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ARF
Association of Swiss Film
Directors

SUISSIMAGE
Swiss authors' rights
society for audiovisual
works

SFP
Association of Swiss Film
Producers

This specimen contract is recommended by the above-named organisations. You may of course amend the contract. However, if you make amendments which go beyond the stipulated addenda or the choice of variants, you may no longer make reference to the named organisations on the contract.

Standard Contract for a Director

between _____

hereinafter called "the director"

and _____

hereinafter called "the producer"

1. Subject of the contract

1.1.

The director undertakes to direct the film detailed below and assigns to the producer the rights in the work(s) listed hereinafter.

1.2.

The producer undertakes to pay the director the fee agreed hereinafter.

1.3.

This contract also governs the use of the work and a share in the profits thus produced.

2. Definition of the production

The parties agree to produce the film described below:

title: _____ (title of work)

—

type : _____ (e.g. documentary, fiction, telefilm, series, etc.)

based on the book/screenplay : _____ (title)

by :

—

type of exploitation anticipated :

format : _____ (of shooting and main use)

approximate duration :

original version :

possible dubbed version : _____ (sub-titling, synchronisation)

approximate duration of pre-production :

approximate duration of shooting :

budget :

anticipated date for completion of production :

The screenplay, work schedule and production budget form an integral part of this contract and must be duly signed by both parties in the final agreed version.

3. Director's services

3.1.

The director will control the direction of the above film and have artistic responsibility for it. In particular, this will include the following activities:

- work on the script up to its final draft prior to shooting;
- joint decision on the choice of creative collaborators, actors and technicians;
- editing the script, choice of sets and shooting locations, as well as collaborating on the analysis of costs and requirements on a scene by scene basis;
- directing the actors and giving artistic directions to other people working on the film;
- choice of music for the film in agreement with the producer;
- directing the editing of the film, the grading, any post-synchronisation, the creation of the music and the final mix;

The director and producer will decide by common consent the final title of the film.

3.2.

While directing the film, the director will take account of the requirements and implications of the script, the schedules for pre-preparation schedule, filming and post-production as well as the production budget. Within the framework conditions the director will decide on the final cut of the film.

3.3.

The director undertakes to carefully execute the work entrusted to him/her and to faithfully defend the legitimate interests of the producer. He/she undertakes to follow the producer's instructions. The area of the producer's authority does not, however, extend to decisions of an artistic nature taken by the director so long as the director respects the conditions imposed by the script, the schedule and the budget as well as those conditions which are agreed under this contract.

3.4.

The director is aware of the conditions of hiring the technical and artistic staff under him/her. He/she undertakes not to give orders which contravene these conditions of hiring.

3.5.

The director is obliged and has a right to take part in promoting the film. He/she is particularly obliged and has a right to attend press conferences, premières and important festivals where the film is being presented.

3.6.

He/she must not exploit or disclose facts that are intended to remain confidential and of which he/she might have knowledge through his/her work. This applies, in the case of commercials, to the name of the principal and the product concerned.

3.7.

Any name, text or visual representation which might be interpreted as being direct or indirect advertising can only be inserted in the film by common consent.

3.8.

The contract will commence on: and terminate on:

4. Fees and welfare contributions

4.1.

For his/her work, the director will receive a fee of:

a) Fr. _____ gross per _____ (period of time)
and compensation in lieu of holiday of Fr. _____ giving a total amount of Fr.

or

b) Fr. _____ for pre-production;
Fr. _____ for shooting;
Fr. _____ for postproduction;
Fr. _____ for promotion;
Fr. _____ for _____
and compensation in lieu of holiday of Fr. _____ giving a total amount of Fr.

Statutory social security contributions and tax at source will, if applicable, be deducted from this amount. Contributions for professional welfare care will be as laid down in the Regulations of the Vorsorgestiftung Film und Audiovision.

4.2.

The director will be insured by the producer against all risks of accidents both professional and non-professional. The premiums for non-professional insurance will be payable by the director.

The producer is responsible for

a) the statutory obligation to pay the fee in the event of sickness;

or

b) the director's insurance as part of the producer's collective sickness insurance policy;

or

c) half the premiums of a daily allowance insurance policy taken out by the director and which must cover at least 80% of loss of fees.

(Choose one of the three options and cross out the others)

If an inability to work through illness or accident lasts more than one day, the director must supply a medical certificate.

4.3.

In addition, the director will be reimbursed for his/her actual expenses (e.g. travel, hotel, meals, equipment) on presentation of receipts.

4.4.

Payment of fees and any additional payments will be made

a) monthly;

or

b) at the conclusion of the contract:	Fr. _____
at the beginning of shooting:	Fr. _____
at the end of shooting:	Fr. _____
at the end of the final mix:	Fr. _____
at _____	Fr. _____

5. Rights in the work

5.1.

Without prejudice to rights, moral rights or rights to remuneration having already been assigned to an authors' rights society, the director exclusively grants to the producer, unlimited in either space or time, all rights arising from work undertaken for the producer. This includes the exclusive right unlimited in space or time:

- a. to show the film as created by the director and under his/her direction;
- b. to translate it from the original version by post-synchronisation (dubbing) or subtitling;
- c. to copy it on video tape 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 medium, to retransmit it, so as to have the work seen or heard.

- g. to use extracts of the work;
- h. to use characters, photos, etc. appearing in the film for other commercial purposes (merchandising);
- i. to incorporate the work into a multimedia product and release it

Any other rights in the work are retained by the director.

5.2.

The producer is authorised, in agreement with the director, to make modifications to the work to the extent that these are necessary to exploit the film or for other essential reasons.

However, these changes must not be detrimental to the message and character of the work.

The director cannot unreasonably withhold his/her consent to such modifications against loyalty and good faith.

5.3.

If the director terminates working relations before the production is finished, or if he/she cannot carry on his/her work within an appropriate period of time for personal reasons, the producer is entitled to use the production teams already in place to produce the film under the direction of another director. If the producer terminates working relations without just cause as intended by Art. 337 CO, the rights set out in Clause 5.1. revert to the director.

5.4.

The producer is not obliged to use all the rights granted to him/her by this contract.

5.5.

The director 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.

6. Exploitation

6.1.

The exploitation of the film is under the control of the producer. He/she undertakes to exploit the film in the best way possible.

The director must, however, be consulted, as far as possible, on any important decisions on the distribution, production of advertising material, attendance at festivals and competitions as well as for the design of information intended for the public.

The director is within his/her rights to exploit the film at his/her own expense and in a non-commercial manner, for cultural purposes and for projections at which he/she is present as long as this is not detrimental to the producer's exploitation plans.

6.2.

The producer can entrust the exploitation of the film to a third party. The producer will register the work with SUISSIMAGE for the collective management of rights.

6.3.

The director has the right to receive authors' rights' payments collected by the authors' rights societies (SUISSIMAGE, etc.) and in particular to royalties for broadcasting or multimedia rights to the extent that these are due to the director by virtue of members' contracts and the regulations determining distribution. For any sales to television stations in Switzerland, France, the Principality of Liechtenstein, Belgium, French Canada, Monaco, Luxemburg, Spain, Argentina or South Africa the producer reserves the broadcast rights which will be remunerated through the authors' rights societies.

6.4.

In respect of all other exploitation income, the director is entitled to a share of _____% of net receipts to the extent that these exceed the total of the remainder of the production budget not 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 a authors' rights society;
- any commission from the seller up to a maximum of 25% paid to an agent or distributor;
- declared costs for film print, sub-titling or synchronisation;
- declared costs for transport, insurance, Customs and revenue taxes;
- declared costs borne by the producer for advertising relating to the film's exploitation.

6.5.

Prizes and awards will be shared _____% to the producer and _____% to the director, irrespective of the beneficiary named by the institution making the award. Prizes and awards are not considered as exploitation income in the sense of Art. 6.4.

6.6.

At the end of each calendar year, the producer will prepare a schedule of expenses and income from the exploitation of the film. As a matter of course he/she will present this to the director and pay the amount due to him/her no later than the end of the following March. The producer undertakes to keep proper accounts of the exploitation of the film and allow the director or trustee duly appointed by him/her to have access to accounting records and supporting documents.

7. Other provisions

7.1.

The parties each undertake to make available to the other the necessary documents for the application of the rights arising from this contract.

7.2.

To be valid, any amendment made to this contract must be in writing. This also applies to any changes to the script, the work schedule and the production budget.

7.3.

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

7.4.

This contract is subject to Swiss law. Insofar as the contract does not waive them, Arts. 319 ff of the Swiss Code of Obligations are applied.

7.5.

For any dispute arising from this contract, the only competent court is that of _____ (generally where the producer is based).

The director

The producer

Place and date: _____