THE SOUTH AFRICAN SCREEN FEDERATION PROTOCOL FOR THE FILM AND TELEVISION INDUSTRY UNDER THE COVID-19 RESTRICTIONS

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SASFED Member Organisations:

Terms Of Engagement – NFVF (The National Film and Video Foundation) / 2 x Industry Awards Board Seats – SAFTA Board Member – SOS (Supporting Public Broadcasting Coalition) / Digital Television Advisory Group – ICASA
CORONA VIRUS(COVID-19) 24-HOUR HOTLINE NUMBER:
0800 029 999

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CORONA VIRUS(COVID-19) RESOURCE PORTAL
https://sacoronavirus.co.za
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1. **INTRODUCTION AND CONTEXT**

The Covid-19 pandemic has brought with it the requirement for a new work protocol to mitigate the impact of the virus on the country and its people. The following protocols have been developed, in line with health and safety considerations provided by the South African government, by SASFED on behalf of and in consultation with all its member organizations, namely:

- **Animation South Africa** (A.S.A);
- **The Documentary Filmmakers Association SA** (DFA);
- **The Independent Black Filmmakers Collective** (IBFC);
- **The Independent Producers’ Organisation** (IPO);
- **The Personal Managers’ Association** (PMA);
- **South African Guild of Editors** (SAGE);
- **South African Guild of Actors** (SAGA);
- **Sisters Working In Film and Television** (SWIFT);
- **Writers Guild of South Africa** (WGSA);

The following set out protocol guidelines to the film and television production sector to reduce confusion and give consistency across the sector in respect of providing a safe workplace and to minimize the risk of Covid-19 for all that work in it.

These guidelines, including all annexures, are applicable only in respect of the Covid-19 environment and are subject to revision and amendment from time to time, depending on their proven efficacy in the production environment, and changes in government regulations.

2. **GUIDING PRINCIPLES**

- Every person working on a production, from employer to freelancer, has an individual responsibility and duty to adhere to this protocol in a collective effort to prevent the transmission of Covid-19, and to attempt, as far as possible, to avoid possible exposure outside of the work environment.

- All productions will need to have a Covid-19 risk assessment carried out by a competent person (Covid-19 Compliance Officer) and develop a plan outlining the protective measures for the return to all set and production operations; to be guided by this protocol, updated government regulations and evolving information about the virus. Each production is different, and it will not always be possible to have the same specific measures for all types of projects. Sensible measures must be identified in order to control the Covid-19 risks in the production-specific workplace, and to ensure that the health and safety of each person working on that production is a priority.

- Any production with more than 50 production personnel must include the submission of records and data in this plan – the submission of records as per the direction of the Department of Employment and Labour (DEL) (28 September 2020) to DEL for risk assessments and policies; to the National Institute for Occupational Health (NIOH) covering health data for surveillance of Covid-19 in the workplace and to the DEL Compensation Commissioner if there is a workplace acquired Covid-19 infection.

- This SASFED protocol has determined what it considers industry best practice and, while recognising the enormous pressure the Covid-19 restrictions have put on budgets and
schedules, this cannot mean any compromise on what should be an already robust culture of health and safety in the production workplace.

- The production company will require all production personnel to sign an Indemnity Release Form, Data Privacy Code and any workplace policies that might apply, and all production personnel need to be equally reassured that the protocol will be implemented as agreed.

- Communication and transparency is key in order to develop a culture of trust, collaboration and joint problem-solving in all production workplaces. Producers should make every effort to ensure that no-one experiences fear or uncertainty whilst working on a production under the Covid-19 restrictions - the mental health and wellbeing of all production personnel must be a priority.

- It is important to demystify and de-stigmatise Covid-19. A workplace may experience an outbreak despite all precautions taken, and anyone infected must not be made to feel shame or fear reprisal, such as job or income loss. Be kind.

3. GENERAL PRACTICES:

- Anyone who can work from home without compromising the production must do so;
- The identification and protection of vulnerable employees is mandatory, particularly the elderly and those with underlying chronic medical conditions;
- Everyone entering the workplace must wear a mask and will be screened for Covid-19 symptoms and have their hands sanitised;
- All work environments will adhere to the strictest sanitisation protocols and will have hand sanitiser (70% alcohol) and hand washing facilities with soap readily available;
- All production personnel will wear masks at all times other than, for cast, while filming;
- Social distancing measures will be introduced – minimum 1.5m;
- All production personnel will be informed of protocols, reporting lines and processes to be put in place in the case of infection of an individual, with site signage of good practice and relevant information to be prominently displayed;
- Individual productions will have their own Covid-Ready Workplace Plan, of which these protocols will form part;
- Personal Protective Equipment will be dependent on the risk assessment of each production, but in general covers masks and face visors (where indicated) for all production personnel and in addition, protective gloves for cleaning staff; workplace control measures include cough etiquette, barrier protective screens, disabled biometric points, no contact points and the appropriate social distancing signage.
- Different Covid-19 alert levels, legislated rules such as curfews and other restrictions must be observed, and
- All members of SASFED are expected to adhere to the protocols as set out hereafter.
4. SCREEN SECTOR WORKPLACE PROTOCOLS IN RESPECT OF COVID-19:

Compliance Officer

Every workplace must, at all times, comply with the current Consolidated COVID-19 Direction on Health and Safety in the Workplace issued by the Minister of Employment and Labour in terms of Regulation 4(10) of the National Disaster Regulations, as amended from time to time, as well as sector protocols and guidelines as may be established by the Department of Sports, Arts and Culture; the Department of Communications and Digital Technologies; the Department of Transport; the Department of Tourism, to name a few.

The Consolidated COVID-19 Direction on Health and Safety in the Workplace can be accessed at:


The latest Consolidated COVID-19 Directions on Occupational Health and Safety Measures in Certain Workplaces from 1st October 2020 can be accessed at:

http://www.gpwonline.co.za/Gazettes/Gazettes/43751_01-10_EmploymentLabour.pdf

The NIOH information portal, registration and reporting templates for the surveillance system can be accessed at:


A Compliance Officer will be assigned by way of a written contract, to ensure adherence to the latest health and safety protocols and directions as well as to the Covid-Ready Workplace Plan, and to address production personnel concerns. Depending on the size and complexity of the production the Compliance Officer may or may not be the same person appointed as the set Medic. Any member of the production must report any concerns about possible lack of adherence to the protocols to the Compliance Officer for immediate intervention and remedy. Such reporting will be done in confidence and the identity of and the person reporting will not be disclosed. In the event of a particular department’s consistent non-compliance, the matter will be escalated to the Line Producer, where company disciplinary action may be taken. Individual employees can also inform the Department of Employment and Labour inspectorate where internal processes have not provided relief.

Visibility of Protocol Information

Information regarding the risk of spreading Covid-19, and what behaviour is expected from everyone on set is to be made visible in common areas and copied to all personnel of the company. Copies of these protocols will be prominently displayed in work areas.

Casting

This shall be carried out under the protocols specific to this off-set activity, as detailed in the Protocols for Casting supplied by the Casting Directors’ Association.
Proposed Number of Crew and Cast on set and shooting floor

(Levels as per SA Government levels in the most current risk adjustment strategy for economic activity)

The number of production personnel, including cast and crew, will be kept as low as possible. The production company will determine the relevant floor space square meterage and shall ensure that only the number of people permissible for the purposes of maintaining the 1.5m social distancing requirements will be permitted into that space as per the following requirements (kindly note that what is set out below may change according to the Government’s Risk Adjusted Strategy and the most up to date information should be verified here: https://sacoronavirus.co.za)

Level 4

- A maximum of 50 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 25 at any one time.

Level 3

- A maximum of 75 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 37 at any one time

Level 2

- A maximum of 100 people on set, inclusive of cast members.
- The total number of Production Personnel on the shooting floor shall be a maximum of no more than 50 at any one time.

Level 1

- A maximum of 100 people inside and 250 outside or 50% of capacity.

Preparing the Workplace - Disinfecting Protocol and Unit

This section sets out the guidelines to be adhered to when preparing the workplace prior to the commencement of work and the daily workplace routines to be established and adhered to thereafter, throughout the SA Government levels in their risk adjusted strategy for economic activity and throughout the National State of Disaster as declared by the South African government.

1. The following cleaning activities in respect of the environment must take place:

   - Deep cleaning (cleaning all surfaces by wiping down with detergent then by applying disinfectant to the surface) before shoot commences and thereafter every two weeks;
   - During each shoot day; and
   - After wrap each day.
   - Dedicated cleaning staff must clean and disinfect bathroom spaces on a regular rotational basis throughout the day. Sanitising wipes and toilet paper dispensers will be available in all toilets for users to wipe toilet seats and handles before and after use.
Only paper towels will be used in bathrooms and at hand-washing stations.
Decontamination process after any production personnel diagnosed with Covid-19.

2. Hand washing and disinfectant stations must be spread-out and easily accessible. Cleaning stations must be set up at, at the very minimum, the following locations:

- Outside before entering the building. (If possible, to spray everyone's hands before entering, to wipe down mobile phones, and a further recommendation to manage footwear, either by removal or disinfecting shoe soles before entering the workplace or the set);
- On set (or before entering set);
- Bathrooms;
- Cast area;
- Make-up room/s;
- Wardrobe room and designated changing areas;
- Props room.

3. A Cleaning Unit is to be put in charge of cleaning the set, including setting up the disinfectant stations and disinfecting all common areas (i.e. wardrobe, make-up and all other workstations).

The Unit needs to set up the various sections and ensure that:

- All areas are washed with detergent or non-porous surfaces sprayed down and disinfected before anyone is permitted to enter the space. This applies to all sets, locations, and any area that will be used by crew or cast on any location.
- Where possible, a list of the names of the cleaning unit personnel is to be posted per section.
- Each crew member will be responsible for cleaning and disinfecting their own equipment or the equipment in their care. All heads of production departments are to ensure their departments comply with these requirements.
- Objects that are handled by more than one person must be disinfected between team activities, with special attention to props handled by actors.
- Each personnel using a walkie must re-charge their own walkies each night and such equipment is not to be handed back to the Unit until wrap.
- Hand sanitisers, being flammable, are to be stored in a cabinet or enclosure constructed of fire-resistant material and clearly marked with a sign indicating that the store contains flammable liquid. The storage unit and signage shall be supplied by the production. All flammable products to be stored, accessed, ventilated and disposed in terms of the requirements.

4. All shooting locations and sets must have adequate ventilation – ideally with natural ventilation. Small areas should be avoided, but to minimize the risk of infection due to aerosol particles, productions must prioritize ventilation of all interior spaces. It is crucial that any ventilation system does not recirculate air, but rather extracts air and brings in air from outside. Opening windows and using a fan is an effective way to make indoor spaces safer.
Getting to work – Transport

1. Public transport should be avoided if possible. In the event someone does have to use public transport, they must adhere to the Department of Transport’s latest health and safety measures.

2. Where possible, all crew and cast are to rely on their own transport.

3. For those without their own transportation:
   - Where budget permits, the production company may provide transport. Such production company shall provide transport in compliance with the Department of Transport’s guidelines as published from time to time.
   - Any transport arranged by the production company shall require the driver and all occupants in the vehicle to wear facemasks, sanitise hands on entering and exiting the vehicle, minimize contact, ensure open windows and for the vehicles to be sanitised after each journey.

4. The production company shall keep a record (i.e. number plates) of the vehicles that it uses to transport the production personnel, and a record of which personnel travel in which vehicles.

Procedures at the commencement of a shoot

1. Before each production shoot all production personnel (including each crew and cast member) will be required to complete, with informed consent, a Health Declaration (as set out in 3.1 below), sign an Indemnity Release Form, Data Privacy Form and Registration Form/Privacy Notice: Appendix A.

2. Each production set is to undertake an induction or training at the commencement of the production. The Medic and / or Compliance Officer shall brief all production personnel on this Protocol and any other location protocols and risks prior to the commencement of filming, including all possible scenarios in the event of infection, detailed in an Emergency Action Plan (EAP): Please see Appendix A for a recommended EAP. The induction covers Covid-19 information and interventions, health and safety interventions, personal protective equipment and reporting as a vulnerable person as well as if suspect or positive for Covid-19.

3. A designated, adequately qualified medic will be appointed as the health and safety officer (Medic) on set. The Medic is to be stationed at the entrance of the workplace and will be responsible for all Covid-19 activities on a production set, including:

   3.1 At the commencement of the shoot, ensuring that a Health Declaration is completed by each member of the cast and crew. The Health Declaration will require each member of the cast and crew to state that: (i) they are not suffering from any coronavirus symptoms; (ii) have not as far as they are aware been in contact with anyone with the symptoms in the last 14 days; (iii) they will immediately notify the Medic should they experience any symptoms or have been in contact with anyone who has; (iv) if they have been out of the province, visited a hospital or been on another production set or shoot in the last 14 days; and (v) they agree to subject themselves to the required testing or other mandatory measures should they display symptoms or be found to be asymptomatic carriers. Health and safety protocols must be more closely observed and implemented with individuals who are over 60 or who have been required by the
production to disclose the fact that they are higher risk individuals/have any health issues/have a notifiable disease, from a Covid-19 perspective. All information is to remain confidential. We recognise each individual’s right to privacy not to disclose their medical conditions.

3.2 The Medic and any other person working on the set shall be obliged to make the producers aware of any underlying health concerns or vulnerabilities in respect of any person working on the production set or any condition existing on the production set.

3.3 On a daily basis, undertaking symptom screening for Covid-19 which may include recording the temperature of all persons prior to the commencement of any work on the production workplaces using appropriate, apps, equipment or instruments.

3.4 Compile a daily register of all persons granted access to the set and contact details. A recommendation is to capture this data electronically and to manage in a way that facilitates contact tracing in the event of infection.

3.5 Anyone with symptoms will not be allowed entry to the workplace and must agree to consult their doctor, contact the Covid-19 health hotline or to go for testing at one of the government free testing sites and must be returned home for immediate quarantine, with the production ensuring that risks to others and the public be minimized during transportation. Employees should ideally not report to work if they have symptoms and seek healthcare to determine if they are positive.

3.6 If any person involved in the production is diagnosed with Covid-19, the Medic shall inform the National Institute for Occupational Health and the Compensation Commissioner in accordance with the requirements shall investigate the source of the infection, including contact tracing, and "including any control failure" on the production set.

3.7 Anyone exhibiting symptoms of Covid-19 shall not be allowed to enter the production set and will be asked to return home to self-isolate for the prescribed period and may not need Covid-19 testing.

At present in accordance with Department of Health Guidelines:
- Asymptomatic – de-isolate 10 days after testing;
- Mild disease – de-isolate 10 days after symptom onset;
- Severe disease – de-isolate 10 days after clinical stability reached, or until such time as the person is certified by a health establishment, medical facility or doctor as having completely recovered from Covid-19.

3.8 A cough, sore throat, shortness of breath (or difficulty in breathing), loss of smell or taste and additional symptoms of fever, body aches, redness of eyes, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness as possible evidence of Covid-19 infection.

3.9 All production personnel must be required to stay home if they are sick and notify both Production Office and their Agents respectively. Those call logs should be then submitted to the Assistant Director for recording into the daily production report and reported to the Medic on set who will then obtain advice on next steps.

3.10 The Medic will be trained on and furnished with procedures in the EAP for immediately isolating people who have signs and/or symptoms of Covid-19.
3.11 The Medic shall move potentially infectious people to a location away from the rest of the production personnel. All production sets must have an isolation room with closable doors for the housing of potentially sick people until they can be removed from the production set.

3.12 If anyone has been on the production set who is found to be or to have been Covid-19 positive, the production set must be immediately closed, and Production Personnel must be required to present themselves for testing as outlined in the production EAP and as directed by the Compliance Officer.

3.13 No production personnel can return to set until all workspaces have been deep cleaned – once these have all been professionally cleaned production can resume, unless the Compliance Officer and production management decide otherwise (i.e. in the case of an infection cluster).

3.14 Some considerations in the event of infection in the workplace: it is important that all personal information is kept confidential, but if the person infected is open to sharing this information, then this can help create an atmosphere of openness and transparency. Good communication and de-stigmatisation is key, and it is advised that the production company act decisively, in good faith and err on the side of caution.

3.15 The Medic shall report any contraventions of this Protocol to the production manager.

3.16 Conduct ongoing risk assessments of the production set and associated premises to identify, mitigate and eliminate any potential exposure to Covid-19 transmissions.

**On Set Protocol**

Only those persons who are strictly necessary to carry out specifically scheduled production activities shall be permitted to gain entry to the production set. Where Production Personnel can work from home they should be required to do so and where possible the interaction between Production Personnel shall be limited to emails, phones, walkie-talkies and radio communications.

1. The line producer/production manager, together with the Medic/Compliance Officer will be in charge of making sure all health and safety measures are implemented and that all Covid-19 precautions and measures are adhered to in respect of the production, and to address any workplace concerns that are reported.

2. Restricted access to the production set must be enforced by the presence of security personnel at all entrance points. No unauthorized persons shall be permitted to access the production set and all activities incidental to the production activities shall be conducted outside of the production set (i.e. deliveries will be offloaded, checked and sanitised outside the production set).

3. All persons wishing to gain entry to the production set must wear a mask, have their hands sanitised, be Covid-19 symptom screened and have their temperature checked prior to entering the production set.

4. Prior to gaining entry to the production set, all persons, including without limitation, crew, cast and suppliers (*Production Personnel*) must be informed of the production workspace protective measures implemented prior to signing an Indemnity Form, the Producer's Privacy Code and workplace policies.
5. Production will make available and prominently display hand sanitiser (70% alcohol or more) and soap in common areas, for use by all Production Personnel.

6. The Medic will provide all Production Personnel with their own hand sanitiser and a minimum of two washable material masks. Wardrobe and make-up personnel will in addition be furnished with full-face visors.

7. All Production Personnel, save for cast members who shall not be required to wear face masks during filming only, shall wear face masks at all times.

8. Cast members will be provided with full-face visors to wear after make-up is complete and which will only be removed for the purposes of shooting.

9. All Production Personnel shall be required at all times to maintain a social distance between each other of at least 1.5 meters. This requirement shall not be applicable to cast members when in performance and where the dictates of the performance require the cast members to be closer to each other.

10. The VT Village must be managed to maintain social distancing, and wherever possible remote viewing to be facilitated. A recommendation is to set up the VT Village in a standby area and not on set if possible.

11. The first assistant director on the shooting floor shall make sure that the social distancing requirements of 1.5 meters are implemented and that all work areas are cleaned and disinfected on a daily basis.

12. The leaving of the production set by Production Personnel during the working day shall be avoided unless absolutely necessary and permission must be obtained from the relevant head of department and Medic prior to leaving the production set.

13. A recommendation is to use zones to limit cast and crew to specific areas and consider using coloured wristbands/stickers to manage access. This will also help to facilitate contact tracing in the event of infection

**Cast**

- Extra temporary dressing rooms must be supplied to prevent actors sharing a room, unless adequate social distancing can be maintained within the room.

- Masks and/or visors must be worn by all cast members between scenes and, if possible, during rehearsals.

- Supporting cast and extras on the set must be kept to a minimum, and where possible the number of cast members participating in a scene to be limited.

- All stunt doubles, stand-ins, body doubles to observe the same protocols.

- Upward referral for the cast in the case of uncertainty would be the first Assistant Director, line producer and/or producer.

- Any scene where cast members cannot practice social distancing, or has shouting, physical exertion and lots of movement that will raise the risk of possible aerosol infection, must be included in the production Covid-19 risk assessment.
Any intimate scenes must also be included in the production Covid-19 risk assessment, and a recommendation is for scenes with the same actors engaged in intimate scenes to be scheduled together to facilitate testing and isolating of affected cast members for the duration if this is part of the risk management strategy.

A recommendation is that any cast member acting in any potentially transmission risky or intimate scenes where social distancing is impossible, be tested for Covid-19 at commencement, using the rapid Covid-19 antigen test.

Controlling informal interaction

Green room/holding areas will be set up outside the production area/designated areas, and in accordance with current guidelines and/or protocols issued by as per the Health Department (http://www.health.gov.za/covid19/), with social distancing adhered to and the wearing of facemasks.

Separate green room spaces for principal and supporting cast.

Seating must be arranged in such a fashion as to ensure social distancing, and prescribed seating should minimize social interaction between departments, so that at-work groupings are maintained on breaks.

Department-specific protocols, to be the responsibility of the head of department (HOD)

Art Department:

- All props and acting spaces must be cleaned and sanitised before and after use.
- Limit leaving set to reduce the possibility of outside contamination.
- If possible, there should be sourcing crew and on set (standby’s) crew.

Wardrobe:

- Final checks shall be conducted and signed off before leaving to deliver wardrobe to the production set.
- All cast members shall be required to leave their wardrobe with shoes, bags, jackets and accessories on the production set on a daily basis.
- All dressing rooms, including the floors and all surfaces shall be cleaned and disinfected daily, and continually throughout the day especially during breaks.
- If used, all clothes, blankets, pillowcases, throws etc. shall be washed or sanitised daily.
- All wardrobe shall be washed and/or disinfected before a cast member wears it.
- Costumes must be individually hung in their own cover. The cast members’ own clothes must be hung in that same plastic cover to avoid cross-contamination.
- All cast members must be required to dress themselves, if possible.
- All jewellery must be disinfected and sanitized before handed to a cast member.
- In the case of dressing extras, costumes may not be tried on by more than one person.

Lighting, Grips and Camera:

- Clean and disinfect equipment before and after use.
- Clean and disinfect all working stations on a daily basis.
- Endeavour to adhere to the social distancing requirements set out in this Protocol.
- Clean and disinfect equipment between takes or when the camera is moved.

**Sound:**

- Use of a boom mic wherever possible, making sure to keep a safe distance from the actors.
- Disinfect all mics before and after each shot.
- Where possible ask cast members to mic themselves. A further recommendation is if radio mics are being used then for a mic to be assigned to each cast member, labelled and disinfected after each use.
- Try and avoid unnecessary contact between cast members and sound crew.
- Sound department to set up away from the VT village.
- Microphones, belts and straps must be sanitised, disinfected and stored in sanitised bags at all times.

**Make-up Artists and Hairstylists:**

- Make up to be reserved for featured cast members only.
- Each cast member shall be supplied with his/her own new makeup and brushes, which will then be kept in a separate, sealed and labelled package for the use of that cast member for the duration of the production.
- Makeup, toiletries and other products, including hair products, must not be shared between cast members.
- Where possible cast members shall do their own make up, preferably at home prior to arriving on set and shall only do touch-ups during the day using their own make-up. This applies particularly to male cast members and extras.
- Where provided by cast members, the production company on receipt of proof of payment will reimburse the cast members.
- A clear plastic visor as well as a facemask must be worn by each makeup artist when applying makeup to a cast member.
- Makeup artists must sanitise their hands before and after applying makeup to each featured cast member.
- The application of all make up should preferably take place in the open air underneath a gazebo. Make-up stations accommodating make-up artist and actor must adhere to social distancing. The gazebo unit must be sterilized and disinfected on set up and thereafter by the makeup artist daily.
- If makeup cannot be applied outside, a room with full open windows and ventilation must be used for the application of makeup.
- A table, high stool, low chair for hair and a multi-plug should be available and sterilized continually throughout the day.
- Each makeup artist should only have one cast member in the makeup chair at any given time, and extra cast members should be kept away from the makeup and hair station.
- Each cast member or makeup artist entering the makeup area must be required to wash and sanitise their hands upon entry.
- Each makeup artist should have available from production, a box of disposable gloves. Each glove must be disposed of immediately after each makeup application.
- Time must be allowed in between the applying of make up to each cast member in order to adequately clean and disinfect all surfaces and working tools and such extra time must be scheduled in respect of each day of production. Cleaning shall include, the chair, table, metal
palettes and spatulas that touch the make-up and brushes. All hair equipment must be sterilized.

- Makeup on standby should be kept outside or in a well-ventilated area off set.
- Powder touch ups can be applied with cotton wool rounds that must be disposed of immediately after use.
- Equipment cleaning comes in 3 stages: SANITISE, DISINFECT, and then STERILISE. All items must be disinfected and cleaned by the makeup artist. It is then the responsibility of the makeup artist to take his/her equipment home for re-sterilisation.
- Ensure disposal of waste materials in appropriately labelled bags.

Catering:

- Catered meals and craft shall be by means of boxed meals per person with sealed cutlery and/or permit the crew and cast to bring their own meals.
- No shared craft and catering areas. Crew and cast to be supplied with their own water bottles.
- No coffee / tea stations. Craft to be supplied at the beginning of the day as part of boxed catering.
- Keeping teams/departments separate during meal times is recommended in order to simplify contact tracing in the event of an infection.
- Ensure disposal of waste materials in appropriately labelled bags.

Post-production:

Remote Working:

- *Industries are encouraged to adopt a work-from-home strategy where possible, and all staff who can work remotely must be allowed to do so.*
- Currently safe working conditions for post-production are best achieved by setting up remote workspaces and distributed workflows, and severely limiting the number of workers and visitors to business premises.
- Visitors to temporary remote workspaces must be discouraged. Video-conferencing can be used for interaction between teams, viewings can be set up using secure remote viewing capabilities or using a secure site for upload, according to agreed-upon security protocols.
- When workers are required to enter private dwellings for the delivery, installation, or de-rig of equipment, they must comply with the specific government guidance for technicians performing services in people’s homes, such as the wearing of masks, hand sanitising and social distancing.
- Hard drives to be delivered from set will be handled observing all gear sanitising protocols and by a limited number of crew, preferably only the DIT, then placed immediately into a sterile bag and then into disposable outer packaging for delivery to remote workspaces.
- Couriers to observe social distancing and sanitising protocols when delivering any items to remote workspaces.
- All script supervision and other post-production documents to be supplied electronically.
- Extra cost considerations and scheduling updates of remote working to include but not limited to data/internet for uploads and downloads, extra software and hardware costs, remote working downtime in the case of load shedding, flexible scheduling to take the extra time for uploads and downloads into account.
Security and Confidentiality for Remote Working:

- Any remote workstation must be compliant with any electronic and physical content security agreement between the Production Company and post-production professional.
- Viewings can be set up using secure remote viewing capabilities or using a secure site for upload, according to agreed-upon security protocols and access.
- It is recommended that companies consider an agreed upon work-from-home policy update to ensure that:
  - workstation screens are positioned so as not to be visible to unauthorised persons, whether from inside or outside of the property.
  - at no point will the screens be shared with anyone else.
  - at no point will the work be discussed with, viewed by, or otherwise accessed by any household member outside of the security agreement.
  - if necessary, extend any NDA coverage to other household members.
  - no screenshots are taken, whether on the workstation or by mobile device.
  - compliance with any provisions of the security agreement prohibiting copying or downloading of content and uploading content to unauthorised locations.

Working from Premises:

- If remote working is for any reason not possible then the same risk assessment, health and safety protocols and oversight for safe production sets as detailed in the SASFED Screen Sector Protocols shall be extended to post-production workspaces, as well as to include:
  - Sanitising of equipment and gear, including mics, pop shields and headphones.
  - Screens or barriers if necessary.
  - Allocation of suites and equipment so no sharing takes place.
  - No hot-desking, no moving equipment unless sanitised.
- Social distancing to include limiting the number of people in contact with each other, having fixed teams that do not mix, and if any workspaces have to be shared then working back-to-back or side-by-side.
- There should be no visitors, including clients. Clients must be made aware that there are many viable alternatives to viewings in person on business premises, such as remote viewing and conferencing technologies. Attendance in person must be the exception rather than the norm.
- For a critical screening requiring specialised and calibrated equipment the number of people attending must be limited, with all safety measures in place.
- Productions to go paperless wherever possible, so all script supervision and post-production documents are supplied electronically.

1. COST CONSIDERATIONS

It must be noted that these measures will carry a significant cost component and negotiations will need to take place between producers, broadcasters and/or relevant government departments as to how and by whom these costs shall be borne. They include, but are not limited to:

- Medic
- Health & Safety Compliance Officer
- Any medical testing as may be required
- At least two material masks for each member of the Production Personnel.
- Additional Personal Protective Equipment as may be required
- Workplace modifications and control measures
- Sanitizers and ongoing sanitation
- Regular set deep cleaning
- Transport for crew with no cars
- Extra cleaner/s for continual surface cleaning
- Extra wardrobe cleaning
- Extra catering costs
- Specific make-up and brushes for each artist: such as mascara, eyeliners, foundation, foundation brushes, and lip brushes
- Set-up and wrap costs for every time productions are stopped for quarantining purposes or in the event of an actor falling ill and needing to be recast.
- Other costs that may be implicit in the above-listed interventions

**APPENDIX A**

- Cast and Crew Indemnity Release Form
- Covid-19 – Data Privacy Communication to Independent Contractors
- Covid-19 – Production Cast and Crew Privacy Notice Registration Form
- Emergency Action Plan (EAP)
CAST AND CREW INDEMNITY RELEASE FORM

PLEASE READ THROUGH BEFORE SIGNING THIS LEGAL DOCUMENT

_________________________________________________
[Insert Full Names Of The Production Company/Producer] ("the Producer") has been commissioned to produce
________________________________________
[Insert The Full Names Of The Film/TV Show] ("the Programme") by
_____________________________________________
[Insert Full Names Of The Company Who Has Commissioned The Programme] ("Broadcaster").

1. I hereby execute and submit this Cast and Crew Indemnity Release Form ("Indemnity") to and in favour of the Producer in connection with my appointment to work as a

[Insert Full Details Of Appointed Role] (i.e. actor, makeup artist, sound engineer, lighting engineer etc.) and as an independent contractor ("Appointment") in respect of the production of the Programme.

2. I understand that this is an important legal document relating to my Appointment to work on the production for the Programme and that by signing this Indemnity I waive certain legal rights that I otherwise might have against the Producer, the Broadcaster, and others. I also understand that I have had an opportunity to review this Indemnity with an attorney of my choice.

3. I represent and warrant that I am in good physical, emotional, psychological and mental health. I understand that my participation in the production of the Programme may subject me to the risk of being infected with COVID-19 and that I have freely consented to participate in the production of the Programme fully aware of and on the voluntary assumption of such risk and that such Claims or Losses arising from my participation in the production of the Programme are included in those that are released as set forth in clause 10 below. I shall notify Producer prior to participating in the production of the Programme of any physical, emotional, psychological or mental health condition that might affect me or any other people involved in the production of the Programme. Moreover, I shall notify Producer immediately if, at any time, I have any concern about participating in any production activity. I understand that I am solely responsible for determining whether I am capable of participating in the production of the Programme and that, if I am unable to participate in any such activities or scenarios, I may be removed from participating as an independent contractor in the production of the Programme.

4. I understand that Producer will NOT require any participants to be medically tested for COVID-19 prior to their participation in the production of the Programme except in high transmission risk settings. I understand that if during any part of the production process, or at any other time, Producer learns that any other participant in the production of the Programme is infected with COVID-19 or has tested positive for COVID-19, Producer shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me.

5. I agree to follow and obey all rules, instructions, directions, and requirements of the Producer as they may be changed, modified or amended by the Producer before, during,
and after the production of the Programme (the “Production Rules”), including, without limitation:

5.1 all rules, instructions, directions, and requirements as may be applicable to the Producer’s response to the COVID-19 pandemic and the need to limit any transmission of COVID-19;

5.2 all rules, instructions, directions, and requirements set out in the COVID-19 Production Protocol, a copy of which has been read by me and is attached to this Indemnity;

5.3 all directives furnished to me by the Medic or Compliance Officer appointed by the Producer;

5.4 agreeing to having my temperature taken on a daily basis and at intervals as determined from time to time by the Producer;

5.5 immediately advising the Medic or Compliance Officer appointed by the Producer of the fact that I have come into contact with any person who has been diagnosed with COVID-19 as soon as I have knowledge of such fact; and

5.6 immediately advising the Medic or Compliance Officer appointed by the Producer, if I have experienced any one or more of the symptoms associated with COVID-19 (including a dry cough, sore throat, high body temperature, difficulty breathing, loss of smell and taste, shortness of breath, fever, fatigue and aches and pains).

6. I understand that if I:

6.1 have a temperature reading equal to or in excess of 37.5 °C; or

6.2 am experiencing any of the symptoms associated with COVID-19; or

6.3 have come into contact with anyone who has been diagnosed with COVID-19 that the Producer or the Medic or Compliance Officer appointed by the Producer may lawfully require me to:

   (a) immediately leave the production work area or production set;

   (b) return to my home for self-isolation or quarantine for a prescribed period; and

   (c) submit myself to a health establishment or medical facility to be tested for COVID-19.

7. I further understand that I will only be entitled to return to work on the production for the Programme, once, I have furnished the Producer or the Medic or Compliance Officer appointed by the Producer with a current and valid certificate or note from a health establishment, medical facility or doctor confirming that:

7.1 I have not tested positive for COVID-19; or

7.2 I have fully recovered from having had COVID-19 and that I no longer pose a COVID-19 infection risk.
8. I understand that should I be unable to fulfil any of my obligations as an independent contractor in respect of the Programme as a result of any COVID-19 intervention, COVID-19 issue or COVID-19 requirement or COVID-19 direction that I shall have no Claim against the Producer, the Broadcaster or any other third party involved in the production ("Released Parties") for any Losses arising as a result thereof, other than and save for a Claim for payment of any amounts which are due and owing to me by the Producer up and until the date of the last fulfilment of my obligations as an independent contractor in respect of the production of the Programme. I further acknowledge and agree that no such withdrawal, or my taking of any action rendering me ineligible or otherwise unable to participate in the production of the Programme shall affect any of the rights assigned by me or any of the covenants, agreements, waivers, releases or indemnities made by me in this Indemnity or in any other agreement related to the Programme.

9. The Released Parties shall not be liable to me, my heirs, next of kin, spouses, guardians, employees, administrators or to any of my representatives for any Claims or Losses caused or suffered during or in connection with my participation in the production of the Programme as a result of me contracting COVID-19, being exposed to COVID-19 or as a result of the production being suspended or cancelled due to COVID-19.

10. I understand that my participation in the production may expose me to the risk of being infected with COVID-19 and that my compliance with the Production Rules may cause me mental, psychological or emotional distress, and the consents, authorisations, assumptions of risk and releases set forth in this Indemnity expressly apply to all such potential harms.

11. To the maximum extent permitted by law, I agree to defend, indemnify and hold each of the Released Parties free and harmless from and against any and all Claims and Losses caused by, arising out of, resulting from, or relating to, my participation in or in connection with the production of the Programme, including, without limitation:

11.1 any statements, actions and omissions made by me during or in connection with my participation on the Programme, whether or not authorised by any Released Party;

11.2 my failure to follow the advice or instructions of Producer or anyone else connected with the Programme;

11.3 my breach or alleged breach of this Indemnity or any other agreements with the Released Parties or related to the Programme.

12. This Indemnity is personal to me and is not assignable by me, and any purported assignment by me shall be null and void. This Indemnity and any documents executed pursuant thereto may only be amended in writing and under signature of the parties hereto.

13. Nothing contained in this Indemnity shall be deemed to constitute an employment relationship, joint venture, or partnership between Producer and me, or between Broadcaster and me, nor shall I be deemed Producer’s or Broadcaster’s agent for any purpose. I understand and agree that nothing in this Indemnity or any conduct pursuant thereto shall constitute an agency relationship between me, on the one hand, and Producer or Broadcaster, on the other hand, and that I shall have no authority to speak.
14. I acknowledge and agree that this Indemnity, including without limitation, the releases granted herein, is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Indemnity in any way, or invalidate any provisions hereof, any such limitations or invalid provisions shall not operate to invalidate this Indemnity in its entirety. Rather, in any such instance, this Indemnity shall be deemed to operate and to be effective to the maximum extent permitted by law, provided, however, that the Indemnity shall be voidable at the sole discretion of Producer or Broadcaster should the aggregate of all such provisions found to be invalid or unenforceable materially affect the benefits and obligations of the parties to this Indemnity as a whole. All remedies, rights, undertakings, obligations, and agreements contained in this Indemnity shall be in addition to, and shall not limit, any other remedies, rights, undertakings, obligations or agreements of either party. In addition, the promises, agreements, obligations and releases made in this Indemnity shall be in addition to, and shall not be limited in any way by, any agreements I may sign with the Producer, Broadcaster or any other party in connection with my participation in the production of the Programme. No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default.

15. I represent and warrant that I have had the opportunity to review this Indemnity before signing it. This Indemnity shall not be construed in favour of or against any party by reason of the drafting of all or any part of this Indemnity.

16. I acknowledge that no one (including, without limitation, Producer, Broadcaster, or anyone acting on their behalf), has made any promise, representation or warranty whatsoever that is not contained in this Indemnity to induce me to execute this Indemnity, whether express or implied, oral or written. I acknowledge that I have not executed this Indemnity in reliance on any promise, representation, or warranty not contained herein. This Indemnity, the exhibits and attachments hereto and any other agreements or documents that I have executed or that I may execute at the request of Producer or Broadcaster in connection with the production of the Programme constitute the entire agreement and understanding between me, Producer and Broadcaster concerning the subject matter of this Indemnity, supersede and replace all prior negotiations, proposed agreements and agreements, written and oral, relating thereto, and cannot be changed or terminated except by a written instrument signed by me and Producer. In the event of any inconsistency between the terms, conditions and obligations set forth in any applications, agreements or other documents I have or may complete or execute at the request of Producer or Broadcaster, on the one hand, and this Agreement, on the other hand, the terms, conditions and obligations set forth in this Indemnity shall govern unless otherwise provided.

17. In this Indemnity, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

- "Claim" means any claim, action, demand, suit or proceeding in connection with the subject-matter of this indemnity
- "Losses" means all losses, liabilities, costs, expenses, fines, penalties, damage, damages and claims and all related costs and expenses (including legal fees on
the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) in connection with the subject-matter of this indemnity

- "Released Parties" shall mean and refer to Producer, Broadcaster, any other licensees or assignees of the Programme, the other participants in the Programme, all other persons and entities connected with the Programme, all parent, subsidiary, related and affiliated entities, licensees, successors, assigns, sponsors and advertisers of each of the foregoing, all of the respective directors, officers, principals, executives, on-air talent, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing, and the respective heirs, next of kin, spouses, guardians, representatives, executors, administrators, successors, licensees and assigns of each of the foregoing.

INDEPENDENT CONTRACTOR SIGNATURE:

NAME __________________________ ID NUMBER ____________________________

DATE ____________________________

SIGNATURE ____________________________

SIGNATURE FOR MINORS:
If you are under 18 years old, your parent/legal guardian must sign this form on your behalf.

I ____________________________ ID NUMBER ____________________________;

PARENT/GUARDIAN

Hereby give consent for my child/ward ____________________________to participate in.

SIGNATURE (Parent/Guardian) ____________________________

DATE ____________________________

PRODUCER SIGNATURE:

NAME ____________________________ DATE ____________________________

SIGNATURE ____________________________
COVID 19 - DATA PRIVACY COMMUNICATION

TO INDEPENDENT CONTRACTORS

Dear ________________________________ [insert name and surname]

At _________________________________ [insert name of Production Company/Producer] (“we”, “our”, “us”), the health, safety and well-being of our people is of the utmost important to us. As we continue in our efforts to contain the spread of coronavirus (COVID 19) we would ask you read the following information carefully which explains how we will process your personal data in this context.

What you need to do

- Please help us to ensure that the contact information we have for you is accurate and up-to-date.

- If you have not done so already, we would strongly encourage you to provide us with your non-work contact details (e.g. personal mobile number and personal e-mail address where available) so that we can reach you as quickly as possible where urgent notification is required. This is important for your own health and safety, and for that of other persons working on the production and the general public.

- Please inform the Producer/Compliance Officer/Medic immediately and stay at home if you think that any of the following may apply to you:
  - you believe that you may have come into contact with an affected person; and
  - you develop symptoms and/or test positive for COVID 19.

- The Producer/Compliance Officer/Medic will be able to guide you on next steps (e.g., self-isolation, when you may return to the production, etc.) based on the latest public health guidance in your area.

How we will process your contact details

- We will use your contact details to:
  - inform you of a potential exposure to COVID 19 of which we are aware (e.g. where a person you have come into contact with in a work context develops symptoms and/or contracts the virus);
  - communicate with you where you have been exposed to the virus including for the purpose of tracking and notifying other individuals with whom you have been in contact.

- The processing of your contact details for these purposes is necessary for our legitimate interests, to protect your vital interests, those of other persons working on the production and of other members of the public, as part of our efforts in the general public interest to contain the spread of COVID 19.
• Your contact details will only be used in connection with COVID 19 by the **Producer/Compliance Officer/Medic** responsible for handling the tracking and notifications process.

• We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.

*How we will process your health data*

In the context of managing the tracking and notifications process, we will need to process personal data relating to your health. This would be confined to facts such as: that you have tested positive/negative for the virus, that you have developed symptoms and are awaiting test results, that you have come into contact with an affected person or recently returned from an affected area, etc. It would not include information relating to your underlying condition. In some jurisdictions (e.g. South Africa), health data is afforded a higher level of protection than other types of personal data (e.g. your contact information).

In such circumstances:

• We will only process your health data as strictly necessary to notify individuals with whom you have been in contact for work purposes of a potential exposure. We will endeavour to do this on a no-names basis where possible.

• We will only process the least amount of health data necessary to manage the tracking and notifications process and for infection control purposes (e.g. that you have tested positive/negative for the virus, that you have developed symptoms and/or may have been exposed to the virus). We will not ask for detailed information regarding your condition.

• Your health data will only be made available on a strict need to know basis to a small senior management team responsible for handling the notifications process.

• We will not disclose your health data to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.

• Our legal bases for processing your health data are that it is necessary for reasons of substantial public interest and for reasons of public interest in the area of public health.

For further information about how ____________________________ [insert name of Production Company/Producer] processes your personal data and your rights in respect of that data, please contact the **Producer/Compliance Officer/Medic**.
If you have any queries or concerns regarding the contents of this notice, please contact the Producer/Compliance Officer/Medic.

COVID 19 - PRODUCTION CAST AND CREW PRIVACY NOTICE

REGISTRATION FORM/ PRIVACY NOTICE

As part of our response to the current COVID 19 outbreak, [insert name of Production Company/Producer] ("we", "us", "our"), we are asking production cast and crew members (Production Personnel) to provide up-to-date contact details so that we can contact you urgently if we believe you may have been exposed to the coronavirus whilst working on the production.

What you need to know

• Completion of the form is optional (we may still be able to contact you by other means if necessary) but providing your details on this form will allow us to reach you as quickly as possible where urgent notification is required. This is important for your own health and safety and for that of the general public.

• We will only use your contact details to inform you of a potential exposure (e.g. where a person you have come into contact with at our office contracts the virus).

• We believe that collecting your most recent contact details is necessary for our legitimate interests, to protect your vital interests and those of other members of the public, as part of our efforts in the general public interest to contain the spread of COVID 19.

• Your contact details will only be made available to our personnel on a strict need to know basis (i.e. a small team responsible for handling the notifications process).

• We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.

• Your details will be disposed of securely after 90 days after the completion of filming.

What to do if you develop the virus

If you develop symptoms and/or test positive for the virus within 14 days of attending at the production premises, we would ask you to let us know immediately. In such circumstances:

• Your information will only be used as strictly necessary to notify individuals with whom you have been in contact at the production premises of a potential exposure. We will endeavour to do this on a no-names basis where possible.
• Your information will only be made available on a strict need to know basis to a small management team responsible for handling the notifications process.

• We will not disclose your contact details to any third parties, unless you have furnished us with your written consent to do so or if required by law or as strictly necessary to contain the spread of the virus having made all reasonable efforts to provide the necessary information on a non-identifiable basis.

• We will delete your data after 90 days of receiving your notification.

PLEASE NOTE THAT BY PROVIDING US WITH YOUR CONTACT INFORMATION BELOW YOU ARE GIVING YOUR EXPLICIT CONSENT TO US PROCESSING IT FOR THE PURPOSES DESCRIBED ABOVE. THE PROCESSING IS ALSO NECESSARY FOR REASONS OF SUBSTANTIAL PUBLIC INTEREST AND FOR REASONS OF PUBLIC INTEREST IN THE AREA OF PUBLIC HEALTH.

If you have any queries or concerns regarding the contents of this notice, please contact __________________________________________ [insert name and contact details of local contact person].

Contact Details Form

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EMERGENCY ACTION PLAN

Every production will devise an Emergency Action Plan (EAP) with clear lines of reporting, as part of the risk-assessment to ensure all sensible measures be identified in order to control the Covid-19 risks in the production-specific workplace, and to ensure that the health and safety of each person working on that production is a priority. The EAP should include the following:

- Ensure that everyone necessary on the production is aware of the EAP.
- The Medic and/or the Compliance Officer will not allow any person presenting with one or more Covid-19 symptoms entry to any production workspaces.
- Any person that presents with any Covid-19 symptoms must not come to work, will let the Medic know, will be asked to go for testing, or to self-isolate as per current Government regulations.
- If any person becomes sick while in a production workspace with one or more Covid-19 symptoms, the Medic will remove him/her to a designated isolation room before removal from the production workspace, and will be asked to go for testing.
- If any person that has been in any of the production workspaces does test positive for Covid-19, the EAP must be activated, and the production, after assessment, may immediately close down.
- The reason for the EAP activation will be communicated clearly to all production personnel and contact tracing and any necessary testing will then take place.
- Contact tracing must be performed for the previous 14 days if the person was at work during that period. Everyone on the production and everyone who visited the affected production workspaces must be contacted and informed of potential exposure within 24 hours of the person being confirmed as positive for Covid-19.
- The Medic, together with the Compliance Officer, will assess the exposure of all production personnel to ascertain whether the exposure carries a high or low risk of exposure and notify all involved accordingly. Any production personnel with a low risk of exposure can return to work and will be monitored for the next 10 days. Any personnel with a high risk of exposure must self-isolate for 10 days or undergo testing.
- Any individual testing positive or displaying symptoms without viral testing must self-isolate according to current Government regulations – currently: asymptomatic – de-isolate 10 days after testing, mild disease – de-isolate 10 days after symptom onset, severe disease – de-isolate 10 days after clinical stability (i.e. hospital discharge and/or negative test) is reached.
- Once the affected workspaces have been professionally deep cleaned and sanitised, production can resume. The producers may choose to use reserve crew if this allows production to continue.
- If the production is in a remote location and anyone falling ill cannot easily return home, a suitable isolation space must be identified and a plan for the transport of sick production personnel must be in place.