

between

[name of Production Company]  
[address]  
[CBR-/CVR-number]  
(hereinafter referred to as “the Production Company”)

and

[name of Director]  
[address]  
(hereinafter referred to as “the Director”)

collectively referred to as “the Parties”

have on this day – on condition that the financing of the Film shall be provided – entered into the following

## **DIRECTOR’S AGREEMENT**

### **1. The Film**

The Production Company shall hire the Director to direct a Feature Film with the following working title:

**[Name of the Film]  
("the Film")**

The Film shall be based on the original idea by [name] and script by [name/names]. The film rights in respect of the script have been transferred under separate agreement between the Production Company and the rightsholder.

Screen time has provisionally been fixed at [number of] minutes. Any significant deviations from this require an agreement between the Parties.

Language of the Film: [language]

Film format: [format, e.g. HD]

The Film’s production address is the Production Company’s address, as indicated above, unless otherwise agreed.

The Film's production budget is, or is expected to be, DKK [insert amount]. The Director shall undertake to exercise his/her artistic responsibilities within this budgetary framework. Significant changes to the total budgetary framework shall be made in consultation with the Director.

The Film's release budget and release schedule shall be prepared by the Film's Distributor in collaboration with the Production Company and the Director and shall be agreed on in connection with the completion of the Film. The Production Company shall, where possible, file an application for release funding with the Danish Film Directors.

## **2. Term**

The Director's work shall comprise:

Preliminary work/development	[number of] weeks within the term [date] to [date]
Pre-production	[number of] weeks within the term [date] to [date]
Filming	[number of] weeks within the term [date] to [date]
Post-production	[number of] weeks within the term [date] to [date]
Release	[number of] weeks within the term [date] to [date]

Total [number of] weeks of work.

The completed Film is expected to be available on [date].

The premiere has been provisionally estimated for [month, year].

All terms are stated as full-time weeks – barring the release period – which constitute an estimated total time consumption within the term.

The Director shall work on the Film – within the agreed timeframe and framework for pay – until a fully mixed and approved A-copy is available. The work may be prolonged in accordance with the terms and conditions specified in this Agreement and for the assessed weekly rate for the given prolonged period.

The Director shall not, without the Production Company's consent, undertake other work which does not respect the Director's obligation to work on this Film as a first priority within the agreed timeframe.

Significant changes to the agreed production schedule which entail changes to the Director's work periods shall be agreed with the Director.

## **3. Pay**

For the total work performed, the Director shall receive a total pay of DKK [amount]. The pay shall be paid out as income taxed at source and is subject to withholding of tax. Holiday allowance of 12.5 % and pension contribution of 7,6 % shall also be paid pursuant to the Danish Film Directors' current guidelines and terms and conditions for funding.

The amount is calculated as follows: [min. DKK 20,000 on average per week, cf. Clause 2 on total number of weeks].

The pay shall include pay for overtime work, irregular work hours, and filming on Saturdays, Sundays, and holidays to a reasonable extent.

The pay shall be paid out as follows: [monthly in arrears, or as specifically agreed, or according to other payment agreement]

The Director has previously received DKK [amount] for [number of] weeks of previous development periods within the term [date-date]. If these previous development periods have been included in the above-mentioned period of preliminary work, the pay for the said previous development work also shall be included in the total pay indicated above.

Notwithstanding the preliminary prerequisite for the Agreement on the financing of the Film, it shall be made clear that any instalments paid to the Director in connection with preliminary work and/or development of the Film shall not be recovered by the Production Company, even if it shall become apparent that the Film cannot be financed.

*[In the event that the Director shall receive a Director's investment in the Film's 1<sup>st</sup> priority (pari passu with the Production Company's investment) in addition to his/her pay, the following text shall be inserted, and the amount of the investment shall be agreed in a rider to the Agreement]:*

*In addition to the pay, the Director shall receive an investment share in the Film. Once the final financing plan for the Film is available, the investment share shall be calculated as a fixed percentage relative to the Film's other financial contributions, categorised as investment contributions. The share shall be paid out pro rata and pari passu with other investment contributions without any time limit for such share of the income generated by the Film as is to be distributed among the Film's private investors.*

The Parties agree that the budget's uncertainty margin (contingency) to the fullest extent possible shall be spent on the production of the Film, if this shall prove necessary/expedient. Insofar as an unspent budget uncertainty margin subsequently remains and this is owing, among other things, to the Director's planning of the direction work, the Parties shall discuss a possible internal distribution of the unspent budget uncertainty margin. Otherwise, the unspent budget uncertainty margin shall be carried over as income generated by the Film.

#### **4. Job description**

The Director shall make the Film, which includes the following functions:

1. Participation in development of script written by another scriptwriter as well as storyboard.
2. Research; selection of executives for the technical team; casting; reading and arrangement rehearsals, if any; approval of image- and sound concept as well as approval of production schedule and release schedule in collaboration with the Production Company.

3. Direction.

4. Planning and approval of editing and sound; selection and approval of music; final mixing; laboratory contact as well as approval of first copy and digital master of the Film in collaboration with the Production Company.

5. Participation in the preparation of the release concept; approval of final title, stills, poster, and trailer. Narration of an audio commentary track in connection with the production of a DVD as well as availability in connection with an interview, if any, for the DVD, if this shall be deemed expedient by the Production Company/Distributor.

6. Availability in connection with press showings, interviews, etc., unless other engagements, planned vacation, or the like prevent this. To the extent that the Director's work in relation to release exceeds the estimated term mentioned in Clause 3, the Director shall receive a specified remuneration per working day. The Production Company shall ensure that this remuneration is allowed for in the release budget.

## **5. Responsibilities and obligations**

The Director shall assume the overall artistic responsibility for the Film (final cut).

The Production Company shall assume the overall financial and administrative responsibility for the Film.

The Production Company and the Director shall on a continuing basis consult with each other in relation to significant issues concerning the Film, including cast, crew, format, duration, colour, censorship category, budgets, production schedule, locations, laboratory, the title of the Film, post-production scheduling, mixing, release scheduling, etc.

The Director shall to the best of his/her ability – and in accordance with the Production Company's instructions – carry out his/her tasks in such 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 Production Company shall jointly make the necessary changes and reductions and decide in which areas cost savings may be achieved.

The Production Company shall be obliged to clearly credit the Director in the Film's opening- and end credits as well as in advertising and other marketing materials released in connection with the Film, including, but not limited to, posters, websites, trailers, billboards, and DVD covers, etc.

The Production Company shall be obliged to enter into distribution agreements for the Film which ensure the widest possible distribution of the Film on as many platforms as the Film's potential shall allow.

## **6. Film credits**

The Director shall be credited in accordance with due care and diligence for crediting and usual practices in the business.

If the Film is based on the Director's original idea, and the Director has participated in writing/developing the script, the Director shall be entitled to an "a Film by [the Director] credit".

The Production Company shall be obliged to clearly credit the Director in the Film's opening- and end credits as well as in advertising and other marketing materials released in connection with the Film, including, but not limited to, posters, fliers, websites, trailers, billboards, and DVD covers, etc.

If the Film shall be screened on VOD platforms, the Production Company and the Distributor shall do their utmost to credit the Director on the Film's main page on the VOD platform.

## **7. The Production Company's acquisition of rights**

The Director hereby assigns the exclusive right to the Production Company - unlimited in terms of time and geography and/or other limitations - to make copies of the Film and to make the Film available to the public with or without subtitles and/or dubbing in any language (including translation of captions/"shorts"/graphics in the Film); partly via public projection, in particular in cinemas, on any form of television (including free-TV, pay-TV, pay-per-view, pay-per-event, cable- and satellite TV), telephones, digital and interactive media including online/on-demand media, as well as Internet exploitation including webcasts, and all other existing and future, novel methods of projection; partly by means of commercial or non-commercial exploitation and/or distribution in any form including sale, rent, and/or lending of the Film in any format, including in particular video cassettes, laser discs, CD-i, DVDs, DIVX, CD-ROMs, and all other existing and future, novel methods for exploitation and/or distribution.

The Production Company shall be entitled to exploit trailer, release materials, excerpts from the script/storyboard, stills, film clips, and sketched reproductions of scenes from the Film for promotion of the Film and/or the Production Company. Use in other contexts requires prior written agreement with the Director.

In case of secondary exploitation by a third party, the Director shall be entitled to remuneration, pursuant to Clause 13 in this Agreement and other similar collective agreements that apply to use of the Film. The Production Company shall not be liable for payment of such remuneration.

The Production Company shall be entitled to co-produce the Film together with one or more co-production companies, group-related or external companies, and to assign the rights acquired under this Agreement in whole or in part to any third party, provided that the third party in writing confirms its intention to respect this Agreement. Such assignments of the right to produce and distribute the Film shall not entail royalties to the Director.

The following time limits for exploitation shall apply, whereby Section 54 of the Danish Copyright Act (Ophavsretsloven) shall be derogated from:

a) The Production Company shall exploit the Film for cinema exhibition no later than 3 (three) years after completion of filming.

b) The Production Company shall exploit the Film in the form of VOD exhibition on all relevant platforms, television exhibitions as well as via distribution on physical media (DVD and the like) and on interactive media no later than 5 (five) years after completion of filming.

c) The time limit for exploitation on yet unknown forms of exploitation shall be 10 (ten) years from the introduction of the form of exploitation concerned.

After expiration of the time limit for exploitation and after expiration of notice from the Director, the Director's rights shall revert to the Director. The notice shall in either case remain in effect for 9 (nine) months. If the Production Company prior to expiration of the notice shall launch the exploitation of which the Director has given notice, the rights shall not revert to the Director.

## **8. The Director's rights**

Any changes to the Film, including distribution in divided form, shall only be made subject to prior written agreement with the Director.

Insertion of broadcaster logos as well as interruptions for commercials shall only be made in accordance with best practice, respecting the Director's droit moral, cf. Section 3 of the Danish Copyright Act.

Minor cut-outs on grounds of local censorship shall be accepted to the extent that they are necessary in a given medium/territory.

Dubbing in the form of a pan-scanned version, cropped version, and similar technically facilitated dubbing shall only be undertaken while respecting the Director's droit moral, cf. Section 3 of the Danish Copyright Act. Such dubbing shall only be undertaken to the extent that it is required for technical reasons in a given territory, and the Director shall be entitled to manage, supervise, or approve such versions.

If the Film is released on DVD/Blu-ray or other physical media, the Director shall be entitled to 10 (ten) copies of each format free of charge. The Director shall use these copies for his/her own personal use only and/or for educational purposes to the extent that this shall not adversely affect the distribution of the Film.

The Director shall be entitled to disseminate and show certain clips, trailers, and other release material from the Film on his/her own website, his/her agent's website, or other relevant websites. The Director shall be entitled to show the Film in small, limited fora, provided this can be done without adversely affecting the distribution of the Film or without infringing third-party rights. The Production Company shall assist in this to the greatest possible extent.

The Production Company shall invite the Director to A-film festivals if the Film has been entered into a competition or is premiered at such a festival. Related expenditures may be sought to be covered by the income generated by the Film to the extent that they cannot be covered by external financing or funding for participation in festivals, which the Production Company shall apply for to the widest possible extent.

Any prize money awarded to the Film shall be considered as a prize awarded to the Director and shall thus accrue to the Director unless another function in the Film is explicitly awarded with the prize.

## **9. Accounts**

The Production Company shall keep accurate accounts of the Film's income and expenditure in accordance with sound accounting practice.

The Director shall be entitled to continual access to cost reports during the entire production period and fortnightly during filming and post-production.

The Director shall have the right of access to the Film's budget, financing plan, and accounts. The Director shall – if desired, through an accountant designated by him/her – have the right of access to all accounting matters and to check vouchers related to the Film in order to be able to check the calculation of royalties, cf. Section 57 of the Danish Copyright Act.. If it appears from an audit that the Director's royalties have been miscalculated by more than 5 % in favour of the Director, any accountant fees shall be paid by the Production Company.

The Production Company shall submit the following accounting materials to the Director:

(a) Production- and release accounts audited by a state-authorized public accountant no later than 6 (six) months after the Film's premiere.

(b) Semi-annual written statement of the income generated by the Film during the first 12 (twelve) months after the Film's premiere, verified by a state-authorized public accountant or prepared by an approved collecting agent.

(c) Subsequently, annual, detailed statements verified by a state-authorized public accountant or prepared by an approved collecting agent.

## **10. Royalties**

For the exploitation of the rights, cf. Clause 7, the Director shall receive royalties of [min. 5] % of the net income generated by the Film from the time when the budget overruns and expenses for copies and release (the Film's priority zero) and the private investment in the Film (the Film's 1<sup>st</sup> priority) shall have been recouped.

When the private investment with the addition of 100 % has been recouped, the royalty rate shall be increased to [min. 10] %.

The Director recognises that certain foundations claim recovery of aid granted before royalties shall be paid out to the Director, e.g. Nordisk Film & TV Fond and Eurimage.

The private investment in the Film shall be calculated in accordance with the Danish Film Directors' applicable terms and conditions for financial support. Private investment shall be understood as investment in the Film by the Production Company and independent co-production companies as well as other independent investors with a view to generating a return.

Financing by television stations/VOD services etc. constitute payment for showings and thus do not form part of the private investment. Similarly, any other presales and contributions by foundations and/or film institutes shall not form part of the private investment.

The amount of the private investment shall be calculated on the basis of the audited production accounts and in accordance with usual practices in the business and applicable terms and conditions for funding.

The Film's expenditures in priority zero shall be calculated in accordance with the Danish Film Directors' applicable terms and conditions for funding.

All the Film's revenues, expenses, private investments, distributor remuneration, etc. shall be calculated in accordance with the Danish Film Directors' applicable terms and conditions governing financial support and in accordance with the usual practices in the business.

No separate royalties shall be paid from presales that form part of the financing of the Film.

Royalties shall be paid out twice a year during the first 12 (twelve) months after the premiere of the Film on the basis of the income generated by the Film during the previous calendar half-year. Royalties shall subsequently be paid once a year on 31 December on the basis of the income generated by the Film during the previous calendar year.

## **11. Remake Rights**

The exclusive right shall be transferred to the Production Company within 20 (twenty) years to produce a remake of the Film and to make a new Film or series ("concept remake"/"spin-off") and a follow-up of the Film with one or more films or sequels ("prequels"/"sequels"), hereinafter referred to as "the Remake Rights".

If the Production Company shall exploit or let others exploit the Remake Rights to make a Danish production (with a Danish Delegate Production Company and/or in the Danish language), the Director shall first be offered the right of first refusal to manage the direction of the new production on market conditions. If the Director as a result hereof shall become the Director on the new production, the Director shall not receive remuneration/royalties under the provisions set out below.

In case of the Production Company's own exploitation of the Remake Rights, the Director shall be entitled to a fee equivalent to [min. 20] % of the Directors total pay, cf. Clause 3, index-linked to the development in the net price index.

In case of the Production Company's retransfer of the Remake Rights to a third party, the Director shall be entitled to a royalty of [min. 20] % of the net income generated by exploitation of the sale/licensing of the Remake Rights. The net income is defined as all gross income (regardless of how it is distributed between the Production Company and any co-production companies, etc.), less documented equitable and direct costs related to the sale/licensing.

## **12. Other follow-up rights /secondary exploitation**



The Production Company shall exclusively acquire the Director's rights worldwide to exploit the Film's main idea, plot, gallery of characters, conceptualisation, etc. to produce and sell audio track, soundtrack, and props from the Film, whether this shall be done for profit or to promote the Film. The Production Company's revenue from these forms of exploitation, less up to a maximum of 30 % to cover sales costs, are included in the income generated by the Film, cf. Danish Film Directors' applicable terms and conditions for funding.

The Production Company shall exclusively acquire the Director's rights to produce/sell/perform the following:

- Merchandise
- Multimedia products, e.g. computer games, CD-ROM products, Internet products, and products for telephones.
- Publication of books, whether in printed, electronic, audio, or digital format.
- All forms of live and theatre performances based on the Film.

In relation to the exploitation of these rights, the Parties shall enter into a separate agreement on the Director's remuneration/royalties.

### **13. Secondary remuneration/Copydan etc.**

The Parties shall retain their right to remuneration in pursuance to Sections 13, 17, 30a, 35, 39, and 50, subsection 2, of the Danish Copyright Act and similar international rules in force or such that may later supplement or substitute these in relation to remuneration for the rights which now and in future shall be comprised by these and new Danish and international collectively managed rights. The same shall apply to payments by other Copydan organisations or similar copyright management organisations or other collective arrangements.

As regards aggregators carrying out activities comparable to the use covered in Section 35 of the Danish Copyright Act, but which do not fall within the scope of Section 35, e.g. because the use seen from a copyright law point of view is being carried out by another party, the Director and the Production Company shall notwithstanding any other contractual terms each retain their right to remuneration in relation to such exploitation.

If outside the scope of the above-mentioned legal provisions, but in comparable instances of use, the production shall be used for educational purposes, in museums and libraries, and for research, etc. and in instances of showings with an audience in physical locations, including hotels, shops, restaurants, offices, hospitals, ships, etc., barring cinema exhibitions, however, the Director and the Production Company shall, notwithstanding any other contractual terms, each shall retain their right to remuneration for such use.

The reserved right to remuneration under these provisions shall be enforced only through a collective management organisation (e.g. Copydan). The viewpoint of the Parties is that the right to remuneration shall be sufficient, in part to obtain collective licence agreement approval in relation to the above-mentioned collective licence agreement provisions and the agreements under Section 50, subsection 2, of the Danish Copyright Act, and in part to secure payment of claims by a third party effected by means of judicial remedies.

The Director shall not prohibit use under these provisions without the Production Company's consent. Payment to the Production Company for use under these provisions do not give rise to payment of royalties to the Director.

Remuneration 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 provisions on royalties set out in this Agreement. This shall not affect the Director's right to any future library fees for video/DVD/on-demand lending paid directly to Directors, cf. the library fees scheme.

This Agreement does not preclude the Director's possibility of receiving remuneration under an agreement between the Danish Film Institute and Copydan AVU-media on distribution of video cassettes and DVDs and distribution through Filmstriben.

The Director shall retain all non-transferred rights.

#### **14. Illness etc.**

The Director is entitled to pay during illness. If the Director falls ill during the term of contract, the Production Company shall be notified without delay and may demand a medical certificate.

In the event of the Director falling ill, the Parties shall initially attempt to postpone the production as appropriate. If the nature and duration of the Director's illness are such that despite possible postponement, they shall inflict a substantial practical and financial burden on the Production Company, the Production Company shall be entitled to terminate the contract in writing with reasonable notice.

In the event the Agreement with the Director shall be terminated on grounds of illness, or the Director with other lawful justification is unable to complete the Film, the Parties shall, jointly, if possible, appoint a new Director to carry out the work. The Director shall be entitled to receive proportional pay (assessed on the basis of the Director's total work performed) and – if filming has commenced – royalties and Remake Rights/other follow-up rights to his/her work performed and any wishes with regard to crediting shall be respected.

The Director shall be entitled to maternity leave/parental leave in accordance with applicable rules and regulations.

#### **15. Transportation, travel, etc.**

The Director shall pay for his/her own transportation to and from the production address, i.e. the Production Company's address, unless otherwise agreed. The Production Company shall cover all other transportation costs and all travel costs according to the rates of the Danish state or against bill.

In the event that pre-production, production, post-production, or release shall necessitate overnight stays outside the municipality of the Production Company's address, the Production Company shall reimburse transport costs, meal expenses, and accommodation costs according to the rates of the Danish state or against bill. The Director shall not make arrangements in this regard without prior agreement with the Production Company.

The Parties may enter into a special agreement if filming requires the Director to stay abroad for extended periods of time.

#### **16. Postponement or abandonment of the Film**

If the Production Budget has been financed, and the Production Company has commenced work on the Film but has postponed it for reasons that cannot be held against the Director, the Director shall receive pay for any work performed as well as compensation during the postponement period as agreed, unless the Director shall be able to obtain other appropriate income.

In the event that the Production Company in the same situation shall choose to abandon the Film for reasons not related to the Director, the Director shall be entitled to full pay, cf. Clause 3, understanding that the Director shall be obliged to seek other, appropriate work in order to minimize the Production Company's expenses. The remainder of the pay may be paid in instalments over a period of 6 (six) months. In the event that the Production Company abandons the Film, the Director shall have the option to attempt to bring the Film into reality in a different setting, such that a new Production Company shall be entitled to enter into all contractual relationships regarding the Film. The Film shall not be completed with another production company unless the Production Company's investment shall be included in the Film's new financing plan or shall be covered by another production company and/or further funding, as it appears from the investment plan at the commencement of work on the Film or from the updated cost report.

#### **17. Breach and bankruptcy**

If either Party by gross negligence fails to fulfil their obligations under this Agreement, and if the breach, after receipt of a written notice stating the breach, has not been rectified within 5 (five) days of filming and within 30 (thirty) days beyond these, the other Party shall be entitled to terminate the Agreement. The Parties agree that non-payment of remuneration and royalties owed shall constitute material breach.

In the event of the Production Company failing to pay amounts due for more than 10 (ten) days after receipt of reminder by the Director, all the Production Company's rights shall lapse in future upon a recorded delivery to this effect from the Director to the Production Company. The Production Company shall, however, be entitled to reacquire the rights at any time through payment of the amounts due with the addition of default interest from the due date, unless in the meantime another production company has commenced completion of the Film.

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

#### **18. Assignment of rights and infringement**

The rights set out in this Agreement shall vest in the Production Company on the condition of the Production Company's correct and timely payment of the payments set out in Clauses 3, 10, 11, and 12.

In addition, the Production Company shall have the right to transfer its rights or parts thereof under this Agreement – and in full discharge of related commitments – to a third party, it being a condition that the third party shall communicate in writing to the Director that it shall respect the Director’s rights under this Agreement. As regards these assignments, the Production Company shall secure written proof of the Director’s receipt of notification of the assignment with specification of a third-party representative domiciled in Denmark to whom notifications and claims shall be forwarded with binding effect on the third party. In the meantime, the Director shall submit notifications and claims to the Production Company with binding effect on the Production Company.

Any infringement of the Director’s/Film’s rights by a third party shall be protested against by the Production Company, who may take legal action against the third party. The Parties shall be obliged to inform each other of any such infringement which may come to their attention.

### **19. Sensitive personal data**

In relation to entering into this Agreement and to the performance thereof, the Production Company shall process a number of personal data on the Director. This data shall be processed in accordance with the Production Company’s privacy policy in force at any given time, of which the Production Company shall secure written proof that the Director has been informed.

### **20. Applicable law and jurisdiction**

This Agreement and the reciprocal relationship of the Parties are subject to Danish law.

The Parties shall seek to settle any dispute by means of mutual, direct negotiations, e.g. with one Party being represented by an adviser. Disputes that cannot be settled amicably shall, at the plaintiff’s discretion, be brought before the City Court of Copenhagen (Københavns Byret) as first instance or before the Danish Institute of Arbitration (Voldgiftsinstituttet) as an arbitration case subject to the Danish Institute of Arbitration’s rules hereon, which shall apply at the initiation of the arbitration proceedings.

The Production Company:

The Director:

Date:

Date:

---

Production Company, p.p. Producer [name]

---

The Director [name]