

Contract for Scriptwriters

Between

_____, a limited liability company under the laws of _____, registered office in _____, represented by Mr. _____ in his capacity as Managing Director, hereinafter called, “the Writer”,

And

_____, a limited liability company under the laws of _____, registered office, in _____, represented by Mr. _____ in his capacity as CEO, hereinafter called “the Producer”,

Article 1 - Object of The Contract

1.1 The Writer undertakes to grant to the Producer, within the limits laid down in section 3, the right to use the work described hereinafter for the creation of a film.

1.2 In consideration thereof, the Producer undertakes to pay the Writer the remuneration agreed hereinafter.

Article 2 - Work and Revision

2.1 The Writer has written a script (work) entitled:

_____ [title of the work] based on _____ [pre-existing work, etc].

2.2 The Producer became aware of this work in its version of _____ [version/date].

The Parties agree on a revision of the work as follows:

_____.

Version 1 (Revision by the Original Author):

The Writer will undertake the amendments himself/herself and will deliver the revised work by _____ [date].

Version 2 (Revision by a Third Party)

The Producer is entitled to entrust the revision to a co-writer. The revised work must be submitted to the original Writer who alone can decide if his/her name can continue to be used.

[Cross out the version not applicable]

2.4 If the Producer relinquishes in writing the right to use the work submitted, the Writer is entitled to use it for other purposes even before the expiry of the deadline laid down in Art. 3.5. In this case, the Producer is entitled to reimbursement of half the remuneration agreed in Art. 4.1. This sum is payable when the new contract is concluded, but no later than the beginning of shooting.

Article 3 - Rights in The Work

3.1 The Writer guarantees to the Producer that he/she has all the rights in the work mentioned, and in particular the rights necessary for the creation of a derived work if the script is based on a pre-existing work. The Writer releases the Producer from any claim from third Parties on the rights to the script and which might arise as part of a use covered by the provisions of the contract.

3.2 The Writer assigns to the Producer without limitation of either time or space the right to publish the work he/she has created (script), to use it to make a film and also to translate it and reproduce it for that purpose. For a period of 15 (fifteen) years from the date of signing this contract, this assignment is granted on an exclusive basis. It does not include the authorization to create another work of the same kind after the film has been released (remake). The Writer's moral rights and the rights to remuneration granted to an Authors' Rights Society are reserved.

During the making of the film, the Producer is entitled to adapt the script to the extent that the particular conditions of an audio-visual work require. In particular, the title of the film does not necessarily have to correspond with the title of the script. However, these modifications must not be detrimental to the message and character of the work. The revisions must as far as possible be carried out in Agreement with the Writer.

3.3 The Parties agree that: [cross out the option not applicable]

- a) The direction of the film will be entrusted to _____ [Authors' Rights Society]
- b) The Producer is free to choose the director of the film.
- c) ...

3.4 Without prejudice to rights, moral rights or rights to remuneration having already been assigned to an Authors' Rights Society, and as regards his/her rights limited to the script, the Writer exclusively grants to the Producer the right unlimited in either time or space:

- a) To rework the film (to make different versions).
 - b) To translate it from the original version by post-synchronization (dubbing) or sub-titling.
 - c) To copy it on video tapes any or other data medium.
 - d) To make it available to the public, to dispose of it or circulate it in any manner whatsoever.
 - e) To present it, project it, or have it seen or heard in any manner whatsoever.
 - f) To transmit it on television or similar means, to retransmit it so as to have the work seen or heard.
 - g) To use characters, photos, etc. appearing in the film for other commercial purposes (merchandising).
 - h) To incorporate the work into a multimedia product and release it.
- Any other rights in the work are retained by the Writer.

3.5 The Producer is not obliged to use all the rights granted to him/her by this contract. However, if within five years from the date of signing the contract, the Producer has not availed himself/herself of the right to use the work to create an audio-visual work (film) and shooting has not yet even begun, all the rights granted under this contract revert to the Writer without compensation being due from either Party.

The Producer is authorized to extend this period to a maximum of eight years. If he/she wishes to avail himself/herself of this right, he/she must give notice in writing of this to the Writer before the expiry of the five years period. In this case, he/she must grant the Writer additional remuneration amounting to 10% of the basic remuneration specified in Art. 4.1, per year extended.

3.6 The Writer is entitled to be named in the usual form and order in the credits at the beginning and/or end of the film as well as in any advertising for the film.

Article 4 – Remuneration

4.1 The Producer undertakes to pay the Writer a remuneration of _____ USD.

This remuneration will be paid as follows:

At the conclusion of the contract: _____ USD.

On acceptance of the revised version (Art. 2.3, version 1): _____

USD.

In addition, the Writer will be reimbursed for the following expenses:

4.2 The payment of this remuneration covers all rights granted as set out in Art. 3 of this contract, subject to the following condition.

4.3 The Writer has the right to receive payments collected by Authors' Rights Societies and in particular to the royalties collected for broadcasting or multimedia rights to the extent that these are due to the Writer on the basis of members' contracts and distribution payments applicable in each case. For any sale to television stations in countries A, B, C and D, the Producer reserves the broadcast rights that will be remunerated through Authors' Rights Societies.

4.4 In respect of all other exploitation income, the Writer is entitled to a share of _____% of net receipts to the extent that these exceed the total of the remainder of the production budget non covered (Producer's investment), and the amount representing the production costs in excess of the budget and which are payable by the Producer.

The amounts collected by the Producer are considered as net receipts for the purposes of this clause, after deduction of:

Authors' rights' fees arising from the production and paid through an Authors' Rights Society

Any commission from the Writer up to a maximum of 25% paid to an Agent or Distributor

Declared costs for film print, sub-titling or synchronization

Declared costs for transport, insurance, customs and revenue taxes

Declared costs borne by the Producer for advertising relating to the film's exploitation.

If the Producer looks after the sale himself/herself, he/she can claim the amount of the seller's commission.

4.5 If the Writer publishes a derivative prose work based on the work created within the terms of this contract, the Producer is entitled to a fifth of the net profit. Publication of the prose cannot be made until after the film has been released. Art. 3.5. is reserved.

4.6 Awards and prizes that are explicitly given to the script will go to the Writer.

4.7 At the end of each calendar year, the Producer will prepare a schedule of expenses and income from the exploitation of the film. He/She will automatically present this to the Writer and pay the amount due to him/her no later than the end of the following month. The Producer undertakes to keep proper accounts of the exploitation of the film and allow the Writer or trustee duly appointed by it to have access to accounting records and supporting documents.

Article 5 - Other Provisions

5.1 The Parties mutually undertake to make available the necessary documents for the application of the rights arising from this contract.

5.2 To be valid, any amendment made to this contract must be in writing.

5.3 Any nullity of a clause in the contract does not call into question the validity of the rest of the contract.

Article 6 - Applicable Law and Authentic Text

The contract is governed by the law in force in the country where the Producer has its head office. The _____ [language] text of this contract is authentic.

Article 7 - Competence

The competent court of the place where the Producer has his registered office shall have jurisdiction in any action arising out of this contract. Provided always that if the Producer is the plaintiff, he may bring his action before the competent court of the place the Author has its registered office.

Agreement made in _____, this _____ day of _____, in 6 (six) original copies.

The Writer

The Producer
