

## SCHEDULE A

### ACTORS FEATURE FILM COLLECTIVE AGREEMENT STANDARD CONTRACT 2012 VERSION

**PRODUCTION TITLE** .....  
**FILM CATEGORY** .....  
**PRODUCTION COMPANY** ..... (**ABN** .....)  
**ADDRESS** (Production Office) .....  
**PHONE** .....  
**ARTIST'S NAME** .....  
**ARTIST'S ADDRESS** .....  
**JUST SUPER NUMBER** .....  
**AGENT'S NAME** .....  
**AGENT'S ADDRESS** .....  
**PHONE** .....

This **AGREEMENT** dated ..... 200\_ is between the abovementioned production company of the one part ("the Producer") and the above-mentioned Artist of the other part ("the Artist") in respect of the above-mentioned production ("the Film").

#### WHEREAS:

**A. THIS AGREEMENT** incorporates and includes all of the terms and conditions of The Actors Feature Film Collective Agreement 2012 (as amended) ("AFFCA") between the Media Entertainment and Arts Alliance ("MEAA"), the Screen Producers Association of Australia ("SPAA") and the Independent Producers Initiative Inc ("IPI Inc") as if those terms were written herein. In the event of any inconsistency between the terms of this Contract and the terms of AFFCA, the terms of AFFCA shall prevail.

**B. THE PRODUCER** has agreed to engage the Artist to perform the part of ..... for the Film.

**C. RIGHTS:** The Artist acknowledges that for the total fees set out hereunder the Producer, for the percentage designated, has acquired the following rights:

<i>(delete and initial those rights not acquired)</i>	Australian Free Television Rights	
	4 runs over 5 years	20%
	or 5 runs over 5 years	or 25%
	Australian Ancillary Rights and Australian Pay Television Rights	20%
	World TV Rights excluding US Network*	25%
	World Theatrical Rights*	25%
	World Ancillary Rights excluding Australia*	20%

**PERCENTAGE TOTAL:** \_\_\_\_\_

and these rights are hereby assigned.

\*Note: World TV Rights excluding US Network, World Theatrical Rights and World Ancillary Rights excluding Australia are limited to a period of 4 years in North America. Thereafter North American Residuals are payable in accordance with clause 39A.3 of the AFFCA.

Subject to payment by the Producer to MEAA of the Residual Fees payable in accordance with Clause 39A.2(a) of AFFCA, the Producer shall be entitled to screen (or authorise others to screen) the Film on US Network television.

The Producer shall pay to MEAA sums from time to time equal to 10% of 100% of the Producer's Share of Film's Net Profits and the Residual Fees in accordance with clause 39A of AFFCA.

**D. CONSENT:** The Producer shall have the right to photograph, record and/or otherwise produce, reproduce, transmit, exhibit, distribute and publicise in connection with the Film any and all of the acts, poses, plays and appearances of any and all kinds of the Artist appearing in the Film containing such acts, poses, plays and appearances.

The Producer shall likewise have the right to use and give publicity to the Artist's name and likeness, photographic and otherwise, and to recordings and reproductions of the Artist's voice and all instrumental, musical and other sound effects produced by the Artist in the Film in order that it may be publicised or advertised.

Nothing in this Agreement shall prevent the Artist from being entitled to receive moneys from any recognised collecting society charged with the collection and payment of secondary royalties pursuant to collective agreements negotiated by such collection societies under the laws of any jurisdiction ('Collection Society Income'), but this shall not constitute an admission or acknowledgment that the Producer is obliged to make any payment of Collection Society Income to any collecting society or the Artist.

In the event of a proposed sale of the Film or any rights thereto by the Producer, the MEAA is authorised to act as agent for the Artist in the making of any Novation Agreement in accordance with clause 39D.1 of the AFFCA, and the rights and obligations of the Producer, the Artist and the Purchaser shall be subject to the terms of any Novation Agreement thereby made.

The Artist consents to the Producer providing his/her personal details to the MEAA for the purposes of administration and processing of payment of Residual Fees by the MEAA.

## THE PARTIES AGREE AS FOLLOWS:

### 1. ENGAGEMENT - WEEKLY

The Artist is engaged by the week on the following basis for.....days over.....weeks to commence from ..... and terminate on ..... with a maximum of ..... days and not more than .....hours per week to be worked in not more than ..... hours per day. Weeks worked in excess of ..... will be paid for at .....

### 2. ENGAGEMENT - DAILY

The Artist is engaged by the day on the following basis for ..... days on the following dates with not more than ..... hours per day.

### 3. SALARY WEEKLY

<b>Artist's Basic Negotiated Fee</b>	\$.....
Film Category Loading	\$.....
Loading for Rights (.....%)	\$.....
[Category .....]	
<b>COMPOSITE FEE</b>	\$.....
Overtime up to ..... hours	\$.....

<b>TOTAL WEEKLY FEE</b>	\$.....
Annual Leave Provision	\$.....

### DAILY

<b>Artist's Basic Negotiated Fee</b>	\$.....
Film Category Loading	\$.....
Loading for Rights (.....%)	\$.....
[Category .....]	
<b>COMPOSITE FEE</b>	\$.....
Overtime up to ..... hours	\$.....

<b>TOTAL DAILY FEE</b>	\$.....
Annual Leave Provision	\$.....

N.B. 1. Payment of annual leave shall be calculated on the Artist's contracted or actual overtime worked - whichever is the greater. See clause 16 of AFFCA. The Artist acknowledges and agrees that due to the unique nature of film production and operational requirements of the Producer, it is not reasonably practicable for the Artist to take

annual leave during the course of an engagement. The Artist agrees that a payment in lieu of accrued but untaken leave will be paid at the end of an Artist's engagement.

2. Post Synchronisation shall be paid at the hourly equivalent of the Artist's Composite Fee with a minimum payment of 2.5hrs.
3. Rehearsals shall be paid at the Artist's Basic Negotiated Fee. See clause 36 of AFCFA.

#### 4. ADDITIONAL DAYS TO CONTRACT

Should the Artist be required to work additional days, days up to and including .....shall be payable at a fee of \$..... per day. Should the Artist be required to work additional days numbering more than ..... and up to and including ..... the weekly rate of \$..... will be payable.

5. **METHOD OF PAYMENT:** The Artist hereby acknowledges that the aforementioned Agent (if any) is authorised to collect and receive all sums of money payable to the Artist provided that the Artist may require payments to be made directly to the Artist upon written notification to the Producer. Receipt of such moneys by the said Agent or Artist shall be a good and valid discharge all such moneys owed.

6. **SPECIAL STIPULATIONS:** Specify requirements (for example nudity, haircuts, Making-Of Film(s) etc.)

In the event that the Artist has agreed to appear nude or semi-nude in the Film and subject to Clause 41, the Artist consents to the use of nude or semi-nude footage from the final version of the Film only, in theatrical trailers publicising the Film.

7. **CREDIT:** The name under which the Artist is to receive a credit (if applicable) shall be

(Please print clearly)

Additional Billing Requirements:

8. **SUPERANNUATION:** The Producer shall contribute to JUST Super or the Superannuation fund of the Artist's choice in accordance with clause 40 of AFFCA.

9. **MEAA MEMBERSHIP:** The Artist warrants that the Artist is / is not a financial member of MEAA prior to commencement of engagement.

**IN WITNESS WHEREOF** the parties have affixed their signature on the day and year first hereby written.

#### ARTIST

.....  
(signature)

#### Witnessed by:

.....  
(signature)

.....  
(print name)

#### PRODUCER

.....  
(signature)

.....  
(print name and title of person signing on behalf of the Producer)

#### Witnessed by:

.....  
(signature)

.....  
(print name)

**N.B** Unless the Agent produces proof of a Power of Attorney, this contract must be signed by the Artist.

(For information only I certify that I am of ..... nationality.)