

This will confirm the agreement reached on January 7, 2021 by and between the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, on behalf of the Producers identified in the COVID-19 Return to Work Agreement (hereinafter referred to individually as "Producer") and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO ("IATSE").

WHEREAS the Producer is a signatory to the COVID-19 Return to Work Agreement ("Agreement");

WHEREAS pursuant to the Agreement, Producer is collecting certain personally identifiable health information from employees employed as described in Article 1.b. ("Scope") of the Agreement;

WHEREAS Producer and the IATSE wish to clarify the Agreement with respect to the matters set forth herein;

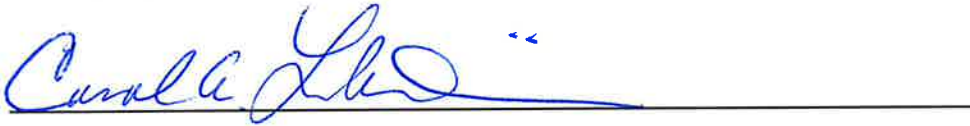
THEREFORE, Producer and the IATSE agree to the following:

1. Under the terms of the Agreement, Producer is collecting certain personally identifiable health information from employees, including COVID-19 diagnostic test results, completed Health Assessment Surveys, and Temperature Check readings (the "Screenings").
2. Producer agrees that its handling of such health information will comply with all federal, state, and local laws, regulations, and guidelines (including HIPAA and state and local privacy laws) to the extent applicable.
3. The health information referred to in item 1 above will be handled solely by the Producer and/or third parties engaged by or acting on behalf of the Producer to perform and/or process the Screenings on a "need-to-know" basis including by the COVID-19 Compliance Supervisor(s), Human Resources, Medical Team, Health & Safety Department, and additional "need-to-know" persons designated by the Producer, and solely for the purposes described below:
 - a. to determine whether an employee needs to quarantine or isolate (in accordance with CDC guidelines and/or state and local laws, regulations, and ordinances) such that they are unable to report for work;
 - b. to identify individuals who may have been, or were, exposed to COVID-19 (i.e. contact tracing);
 - c. to alert other individuals of possible exposure to COVID-19;
 - d. to notify relevant public health authorities as permitted or required by law;
 - e. to satisfy any insurance requirements of the Producer;
 - f. to respond to a lawsuit, arbitration, grievance, or other claim;
 - g. to conduct planning, management and operational activities related to the Producer's response to the COVID-19 pandemic, including organizing testing, managing the receipt of test results, monitoring testing progress and capacity, conducting data analysis;

- h. to monitor and enforce compliance with safety guidelines and policies for purposes of protecting the health and safety of the production; and
 - i. to comply with or exercise rights under laws, regulations and contracts.
- 4. The parties agree that disclosure of personally identifiable health information to any third party (other than a third party engaged by or acting on behalf of the Producer to perform Screenings or contact tracing) should not be necessary, except for the reasons listed in subparagraphs d. and e. above, or to the extent necessary to comply with law or legal process.
- 5. This Agreement shall be applicable to employees employed in the United States under an Agreement between the IATSE or an IATSE Local Union and an Employer which is a party to the COVID-19 Return-to-Work Agreement.

If the foregoing reflects the understanding of the parties, please so indicate by executing this letter in the space reserved for your signature.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS



Carol A. Lombardini

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO



Matthew D. Loeb