

The following is a Contract Advisory.

Articles listed below should be used as pointers while making a contract between DOP and PRODUCER.

Even after including all the pointers listed below, the other party may include clauses, which may weaken or reduce the efficiency of the functionality of the clauses.

We advise you to get a draft of the contract well in advance from the PRODUCER and if you have doubts, send it to the Legal cell of WICA for advice and suggestions.

### CONTRACT ADVISORY FOR DIRECTORS OF PHOTOGRAPHY

#### Guidelines for Authorship and Working Conditions

#### BETWEEN

(NAME, ADDRESS).....  
..... (hereinafter called the  
“DoP”), on the one hand,

and  
(NAME, ADDRESS).....  
..... (hereinafter called the “PRODUCER”),  
on the other hand.

#### WHEREAS

The PRODUCER is intent on commissioning the DoP for the performance of the creative work as  
DoP in a cinematographic or audiovisual work or motion pictures (hereinafter called  
“the film”) with the provisional title “.....”

#### PROVISIONS

##### ARTICLE 1 : SUBJECT OF CONTRACT

- 1.1. The DoP is obliged to perform the creative work as DoP in the following described film and to transfer to the PRODUCER the economic rights regarding the film, the individual photographic works and ordinary photographs created or produced during the process of shooting the film by the DoP.
- 1.2. - The PRODUCER is obliged to pay the following fixed fee to DOP and make arrangements for a trouble free shooting.
- 1.3. - The present contract also regulates, amongst other aspects of moral rights, the authorisation of the DoP to use his or her reputation and name according the customary practice in the film sector and to promote the film, the individual photographic works and ordinary photographs

##### ARTICLE 2 : CHARACTERISTICS OF THE FILM

DoP’s creative work refers to:

- 2.1. TITLE (including provisional title):.....  
CATEGORY (movie, TV-series, documentary etc ): .....  
BASED ON THE LITERARY WORK SCRIPT OR  
SCREENPLAY:.....  
AUTHOR(S):.....  
PRINCIPAL DIRECTOR: .....  
PRINCIPAL CAST:.....  
PLANNED MAIN AND SUBSEQUENT EXPLOITATION OF THE FILM:  
.....

FORMAT for SHOOTING AND THE PLANNED

EXPLOITATION:.....

ORIGINAL VERSION:.....

POSSIBLE DUBBED VERSION: .....

2.2. PRODUCTION SCHEDULE:

DURATION OF PRE-PRODUCTION: From (date).....To (Date).....

DURATION OF SHOOTING: From (date).....To (Date)..... DURATION OF  
POST-PRODUCTION;... From (date).....To (Date).....

GENERAL BUDGET:..... •

PROMOTIONAL INITIATIVES:..... •

TRAILERS AND PROMOS..... .

- 2.3. - The DoP must be informed of any change in the nature of the film, regarding budget, preproduction schedule, shooting, postproduction, etc.

ARTICLE 3 : RESPONSIBILITIES OF DoP

- 3.1. The DoP is responsible for the artistic and technical quality of the film's image, carrying the creative responsibility to conceive and create images that suit the script and direction. His or her obligations include, in the context of the film's budget the following tasks:
- a) Preproduction- co-operation with the director regarding the stylistic approach to the film
  - b) assess the stylistic options and research the best means to achieve them
  - c) planning artistic and technical tests
  - d) co-operating artistically with the Producer, Director, Production-designer and heads of other departments
  - e) deciding together with the Producer and the Director the choice of technical means of production which best suits the stylistic approach to the film, such as camera format, special effects, etc
  - f) choosing his or her camera crew, such as camera operator, camera assistants, video assistants, electrical and grip crew, colourist, etc.
  - g) design lighting to show set/location to the best advantage relative to story, style and dramatic content and to help reveal the character of the actors
  - h) preparation and execution of shooting including re-shoots (subject to the conditions in Article-4) .
  - i) being responsible for any kind of image control, participating in optical work, digital effects, colour grading, digital postproduction, film or digital colour timing including scanning for master and DVD. In general all kinds of postproduction work relating to the photographic image.
- 3.2. - During the execution of the film the DoP must observe the Parameters of the Production. These are determined by the script, planning of the preparation period, shooting period and post-production period. Due consideration must be given to the budget.
- 3.3. The DoP has the obligation to perform the commissioned creative work with care and to preserve with good faith the legitimate interests of the Producer and Director.

#### ARTICLE 4: CONTRACT PERIOD

The DoP will be engaged for

- 4.1. The Preproduction period is from..... to.....with a maximum number of .....days required from DOP.
- 4.2. The shooting period from..... to..... with a maximum number of .....days required from DOP.
- 4.3. The Postproduction period, from.....to..... with a maximum number of .....days required from DOP.
- 4.4. Therefore the contract commences on (Date)..... and terminates on (Date).....
- 4.5. The producer has priority over DOP's dates for the period mentioned above .  
The DOP is free to give out the rest of the dates other than what is required by Producer for the above project during this period, to other producers or projects.

Hours of work:

As per the guidelines by WICA and other respective labor unions/organisations.

Holidays:

Six working days per week, ie Seventh day is a mandatory holiday.

Travel and stay:

Travel and stay will be organized by the producer for all out of town shoots.

Daily allowance / per diem:

Daily travel allowance of Rs..... will be paid by the producer for all shooting, prepping and post working days.

Per diem will be paid for all out of country shoots at the rate equivalent to .....Dollars/Euros per day in the local currency where the shoot is happening.

#### ARTICLE 5 : FEE AND REMUNERATION

- 5.1. DoP will be paid by the PRODUCER a fee for performing his creative work as DP as follows:  
Remuneration for pre-production :Rs.....for the period and number of days mentioned in 4.1.  
Remuneration for shooting :Rs.....for the period and number of days mentioned in 4.2.  
Remuneration for post-production :Rs.....for the period and number of days mentioned in 4.3

The above mentioned amount doesn't include payment for promotional materials ie. materials not part of the original main film body.

Payment schedule –

- 5.2. 10% of the total payment is paid on signing the contract. (This amount is non returnable in case of cancellation of the contract.)  
Every stage should be paid completely by the end of that stage on a weekly/monthly basis as per contract.  
Remuneration for shooting for any additional days should be paid on pro-rata basis.
- 5.3. Relevant Service Tax at the time of payment is applicable on all payments mentioned above.

Any expense for making the contract like stamp duty etc. or any other governmental or non governmental charges for the same will be borne by the producer.

- 5.4. Any extension of contract or extra time requirement over and above the dates mentioned in Article No.4 will be made into a fresh contract.
- 5.5. In case that the PRODUCER uses extracts of the film in another film project, DoP and PRODUCER have to fix the amount of share by mutual consent, the same refers to exploitation of the individual photographic work and ordinary photographs for uses not related with the commercial exploitation of the film itself.

#### ARTICLE 6 : ECONOMIC RIGHTS REFERRING TO THE FILM, THE INDIVIDUAL PHOTOGRAPHIC WORKS AND ORDINARY PHOTOGRAPHS

- 6.1. Under restriction of the complete execution of this contract and the prompt payment by the PRODUCER, the DoP, in order to guarantee the exploitation, distribution and commercialization of the film, transfers to the PRODUCER economic exploitation rights regarding the film, the individual photographic works and ordinary photographs which are created during the performance of his or her encouraged creative work. The fee pertaining to the above mentioned transfer is included in the remuneration mentioned in Article .5.
- 6.2. The PRODUCER is entitled and free to subcontract, assign and sell the rights to third parties. In such cases, the PRODUCER must provide protection for the rights of DoP in accordance with this contract. In cases when the PRODUCER cedes to third parties the rights transferred to him with this contract, the PRODUCER shall inform the DoP in writing not later than one month from signing the cession of rights contract by registered mail delivery, submitting information about the type and term of validity of such ceded right on the exploitation of the film, the user and the territory.

#### ARTICLE 7 : EXPLOITATION OF THE FILM AND CREDITS OF DoP

- 7.1. The commercial and non-commercial exploitation of the film corresponds to the PRODUCER or third parties authorized by the PRODUCER according the present contract.
- 7.2. DoP may, reserve the rights to use the film and the individual photographic works and ordinary photographs in still and other behind camera materials such as 'making of film' etc. for non-commercial educational/personal uses such as workshops, show reels etc.
- 7.3. The prices and rewards conferred to the DoP's creative work correspond solely to the DoP.
- 7.4. The PRODUCER obligates himself to recognize the right of DoP to have mentioned his or her name in the credits of the film and is bound to the following DoP's credits using his best efforts to improve the visibility of the DoP's name in publicity:
- 7.5
  - a. The form of DoP's credit on screen, paid advertising, phonograph records, tapes, videotapes, DVDs, VHS, optical records, semi-conductor chips, and every other means and types of exploitation and the containers thereof, when and as required, shall be  
"....."
  - b. The DoP shall be accorded credit in size of type not less than ..... (..) of the size in which the title of the film is displayed or of the largest size in which credit is accorded to

any other person, which ever is greater, but in no event less than the size and style of type for any credit accorded to any persons other than ..... 7.c. The name of DoP shall include the credit (acronym) of the Association to which he belongs, where applicable, i. e. the initials WCA, ISC etc.

c. PRODUCER shall provide the DoP with a copy of the main and end titles as soon as the same are prepared in final form but before prints are made, for the purpose of checking compliance with the credit provisions.

d. PRODUCER need not accord credit to the DoP in an advertisement of two hundred fifty (250) lines or less (or the equivalent in the Standard Advertising Unit system) in newspapers, magazines and other

- 7.6. The PRODUCER has under his charge the responsibility of the fulfillment of the promotions terms made by him or by his distributors and has to ensure that the terms are fulfilled by those exploiting it.

#### ARTICLE 8 : OTHER OBLIGATIONS OF DoP

- 8.1. Confidential facts, of which the DoP has knowledge during the performance of his or her creative work can neither be used or exploited nor disclosed to third parties by the DoP. The limitations for the confidentiality of information do not apply to bodies and authorities with lawful right to access such information.

- 8.2. Size of crew

The size of the crew should be determined after discussion with the Head of Departments. Health and Safety should be of paramount importance. Consideration of the programmed demands and equipment to be used should be given when deciding the complement of assistants, electricians and grips.

#### ARTICLE 9 : REPLACEMENT OF DoP

- 9.1. If the DoP breaches the conditions of the present document because of physical incapacity so that he or she is physically unable to perform his or her work for more than a reasonable period of time or longer, or ceases because of other reasons, attributable directly to his or her responsibility, and not because of reasons of force majeure, the PRODUCER may employ another person and has the right to use the creative work carried out until the cessation by original DoP.
- 9.2. In this case, both parties shall agree mutually with the replacement-DoP if original DoP is to be mentioned in the Credits of the film.
- 9.3. If the PRODUCER cancels the present contract without any reason, attributable to DoP, without this affecting possible claims for damages and indemnities, the rights originally transferred by the DoP to the PRODUCER revert automatically to the DoP.

#### ARTICLE 10 : USE OF NAME AND REPUTATION OF DoP AND HIS OR HER PERSONAL DATA

- 10.1. The PRODUCER may use the name, the biography, voice and the image of the DoP for activities of promotion, publicity of the film, without prior authorization and payment of

remuneration, on the condition that the use does not damage the reputation and the legitimate interest of DoP.

- 10.2. Notwithstanding the aforementioned, the DoP must be informed by the PRODUCER of the use of his or her name and reputation by the PRODUCER or third parties.
- 10.3. The DoP knows and accepts that his or her personal data are contained in a ..... (Computer file), whose responsibility is the Producer's.

#### ARTICLE 13: TERMINATION OR CANCELLATION OF AGREEMENT

- 13.1. This Contract shall terminate with the expiry of its term of validity under Article. 4.
- 13.2. This Contract shall be terminated before the expiry of the agreed term of validity by mutual agreement between the parties expressed in writing.
- 13.3. This Contract shall be terminated in the following cases:
- Death of the DoP or placing him or her under judicial disability
  - Cessation or bankruptcy of the PRODUCER.
  - Serious breach of contract by any of the parties in respect of any of the essential obligations of this agreement, unless remedy is effected within 30 (thirty) days of dispatch of a recorded delivery notification of such breach.
  - In the event of any 'force majeure' circumstance which can not be attributed to the guilt of any party e.g. war or catastrophe.
- 13.4. The PRODUCER shall be obliged to effect payment of services made by DoP to the date of termination of this agreement, and according to the provisions, unless termination is due to a serious breach of contract on the part of the DoP.
- 13.5. In the case of a PRODUCER terminating the agreement without due and just cause, the PRODUCER shall be obliged to effect payment of all services encouraged in the present contract to DoP.

#### ARTICLE 14 : JURISDICTION

In the event of a dispute between the parties, both agree that the ..... jurisdiction and the ..... laws must be applied, designating the Tribunals and Courts of..... as competent.

#### ARTICLE 15 : ENTRY INTO FORCE

The present contract shall enter into force as soon as it has been signed.

This contract was executed and signed in two identical copies - one for each party and it becomes effective on the date of its signing.

The Producer

The DoP  
Place and date:

