



FERA

- DIRECTORS'
- CONTRACT
- GUIDELINES

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Why publish Directors' Contract Guidelines?

The director is the most important creative force in the making of a film, bringing the script to life with cinematic vision and dramatic insight, and orchestrating all contributions into an artistically cohesive whole. To do this, every director needs a producer as partner, exercising financial and administrative control. Effective collaboration between these two is essential to every production. Creatively, the screen writer, if not also the director, is usually the director's key collaborator, but this document deals more with legal than creative matters.



Under European laws, all film and television directors have either Authorial Rights or Copyright in their work, often shared with the producer or financier. This high legal status of directors should rightly be reflected in good contracts. Unfortunately it rarely is, except in France and some Nordic countries.

These Contract Guidelines are intended to inform European directors and help them to obtain better contracts. They are the first step in a FERA campaign to harmonise European directors' rights, terms and conditions around the concept of Best Practice, especially on publicly funded films.

However these Guidelines are not only for directors' use. We want to help all European producers, financiers and media lawyers appreciate the importance of the director's often fragile rights. They do not merely favour the director, they can save money, make a production run more efficiently, and protect a completed work from destructive interference on release.

Today, more than ever, with budgets under pressure and online piracy rampant, directors and producers need to work closely together if European films are to be made, and properly distributed to the audiences of the world.

Piers Haggard

Vice President & Chairman of the FERA Executive Committee

- 1. Contract Checklist**.....7
An outline of all the elements that every director's contract should contain.

- 2. Terms and Conditions**.....13
The contract clauses, wordings, definitions, terms and conditions that in FERA's opinion are necessary to protect directors in their work and aid the creative process. In some countries many of these are standard; in others they are unknown and need establishing - which is one purpose of this Guide.

- 3. Economic Rights**.....27
The principal economic rights in the use of the director's work, as distinct from the work of direction, and how these rights would ideally be paid for

- 4. Creative and Moral Rights**.....41
Necessary to allow any director to perform his or her role at the highest creative level

Clauses in Parts 2, 3 & 4 roughly follow the order laid out in Part 1.



1. Contract Checklist

In every country the following items and clauses must be clearly set out in any director's contract. A general distinction needs to be maintained between clauses applicable to the Work of Direction (salary, terms, conditions, etc) and those concerning the Assignment of Rights (fees for use, term of assignment, etc). In some territories (e.g. France) there are separate contracts for each.

□ The Parties with Contact Details

Production Company/Employer
 Financier/Studio (if different)
 Name of Active (Nominated) Producer
 Name of Director
 Director's company (if applicable)
 Director's agent or legal representative
 Director's Collecting Society

□ The Project

Working title
 Source material (if any)
 Proposed length
 Primary target market
 Conditionality, circumstances in which payment is guaranteed ('pay or play')
 Proposed budget
 Elements to be disclosed before contract is signed
 Health and Safety responsibility

□ The Contract, Contract Term

Start date
 Development period (if applicable)
 Principal Contract Stages
 Contract length
 Final End date (if applicable)
 Periods of exclusivity/non-exclusivity
 Hours/days to be worked
 Holiday and rest days, holiday payments

Maternity/paternity leave (if applicable)
 Suspension and Termination provisions

□ Payment for Directing

Fee for the work of directing the film
 Stages of fee payments
 Any fee deferments or 'investments' (if applicable)
 Escrow Arrangements (money legally held for later payment)
 Living allowances, 'per diems'
 Pension Scheme (if any)
 Retainer fees (e.g. during periods of Development or Suspension)

□ Roles of Director & Nominated Producer

Respective areas of responsibility of Director and Producer
 Rights of approval

□ Jurisdiction, Arbitration

Area of legislative jurisdiction of contract
 Arrangements for settling disputes

□ Credits

On the film or programme, and in any publicity for it (see also Moral Rights).

❑ Transfer of the Director's Economic Rights

(See Guidelines Part Three)

In FERA's view all rights assigned should be listed in the Contract, individually or in groups, with the territory, term and payment for each clearly specified.

❑ Payment for Economic Rights

All rights used must be paid for. Methods of payment, e.g. whether direct to the Director, or via a collecting society or agent, must be stated, along with arrangements for access to distribution accounts or sales figures to verify the director's share.

❑ Creative Rights & Conditions, Moral Rights

(See Guidelines Part Four)

The director needs a variety of Creative Rights in order to properly execute the directing role. Creative Rights are a major part of any director's contract, and FERA is committed to their definition and preservation in the best interests of the production. Moral Rights legally belong to the director as a private person and cannot be transferred. Their application to the Contract needs to be precisely defined.

❑ Signature & Date

Every contract must be signed and dated, with witnesses, by Producer/Employer and Director.

❑ The Deal Memorandum, or 'Deal Memo' (Optional)

This is an optional short letter, used by the Directors Guild of America, which summarises the main contractual terms agreed by Producer/Employer and Director. It can be useful in cases where lawyers or agents may take a long time finalising the full contract. It is sent with key budget information (top sheet) to the director's representatives immediately on agreement, thus allowing the director to safely commence work while a detailed contract is being prepared. The Contract, once signed, immediately replaces the Deal Memo.

NOTE: What is a Producer?

The word 'producer' on a contract can have a variety of meanings. These Guidelines presuppose the situation in which the director is hired either (a) by a 'producer' who is at the same time a major rights holder, or (b) by a rights holding company, financier or 'studio' which will delegate someone to 'produce' the film for them: hence FERA's insistence that the contract must always specify the 'named, or nominated, producer', i.e. the actual person with whom the director will work on the production.

On low budget productions the director may sometimes be a partner and/or the driving force behind the film, without necessarily being the majority rights holder. He or she may in fact have the power to hire and fire the 'producer'. In such cases some of the provisions of these Guidelines would not apply, and others would be reinforced. We will deal with this type of arrangement in a separate set of Guidelines.

2. FERA Terms and Conditions

This sets out the contract terms and conditions that, in FERA's view, should be clearly inserted in every director's contract of work. Many are standard in some EU countries; in others they need the emphasis that this Guide provides. They roughly follow the sequence of Part One.



□ Conditionality

The Contract or Deal Memo must specify whether it is conditional on funding, star casting or other elements, which must be fully revealed.

'Pay or Play' provisions can offer contractual security as the director will be paid in full even if he/she does not make the project.

Director must become 'Pay or Play' when any other contributor becomes 'Pay or Play'.

A writer-director, or one who has initiated a project, might negotiate 'Pay and Play' status, i.e. the contractual right to make the film and to be paid.

□ Disclosure

In cases where the producer has initiated the project, all elements of whatever kind affecting the director's job (e.g. star casting, budget, commitments to writer, rights situation of source material, etc) that are in place before the director joins must be fully declared by the producer at the contracting stage.

□ Budget

The director is obliged to work within the agreed budget.

The director must have full access to all relevant sections of the budget.

Any budget changes must be communicated to the director without delay.

The director must have reasonable time to react/adapt to the budget, or budget changes.

□ The Contract Span

Development

A separate, non exclusive, Development Contract is recommended for certain situations, with a fee and a clear end date.

In it, the Director must be given the right to direct the film, notice of intended start date, and of the penalty payment in the event of not being chosen to direct.

Minimum contract lengths

Where schedules are under pressure, e.g. in TV production, adequate minimum contract lengths should be spelled out clearly in the contract, with provision for additional payment if exceeded.

Principal Contract Stages

Preparation

Shooting

Editing, up to picture lock

Sound track, mixing and grading

Delivery, Publicity and release

Periods of exclusivity

Specify whether stages are

- i. 'Fully Exclusive' or
- ii. 'Non-exclusive First Priority' or
- iii. 'Non-exclusive and subject to director's availability'

Payment may be higher for 'Fully Exclusive' period.

Contract Extensions

Provision for contract extensions past a contract end date (if any) must be negotiated.

Extensions may be either paid or unpaid (usually depends on level of fee).

Hours/days to be worked (may vary between legislations.)

A 5 day working week is always preferable, for health and other reasons.

A six day week is permissible by negotiation for special reasons, or on location.

Recommended Shooting Day should be 10 hours maximum, except by special agreement with the crew. (Directors invariably work much longer.)

Holiday and rest days, holiday payments

Holidays recognized for cast or crew must be recognized for the director.

Holidays may be paid or not, depending on local arrangements and legislation.

Maternity/paternity leave

Must be given as required by national legislation or agreements.

Health and Safety

Producer should always have primary responsibility, along with First Assistant and/or Production Manager, but the director's responsibilities must be made clear in the contract.

Suspension

No director may be suspended without valid reason and written notice (e.g. of one week).

'Force majeure' suspension or termination of contract is only permissible if all other senior crew members are also suspended or terminated.

Director must be paid in full up to the date of the suspension/termination the full correct percentage of fees and related profits, rights, royalties, etc, plus any expenses owing.

Reinstatement

The director must be reinstated if filming is resumed following 'force majeure' suspension or abandonment.

Termination

If contract is terminated for any reason save for incapacity, default or genuine force majeure, the director must be paid the full fee owing, and all profit share/rights/royalties under the contract.

Termination on the basis of incapacity or default must be preceded by written warning, with the opportunity to remedy any so called 'fault'.

□ Fees

The directing fee must be at least 3-4% of budget up to 10% approximately, depending on director's status and the length and type of contract.

The fee is for the work of directing the film only, and does not include payment for rights of use.

However in some territories the directing fee may include use rights on presales, or on the first use (e.g. 'Primary Rights' in Germany).

Fees should increase pro rata if the budget increases after contract terms have been agreed.

Fee calculations must take account of number of six day weeks to be worked (if any)

Any daily fee is to be calculated as at least 1/5 of weekly rate.

A substantial proportion of the fee must set aside under secure legal bond before start of principal photography (called 'escrow' in UK & US)

Stages of fee payments

Unless otherwise agreed, payments should be spread across the Contract Stages, with early payments always set higher than later ones.

Fee deferments or 'investments' (if applicable)

Must be no greater than any fee deferments by producers and others.

Must be recouped either in first position, or 'pari passu' and 'pro rata' with other investors.

Deferments may justify higher profit participation, or even a co-producer's share or title.

Per diems or living allowances away from home

Must be paid by producer, and be no less than those of producer & principal performers, except for major stars.

Agreed expenses paid out by director must be promptly refunded on production of receipts.

Pension Scheme

The employer should contribute a negotiated percentage to director's Pension Scheme in addition to National Insurance/ Social Security payments.

Retainer fee (prior to production or after suspension)

Should be paid if director holds him/herself available with the possibility of losing other work.

Sequels, Prequels, Remakes, Spinoffs, Etc (See also under Rights Payments)

The original director should have the right to direct any sequel or prequel. If this is not offered, a fee is payable, based on the budget of the sequel/prequel.

The original director must receive a fee on a remake, based on its budget.

If a subsequent TV series is made based on film, or film made based on a TV programme, the director must receive additional payments, specified in the contract.

Prize money

Prize money or awards won by the film should go to the director unless otherwise specified

□ Credits

The director's right to a credit on screen and elsewhere must be clearly detailed in the Contract. It is reinforced by assertion of the Moral Right of Paternity (see Part Four).

On Screen Credit

Director is entitled to a full solo on-screen credit either last before action or first after action.

Possessory credit ('A...film' or 'A film by ...') must be granted if appropriate.

Credit 'Written and directed by...' must be granted if appropriate. (The writing of the script is subject to a separate contract)

Size of type relative to title and to other credits, must be no smaller than that of any other major contributors.

Director has the right to remove his/her credit if the film is materially re-edited by the producer or financier without the director's approval.

Other Credits

(Paid ads, billboards, web-pages, DVD's, posters, written material, etc)

The director's credit must be large clear enough to be fully legible, and at least as large or as prominent in position, size, etc, relative to main title as any other credits ('favoured nations').

Producer has (a) an obligation to require third party users to accord credit, and (b) an obligation of 'reasonable endeavours' to enforce the requirement, and to remedy any failure.

Use of Extracts

The Director must be credited and permission obtained.

□ The Roles of Director & Producer

The Director may only be required to work with one 'Nominated Producer', who must be named in the contract.

The Director

Takes overall artistic responsibility for the Film; works with the producer for best utilisation of time, staff and equipment within agreed budget; if director is not the writer, works with writer (and in some cases producer) on script; decides shooting venues and locations with designer (and in some cases producer), supervises casting, solely and without interference directs performances, shooting and recordings; supervises and directs the editing and all post production.

The Producer

Takes overall financial and administrative responsibility for the film (although he/she is involved in discussion of many artistic matters and the director also has some financial responsibilities).

The Producer and the Director

Undertake to consult each other on all significant issues concerning the film, including script, cast, format, length, colour, shooting style, censorship category, budgets, production plan, locations, laboratory, title, post-production planning, music, mixing, planning of release, etc.

Additional Producers/Co-Producers (if any)

Their roles may need to be defined in the contract, making clear that they must not intervene in any of the functions of the director, or his/her relationship with the Nominated Producer.

Joint Producer & Director Approvals

All budget elements that affect the director

The schedule (subject to overall budget, which is under producer's control).

Principal cast and crew. (Director should have primary choice in creative roles, producer in administrative roles. Director has sole choice of First Assistant and Director of Photography)

Promotional Video/EPK: Access to set, and selection of footage featuring the director

Final Version of the Film

In Nordic countries, and some others, the director has overall control of artistic matters, including the Final Edited Version of the film. This is FERA's preferred arrangement. In some countries the Final Version has to be agreed between Director and Producer, which is acceptable. In some others, the Final Version is contractually under the control of the Producer/Financier. This is not a desirable arrangement from FERA's point of view.

□ Jurisdiction & Arbitration

The Contract must contain provision for the settlement of disputes according to local procedures in the Contract's area of jurisdiction (normally the country of establishment of the producer).

The Contract should also specify the name of a senior person within the producing company with whom the director may speak in confidence in the case of a breakdown in relations with the Nominated Producer.



3. Economic Rights

Rights of use are separate from the work of direction. The Contract must list the rights granted to the Producer or Financier, the payment, whether the right is assigned outright or licensed, and for how long. FERA recommends a reversion of rights to the film makers if the producer is in breach of major contract undertakings. Presumption of transfer of rights is not in the director's interest and must be counteracted with precise and detailed contracts.

□ The Transfer of Economic Rights

Economic rights of use may be defined and grouped in a wide variety of ways for the purposes of transfer. They may apply to any film or programme made for any initial medium or market. Below is a simple list of the most important ones. In Germany, and in UK television, payment for the first use is included within the directing fee ('Primary Right' in Germany).

Cinema

Exhibition in national cinema theatres

Cinema Exhibition in rest of world (usually subdivided by territory or groups of territories)

Exhibition in other public venues (e.g non-theatrical, projected video, ships, airlines, etc)

TV

National television transmission, including free to air cable networks

Transmission on TV subscription cable, pay-per-view, pay-per-event, video-on-demand, satellite television, private hotel systems etc.

Foreign TV transmission (US)

Foreign TV transmission (Rest of World, usually subdivided)

Cable retransmission in Europe

Private copy right

DVD & Games

DVD lending, sales and/or rental (incl. all future formats).

Computer assisted media and video games (CD-ROM, CD-I and similar systems, etc.)

Digital/ Internet

Digital and/or Internet transmission/'Making available right'

(e.g. streaming, downloads, uploads, timeshift, broadband, video-on-demand, electronic-sell-through, etc.).

All mobile video devices and formats (mobile telephone, netbook, I-pad, etc)

Other

Ancillary, derivative and/or subsidiary works and/or products related to the Film

(e.g. merchandising and/or multimedia products).

Advertising, publication, promotion and/or exploitation of the Film (including by means of trailers, advertising, promotion, electronic press kits and promotional films such as 'behind-the-scenes', 'making of' or similar films or programs).

Remake rights (various, film, TV, etc.)

Sequel and prequel rights

Spin-offs

Clips

Sound track sales

Educational recording right (often defined by law, not part of contract)

□ FERA'S Views on Rights Transfer

Rights assignments should ideally not be outright, or in perpetuity.

Rights may be licensed or assigned but the FERA preferred maximum period is for a 30 year term after which they should revert to the film makers: the director, the writer and composer, and in some cases the producer.

'Buyouts' are not acceptable. A director's rights may be transferred singly, in groups, or all at once, but each right or group of rights, its method of transfer, term and payment should be specified in the contract. (See 'FERA Rights Checklist' below)

Each right to use, reproduce, perform, present, copy, distribute, publish, exhibit, sell, rent, promote, advertise, license and/or otherwise exploit the film or programme should be subject to payment.

Any right not specifically transferred by name is retained.

No future right may be considered to have been transferred.

Where national legislation might permit this the contract should exclude it.

Any presumption of transfer of the 'making available right' should ideally be avoided through strong contractual clauses, as above.

In jurisdictions such as Germany and Italy where so-called 'equitable remuneration' is legally required in return for the 'making available right' strong contracts are needed to ensure that

payments are in fact both fair and proportionate.

The practice of 'Cessio Legis' as practised in Austria, where the director has little power to resist, and no right to 'equitable remuneration', is completely unacceptable.

A substantial breach of contract by the producer, such as the failure to produce, release or exploit a work within a specified period, or the failure to make agreed accurate sales or profits report, should result in the immediate reversion of the rights to the film makers.

The Producer or Financier acquiring the director's rights should undertake to deposit a master copy of the film or programme with the relevant National Film Library or Institute and keep a high quality master copy lodged in a safe place made known to the director.

The right to collect EU Private Copy, Cable Retransmission and Educational Recording rights must be specifically retained, no matter what rights assignments are made.

□ Rights and Royalty Payments

Rights and royalty payments are very important in an insecure and under rewarded profession. Below are the most common payment systems, with examples. Some derive from favourable national legislation; some are legislated (often as a result of EU Directives), and others have been established by negotiation. Many are collected and distributed via Collecting Societies, others through agents or even directly by the rights holder.

Participation in sales or profit

Percentage of gross takings at point of sale

e.g. French CNC cinema ticket levy under SACD Contract (with advance payment)

Percentage of DVD & VOD sales under SACD Contract (with advance payment)

Percentage of recorded sales after subtraction of 'costs'

e.g. US feature film payments under DGA Contract. (1.8% of takings after 40% distribution costs)

Percentage profit share of distributors' or producers' profits (usually net, not gross)

Very common e.g. Danish film royalties, payable after recoupment of private investment and release costs

Share of block payment

e.g. UK royalties in TV according to declared use and sales figures

Nationally negotiated agreements

Royalties or residuals based on collective/union contract

e.g. Residuals for film and TV in US

Rights payments under national industry schemes

- i. TV Rights Payments in France under SACD/TV contracts (with advance payment)
- ii. VOD Payments in France under SACD/distributor contracts
- iii. Payments by German Public Broadcasters under Union Contracts or Guild Agreement

Directly legislated

EU Rental and lending Rights

EU Cable re-transmission and private copy rights under national fiscal schemes

Individually negotiated via Contract

Profit share (see also 3 above)

Up front rights payments based on rights assigned or licensed (see 'FERA Rights Checklist' below)

Deferral or 'Investment' of fees

Effectively a delayed fee payment, e.g. payable in Denmark after film is in profit strictly 'pari passu' and pro rata with other (private) investors. Should result in higher participation in profit shares.

Bonus payments in features (Denmark, Germany, UK, US)

e.g. Based on box office or budgetary targets

Sequel Payments and Format Fees

Remakes

Flat fees for use should be limited in scope and time.

e.g. Clips in Danish contract.

□ FERA'S View on Payments for Rights

Favourable Intellectual Property laws, as in Denmark, France, Spain, Italy and Poland make rights payments easier to achieve. The EU Parliament and individual countries should be pressed to enact more favourable laws.

Payment for Rights such as the Rental and Lending Right, should not be combined into the directing fee. (Primary Rights in UK & Germany are an exception to this.)

FERA accepts advance payments against sales or profits.

The best contracts afford a number of different rights payments for each work. For example, the SACD Contract contains three as standard.

The following conditions are essential for the collection of most payments.

- i. Direct payment via collection agents or collection societies.
- ii. Regular access to collection agreements and distributors' sales figures. (The 2010 CNC 'Transparency Accord' between French directors, writers, agents and producers is to be commended for its commitment to open and honest reporting of production data.)

'Profit shares' are dangerous due to creative accounting by distributors and producers.

So-called 'producers' profits' are particularly unreliable. All profit shares require tough contracts that ensure the director has:

- i. Regular auditing of accounts, once or twice a year.
- ii. Equal access on definitions and account auditing with all other participants.
- iii. Regular direct accounting by any collection agents and regular receipt of agents' statements and agreements.
- iv. Penalty payment by producer of audit costs in cases of more than 5% underpayments.

Directors have the right to insist on democracy, efficiency and fairness in the management of their collecting societies.

FERA RIGHTS CHECKLIST

A quick overview of rights, their term of assignment, and payment method to help the director to evaluate sums being offered by the producers.

RIGHT	Sold /licensed?	Payment	Length of Term
<input type="checkbox"/> Cinema <ul style="list-style-type: none"> - Exhibition in national cinema theatres..... - Exhibition in cinema theatres <i>(rest of world)</i>..... - Exhibition in other public venues e.g non-theatrical, projected video, ships, airlines, etc..... 			
<input type="checkbox"/> TV <ul style="list-style-type: none"> - National television transmission, including free to air cable networks..... - Transmission on TV subscription cable, pay-per-view, pay-per-event, video-on-demand, cable retransmission & satellite television, private hotel systems etc..... - Foreign TV transmission..... 			
<input type="checkbox"/> DVD/Gaming <ul style="list-style-type: none"> - DVD lending, sales and/or rental <i>(including future Formats?)</i>..... - Computer assisted media and video games (CD-ROM, CD-I and similar systems etc.)..... 			

RIGHT	Sold /licensed?	Payment	Length of Term
<p><input type="checkbox"/> Internet</p>			
<ul style="list-style-type: none"> - Digital and/or Internet transmission/Making available right' (e.g. downloads, uploads, streaming, video-on-demand, electronic-sell-through, etc) 			
<ul style="list-style-type: none"> - Transmission via mobile devices (telephones, portable video formats, I-pad etc) 			
<p><input type="checkbox"/> Other</p>			
<ul style="list-style-type: none"> - Ancillary, derivative and/or subsidiary works and/or products related to the Film (e.g. merchandising and/or multimedia products). 			
<ul style="list-style-type: none"> - Advertising, publication, promotion and/or exploitation of the Film (incl. by means of trailers, advertising, promotion, electronic press kits and promotional films such as „behind-the-scenes“, „making of“ or similar films or programs). 			
<ul style="list-style-type: none"> - Remake rights (various) 			
<ul style="list-style-type: none"> - Sequel and prequel rights 			
<ul style="list-style-type: none"> - Spin-offs 			
<ul style="list-style-type: none"> - Clips 			
<ul style="list-style-type: none"> - Sound track sales 			

4. Creative and Moral Rights

In some countries, most of the following Creative Rights are standard; but in others, where the contractual culture is particularly favourable to producers and financiers, the director's Creative Rights will need to be clearly defined in the contract.



□ Creative Rights & Conditions

The director's primary creative responsibility requires the retention of a wide variety of creative rights, even though the director will consult with the producer on virtually all aspects of the production. The most common breaches of creative rights occur in post production, especially the edit.

Preparation

Casting should be primarily the director's choice, albeit in consultation with the producer on major roles.

On producer initiated projects, star casting may be in place when the director joins. If so it must be made known to the director.

Casting sessions or interviews are held under the director's control and supervision.

The director must have primary selection of key Heads of Department in consultation with the producer.

Once the director joins he/she must have full access to the screen writer and supervise all script changes.

The director must be informed immediately of any changes to the budget.

The director must be fully consulted on all schedules for Preparation, Shooting and Post Production. Once they are agreed, the director will work within these schedules.

The director must be provided with a quiet, private space or office in which to work, and transport as required.

The Shoot

The director is the primary creative force during the shooting period, with sole authority over the shooting set.

The director must be fully involved in any changes to the schedule.

Dailies/rushes must be available to the director every day on best possible format.

On set video assist is to be used only with director's approval and under his/her control.

The director is the sole voice advising the editor for the preparation of the First Assembly.

Editing

No one other than the editor may watch the First Assembly before the director, except with the director's agreement.

There must be no 'cutting behind' the director by the producer or employer.

The director will be allowed an adequate period to edit the film and to create a 'Director's First Cut' with the editor alone and without any interference.

Depending on schedule and budget, the time allotted for the Director's First Cut should be not less than a minimum of either:

- i. one day of editing for every day of shooting, or
- ii. 50% of the overall scheduled edit period from the end of shooting to picture lock, whichever is the greater.

The Director's First Cut will be shown to the producer on a date agreed at the beginning of post-production.

Comments from financiers and producer(s) regarding a cut of the film should be compiled as one set of notes and given to the director by the Nominated Producer.

Sound Track & Grading

The director will brief the composer, select any track titles, and supervise the music track

The director will normally attend recording sessions.

The director will brief the sound editors and direct any ADR/looping sessions with actors.

The director will direct the dub/final mix.

The director will attend picture grading, oversee digital effects and the finishing of the film.

Additional photography/Second Unit

The director has the first option to direct any additional material.

If the director is unavailable or declines, he/she must be consulted on the replacement director.

Previews

The director is entitled to 2 public previews before picture lock, subject to budget.

Normally, the director must be given ten days notice of any preview to allow for sound and picture preparation.

The director must be told in advance of the time and place of any preview.

Travel to and from preview and accommodation are to be paid if over 30 miles from residence.

Further Editing

The director must carry out or supervise any additional editing required, however long after release. Re-editing for legal and censorship purposes or insertion of ads (subject to Moral Rights) may be an exception.

The producer or distributor must use 'all reasonable endeavours' to contact the director and invite him/her to supervise the re-editing.

If the director is unable to be present, he/she must be consulted on re-editing.

An additional fee may be negotiated for re-editing.

In jurisdictions where the director has Overall Artistic Control, if the producer/financier and the director disagree artistically on the Final Version of the film, the director has the last word. No further editing may take place without his/her permission and control.

Reshoots

If the director is recalled for additional work, a fee should be negotiated at the contract rate. (If the fee for directing is high, the director may not always take advantage of this.)

A daily fee is to be calculated as at least 1/5 of weekly rate.

Copies, Release, Promotion

The director shall be entitled to 10 free DVD and/or Blue-Ray copies of the completed, dubbed film.

The director shall be legally entitled to use extracts of the film on a personal show reel on DVD or online.

The director shall be entitled to have access to a print or copy of the film after release for the purposes of private viewing and showing to potential employers.

The director has the right to be involved in the promotion of the film.

The director must provide any biographical details required by the producer for publicity purposes.

The producer will ensure that press and publicity representatives are provided with information about the director.

The producer will use 'all reasonable endeavours' to ensure that the director is credited on all publicity material relating to the production.

The director must be invited to major premieres or Festival screenings in Europe and USA, expenses no less than those of the nominated producer.

The director must receive transport expenses, accommodation and per diems for all publicity tours at a rate no less than those of the nominated producer.

Release of 'Director's Cut'

In territories where the director does not contractually have Final Cut, a "Director's Cut" of the film is sometimes released at a later date. Such a version may only be so named with the written permission of the director.

□ Moral Rights

Moral Rights belong to the director as a private person and cannot be transferred. They apply especially, though not solely, to the completed film. The waiver of Moral Rights is permitted in some countries, but is not in the director's interest and should be avoided.

The **Right of Integrity** must be preserved. However directors should appreciate it can cause problems for distributors. FERA accepts the following modifications of a TV transmission:

Breaks for the showing of adverts, limited by the EU AVMS Directive on frequency of Commercial Breaks (http://ec.europa.eu/avpolicy/reg/twtf/advertising/shop/index_en.htm)

To ensure compliance with national legislation

For legal and censorship purposes

For display of a small, discreet channel logo

The **Right of Paternity** must be asserted in the Contract. It establishes the director's identity as maker of the film and supports the right to a Credit, on screen and elsewhere.

About FERA

FERA, the Federation of European Film Directors, is a non-profit organization of 39 national film and television directors' guilds and associations, across 29 European countries. Since being founded in Venice, Italy, in 1980, FERA has focused on promoting policies that maximize the creative, social and commercial potential of the audiovisual industry. FERA is a strong advocate for freedom of expression and media pluralism, and represents the independent voice of directors as the primary creators of audiovisual works. The director, as the creative decision-maker in a collaborative artistic process, has the final responsibility for the aesthetic cohesion and artistic integrity of the work. FERA defends the creative and economic rights of the director, as essential to the diversity of European audiovisual culture. FERA is based in Brussels, Belgium.

To contact FERA:
e-mail: office@filmdirectors.eu
phone: +32 2290 0808

For more information visit:
www.filmdirectors.eu

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