

Guidelines for Authorship and Working Conditions

for

Directors of Photography

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The Model Contract

An IMAGO Collaboration

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**EUROPEAN FEDERATION
OF CINEMATOGRAPHERS**

INDEX

Comments and introduction	2
The Model Contract for Directors of Photography	14
The Model Contract – Annex, Working Conditions	28



From: *Ordet* (*The Word*) 1955. Dir. Carl Th. Dreyer, DoP Henning Bendtsen, DFF

Comments on Model Contract for commission of creative work as Director of Photography (DoP)

Preliminary remarks or how to interpret the Model Contract:

- The present proposal is not a standard contract which could function in all countries. We could describe the document as a “check-list” for member associations and an attempt to regulate on an international standard the relationship of DoP with the Producer.
- Not one of the provisions is mandatory. Both parts are free to convey what they want. The present proposal attempts to establish a fair balance between the interests of DoP and Producer.
- Because of differing national practices in areas such as employment status, availability of a collective agreement and the social systems it has been difficult to recommend standard proposals on these issues. This is why the present model contract is concerned mainly with the matter of Authorship. Nevertheless we attached a “check-list” of working standard terms and conditions as an Annex which has to be incorporated as part of the Contract. So the document finally signed by DoP and Producer should include for example, working conditions, supplementary payment of holiday remuneration, legal insurance taxes, provisions relating to transport, travel, expense allowances, accommodation, overtime work, infringement of rest periods, payment of salary in case of illness, etc.
- We consider it fundamentally important that the contract differentiates between the special status of the DoP and his contribution to the film and the creative work of his other craft colleagues. The DoP has a unique triple function or category: co-author of the cinematographic or audiovisual work, author of individual photographic works and producer of ordinary photographs (this means photographs which do not have the character of protected *works* but nevertheless gives the DoP the same economic IP «Intellectual Property» as accorded by law to authors of photographic works). To differentiate, the Principal Director for example is considered co-author of the cinematographic or audiovisual work, but never author of individual photographic works or producer of ordinary photographs.
- It is in the Producer’s best interest to obtain the transferral of the rights of the DoP regarding this triple category of their creativity as it secures his ability to commercially exploit the cinematographic or audiovisual work and recover some of the financial costs of production.

- The following comments are made in the hope that even those who are completely unfamiliar with contract language can understand the terms of our proposal.
- We hope our proposal will stimulate a wider debate including the valued opinions of experienced DoP's regarding their position as a creative force in film making.
- It is important to realise that membership of a Collecting Society can encourage public debate with resultant improvements in the moral and financial position of the DoP. International recognition has been achieved in an increasing number of European countries where copyright laws are based on individual cases and not on the recognition of rights for particular professional film groups.

In Germany, Switzerland, Austria, Hungary, Denmark, Sweden, Finland, Norway, the Czech Republic, for example, DoPs are recognized by Collecting Rights Societies. Since a consideration of each individual case is not feasible, these through their Collecting Rights Societies had to introduce general guidelines for particular groups of professionals. As a result the DoP has achieved de facto recognition through the back door. A study by the EU Commission of July 2005 recommended giving individual DoP's the opportunity of joining a collecting society of their choice. Collecting Rights Societies can accept DoPs from outside their countries where their rights may not be recognised. Therefore we strongly recommend that all DoPs become members of a Collecting Rights Society.

- Critiques of this document and any suggestions are more than welcome. The discussion of "what is fair to include in DoP's contract" should be a public discussion and not limited to the bargaining between DoP and Producer.
- Final recommendation: Read first the comments on each article and afterwards study the article of the contract.

A) Regarding the points “Between” and “Whereas”:

Under point “Between” both parties should be identified clearly, which will say the document should specify the name, direction and tax identification number of the of the DoP, which normally will be an individual, but can also be a legal entity¹ and of the Producer, a legal entity, which has to be represented by an individual with power of attorney.

Point “Whereas” constitutes a general introduction to the contract.

B) Article 1: Subject of the contract

1.1.-

Specifies the two principal obligations of DoP:

- (a) to perform the creative work and
- (b) to transfer to the Producer the economic exploitation rights of all material he or she will produce during the process of filming.

It is important, that we are attempting in a principled way to obtain the recognition of the DoP’s special position as: (a) co-authorship of the cinematographic or audiovisual work, (b) authorship of individual photographic works and (c) producer of ordinary photographs, (individual photographic works and ordinary photographs form part of the cinematographic or audiovisual work itself) because art. 1.1. refers clearly to these three concepts, and the whole document repeats continuously this reference.

1.2.-

Specifies the principal obligation of the Producer: He or she is compelled to remunerate the two aforementioned obligations of DoPs (fees in concept of performance and an extra remuneration as compensation for the transferral of rights)

1.3.-

Art. 1.3. refers to the moral rights of DoP, separate from point 1.1. which covers the transferral of economic rights. It is important that art. 1.3. does not waive moral rights, but should only refer to authorisation as regards using the name and reputation and to promulgate the cinematographic or audiovisual work, the individual photographic works, and ordinary photographs.

1.4.-

“The Working Conditions” guidelines are attached to this contract as an Annex.

¹ In the final document must clearly state whether DoP is regarded as a worker or a company. A DoP with company statuts is deprived of all worker’s rights.

C) Article 2: Nature of the film²

Under this heading the DoP and Producer should describe the film project.

A precise description always prevents misunderstandings and helps to regulate on an international standard the work of DoPs. We recommend that DoP has to be informed of any changes to the nature of the film, specially regarding budget, preproduction schedule, shooting, postproduction. This is why we propose that some aspects form an integral part of the contract, which could be important regarding the DoP's right to claim any financial loss for substantial changes.

D) Article 3: Responsibilities of the DoP

3.1.-

This article should clarify the creative professional responsibility of DoP.

We have made a very thorough description (which can at your discretion be enlarged, or be cut up) not only for securing DoP rights, but also for standardisation and professionalism of DoP's work on an international level. We do not think that this specification of the DoP's obligation may have a "backfire" effect in the sense of being judged by a more restricted tolerance because of non-fulfilment of responsibilities.

3.2.-

DoP has to fulfil the responsibilities within the framework of the conditions of production, planning, shooting period as outlined in the previous heading 3.1.

3.3.-

The first sentence refers to the general obligation of someone commissioned to perform the work or services with care.

E) Article 4: Contract period

4.1.- and 4.2.-

The beginning and the termination of the contract period has to be stated clearly. Depending on the national social legislation, setting a contract period affects the rights of unemployment insurance of DoP, for example.

DoP should not be deceived into thinking that the signed document only affects him or her until the end of the Contract period. The contract affects DoP for much longer via the "grant of right clause". You should not forget too, that some obligations as good faith, confidentiality, etc. may be considered as not finished by the passing of dates as stated in the contract.

² The expression "Film" refers to cinematographic or audiovisual work or motion pictures.

4.3.-

This clause just fixes the “minimum” of remuneration for the case of extension of the contract and helps you in your negotiation with the Producer.

F) **Article 5: Obligations of Producer**

As we understand it, we are not only fighting for the recognition of authorship of the DoP but also for the rights arising from this authorship and therefore recognition of share in profits made, we fixed **two** financial obligations of Producers:

- a) Payment of fees and
- b) Remuneration as compensation for the transferral of rights.

Even if the Producer offers the same fee but divided into two parts, we recommend accepting it, because it is the first step of officially gaining rights arising from DoP's intellectual property right.

As we just mentioned above, we did not include supplementary payments according to the national labour or social laws, because this present model contract is concerned mainly with the question of authorship, but we give you a guideline as Annex to this contract which you have to harmonise with your national legislation and/or national collective agreement(s).

5.1. –

We offer **two options** of payment of salary:

- a) monthly or weekly or
- b) a lump sums for special stages of process of shooting.

You should not forget that in both cases the deduction of social costs is obligatory, you should also be aware the tax regulations are different if you are a DoP working in a foreign country.

5.2.-

Regarding the share in profits fixed in clause 5.2. we have even worked out **three options** (see also comments on clause 6):

- Option A:

For the very wide transferral of rights, set in point 6.1 until 6.4 (of Option A of clause 6, we will come back to this later), the Producer has to pay a lump sum once having finished shooting³, meanwhile for future modes of exploitation and “derived exploitations of the photographic works and ordinary photographs”, without connection to the direct or indirect exploitation of the film itself, the parties has to fix the remuneration by mutual consent.

³ You can fix any other moment when payment of fees should be made, but we thought at the end of the shooting would be the more reasonable.

We know, that the “buy-out” of rights solution is not satisfactory, we also know that the fixation of fees by mutual consent is not a strong regulation, because the bargaining power of the DoP is always weaker in relation to the Producer, but we honestly do not think that in most of the countries the time is ripe for the adoption of a general “*iustum-pretium*” rule in the sense of a “fair” or equitable remuneration with respect to all modes of exploitation.

- Option B:

Producer will pay for a **limited** transferral (if you take option B of clause 6.4.) a lump sum once having finished shooting.

This option does not refer to the fact that for other modes of exploitation and any other “derived” exploitation of the individual photographic works and ordinary photographs, DoP has to be paid an equitable remuneration. Producer normally will refuse such a concrete regulation. - This is why that we do not mention expressly in this option the obligation to fix by mutual consent the remuneration.

But according to the best of our knowledge and belief, in the case, Producers want to exploit the film or the photographic works and ordinary photographs by forms or means and DoP has not signed over the corresponding rights by the present document, Producer has to pay a royalty or a lump sum for that transferral.

- Option C:

We consider this option as not really functional nor practical in the current film business, but nevertheless we thought that the DoP should be informed about this possibility:

At other times we have insisted upon an unlimited transferral of rights, but this time for all modes of exploitation the DoP is entitled to a share of % of net receipts. So, the DoP has a real interest in passing on his or her rights widely.

The document defines “net receipts”⁴ and establishes the obligation of the Producer to inform of expenses and income once a year.

Here it is important to remember that DoP’s contract royalty rate in combination with the definition of “net receipts” has to be considered as murky and therefore most fraught with potential for abuse. In addition, many Producers will discourage audits and at the same time DoP has to contribute to the cost of the audit. The cost usually exceeds by many times any discrepancy in the DoP’s favour.

⁴ The definition is the same as in the official recommended Standard Contract for Directors in Switzerland.

5.3.-

Nevertheless, as a kind of compromise between the economic interests of the DoP and Producer, but with **an optional factor**, we propose clause 5.3. which introduces the right of DoP to review the fixed remunerations in case where there is a manifest disproportion between the DoP's remuneration and the gross/net revenues generated from the exploitation of the film by the Producer.

G) **Article 6: Economic rights referring to the film, the individual photographic works and ordinary photographs**

Art 6 describes and specifies the second principal obligation of DoP: transferral or granting of rights.

DoP should always check the national collective agreement(s). Perhaps some of the proposals would put him or her in a much weaker situation than guaranteed by the collective agreement. We stipulated the granting of economic rights on the complete execution of this contract and the prompt payment by the Producer.

6.1.-

To grant Producer the exploitation of the film, DoP is obliged to transfer economic (exclusive) rights. Our proposal makes two specific limitations of transferral of rights:

- (a) DoP does not transfer his economic rights of remuneration which are entrusted to be collected by Collecting Rights Societies.

This transferral of rights the Producer might use in his own favour, trying to reduce the amount of the fee or share of profit to be paid by the Producer. But DoP should know that those rights are not assignable by law to the Producer, so DoP is the only titular or proprietor of those rights.

- (b) Nor does it include moral rights (as you should know, although moral rights in most of the countries are not allowed to be waived, as UK legislation allows, causing many creators to be disenfranchised from them by contract.)

Under the concept of moral rights, we mainly understand the right to be identified as (co-)author and the right to be protected against mutilation of the works (the differences are great amongst the EU-countries)

It must be stated that moral rights, although not being financial rights *per se*, are in fact closely linked to economic matters, the right to be identified and to become well-known is of special importance with the background of increased transferability of visual images via new technology. The ease of changing, altering and distorting images brings moral rights an economic interest.

Again we insist in the triple category of creativity of DoP: as co-author of the film, author of photographic works and ordinary photographs
DoP transfers exclusive economic rights regarding the three categories of creative work. This regulation is the only one that provides the Producer with full legal security about the granting of rights by DoP.

6.2.- and 6.3.-

The transfer of economic exploitation rights is made in an exclusive form and with the possibility of sub-licensing all over the world, and even for all periods of legal protection for granting the Producer.

Of course we know that “all periods of legal protection” is a long time and the “world” is a big territory. But we think that by this proposal DoP can wrestle away any resistance to sign the contract, because it permits the unhindered commercialisation of the film by the Producer.

At the same time we introduced 6.3. consisting in the obligation of the Producer to inform DoP in case of cessation to third parties regarding the type, term of validity of such surrendered rights. Of course, such an obligation is of a great value of DoP to control the exploitation.

6.4.-

Refers to the description and/or limitation of granted rights.

We offer **three options:**

- **Option A:**

This option follows the model of a typical American “buy-out” contract and specifies in a very minute way all possible modes of exploitation, including certain kinds of repetition in the specific modes of exploitation. This is not due to professional negligence but corresponds to our

objective to implant recognition of authorship by transmitting every exclusive exploitation rights, that is to say, the rights for prior modes of exploitation and secondary exploitation⁵, including the right to exploit the film, the individual photographic works and ordinary photographs in still not known forms of exploitation.

See comments to point 5.2.: Remember that DoP reserves the right for remuneration for not known forms of exploitation in future and for uses of his individual photographic work and ordinary photographs pictures not related to the exploitation of the film itself (points. 6.5 y 6.6).

⁵ Under the concept of prior modes of exploitations we understand the traditional, central main exploitations (TV broadcasts, cinema, video, etc.) and under the concept of secondary exploitation: including extracts, sequences, merchandising, etc.... In some countries the interpretation of secondary exploitation may be different.

- **Option B:**

Option B of clause 6.4. is a very limited one, inspired on the regulation of the Danish Collective Agreement. The DoP only transfers the rights to use his creativity for that particular film and allows the producer to distribute to the public. Any other right in the film is retained by the DoP and is presumed to be paid. (See comments to point 5.2).

In comparison with Option C (which uses a similar redaction, but it is not limited to such uses in difference to Option B) Option B excludes very clearly the possibility (g) and (j) to use extracts of the film for making a new “second hand film”. -This protection might be important, because prevents that Producer using an extract of the film, introducing it into another film in which the Producer is commercially involved and afterwards declares that the new one, the second hand film, is a totally new film, and DoP is excluded of any share of profit.

- **Option C:**

Constitutes an unlimited transfer of economic exploitation rights to the Producer, as Option A, although this revision amounts to the “American buy-out” formula. Remember and see comments to point 5.2: In difference to Option A, Option C establishes a general share of net receipts, meanwhile Option A establishes a lump sum, but future modes of exploitation and “derived” exploitations of the individual photographic works and ordinary photographs will give a right of remuneration for DoP.

H) **Article 7: Exploitation of the film and credits of DoP**

Art. 7 refers to exploitation of the film and credits. This regulation is important, because it refers to the period, when the contract has finished.

7.1.-

Grants the full competence or faculty of exploitation of the film to the Producer. DoP has no right to influence in Producer’s decisions.

7.2.-

Reserves the right of DoP to exhibit the film for non-commercial use and cultural purposes with specific authorization of the Producer, who can only refuse authorisation if there is a serious threat to his legitimate professional interests.

7.3.-

The obligation to register the film in the Collecting Right Society is important, because it is *conditio sine qua non* for the DP for receiving the remunerations claimed and collected by the corresponding Collecting Rights Societies.

7.4.-

Insists on the right of the DoP to receive payment by the Collecting Rights Societies. We made specific reserve for the rights corresponding to the transmission by cable (the so called “*clause de reserve*” for Directors in French Law). Depends on the national practice of Collecting Rights Society, this is why you have to check it in advance.

DoP should also not forget that the receipt of payments made by the Collecting Rights Societies might influence the amount of remuneration which has to be paid by the Producer. But we insist: legally those rights correspond ONLY to the DoP, and should not reduce the remuneration of DoP in concept of transmission of economic exploitation rights.

7.5.-

The regulation of the division of prices may be important in the future. This is why we recommend fixing it. We rejected a percentage division. Rewards conferred to the DoP correspond solely to the DoP.

7.6.-

Article 7.6. - refers to the way to credit the DoP's name:

Here you have **two options**:

Option A:

A very detailed one, like the American Standard, but introducing references to the credits for individual photographic works and ordinary photographs, in case of a separate exploitation.

Option B:

A very soft one, although requires identification of credit of individual photographic works and ordinary photographs.

7.7.-

Article 7.7. - refers to the responsibility of Producer to fulfil the promotional terms.

I) Article 8: Other obligations of DoP during the performance of his or her encouraged creative work

8.1.-

Again this emphasises the individual and creative role of the DoP. The responsibility of the DoP is also included to appease the Producer.

8.2.-

Corresponds to a “usual” clause of confidentiality in working contracts.

L) Article 9: Replacement of DoP

Article 9 refers to replacement of DoP, in the sense of “emergency” situation.

9.1.-

The contract is, of course, made to be fulfilled until the termination limit, but it might happen that, for example for an important illness of the DoP, it is not possible to conclude the work with him.

We believe the Producer has the right to protect his interests by continuing with a replacement DoP using the creative work used by the original DoP until the termination of his employment

9.2.-

In this case, both parties must agree with the replacement DoP mutually if original DoP has to be mentioned in the credits of the film.

9.3.-

In the case, that the Producer cancels the contract with DoP with reasons associated with the DoP, producer has NO rights because these revert automatically to DoP and he has to pay the corresponding compensation.

M) Article 10: Use of name and reputation of DoP and his or her personal data

10.1.-

We propose to allow the Producer to use the name, biography, voice and image of DoP for activities of promotion, publicity of the film without prior express authorisation of DoP and payment of remuneration.

10.2.-

The foregoing authorisation is not a “blank” authorisation, because Producer has to inform when used.

10.3.-

General clause based on the Law of Personal Data Protection.

N) Article 11: Safeguard and protection of the film

11.1.-

Article 11.1 is linked to the protection of moral rights of DoP.

Producer has the obligation to safeguard the original image source and sound of the film.

11.2.-

Article 11.2- is also linked with the protection of the moral rights of the DoP.

In no case should the changes be detrimental or carried out without the DoP's specific agreement. Nevertheless modifications can only be made if they are necessary to improve the commercial exploitation of the film or due to other essential technical reasons. In no case the changes can be detrimental to the message and artistic or creative character of the work.

11.3.-

Article 11.3 is important for DoP, because in audiovisual business sometimes Producer denies the delivery of a copy. It has to be considered a "fundamental" right of the DoP to have a copy of his work for his personal archive.

Without the possession of a copy, DoP neither can nor make uses as described in article 7.2. (see comments) nor proof infringement of his or her moral rights.

O) Article 12: Legitimate rights protection

12.1.-

Normally it is the Producer who wants to act quickly against acts of piracy. So corresponds to him to exercise legal actions.

12.2.-

To compensate for 12.1 we propose the Producer receives any compensation awarded. However alternative solutions are possible (participation of Principal Director by percentage division, etc.).

P) Art. 13: Termination or cancellation of agreement

This corresponds to the general contractual practice.

Q) Art. 14: Jurisdiction.

You should be aware that the Producer may try to avoid the mandatory rules on DoPs contracts by circumvention through a choice of foreign law clauses.

MODEL CONTRACT FOR DIRECTORS OF PHOTOGRAPHY

Guidelines for Authorship and Working Conditions

BETWEEN

.....
.....
..... (hereinafter called "the DoP"), on the one hand,

and

..... represented by
.....
.....
.....
(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 "....."

Both parties mutually consent and acknowledge to the other party their sufficient legal capacity has been agreed as follows:

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 not only the following fixed fee but also remunerations as a share in the profits thus produced, if profits are included.

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 to the customary practice in the film sector and to promote the film, the individual photographic works and ordinary photographs.

1.4. - The present contract refers to the working conditions in the Annex A of this document.

ARTICLE 2: CHARACTERISTICS OF THE FILM

2.1. - DoP's creative work refers to:

- TITLE (including provisional title):.....
- CATEGORY (movie, TV-series, documentary etc):
- BASED ON THE LITERARY WORK SCRIPT OR SCREENPLAY:
.....
- AUTHOR(S):.....
- PRINCIPAL DIRECTOR:
- PLANNED MAIN AND SUBSEQUENT EXPLOITATION OF THE FILM:
.....
- FORMAT for SHOOTING AND THE PLANNED EXPLOITATION:
.....
- ORIGINAL VERSION:.....
- POSSIBLE DUBBED VERSION:
- PRODUCTION SCHEDULE:
APPROXIMATE DURATION OF PRE-PRODUCTION:.....
APPROXIMATE DURATION OF SHOOTING:.....
APPROXIMATE DURATION:
OF POSTPRODUCTION.....
- GENERAL BUDGET:.....
- PROMOTIONAL INITIATIVES:.....
- TRAILERS AND PROMOS.....

2.2. - Both parties accept that the description of the film, particularly the definitions of literary work, screenplay, production schedule and production budget form an integral part of this agreement.

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 .
- 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.

ARTICLE 4: CONTRACT PERIOD

4.1. - The DoP will be engaged for

- The preproduction period from..... to.....
- The shooting period from..... to.....
With a possible extension of..... days / weeks for making, for example trailers and promos.
- The post-production period from..... to.....

4.2. - Therefore the contract commences on and terminates on

4.3. - In the case of extension of the contract the remuneration shall be no less than previously negotiated.

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:

OPTION A (Choose one of the two options which belongs to 5.1 and cross out the other):

..... Gross per (unit of time)

OPTION B:

- a) for signing the contract
- b) after shooting
- c) after postproduction
- d) for promotional devices
- e) for.....

5.2. - Choose one of the three options for point 5.2. And cross out the others; be aware that your selection is intrinsically linked to your choice of options in point 6):

OPTION A corresponds to OPTION A of clause 6:

5.2. - The PRODUCER will pay the DoP, as compensation for granting the economic exploitation rights as described in point 6.1 until 6.4., both included, the amount of

Payment of DoP will be made at the end of shooting no later than

Payment for the Producer's right of exploitation mentioned in point 6.5 and 6.6 and terms of payment will be fixed by mutual consent.

OPTION B corresponds to OPTION B of clause 6:

5.2. - The PRODUCER will pay the DoP, as counterpart for granting all the economic exploitation rights as described in point 6.1 until 6.4, both inclusive, the amount of

Payment of DoP will be made at the end of shooting no later than

OPTION C corresponds to OPTION C of clause 6:

5.2. - The PRODUCER will pay the DoP, as counterpart for granting the economic exploitation rights as described in point 6.1 to 6.4., both included, 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:

- author's rights' fees arising from the production
- author's royalties, paid directly to him or her and paid through collecting 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 synchronization
- declared costs for transport, insurance, customs and revenues taxes
- declared costs borne by the producer for advertising relating to the film's exploitation

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 THE PRODUCER will present this to the DoP and pay the amount due 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 DoP or trustee duly appointed by DoP to have access to accounting records and supporting documents in any media.

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.

OPTIONAL (Choose it, independently of what you have chosen in point 5.2. or cross it out):

5.3. - The DoP shall have the right to request the review of the above mentioned amount and/or participation in situations where there is a manifest disproportion between the DoP's remuneration and the gross/net revenues generated from the exploitation of the film, the individual photographic work and ordinary photographs by the PRODUCER.

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 and without affecting moral rights or/and rights to remuneration having been entrusted to Collecting Rights Societies, 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 as fixed in art. 6.4.

6.2. - The transferral is exclusive and made for all the world and for all the period of legal protection but with express reservation of the right of possible equitable remuneration entrusted to collecting societies representing DoP as co-author of the film and/or author of the individual photographic works and/or producer of ordinary photographs made during shooting.

6.3. - 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.

(Choose one of the three options for 6.4 and cross out the others, be aware that Option A includes three points: 6.4, 6.5. and 6.6, meanwhile Options B only refers to 6.4. and Option C to 6.4 and 6.5.):

OPTION A:

6.4. - The exclusive economic exploitation rights transferred by DoP to the PRODUCER are the rights of reproduction, distribution, communication to the public and dubbing and subtitling. The transferral allows the PRODUCER to exploit the film, the individual photographic works and ordinary photographs in whole or only in part in the following –unlimited- way:

- a) to divulge and publish the film in all known and unknown forms, in the understanding that it is his right to make available to the public for the first time
- b) to establish subtitled versions or dubbed into every language
- c) to reproduce directly or indirectly the film by all types of material and immaterial material in a temporary or permanent way. The digitalization or any digital storage of electronic material is considered reproduction.
- d) to offer the film to the public and distribute it by all types of distribution, including selling, letting or loaning in all formats or otherwise, making available the film, including copies thereof, to the public
- e) the public projection, exhibition, broadcast, or transfer of the film, with free or charged entrance fees
- f) the broadcasting of the film by radio or any other means serving for the wireless dissemination of signs, sounds or images, by terrestrial network or by satellite, in analogical or digital form.
- g) the broadcasting of the film to public by wire, cable, fibre optics or other similar processes, whether on subscription or not

- h) transmitting the broadcast film by any of the media mentioned in the foregoing sub-paragraph by a transmitting body different from the original one
- i) broadcasting or transmitting the broadcast work by means of any appropriate instrument, in a place accessible to the public
- j) making the film available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them.
- k) any kind of public access to the film incorporated in a database, even where said database is not protected by Intellectual Property law
- l) exploitation in video or audiovisual materials, i.e., the possibility of (i) producing or authorizing the production of the materials which are copies of the film, (ii) exploit and distribute such materials for its commercial or non-commercial visualization made by the consumers in video systems, in such a way that the moment and the frequency of the visualization may be controlled by the consumer.
- m) secondary exploitations, including the utilization of extracts, sequences or excerpts, photographic works, ordinary photographs, or other isolated or individual parts of the film, for reproduction, distribution or communication to the public or for incorporation in other works, productions, publications, transmissions, fixations, or databases (of written, sound or audiovisual character) or any other exploitation of extracts or excerpts not combined with the exploitation of the film itself.
- n) merchandising in the sense of producing, distributing and exploiting commercial and non-commercial products or services, which use, represent or incorporate figures, characters, situations, designs, etc. which are included in the film. The merchandising includes, without exhaustive character, the "commercial tie-in rights", referred to the promotion of the film together with other products.
- o) exploitation in non cinematographic auditoriums, i.e., the right to distribute, exhibit and exploit, and subcontract third persons for distribution and exhibition of the film by organizations, whose main activity is not exhibiting films, such as schools, museums, military installations, oil rigs, embassies, commercial flights and vessels of transportation.
- p) any exploitation "on-line"
- q) exploitation in television, i.e., the right to broadcast, diffuse and exhibit the film television free of charge, or coded television which requires some kind of payment for visualization of the film, including high definition television, digital, analogical, VCD, PPV and services of basic subscription and "premium" (pay TV), transmitted by land, cable, satellite or any other means.
- r) exploitation by any other kind of exploitation such as "pay per view"
- s) exploitation in cinema or movie theatre, i.e. the right to distribute, exhibit or subcontract the distribution or exhibition of the film in 35mm format, or in any other technological format known at the present or invented in the future, in cinemas or open air cinemas which have the necessary licence such as open air cinema, with the main activity as exhibition of films.
- t) any other intellectual property right regarding the film, the individual photographic works and ordinary photographs of DoP's authorship

6.5. - DoP also transfers to the PRODUCER in an exclusive form and for all the world and the legal time of protection the right to exploit the film and the individual photographic works and ordinary photographs in still not known forms of exploitation. DoP shall retain the right to obtain an equitable remuneration for this new form of exploitation. This is why that PRODUCER and DoP will have to sign a new contract in case of a new exploitation of the film, unknown in the moment of the present contract.

6.6. - Both parties expressly establish that in case that PRODUCER or third persons authorized by PRODUCER will use individual photographic works or ordinary photographs created by DoP during the production of the film for uses not related (**optional:** directly) with the commercial exploitation of the film itself, as for example in edited theme publications about cinematography or directors, advertisement of services, or products, regardless of the media, or any other derived product, not related to the film, DoP shall acquire the right for a remuneration which will be fixed in mutual consent. The same right for remuneration applies to the DoP in case that PRODUCER wants to use extracts of the film in other film project(s).

OPTION B:

6.4. - The exclusive economic exploitation rights transferred by DoP to the PRODUCER are the rights of reproduction, distribution, communication to the public and dubbing and subtitling. The transferral allows the PRODUCER to exploit the film and the individual photographic works and ordinary photographs in the whole or only parts of it in the following –limited- way:

- a) to show the film as created by the Director and DoP
- b) to translate it from the original version by post-synchronization (dubbing or subtitling)
- c) to copy it on video tape or other data medium
- d) to make it available to the public, to have it at one's disposal or circulate it in any manner whatsoever, through sale, letting or loan in all formats and by all types of projection and any media, including interactive media, extending the film to the public in any way regardless of method
- e) to present it, project it, or have it seen or heard in any manner whatsoever including cinemas, institutions and television and regardless of whether it is shot through analogical or digital techniques, or whether the arrangements affect the whole film or parts thereof
- f) to transmit and broadcast it on television or similar media
- g) to use extracts of the film with the exception of making a new "second hand film"
- h) making the film available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them
- i) to use photographic works, ordinary photographs, appearing in the film for other commercial purposes (merchandising) but in relation to the exploitation of the film itself

- j) to incorporate the film into a multimedia product and release it with the exception of making a new “second hand film”

Any other rights in the film are retained by the DoP.

OPTION C:

6.4. - The exclusive economic exploitation rights transferred by DoP to the PRODUCER are the rights of reproduction, distribution, communication to the public and dubbing and subtitling. The transferral allows the PRODUCER to exploit the film, the individual photographic works and ordinary photographs in the whole or only parts of it in the following – unlimited – way:

- a) to show the film as created by the Director and DoP
- b) to translate it from the original version by post-synchronization (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, through sale, letting or loan in all formats and by all types of projection and any media, including interactive media, extending the film to the public in any way regardless of method
- e) to present it, project it, or have it seen or heard in any manner whatsoever including cinemas, institutions and television and regardless of whether it is shot through analogical or digital techniques, or whether the arrangements affect the whole film or parts thereof.
- f) to transmit and broadcast it on television or similar media
- g) to use extracts of the film, even for other film projects.
- i) making the film available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them.
- i) to use photographic works, ordinary photographs, appearing in the film for other commercial purposes (merchandising)
- j) to incorporate the film into a multimedia product and release it

6.5. - DoP also transfers to the PRODUCER in an exclusive form and for all the world and the legal time of protection the right to exploit the film, the individual photographic works and ordinary photographs in still unknown forms of exploitation.

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, with specific authorization of the PRODUCER, and on his or her own costs, exhibit the film for non-commercial use and cultural purposes.

PRODUCER will only refuse authorization if there is a serious threat to his legitimate professional interests.

7.3. - The PRODUCER must register the film in the following Collecting Rights Society:

7.4. - DoP has the reserved right of an equitable remuneration be claimed or collected and divided according to the internal rules of the Collecting Rights Society which the DoP has entrusted to represent him or her. This right of equitable remuneration refers in particular to remuneration for broadcasting or multimedia rights to the extent that these are due to the DoP by virtue of member's contracts and the regulation determining distribution⁶.

7.5. - The prices and rewards conferred to the DoP's creative work correspond solely to the DoP.

(Choose one of the two options of clause 7.6 and cross out the other)

OPTION A:

7.6. - 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:

- a. The form of DoP's credit on screen, paid advertising, phonograph records, tapes, videodiscs, videocassettes, 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 "....." ⁷
- 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
- c. The name of DoP shall include the credit (acronym) of the Association to which he belongs, where applicable, i. e. the initials AFC, NSC, BSC, GSC, etc.
- d. 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.
- e. 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

⁶ Please check that these rights are really collected by your Collecting Rights Society

⁷ For example: Cinégraphiste, Cinematographer, Director of Photography, Lighting Cameraman, Autore della fotografia, Directeur de la Photographie, Kamara, Fotografía, etc.

periodicals (excluding "trade papers") provided that the advertisement mentions no person other than two (2) starring actors.

- f. Notwithstanding the foregoing provisions with respect to any other advertising campaign, or exploitation of the film, PRODUCER has to accord credit according the established use in the film sector.
- g. Referring any other exploitation of the individual photographic works and ordinary photographs PRODUCER has always to accord credit.

OPTION B:

7.6. - The DoP 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 created film as DoP is entitled too to be named as author exploitation of his individual photographic works and ordinary photographs.

7.7. - The PRODUCER has under his charge the responsibility of the fulfilment 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 DURING THE PERFORMANCE OF HIS OR HER ENCOURAGED CREATIVE WORK

8.1. - The DoP is responsible of the authorship and originality of his or her work, assuming any claim in this concept. The DoP will not include in his or her work anything which could violate the rights of a third party.

8.2. - 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.

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 11: SAFEGUARD AND PROTECTION OF THE FILM

11.1. - The PRODUCER is obligated to assure the permanent safeguard and protection of the original image source and sound of the film.

11.2. - The Producer is authorized with the specific agreement of DoP to carry out modifications to the film even after the final editing only to the extent that these are necessary to improve the commercial exploitation of the film or for other essential technical reasons. However, these changes can not be detrimental to the message and the artistic or creative character of the work. Under the aforementioned conditions the DoP can not unreasonably withhold his/her consent to such modification against loyalty and good faith

11.3. - The PRODUCER is bound to convey to the DoP a DVD or alternative agreed format of the film.

ARTICLE 12: LEGITIMATE RIGHTS PROTECTION

12.1. - The PRODUCER or his attorney shall be entitled to take legal action to protect his rights to the film, to which end the PRODUCER shall pay all the expenses derived from such actions.

12.2. - The net sum of any compensation resulting from such legal actions shall correspond only to the PRODUCER.

ARTICLE 13: TERMINATION OR CANCELLATION OF AGREEMENT

13.1. - This Contract shall terminate with the expiry of its term of validity under art. 4 and 6.2.

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, in which case the PRODUCER shall be entitled to claim damages derived from breach of contract, from which the amounts owed for professional fees may be deducted.

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
Place and date:

the DoP

The Conrad Hall Statement

«As Directors of Photography, our responsibility is to the visual image of the film as well as the well-being of our crew. We strive to explore the language of cinematography and the art of story telling.

The expanding practice of working extreme hours seriously compromises both the quality of our work and the health and safety of others.»

Conrad Hall, ASC

«Un système qui consiste à faire travailler des techniciens, réalisateurs, acteurs de 12 à 16 heures par jour sur des longs métrages ou des télé films est inhumain....infantile et dangereux.»

Willy Kurant, AFC

«The phenomenon we have to deal with is a typical symptom of a general degeneration of human values. Following some deplorable working conditions in the 19th century, large improvements have been achieved in Europe during the 20th century, securing workers a decent way of living that seems to be imperishable. At the beginning of the 21st century, human beings and their social rights are in a very low ranking, where economical needs and profit become the centre of interest. Why should it be different in our metier?

One way to prevent this development is refusing collectively inhuman working conditions, even though one loses income with such a decision. Complementary to this, it is indispensable to secure human values through harmonised legislations – and the control of their efficiency, at least in Europe. Both ways should be supported by societies of cinematographers and this has to be a *raison d'être* of IMAGO. Especially experienced and renowned DPs should give an example and teach younger colleagues that total submission to the world of profit is neither a good beginning of a career nor a proof of personal qualification.»

Kurt Brazda, AAC

Declaration on Working Conditions, Łódź, 2005

On November 30th 2005 the International Assembly of Cinematographers at the Camerimage Film Festival at Łódź, Poland, stated the following declaration to be communicated to National Government Departments, Labour/Social Security Authorities, Production Companies and to all relevant groups and professional organizations internationally.

* The working conditions on many Film and TV Productions around the World have deteriorated to such a critical degree that immediate action is imperative.

* We condemn the unnecessarily long working days and unsafe working environments to which film and television professionals are exposed, frequently violating existing laws.

* We urge the international film and television industry and governments to support cinematographers in resolving these issues.

* We expect representative film organizations to encourage relevant authorities to cease these exploitative practices and restore acceptable working conditions.

The MODEL CONTRACT - "WORKING CONDITIONS"

Check-List – the essentials

1. Check if there is a **Collective Agreement** between organized film workers and a producer organization. Check national and European legislation regarding working conditions.

2. Freelance status – self-employed or salaried workers should check the established employment protection accorded by national legislation or by a collective agreement.

If the freelancer is self-employed, insurance, holiday pay, pension entitlement should be added when invoicing the Production Company. It would be prudent to safeguard the danger of non-payment of money owing in the event of subsequent bankruptcy of the Production Company.

3. Date of signing of contract –

I.e. the number of weeks prior to first scheduled shooting day. Ideally at least four weeks.

4. Duration of engagement –

Start and termination of engagement has to be fixed. Clear periods of shooting and schedule for pre- and postproduction (to avoid working clashes with other projects).

In the event the production is cancelled or shortened the Producer shall be liable to the DoP for lost revenue due to said cancellation.

In the event the production is postponed Producer should only be charged for the change in schedule, when the job is moved for more than two days forward or backward and does not conflict with other work booked by DoP.

5. Payment –

A. Salaries shall be paid at agreed date.

- I.e. after 14 days, in arrears.

B. Salary for pre-production, research and location reccees.

C. Salary, production

D. Salary, post production

E. Holiday percentage

- I.e. 12, 5 % of salary or as defined by national legislation.

- F. Salary, overtime and abnormal working hours**
 - I.e. basic hourly rate + 25%-100% - depending on notice; hours, days, week / week-end.
- G. Salary, Saturday / Sunday and national bank holidays**
 - I.e. basic hourly rate + 50%-100%, minimum 4 hours, and penalty for not giving prior notice - for example 5 days.
- H. Pension contribution**
 - I.e. Percentage of basic pay to pension fund approved by both parties.
- I. Insurance**
 - Essential to check national legislation.
- J. Taxation**
 - Essential to check if you are liable to pay taxes in the country of employment.

6. Hours of work –

- A. Normal working hours**
 - I.e. 39/40 working hours from Monday to Friday.
- B. Flexible working hours**
 - I.e. agreed production schedules with longer working hours with compensation by possible days off in lieu or longer rest periods.
- C. Abnormal working hours**
 - I.e. 19.00 – 06.00 hrs.
- D. Overtime work** – notice of overtime – basic hourly rate for overtime work.
 - Clear agreement in contract!
- E. Night Premium**
 - This premium is in addition to the calculation of overtime.
- F. Periods of rest and 24 hours off**
 - I.e. minimum consecutive daily period of rest of at least 11 hours with a minimum weekly period of 24 hours off in addition to the 11 hours mandatory rest period.
- G. Breaks**
 - Specifies maximum period of work without a break, i.e. 5 or 6 hours. Followed by minimum break period, i.e. one hour.
- H. Scheduling**
 - The Producer shall endeavour to notify as early as possible in advance the scheduled days. An unscheduled sixth or seventh day working shall be paid at two times the basic rate with a minimum credit of nine hours. Any work performed in excess of nine hours shall be paid at three times the basic hourly rate.
- I. Cancellation of call**
 - The Producer may cancel a DoP's call up to the starting time of the agreed shooting call. He shall not be required to pay for such a cancelled call except if the cancellations occurs between eight and twenty-four hours prior to the starting time when a minimum of four hours should be paid to the DoP based on the daily rate. If the notice of

cancellation is less than eight hours, the DoP shall be paid for eight hours at the day's prevailing rate.

7. Transport –

A. Travel to base - and transport from base to location.

- *Agreement as to compensation for travelling time to production location or base. Producer has responsibility for transport, etc.*

When working outside the base or studio zone, transportation time from the unit base to a location and from such location back to the unit base should be paid as part of the workday and subject to all premiums, penalties, and turnaround and overtime payments.

B. Subsistence allowances

- *Payment of per diems and accommodation during travel.*
- *On distant locations DoP shall be paid in advance.*

C. Mileage allowance

- *Private transport.*
- *Whenever the Producer does not provide transportation and DoPs use personal vehicle to transport themselves to any type of location, Producer shall provide secure or supervised parking or reimburse DoP for parking fees on the same day that the fees are incurred.*

D. Travel insurance

- *Check if Producer shall provide an Accidental Death and Injury Insurance when DoP is required to travel at the request of Producer.*

8. Accommodation and subsistence allowances

- *Payment of food when not supplied and accommodation expenses to an agreed standard when not provided.*

9. Illness

- *Takes into consideration the legitimate interests of the Producer and cinematographer.*

Legitimate interests to take into account:

Substitute cinematographer, termination of contract, length of illness, practical and financial consideration, etc. Check national legislation.

10. Spokesman scheme

- *Election of Spokesperson at initial crew meeting. The appointed Spokesperson represents the crew and liaises with the Producer and identifies areas of potential problems such as the basic working conditions i.e. overtime (especially when required at short notice), safety, transport etc. This is important for the running of an efficient production.*

Disputes and misunderstanding can be avoided by monitoring potential problems "up front". This voluntary role of Spokesman is advantageous for the Producer and crew alike.

11. Termination of contract

- *See authorship contract section*

12. Arbitration

- *Will probably only function legally for cinematographers whose contract is based on a Collective Agreement, since all labour conflicts will be dealt with within jurisdiction of a Court of Arbitration. However, arbitration must be formulated in the Authorship and Working Conditions contract.*

13. 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.*