

(hereinafter called the 'Producer')

and

(hereinafter called the 'Director')

have on this day entered into the following:

***DIRECTOR'S AGREEMENT
(Conceptual Director)***

1. Television production

The Producer shall hire the Director to conceptuate and direct a **television production** with the following working title:

(hereinafter called the 'Television Production')

based on a manuscript by:

The Television Production has been ordered by the television station _____ and shall consist of ___ episodes, each with a duration of approx. ___ minutes. The total duration of the Television Production is estimated at approx. ___ minutes.

The Television Production shall be produced under contract for the television station.

The Television Production shall be recorded on betacam sp/ digital betacam/ DVC Pro / DV CAM and otherwise according to the technical specifications set by the television station.

2. Term

The Director's work which includes preliminary work, filming, post-production work and release of the first ____ episodes of the Television Production as conceptual director

has been agreed at a total of _____ weeks during the period

The work has been planned in the following way:

Research from _____ to _____ totalling weeks

Preliminary work from _____ to _____ totalling weeks

Filming from _____ to _____ totalling weeks

Post-production work from _____ to _____ totalling weeks

The Director shall work on the Television Production within the agreed time and pay framework. The work may be prolonged on the conditions specified in this Agreement and in accordance with the agreed weekly rate for up to _____ weeks after the agreed end date.

The Director shall not within the agreed time frame undertake other work which does not respect the Director's obligation to work on this Television Production as a first priority and without obtaining the consent of the Producer.

3. Pay

For the performance of the director's work, the Director shall receive a **minimum**

weekly pay

DKK 20,000 for conceptuation

DKK 16,000 for preparation

DKK 21,500 for filming

DKK 16,000 for post-production work

per 37-hour work week.

or a minimum

daily pay

DKK 4,000 for conceptuation

DKK 3,300 for preparation

DKK 4,300 for filming

DKK 3,300 for post-production work

per 8-hour working day.

Total pay (however, minimum DKK 100,000): DKK

The pay shall be paid in the following way:

Holiday allowance shall be paid on the basis of the pay pursuant to the Danish Holiday Act (*Feriebogen*) in force from time to time.

A pension contribution of at least 7.6 per cent of the pay shall also be paid. Agreed pension contribution _____ per cent.

4. Special provisions

5. Job description

As conceptual director, the Director shall make the first ____ episodes of the Television Production, including the following functions in relation to these episodes:

1. Development of concept as well as creation of dummy and script.
2. Research.
3. Selection of cast as well as reading and arrangement rehearsals.
4. Planning and approval of image and sound concept as well as production and release plan in collaboration with the Producer.
5. Planning and approval of editing and sound, selection and approval of music, final mixing as well as laboratory contact in collaboration with the Producer.
6. Direction

Furthermore, the Director shall be available in connection with press showings, interviews etc., unless other engagements prevent this. Engagements shall mean other work tasks, planned holiday and the like. The Director shall receive a reasonable fee for his/her efforts in this respect.

6. Liabilities and obligations

Within the conceptual, financial and technical framework, the Director shall assume the overall artistic responsibility for episode(s) _____ of the Television Production.

The Producer shall assume the overall financial and administrative responsibility for the Television Production.

The Producer and the television station shall determine the final title of the Television Production. However, the Director shall to the widest extent possible be involved in the choice of title.

The Producer and the Director shall on a continuing basis consult each other in relation to significant issues concerning the Television Production.

The Director shall to the best of his/her ability and in accordance with the Producer's instructions carry out his/her tasks in such a manner that the most optimum utilisation of production time, staff and equipment is achieved.

In the event that the deadline or the budget is exceeded, the Director and the Producer shall together make the necessary changes and reductions and jointly decide how possible savings can be achieved.

The Producer shall be obliged to clearly credit the Director in accordance with generally accepted principles. The Conceptual Director shall be clearly credited as the Conceptual Director in the Television Production's opening credits and end credits as well as in advertisements and other material published in connection with the Television Production, including but not limited to posters and DVD covers. The credit text shall be the following: Conceptual Director XX.

The programme content shall be approved by the television station. The television station shall approve a Television Production which to a reasonable extent meets the conditions set for the programme description presented to the television station.

7. Repeat rights

The payment of the fee, cf. Clause 3, shall include payment for broadcasting rights at the television station for four (4) weeks (the wave model), alternatively four (4) showings within four (4) years from the first broadcast. Agreed repeat model (check relevant box):

The wave model: 4 + 4 showings

The fee shall furthermore include payment for online broadcasting of the production, regardless of whether the broadcast is made at the request of the television station or at the request of the recipient (on-demand) for a period of fourteen (14) days after each 'main episode'.

25 per cent of the fee shall be paid for each additional repeat of the series. This payment shall cover two (2) repeat broadcasts at the television station (on the main channel) or four (4) repeat broadcasts on sister channels with associated quick repeat within fourteen (14) days for a period of two years (as from the first broadcast). Repeat of individual episodes shall be settled on a pro rata basis. The fee shall be index-linked by 2 per cent per year.

The repeat fee shall be payable the first time the production is repeated (in addition to the main broadcasts) on either the television station (or the sister channel – depending on the right of repeat).

Broadcast shall only mean the primary public showing (i.e. excluding cable and satellite distribution, television for public showing and other secondary showings).

8. The Producer's rights

The Producer shall have the exclusive right to use the Television Production in part or in full against payment in unchanged form, in every way and using all technical aids available from time to time, cf. Clauses 7 and 11.

The Producer shall furthermore have the exclusive right to provide the television station with texts as well as have the right to dub or version the Television Production in any language, irrespective of the media in which the Television Production is distributed.

The Producer's acquisition of rights shall furthermore include the exclusive right to use the Television Production and clips from this for showings in connection with cultural communication, promotion and marketing of the Television Production and the Producer. Furthermore, the Producer shall have the exclusive right to show fragments of the Television Production on Danish and foreign television channels and other media in connection with advance publicity, weekly, monthly and annual cavalades.

Any use not relating to the relevant television broadcasts, cf. Clause 7 of **this Agreement, shall be subject to separate payment. The payment shall be agreed when it becomes relevant.**

If any rights are to be exercised beyond what is mentioned above, a separate agreement about payment shall be made with the Director.

9. The Director's rights

Any other changes to the individual episodes of the Television Production shall only be made subject to prior written agreement with the Director.

Insertion of logos as well as interruptions for commercials shall only be made in accordance with best practice with the respect for the Director's droit moral, cf. Section 3 of the Danish Copyright Act (*Ophavsretsloven*) and only if the Director at the time of the contract drafting has consented thereto.

The Director may have copies (videotape, DVD etc.) made of the Television Production at cost for his/her personal own use (the first five, however, free of charge).

All non-assigned rights shall remain with the Director.

The Producer shall invite the Conceptual Director and the specific episode director (if any) to all relevant award ceremonies.

10. Accounts

The Producer shall submit production and release accounts, audited by a state-authorized public accountant, to the Director no later than six (6) months after the conclusion of the Television Production.

The Producer shall furthermore submit a written statement of the income generated by the Television Production by 31 December.

The Producer shall keep accurate accounts with the income and expenditure of the Television Production in accordance with good accounting practice.

11. Royalties

The royalties shall be calculated on the basis of the Producer's net income after deduction of all documented, reasonable and relevant costs for covering distribution fees and copies, the maximum royalties being, however, 30 per cent.

If the Television Production is sold to foreign television stations, the Conceptual Director shall receive in advance 1 per cent of the total royalties:

- for sale to the Nordic region: 15 per cent
- for sale outside the Nordic region: 11 per cent

In connection with distribution of the Television Production on video or DVD as well as with merchandising, the Director shall receive royalties of 5 per cent of the proceeds from such distribution or merchandising with deduction

of costs for covering documented expenses for production, marketing, the maximum royalties being, however, 30 per cent. If the Director has rights for one or more characters, an agreement for separate payment shall be made governing the use of such characters for merchandising.

If more directors have rights in the Television Production, the royalties shall be distributed proportionally in relation to the individual director's share of such rights, i.e. in relation to the number of episodes of the Television Production that the director has directed.

The settlement of royalties shall be made no later than 30 days after the Producer has received the payments and as a minimum once a year on 31 December.

The income from the Television Production shall be calculated in the following way:

Income from rental and sale of DVDs and video cassettes in Denmark shall be calculated as the invoiced rental and sales income after deduction of documented, relevant costs relating to release, distribution fees and direct costs.

Income from television showings in Denmark and abroad, foreign distribution in all other media in Denmark and abroad than those mentioned above shall be calculated as the sales price after deduction of documented sales and distribution costs.

Savings on production accounts shall be transferred to income from the Television Production.

Royalties shall be paid once a year on the basis of the income generated by the Television Production during the previous calendar quarter.

A separate agreement can be made for a division of the sales proceeds when the Director sells or handles the sale of the Television Production.

Separate agreements shall be made in relation to all other income which can be related to the Television Production.

12. Secondary fees

The parties shall retain their right to fees in pursuance of Sections 13, 17, 35 and 39 of the Danish Copyright Act and similar foreign or international rules in force from time to time. Copies of the Television Production made for public institutions etc. shall not be comprised, cf., among others, Section 13 of the Danish Copyright Act.

Any fees in respect of rental and lending as defined in EU Directive of 19 November 1992 on rental right and lending right shall be comprised by the royalty provisions of this Agreement. This shall not affect the Director's right to any future library fee for video/DVD lending paid directly to directors, cf. the library scheme.

This Agreement shall be governed by an agreement between the Danish Film Institute and Danish Film Directors concerning distribution of video cassettes and DVDs of 19 August 1999.

Any prize money awarded to the Television Production shall be considered to be prize money for the Director and shall thus accrue to the Director in full.

13. Illness, maternity leave etc.

In the event of the Director falling ill during the term of the Agreement, the Producer shall be informed immediately. The Director shall be entitled to full pay during sick leave.

In the event of the Director due to illness or for some other legitimate reason is unable to complete the Television Production, the Producer and the Director shall, if possible, together appoint a new Director to undertake the work. The Director shall be entitled to receive a proportional pay, and if filming for the Television Production has commenced, royalties for the work carried out and any wishes of the Director with regard to crediting shall be respected.

Female directors shall be entitled to four (4) weeks' minimum pay of DKK 5,711 before the expected date of birth. After having given birth, the director shall be entitled to two (2) weeks of (statutory) leave at a minimum of DKK 5,711 per week and a further eighteen (18) weeks' minimum pay of DKK 5,711 after which period the director can receive maternity pay for the remaining maternity leave period.

14. Transportation, travel etc.

The Director shall pay for his/her own transportation to and from the production address in his/her own town/city.

The Producer shall pay all other transportation costs and all travel costs in accordance with the rates of the Danish state.

The Producer shall also pay for accommodation and food during travel according to account rendered.

Any arrangements that Director makes in this respect shall be subject to agreement with the production management.

Special agreements

15. Termination or postponement of contract

If the Production budget has been financed, and the Producer has started the Television Production, but has to postpone it for reasons that cannot be held against the Director, the Director shall receive pay for any work performed as well as his/her agreed weekly pay for preparation during the postponement period.

If the Producer in the same situation chooses to abandon the Television Production, the Director shall receive the agreed contract sum.

16. Breach and bankruptcy

If either party through a wilful act or gross negligence fails to fulfil his/her obligations under this Agreement and thus becomes guilty of material breach of contract, the other party shall be entitled – after having notified the other party of such breach – to terminate the Agreement by recorded delivery stating the breach upon which the termination is based. The parties agree that non-payment of pay as well as royalties owed constitute material breach.

In the event of the Producer failing to pay due amounts for more than **ten** (10) days following the receipt of a reminder sent by recorded delivery by the Director, all the Producer's rights shall lapse in future following the submission of a recorded delivery to this effect from the Director to the Producer. The Producer shall, however, be entitled to reacquire the rights at any time through the payment of the due amounts with the addition of default interest as from the due date.

In the event of bankruptcy or the suspension of payments, all the Producer's rights shall lapse thirty (30) days after the filing of a petition in bankruptcy or the application for a suspension of payments, unless a full and satisfactory guarantee has been furnished that all due amounts, including for the period prior to the filing of the petition or the application, will be paid as such amounts fall due.

17. Assignment and protest

The rights set out in this Agreement shall vest in the Producer on the condition of the Producer's correct and timely payment of the fees, percentage shares and royalties set out in Clauses 3 and 10.

The Director's condition for transferring the right of use and remedies under this provision shall also apply in relation to the Producer's partial or universal successors in the rights to the Television Production, it being a condition, however, that all claims and communication to the Producer can still be made to the Producer with binding effect on the Producer until the Director by

recorded delivery has been informed of the succession, stating a representative for the successor domiciled in Denmark to whom communication and claims can be made in future with binding effect on the successor.

Any violation of the Director's/Television Production's rights by a third party shall be protested by the Producer. The parties shall be obliged to inform each other of any such violations which may come to their attention.

18. Venue

Any disputes concerning the understanding of this Director's Agreement, its performance or termination shall – if such disputes cannot be settled amicably – be settled by

_____ an ordinary court of law in Denmark.

_____ arbitration in accordance with the applicable rules.

This Agreement shall be prepared in three (3) identical copies, each party receiving one copy and the Producer shall submit a copy to Danish Film Directors.

COPENHAGEN,

The Producer

The Director