CONTRACT BETWEEN screenwriter - DIRECTOR AND PRODUCER

Between

Name and first name and/or Company:

Address:

hereinafter referred to as the Author,

and

The company:

with registered office at:

registered in the trade register in:

under the number:

validly represented by:

hereinafter referred to as the Producer,

it is agreed as follows:

Article 1: object of the contract

The object of this contract is the creation and exploitation of the audiovisual work (hereinafter referred to as the Work) described in Article 2 of this contract.

I. CREATION

Article 2: description of the Work

2.1. Title:

2.2. Genre: q feature film q short film q documentary q TV film q animation film

q other:

2.3. Possible co-authors of the Work:

2.3.1. Co-screenwriter:

2.3.2. Co-director:

2.3.3. Author of the existing work (book, theatre play,...):

 Title of the existing work:

2.3.4. Composer of the music specifically created for the Work:

2.3.5. Author of dialogues and/or comments:

2.3.6. Graphic designer (of the animation):

2.4. Name script editor:

2.5. Duration (approximately):

2.6. Language original version:

2.7. Initial purpose: q cinema q TV q video q non-commercial circuit

q other:

2.8. Medium:

2.9. q colour q black & white

2.10. Production budget:

Article 3: screenplay: delivery procedure and payment

3.1 Synopsis

Upon signing this contract, the Author shall provide the Producer with a synopsis. For this, the Author shall receive from the Producer a fixed amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (excluding any VAT due), which shall be settled upon signing this contract.

3.2 First version of the screenplay

The Author undertakes to provide the Producer with a first version of the screenplay within a period of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ starting from the signing of this contract.

For this, the Author shall receive from the Producer a fixed amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (excluding any VAT due), which shall be settled upon delivery of the first version.

3.3 Final version of the screenplay

The Author undertakes to provide the Producer with the final screenplay within a period of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ starting from the written acceptance of the first version.

For this, the Author shall receive from the Producer a fixed amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (excluding any VAT due), which shall be settled upon delivery of the final version of the screenplay.

3.4. Refusal of the first or final version of the screenplay

The Producer may refuse the first and final version of the screenplay for good reasons. He shall communicate his decision in this respect by registered letter within a period of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after its delivery.

In this case, the Author shall rework the relevant version of the screenplay without being able to claim any additional compensation. The Author shall hand over the revised version within a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , starting from the decision of the Producer to refuse.

The Producer may also refuse the revised version for good reasons. He shall communicate his decision in this respect by registered letter within a period of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after its delivery.

In that case (delete as appropriate):

* he may call upon a third party to complete the screenplay. The Author shall retain his copyright on his contribution to the screenplay and shall benefit from the remunerations provided for in Article 9, which shall be adjusted proportionately. All provisions of this contract relating to the direction will lapse.
* this contract will be automatically terminated and the Author will again have all his rights to the screenplay. If this occurs with the first version of the screenplay, the Author shall reimburse the remuneration provided for in article 3.2, but shall retain the amount provided for in article 3.1. If this occurs with the final version of the screenplay, the Author shall reimburse the remuneration provided for in article 3.3, but shall retain the amounts provided for in articles 3.1 and 3.2. If these amounts have not yet been settled or have only been partially settled, they shall become immediately due and payable. The Producer may not rework the screenplay or have it reworked without the prior written consent of the Author.

3.5. Script editor

If the Producer decides to use a script editor, the Author shall have a say in the choice of this script editor.

The Producer will determine in his contract with the script editor that the latter is not regarded as a co-author and cannot claim any part of the royalties distributed by the authors' associations.

Article 4: services of the Author as director

The Producer entrusts the Author with the following artistic services (delete what does not apply):

- participate in the preparation of the production

- make the script

- take charge artistically

- lead the recordings

- choose the actors, technicians and employees in consultation with the Producer

- draw up the plan of action in consultation with the Producer

- determine the locations, recording studios, etc. according to the plan of action

- direct the actors

- approve the sets, costumes, make-up and hairstyles

- take charge in the editing, colour correction, mixing, post-synchronisation and the entire post-production until the final version of the Work

- choose the music or the composer, in consultation with the Producer

- participate in the promotion of the Work, within the limits of his professional and personal possibilities. Separate agreements will be made between the Author and the Producer regarding the conditions and modalities under which the Author will perform this task.

- assemble the trailers of the Work, in consultation with the Producer

- other descriptions:

Article 5: time limits

The preparation will take about \_\_\_\_ weeks.

The recording period will take approximately \_\_\_\_ weeks. The start of the recording period is scheduled for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The editing of the film will take approximately \_\_\_\_ weeks.

Article 6: remuneration for the services of the Author as director

The remuneration of the Author in his capacity as director amounts to €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall be paid in the following way:

\_\_\_\_\_ % at the signing of this contract;

\_\_\_\_\_ % on the first day of pre-production;

\_\_\_\_\_ % on the first recording day;

\_\_\_\_\_ % on the last recording day;

\_\_\_\_\_ % upon delivery of the answer print.

II. EXPLOITATION OF THE AUDIOVISUAL WORK

Article 7: description of the licensed audiovisual exploitation rights

Subject to proper observance of all the provisions of this contract, the Author hereby grants the Producer the following audiovisual exploitation rights under an exclusive licence:

7.1. Reproduction

a. The right to produce the Work by any audiovisual means, with original or dubbed sounds and/or voices, with titles and subtitles in any language and with dubbing.

b. The right to make a number of originals and copies of the Work to be determined by the Producer on any audiovisual medium, in all formats and dimensions.

c. The right to put the aforementioned media into circulation (or have them put into circulation) with a view to the exploitations provided for in Articles 7.2. and 7.3.

7.2 Public screening, broadcasting and retransmission

a. The right to publicly show the entire Work or excerpts thereof in any way.

b. The right to broadcast and retransmit the entire Work or excerpts thereof, against payment or not, on individual request or not, and by any means (Hertzian waves, satellite, wire, fibre glass, cable, direct injection, Internet, pay-per-view, (near) video-on-demand,...).

7.3. Secondary use

a. The right to publish or reproduce elements from the Work (photos, sound fragments, texts,...), all of this exclusively for promotional purposes. In addition, the right to publish and reproduce the short content of the Work in all languages, also exclusively for promotional purposes.

b. The right to use the Work on analogue and digital media intended for sale, rental or public lending.

c. The right to participate with the Work in fairs, markets, festivals and competitions.

Article 8: restrictions

The Author expressly reserves the following rights:

a. The rights concerning the non-audiovisual exploitation of the screenplay, including:

- the rights for theatre and related adaptations;

- the rights for adaptations in the form of books or brochures, and as a comic strip;

- the rights to the reproduction and distribution of elements from the Work (photos, sounds, texts,...) for other than promotional purposes (including graphic and merchandising rights).

b. The rights to remakes.

c. The rights to sequels.

d. All exploitation rights that are not explicitly licensed under Article 7.

Article 9: remuneration for audiovisual exploitation rights

The Author declares to be a member of the authors' association Sabam CV-SC, established in 1000 Brussels, Rue des Deux Eglises 41-43. Depending on the exploitation method and the territorial exploitation area, some remunerations are paid directly to the Author by Sabam.

In exchange for granting the exclusive licence as described in Article 7 of this contract, the Author is entitled to the remunerations mentioned below.

9.1. Public screening in halls (cinemas, festivals,...)

For this exploitation, the Producer pays to the Author \_\_\_\_\_\_\_% as screenwriter and \_\_\_\_\_\_\_% as director on the gross income received by the Producer (and any co-producers) under this exploitation.

9.2. Communication via television (Hertzian waves, cable, direct injection, satellite,...)

For this exploitation, the Producer pays to the Author \_\_\_\_\_\_\_% as screenwriter and \_\_\_\_\_\_\_% as director on the gross income received by the Producer (and any co-producers) under this exploitation.

However, this remuneration is not due by the Producer for broadcasts for which Sabam directly or indirectly collects copyright royalties from the broadcasters. Subject to changes during the term of this contract, it concerns broadcasts in Algeria, Argentina, Belgium, Chile, Congo, France, Greece, the Grand Duchy of Luxembourg, Israel, Italy, Japan (only the share of the screenplay), Latvia, Lithuania, Morocco, Mexico, Monaco, the Netherlands (only the share of the screenplay and excluding cinema, cartoons and documentaries), Panama, Poland, Portugal, Romania, Spain, Togo, the Czech Republic, Uruguay, Venezuela and Switzerland. The Producer can always ask Sabam whether or not it collects royalties for the Author for a certain broadcast.

The Producer shall agree with the broadcasters that the copyright royalties of the Author will be managed through the authors' associations.

9.3. Communication via Internet, pay per view and (near) video-on-demand

For this exploitation, the Producer shall pay to the Author \_\_\_\_\_\_\_% of the gross income received by the Producer (and any co-producers) under this exploitation.

However, this fee is not due in cases where Sabam collects copyright royalties directly or indirectly from the users (content providers, distributors,...).

The Producer shall agree with the users that the copyright royalties of the Author will be managed through the authors' associations.

9.4. Duplication of the Work on media (video cassettes, CD-I, CD-ROM, laser disc,…) intended for lending, sale or rental.

For this exploitation, the Producer shall pay to the Author \_\_\_\_\_\_\_% as screenwriter and \_\_\_\_\_\_\_% as director on the gross income received by the Producer (and any co-producers) under this exploitation.

This fee is not due by the Producer if Sabam collects the copyright royalties directly or indirectly from the manufacturers of the media.

The Producer shall agree with the manufacturers of the media that the copyright royalties of the Author are managed through the authors' associations.

9.5. Private copying (on blank image or sound media)

The share of the Author in the remuneration for private copying is collected directly or indirectly by Sabam from the manufacturers, importers and intracommunity purchasers of media that can be used for the reproduction of sound or audiovisual works, or of devices that enable the reproduction.

9.6. Public lending

The share of the Author in the remuneration for lending for educational or cultural purposes is collected directly or indirectly by Sabam from the institutions officially recognised or established for this purpose by the government.

9.7. Rental

For this exploitation, the Producer shall pay to the Author \_\_\_\_\_\_\_% as screenwriter and \_\_\_\_\_\_\_% as director on the gross income received by the Producer (and any co-producers) under this exploitation.

9.8. Participation in fairs, markets, festivals and competitions

The Author shall not receive any separate remuneration for this exploitation method. Any prizes awarded for the screenplay or for the direction belong solely and directly to the Author. Prizes awarded to the Work as a whole shall be distributed as follows:

9.9. Percentage of receipts after repayment of cost price

Irrespective of the amount of the remunerations already provided for in this contract, the Producer shall, after repayment of the cost price of the production, pay to the Author an additional percentage of \_\_\_\_\_\_\_\_% as screenwriter and \_\_\_\_\_\_\_% as director on all gross receipts (including those of any co-producers) arising from the exploitation.

Article 10: moral right

The moral rights of the Author are expressly reserved.

The Producer undertakes to clearly state the Author's name as screenwriter and director in the credits and on the promotional material of the Work. He shall impose compliance with this commitment on distributors and operators. The Author nevertheless reserves the right to make himself known under a pseudonym.

The Director will not invoke his right to respect for the Work to oppose practices that are customary in the audiovisual sector, such as the interruption by advertising messages (insofar as they are clearly distinguished from the Work).

The Director and the Producer will determine the final version of the Work by mutual agreement.

The final version may not be changed or shortened without the written permission of the Director.

Article 11: payment terms

The exploitation accounts relating to the Work, containing a detailed overview of gross receipts by exploitation method, will be determined every six months during the first three years, i.e. on 30 June and 31 December of each year. Afterwards, they will be determined annually, on 31 December of each year.

Within one month after determining the exploitation accounts, they will be sent to the Author, together with the sums and proceeds of the percentages accruing to the Author.

With a view to the remuneration determined in Article 9.9, the Producer shall provide the Author with a detailed overview of the cost price of the production within 12 months after the Work has been put into circulation.

Insofar as the Producer does not settle the amounts owed by him within 15 days after they have become due and payable, they shall, from that time onwards, automatically and without any notice of default being required, yield an interest of 1% per month commenced, without prejudice to the right of the Author to terminate the contract for breach of contract and if necessary to claim damages.

Upon simple written request, the Author shall be entitled, within 10 days of his request, to inspect all accounting documents relating to the exploitation of the Work in all offices and any branch offices of the Producer, and to ask the Producer or his accountant for any justification with regard to the exploitation accounts that are presented. If he so desires, he may, at his own expense, be assisted by a third party of his choice. Any additional amounts due will be paid within one month of the inspection.

If the difference between the amounts declared and paid by the Producer and the remuneration actually due is more than 5%, the additional amounts due shall automatically and without any notice of default be increased with an interest of 1% per month commenced, counting from the time when they should have been paid. In that case, the inspection costs shall also be borne entirely by the Producer.

III. GENERAL PROVISIONS

Article 12: services of the producer

The Producer shall provide the Author with the resources necessary for the performance of his duties as director.

If the Producer instructs the Author to edit an existing work, the Producer shall obtain permission from the right holders of the existing work.

The Producer undertakes to request the required permissions to indemnify the Work against claims from third parties, including permissions for the use of photographs, texts, images of persons and music.

Furthermore, the Producer guarantees an exploitation of the Work in accordance with fair professional practices. He will also make every effort to (have) the necessary promotion carried out with a view to the exploitation of the Work.

The Producer will make every effort to enable the identification of the Work with a view to controlling the exploitation and management of the copyrights.

The Author will be regularly informed by the Producer of any exploitation of the Work.

In accordance with fair professional practices, it is expressly agreed that if the Producer provides advice, doctoring, suggestions or comments, this does not confer on him the capacity of author.

Article 13: termination clause

a. If the Producer fails to comply with one or more of the obligations to which he has committed himself in this contract, the Author has the right to terminate this contract by registered letter with immediate effect and by operation of law, if the Producer has not responded positively to this 30 days after the registered notice of default by the Author.

 In that case, all consents and rights granted by the Author to the Producer under this contract shall be withdrawn with immediate effect and the Producer shall therefore no longer be entitled to continue to exploit the Work in any form whatsoever. The Author then retains the payments he has already received, and the amounts still due shall become immediately due and payable, subject to any damages and interest to the benefit of the Author.

b. If the Author fails to comply with one or more of the obligations to which he has committed himself in this contract, the Producer has the right to terminate the cooperation by registered letter with immediate effect and by operation of law, if the Author has not responded positively to this 30 days after the registered notice of default by the Producer.

 In that case (delete as appropriate):

- the Author reimburses the remunerations already received and the Producer is not entitled to continue to exploit his contribution in any form whatsoever, subject to any damages and interest to the benefit of the Producer.

- the Producer may use the contribution of the Author for the purpose of completing the Work. The Author shall retain his copyrights to his contribution and shall benefit from the remunerations set out in Articles 3, 6 and 9, which shall be adjusted proportionately. All rights and obligations provided for in this contract remain applicable to the contribution already made.

Article 14: protection of rights and guarantee

Subject to the provisions of Article 12 § 2, the Author declares that the screenplay is original and his own and does not infringe any intellectual property rights of third parties. He shall indemnify the Producer against all claims in this respect.

The Author guarantees the Producer that, subject to the obligations entered into towards Sabam, he may freely dispose of the rights granted under this contract.

Subject to the right of Sabam to take action against infringements by users of the Work on the basis of the Author's membership contract with Sabam, the Author authorizes the Producer to combat counterfeiting and unauthorized exploitation of the Work, at his own expense and risk. The Producer and the Author undertake to inform each other when they become aware of such infringements. If the Producer initiates proceedings, he shall inform the Author thereof in advance.

The amounts recovered by the Producer as a result of evaded rights will, after deduction of legal costs and the lawyer's fee, be subject to the percentages set out in Article 9 in order to calculate the author's share. This applies to the principal as well as to the damages and interest. This rule is also applied in the event of an amicable settlement.

Article 15: expenses

Upon presentation of supporting documents, the Producer shall immediately reimburse all expenses incurred by the Author that are necessary for the execution of this contract.

Article 16: duration of the licence

This exclusive licence is valid for a period of \_\_\_\_\_ years from the date of signature of this contract.

However, if the Work has not been put into circulation within \_\_\_\_ years after signing this contract, the contract will automatically lapse and the Author will again have full disposal of his rights to the Work, while retaining the amounts paid to him up to that point. The amounts still due shall become immediately due and payable.

Article 17: territorial scope of the licence

This exclusive licence applies to all countries of the world.

Article 18: declaration, safekeeping, filing and registration

The Author is responsible for the declaration of the Work to Sabam. This declaration by the Author is completely separate from the statement of the music used in the Work, which the Producer must deliver to Sabam.

The Producer undertakes to store the originals as well as the unused sound and visual material with all due care. The Author has a right of access to the originals.

Article 19: transferability of the rights granted

The Producer has the right to transfer the rights hereby acquired under exclusive licence to third parties.

In that case, the Producer shall contractually impose full compliance with his obligations towards the Author on the transferee and shall continue to guarantee compliance with these obligations by the transferee.

If the Producer exercises this right, he will inform the Author in advance by registered letter with acknowledgement of receipt. Within a period of 30 days after the transfer, the Author will receive a copy of the transfer agreement.

Article 20: applicable law and competent court

This contract is subject to Belgian law.

In case of dispute, only the civil courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are competent.

Drawn up in two original copies, of which each party declares to have received one,

in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

the Producer the Author