
Offshore Commercials Agreement, 2005

Subject Matter	Clause No.
Adjustment of Rates of Pay.....	6
Agreement Binding.....	3
Ancillary Use.....	18
Auditions - Screen Tests - Interviews.....	31
Breaks Between Work Periods	38
Campaigns.....	16A
Cancellation.....	47
Cast List.....	30
Conditions Applicable to All Calls.....	50
Dancers and Singers.....	39
Date of Commencement and Duration.....	1
Definitions.....	52
Disputes.....	51
Dubbing	17
Editing.....	16
Equal Opportunities	29
Exclusivity.....	14
Facilities.....	36
Form of Engagement.....	21
Insurance Compensation	49
Interpretation	4
Late Payment	25
Lay Days.....	41
Maximum Period of Use	13
Meal Breaks and Rest Periods.....	37
Minimum Rates of Pay	5
Night Shoots.....	9
No Discrimination Against Union Members	28
No Hazardous and or Dangerous Performance.....	43
Notice of Call Times	33
Notification to Artist and to the MEAA	15
Nude/Sex Simulated Scenes	42
Overtime	7
Payment of Fees	24
Post-Synching (Looping).....	23
Postponement	45
Public Holidays.....	44
Rehearsals	34
Right of Entry.....	27
Scripts/Storyboard.....	32
Stills	19
Storage of Personal Effects	48
Sub-Contractors	2
Sundays.....	8
Superannuation	22
Time and Wages Record.....	26
Travelling - Accommodation - Transport.....	40

Use in Australia or New Zealand.....	11
Use in the United States of America.....	12
Use of Name.....	20
Use Rights.....	10
Wardrobe/Make-Up/Hairdressing.....	35
Weather Postponement or Cancellation	46

This Agreement between the Screen Producers Association of Australia ("SPAA") and the Media Entertainment & Arts Alliance ("the MEAA") concerning remuneration for performance and broadcast and other rights for artists contracted in the production of international television and theatrical commercials produced in Australia or by an Australian party to be known as the Offshore Commercials Agreement, 2005.

THE 2005 AGREEMENT ON OFFSHORE COMMERCIALS

The parties have agreed to enter into this Agreement to prescribe minimum rates of pay, conditions of employment and further use rights for performers, featured extras, extras and other Artists appearing on and off camera in the production of television and theatrical commercials produced in Australia for overseas advertisers, for broadcast or use in some or all markets of the world.

1 DATE OF COMMENCEMENT AND DURATION

This Agreement shall come into effect from 12 December, 2004 and shall continue until 30 June 2006. After 30 June 2006 the Agreement shall continue in full force and effect until terminated by not less than 45 days notice in writing given by either party.

It is agreed that a review of the agreement will be instigated if required in good faith by either party.

2 SUB-CONTRACTORS

The Producer shall require the observance of this Agreement by any sub-contractor or agent with whom the Producer or Advertising Agency may be in a contractual relationship to provide Artists for Commercials produced by or on behalf of the Producer or Advertising Agency.

3 AGREEMENT BINDING

The Producer agrees that she/he will not enter into any agreement to produce commercials in Australia for release outside Australia with an Advertising Agency or Advertiser where the terms and conditions governing the employment and future use payments to Artists are less than or conflict with the terms of this Agreement.

This Agreement shall be binding on all parties who by reason of mergers, consolidation, reorganisation, sale, assignment or the like shall succeed to or become entitled to a substantial part or any of the Producer's production business howsoever occurring ("assignees"). Each Producer agrees that its signature to this Agreement shall likewise bind its subsidiary companies and

other entities and film Producers engaged in the production of commercials and that it will ensure that any transferee, assignee or licensee of the right, title or interest in and to any of the commercial(s) made hereunder will enter into an agreement in the form required by the MEAA set out in Schedule F of this Agreement and that it will duly perform and observe the covenants herein contained.

4 INTERPRETATION

Words importing the masculine gender shall be deemed to include females and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.

5 MINIMUM RATES OF PAY

The following minimum rates of pay shall be paid by the Producer to the Artist for their services in filming the commercial. Rates are minimum rates only and it shall be allowable for an Artist to negotiate and receive in excess of the rates set out hereunder.

Category	Session	Additional Days	Definition
Lead Performer	\$2,500.00 (10 hours)	\$1,000.00 (10 hours)	<p>"Lead Performer" means actor, model, singer, dancer, presenter, puppeteer, specialist e.g. acrobat, sports person, personality, etc, who appears on camera, who is directed individually and who either:</p> <p>(a) performs an individual speaking role in excess of either one line of dialogue or (b) is the only Performer performing in the commercial.</p> <p>There may be more than one Lead Performer in any commercial.</p>
Principal Performer	\$1,500.00 (10 hours)	\$750.00 (10 hours)	<p>"Principal Performer" means actor, model, singer, dancer, presenter, puppeteer, costume character, specialist eg acrobat, sportsperson, personality, etc or anyone (other than an Actual or Featured Extra) who appears on camera and who is directed individually and who performs an individual speaking role up to one line of dialogue provided that where he or she is the only Performer (who is not a Silent on Camera Performer) appearing in the television commercial he/she will be deemed to be a Lead Performer.</p>
Silent on Camera Performer	\$825.00 (10 hours)	\$500.00 (10 hours)	<p>"Silent on Camera" means actor, model, singer, dancer, presenter, puppeteer, costume character, specialist e.g. acrobat, sports person, personality, etc, or anyone who appears on camera (other than an Actual or Featured Extra) and who is directed individually and performs an individual non-speaking role provided that where he or she is the only Performer appearing in the television commercial he/she will be deemed to be a Principal Performer whether speaking or not. A Stunt Performer not required to speak or mime will be deemed to be a Silent on Camera in all cases.</p>

Voiceover	\$500.00 (1 hour)	N/A	<p>“Voiceover” means an artist engaged to provide an off camera voice (including a solo singer). Sneezing, sobbing, laughing shall be considered voicing.</p> <p>The Session Fee for the purpose of Use Fee payments for this Artist is deemed to be the per hour rate for the first hour of work for each commercial.</p>
Featured Extra	\$450.00 (10 hours) \$225.00 (5 hours)	\$300.00 (10 hrs)	<p>"Featured Extra" Means an extra as defined below, but who is directed individually and/or is otherwise requested to perform in a way which results in him/her standing out from the general crowd extras, provided however that she/he is not required to speak lines, mime or does not appear in any individual close-up frames.</p>
Actual	\$450.00 (10 hours) \$225.00 (5 hours)	\$300.00 (10 hours)	<p>“Actual” means a person who is not a professional performer, who is not required to speak lines or mime, who is filmed at their usual place of business in the course of their usual employment. Such a person may appear in a single close-up and such appearance will not qualify the Actual to be reclassified as a Silent on Camera provided that where the Actual appear in more than one single close-up the Actual will be deemed to be a Silent on Camera.</p> <p>For the purposes of clarification the words “at their usual place of business” will not be interpreted narrowly. For example, if a commercial is to be shot at the fish markets and the director wishes to engage a fisherman as an Actual but the director is of the view that a better shot will be obtained if the fisherman is filmed on a boat other than his or her usual boat this will be deemed to be at the fisherman’s usual place of business.</p>

Extra	Award rate * \$176.80 (\$183.60 from 26.9.05; \$191.20 from 26.9.06) for 8hrs	Award rate * \$176.80 (\$183.60 from 26.9.05; \$191.20 from 26.9.06) for 8hrs	"Extra" means an Artist who is part of a crowd, mob, ensemble backgrounds, and who does not speak dialogue individually or perform individually as directed, and who does not mime, and who is in accordance with industry practice, not featured provided that the employer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such members of the public shall not be regarded as an Artist and shall not otherwise be covered by this agreement.
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* The rate payable for an Extra adjusted from time to time pursuant to the Actors Etc (Television) Award 1998.

Juveniles (between 5 years but under 15 years) will receive as a minimum, 50% of the above rates applicable to the appropriate category
Babies and infants under 5 years of age will receive as a minimum, 30% of the above rates applicable to the appropriate category.

For juveniles, babies and infants Use Fee calculations will be based on the reduced rates.

6 ADJUSTMENT OF RATES OF PAY AND NEGOTIATION OF A NEW AGREEMENT

It is agreed that the parties will confer, no later than 1 March, 2006 to commence negotiation of a new agreement which will include a negotiation of an appropriate adjustment of the rates set out in clause 5 of this Agreement to apply from 1 July, 2006. It is acknowledged, that the rate for extras, stand-ins under this Agreement are based on the Actors Etc (Television) Award, 1998 ("the Award") and will be increased automatically in line with any adjustment to the Award. All allowances under this Agreement shall be amended from time-to-time as agreed between the parties.

It is acknowledged that the following provisions will revert automatically to the applicable counterpart provisions pursuant to the Offshore Commercials Agreement 1999 on 1 July 2006 unless SPAA is able to demonstrate significant and verifiable increases to the level of production pursuant to this agreement during its term:

- Travel days, lay days and rehearsal days;
- Sunday loadings;

It is acknowledged that the following provisions will revert automatically to the applicable counterpart provisions pursuant to the Offshore Commercials Agreement 2003 on 1 July 2006 unless SPAA is able to demonstrate significant and verifiable increases to the level of production pursuant to this agreement during its term:

- The requirement to purchase use fees as a condition of engagement;
- The payment for a first screen test;
- The ability to purchase use of less than 12 months for Groups 2 and 3 in clause 10
- Use fees for different versions of the television commercial.

7 OVERTIME

7.1 All Artists other than Extras

For all Artists other than Extras overtime will be paid at time and a half for the 6th and 7th hours (5 hour call) and double time thereafter and at single time for the 11th and 12 hours (10 hour call) and at double time thereafter.

7.2 Extras

The Producer will pay Extras overtime for all hours in excess of eight hours per day at the rate of time and a half for the first two hours and double time thereafter, provided that where the Producer engages the Extra for a call of less than 8 hours, work in excess of the call will be paid at the rate of time and a half for the first two hours and double time thereafter.

8 SUNDAYS**8.1 All Artists other than Extras**

All work on Sunday will be paid with a minimum additional loading of \$600.00 or the Additional Day rate set out in Clause 5 above whichever is the lesser.

8.2 Extras

The Producer will pay Extras at the rate of double time for all work performed on Sunday.

9 NIGHT SHOOTS

Where the Artist is called for or required to work for more than 2 hours between 8.00 pm and 7.00 am a penalty rate of 25% shall be paid for each hour so worked. Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty shall be 50%.

10 USE RIGHTS

The Producer is prohibited from broadcasting, exhibiting, distributing or otherwise dealing with an Artist's performance in a commercial unless Performers and/or Featured Extras receive a further payment in accordance with the payment provisions outlined in this clause 10, to be calculated as the percentage of her/his Session Fee, for each commercial. ie. use fees for each commercial shall be calculated on the basis of the full Session Fee.

An Artist and Producer and/or Advertising Agency may agree to exclude specific territories from any agreement as to use. In such cases the Producer and/or Advertising Agency must obtain an Artist's prior written consent to any use in these territory(ies) at a later time.

The minimum percentages which an Artist shall receive for use in specific territories are set out below. Artists are free to negotiate and receive percentages/fees in excess of these minimums.

10.1.1 FREE TELEVISION, PAY TELEVISION AND INTERNET

The minimum use percentages (based on the Session Fee) for the applicable period (referred to as “use cycle”) for free television, pay television and internet exhibition shall be as follows:

	3 mths	6 mths	12 mths	More than 12 Months
Group 1				
Worldwide (including Australia and NZ)	Not available	Not available	1100	Refer Clauses 10.1.2(a) &10.6
Group 2				
Worldwide (excluding Australia and NZ)	Not available	Not available	820	Refer Clauses 10.1.2(a) &10.6
Group 3				
Worldwide (excluding USA/Canada/ Australia and New Zealand)	Not available	Not available	600	Refer Clauses 10.1.2(a) &10.6
Group 4				
Worldwide (excluding USA/Canada)	Not available	Not available	750	Refer Clauses 10.1.2(a) &10.6
Group 5				
USA/Canada	113	225	450	Refer Clauses 10.1.2(a) &10.6
Group 6				
Canada only	50	100	200	Refer Clauses 10.1.2(a) &10.6
Group 7				
UK only	100	200	400	Refer Clauses 10.1.2(a) &10.6
Group 8				
Europe only (excluding UK and countries of the former Soviet Union)	50	100	200	Refer Clauses 10.1.2(a) &10.6
Group 9				
Asia/Pacific (excluding Japan)	35	70	140	Refer Clauses 10.1.2(a) &10.6
Group 10				
Japan or Africa or Middle East or South America or Russia or any group of countries that made up the former Soviet Union excluding Russia.	35	70	140	Refer Clauses 10.1.2(a) &10.6
Group 11				
Any one country except USA/Canada Australia/New Zealand/United Kingdom/Europe/ Japan	25	50	100	Refer Clauses 10.1.2(a) &10.6

10.1.2 PAYMENT OF USE FEES FOR FREE TELEVISION, PAY TELEVISION AND INTERNET AND CINEMA

- (a) In the case of Lead Performers ,Principal Performers, Silent on Camera, Actual and Featured Extras, where the Producer wishes to acquire rights to Group 1, 2, 3 or 4 territories for a 12 month period. Where the Producer wishes to acquire rights to Groups 5 to 11 inclusive s/he may purchase those rights per three month use cycle or multiples thereof to a maximum of twenty four months.
- (b) In the case of Lead Performers and Principal Performers use rights for the initial use period must be purchased at the point of engagement.
- (c) In the case of Silent on Camera, Actual and Featured Extras the Producer may;
- (i) with respect to all Groups acquire those rights at the point of engagement;
 - (ii) with respect to Group 1 and Group 4 may advise at the time of casting of its intention not to purchase use rights at the point of engagement provided that if he or she does so he or she;
 - (A) must contract the Artist accordingly;
 - (B) must pay a hold fee to the Artist of no less than one session fee;
 - (C) must advise the Artist of the proposed use fees to be paid in the event the Artist's performance is included in a final version of the television commercial;
 - (D) must within 30 days of the last day of the Artist's work on the production either:
 - provide to the Artist a declaration of non-use (signed by the production company and the Advertising Agency); or
 - pay the use fees stipulated in C above provided that if the declaration of non-use is not provided the use fees stipulated in C above will be payable in any event;
 - (E) may offset the hold fee against use fees subsequently paid within the one month period.
 - (iii) with respect to Groups 2 and 3 and Groups 5 to 11 may advise at the time of casting of its intention not to purchase use rights at the point of engagement provided that if he or she does so he or she;
 - (A) must contract the Artist accordingly;
 - (B) must nominate a hold period of either 30 days or 90 days. If 30 days is nominated then no hold fee is payable. If 90 days is

nominated then a hold fee of no less than one session fee is payable;

- (C) must advise the Artist of the proposed use fees to be paid in the event the Artist's performance is included in a final version of the television commercial;
- (D) must within either 30 days or 90 days depending on their election pursuant to clause (B) above either:
 - provide to the Artist a declaration of non-use (signed by the production company and the Advertising Agency); or
 - pay the use fees stipulated in C above provided that if the declaration of non-use is not provided the use fees stipulated in C above will be payable in any event;
- (E) may offset the hold fee against use fees subsequently paid within the one month period.

10.1.3 Notwithstanding anything else in this agreement where a commercial has commenced use and the Artist's performance is included in the commercial all use fees will become immediately due and payable.

10.1.3 Where a declaration of non-use referred to above is provided the performers performance or any of it may not be used for any purpose without negotiation with the performer and the written consent of the performer.

10.2 PAYMENT OF USE FEES FOR CINEMA USE

The minimum use percentage (based on the Session Fee) for the applicable period (referred to as "use cycle") for cinema release of a commercial shall be as follows:

	3 months	6 months	12 months	More than 12 months
	%	%	%	%
Group 1				
Worldwide (including Australia and NZ)	Not available	Not available	550	Refer Clauses 10.1.2(a) & 10.6
Group 2				
Worldwide (excluding Australia and NZ)	Not available	Not available	410	Refer Clauses 10.1.2(a) & 10.6
Group 3				
Worldwide (excluding USA/Canada/				

Australia and New Zealand)	Not available	Not available	300	Refer Clauses 10.1.2(a) &10.6
Group 4				
Worldwide (excluding USA/Canada)	Not available	Not available	375	Refer Clauses 10.1.2(a) &10.6
Group 5				
USA/Canada	57	113	225	Refer Clauses 10.1.2(a) &10.6
Group 6				
Canada only	25	50	100	Refer Clauses 10.1.2(a) &10.6
Group 7				
UK only	50	100	200	Refer Clauses 10.1.2(a) &10.6
Group 8				
Europe only (excluding UK and countries of the former Soviet Union)	25	50	100	Refer Clauses 10.1.2(a) &10.6
Group 9				
Asia/Pacific (excluding Japan)	18	35	70	Refer Clauses 10.1.2(a) &10.6
Group 10				
Japan or Africa or Middle East or South America or Russia or any group of countries that made up the former Soviet Union excluding Russia.	18	35	70	Refer Clauses 10.1.2(a) &10.6
Group 11				
Any one country except USA/Canada Australia/New Zealand/United Kingdom/Europe/Japan	13	25	50	Refer Clauses 10.1.2(a) &10.6

Provided that in the case of Group 1 where these rights are purchased at the point of engagement Cinema rights may be purchased for 225% of the Session Fee. In the case of Group 2 where these rights are purchased at the point of engagement they may be purchased for 205% of the Session Fee.

10.3 IN FLIGHT USE

The minimum fee for in flight use of a commercial is one additional session fee for each twelve month use cycle.

10.4 INDUSTRIAL USES

The minimum fee for industrial use of a commercial is one additional session fee for each twelve month use cycle. For the purposes of this clause the term "industrial" will include trade shows, in-house use and conferences.

10.5 ALL USES TO BE CONCURRENT

All uses purchased pursuant to this clause 10 will operate concurrently.

10.6 FURTHER USE PAYMENTS (ROLL-OVER) FOR FREE TELEVISION, PAY TELEVISION AND INTERNET AND CINEMA

10.6.1 Where the Producer wishes to purchase additional rights subsequent to the rights purchased at the point of engagement, the Producer may do so by paying the minimum percentage for the applicable use cycle specified in clauses 10.1 to 10.4 PROVIDED THAT such payment shall be made no earlier than 60 days prior to the commencement of the applicable use cycle. The provisions of this clause shall be subject to clause 10.7, clause 11 and clause 12.

10.7 Use of a commercial in any territory(ies) shall be limited to an overall maximum period of 36 months ("the maximum period of use"). The maximum period of use shall be calculated from three months after the date of the employment of the first on-camera performer or featured extra, or the date of first publication or broadcast, whichever is the earlier.

NB: Where the Producer or Advertising Agency wishes to continue using a commercial(s) after the expiry of the maximum period of use, the prior written permission of the Performers and/or Featured Extras must be sought and the terms of such use shall be the subject of negotiation between the Producer and/or Advertising Agency, the Artist and the MEAA. Such a request shall be made in writing to an Artist no earlier than two months prior to the expiry of the maximum period of use.

11 USE IN AUSTRALIA OR NEW ZEALAND

Where the Producer has not sought, contracted and purchased the right to use the commercial in Australia or New Zealand at the point of engagement the fee for the right to release a commercial in Australia and New Zealand shall be individually negotiated. Use shall be purchased for periods of up to one year in accordance with the Standard (MEAA/AFA) Contract for Advertising Performances in Visual (On Camera) Commercials, which shall be used to record all such use. Unless the Advertising Agency and/or Producer can provide a copy of the Standard MEAA/AFA Contract, signed by the Artist, the Producer and the Advertising Agency will be deemed to have released the commercial without the permission of the Artist. The Artist shall have the right to immediately remove the commercial from broadcast in these territories and to claim damages for such use and the Producer hereby irrevocably appoints the MEAA its secretary or for the time being the attorney of the Producer for the purposes aforesaid.

12 USE IN THE UNITED STATES OF AMERICA

Where the Producer has not sought, contracted and purchased the right to use the commercial in the United States of America at the point of engagement or subsequently in accordance with Clause 10.1.2(b) no use of the commercial in the United States of America may occur without the written consent of the Artist. Unless the producer, Advertising Agency and/or Producer can provide a copy of the written consent to use of the commercial in the United States of America, signed by the Artist, the Producer and the Advertising Agency will be deemed to have released the commercial without the permission of the Artist.

The Artist shall have the right to immediately remove the commercial from broadcast in this territory and to claim damages for such use and the Producer hereby irrevocably appoints the MEAA its secretary or for the time being attorney of the Producer for the purposes aforesaid.

13 DELETED

14 EXCLUSIVITY

A Performer may agree with a Producer and/or Advertising Agency not to accept employment in commercials advertising any competitive product or service only in those territories, media and for the period of time for which use has been purchased by the Producer and/or Advertising Agency and in any event for no greater period than the maximum period of use.

A Product or service shall not be deemed competitive with another product or service solely because both are made or offered by the same Advertiser, nor shall a product or service be deemed competitive with another product or service merely because it is manufactured or offered by another Advertiser competitive in some other product or service area. By way of example, Coke would be deemed competitive with Pepsi, but not with milk or beer. An example of non-competitive products would be Volvo cars and Suzuki motorbikes.

Exclusivity may not be required of Featured Extras, Actuals, Extras, or Performers engaged to portray non-identifiable voices eg. disguised voices, dialects, cartoon voices; Performers engaged to post-synch; off-camera singers; non-identifiable Performers, such as Performers engaged to portray costume characters, or Stunt Performers; or any other Performers unable to be identified.

Performers shall not be required to grant warranties or exclusivity of any kind with respect to any work performed or to be performed in other commercials as an Extra, Featured Extra or as a non-identifiable Performer.

Where a Producer or Advertising Agency wishes to request that Performers do not accept employment in commercials advertising non-competitive products or complete exclusivity of Performers, such request must initially be submitted to the Union for its approval. It is noted that the Union will agree to such requests only in the most exceptional circumstances and will not agree to such requests for Performers who are employed on the minimum fees for shooting and for use. Any agreement between a Producer and/or Advertising Agency and an Artist for exclusivity beyond competitive Products only, shall be deemed invalid unless approved by the Union.

No form of exclusivity may be required by a Producer or Advertising Agency from Performers who perform in seasonal commercials. Seasonal Commercials are commercials which are especially related, by visual or audio deference, to a particular "season", such as a commercial designed for use as a Christmas commercial, June Bride commercial, Valentine's Day commercial, Spring changeover commercial etc.

Any agreement as to exclusivity shall be expressly stated in an Artist's contract. The following is an example of an acceptable exclusivity clause: "The Performer warrants that to the best of his/her knowledge she/he is not appearing as a recognisable Performer in a commercial advertising a competitive product or service in the media and territory/ies and during the time period for which the Producer and/or Advertising Agency has purchased the right to use the commercial(s) set out herein."

Artists will not be requested and shall be under no obligation to disclose, any performance in a commercial in any of the non-identifiable categories where exclusivity may not be granted, nor any performance in a commercial as a recognisable Performer for a non-competitive product or service.

An Artist shall only be requested and shall only be obliged to disclose those performances as a recognisable Performer in commercials advertising a directly competitive product or service which are currently being shown or are due to be shown in the media and territory/ies and during the time period for which the Producer and/or Advertising Agency is seeking to purchase the right to release its commercial(s).

The parties agree to closely monitor the introduction of the clauses relating to exclusivity and agree that because of the sensitive nature of these clauses and the potential for conflict that any dispute, or potential conflict or dispute will be immediately referred to the SPAA and to the MEAA which will confer together as a matter of priority with a view to resolving the conflict and if unable to do so will invoke the arbitration procedure contained in clause 55.

15 NOTIFICATION TO ARTIST AND TO MEAA

In respect of each commercial made under this Agreement the Producer will advise, Lead Performers, Principal Performers, Silent on Camera Performers Featured Extras and Actuals (and upon request the Media Entertainment & Arts Alliance) in writing of the date of the first transmission of the commercial.

Upon request the Producer and/or the Advertising Agency will be required to furnish to the Union, on reasonable notice, audited records to verify the accuracy of payments to Artists including the territories, and markets in which the commercial(s) are broadcast, use cycle dates and other pertinent information.

Upon request, the MEAA and/or any Performer or Featured Extra will be granted the right to view a copy of each commercial made under this agreement.

Where no further use will be made of a commercial(s) within the maximum period of use, an Artist shall be notified of that decision as soon as possible.

16 EDITING

The on-camera portion of a commercial may be edited to make a single additional shorter version of the same commercial, which edited version may be in use simultaneously with the original version, without further payment to an

artist so long as the edited version ("lift") is the result of mechanical editing only and that no substantial change is made in the on-camera material.

In the event that any new material is used, or the original commercial is not withdrawn, except in the case of one free "lift" as described above, the each commercial created shall be deemed a new commercial and shall attract liability for payment of use fees per commercial at a rate of 50% of those set out in clause 10.1 and 10.2 per commercial and at 100% of the rate set out in clause 10.3 and 10.4 per commercial. The maximum period of use for all new commercials will expire on the same date as the maximum period of use as calculated for the original commercial, and will not be extended by the creation of a new commercial.

However, where:

- The original commercial or the original "lift" is withdrawn from use; and
- No substantial change is made in the on-camera material for a new edit of the same commercial,

Then the use fees set out above will not be payable.

The Producer and/or Advertiser and/or its agent will be obliged to provide the commencement date, period of use and territory of use and any changes thereto for each edit to the Artist to substantiate the above:

In the event these are not provided the Producer and/or the Advertiser or its agent must pay for each additional edit in accordance with this clause.

If the entire performance of a Performer or Featured Extra is cut from a commercial, use fees cease to be payable to that Artist from the termination of the use cycle within which the Artist is notified in writing, by certified mail, unless further use beyond this period had previously been paid or agreed to be paid on the form of engagement or elsewhere. Liability for use fees shall remain until the Artist is notified as hereinbefore specified.

If any part of an Artist's performance remains, use fees continue to be payable on the basis of the original contract.

Notwithstanding anything else in this clause the Producer and or the Advertiser or its agent may make different versions of the same commercial to satisfy packaging, cultural or regional requirements and provided only one version and one edit are exploited in any one market no additional use fees will be payable for these versions of the commercial and the Artist advised as soon as possible of the requirement to produce these additional versions of the commercial.

16A CAMPAIGNS

A campaign is two or more commercials produced for the same product and the same client at the same time with the Artist performing the same character (ie. the Parent, the Banker etc) or role (ie. Presenter, Dancer

etc). The commercials need not be the same duration nor need be intended for the same media.

The Use periods and cycles for the commercials in a campaign must be identical and concurrent. A campaign requires only one contract.

The first commercial in any campaign will be subject to all relevant provisions of Clauses 5 & 10 and any other payments and conditions as are relevant to individual commercials.

The second and subsequent commercials in a campaign will not attract additional Session Fees though additional filming required will attract all relevant and appropriate overtime and/or additional day(s) payments.

The Use Fee for the second and subsequent commercials in a campaign will be 50% of that of the first commercial. This will include a 'lift' or 'cut-down' for each additional commercial if required.

Note: The issue of a further discount in the Use Fee for a third and any subsequent commercial in a campaign where a 'lift' or 'cut-down' is not required will be the subject of ongoing discussions between the Alliance and SPAA.

17 DUBBING

The Producer shall have no right to dub the voice of an Artist in English without the specific written permission of the Artist and/or the MEAA.

18 ANCILLARY USE

The use of the whole or part of any commercial made under this Agreement shall be limited to those uses purchased at point of engagement or subsequently in accordance with Clause 10.1.2(b) for the purpose of advertising the product(s) or services(s) specified on the Artist's form of engagement. Any extension to any other media or any other use such as, but not limited to, radio, press advertising, electronic billboards, or inclusion in a film or television documentary or other programme shall be subject to such terms and conditions as may be agreed between the Advertiser, the Performer and the MEAA except that the agreed fee for such use shall be no less than the Artist's original Session Fee. The use of the whole or part of any commercial(s) made under this Agreement in a news or news magazine programme shall be subject to such terms and conditions as may be agreed between the, Advertiser and the Performer.

19 STILLS

The Producer shall have no right to use any still photographs of the Performer without her/his specific consent. Such consent will be subject to agreement and payment of a negotiated fee. A line drawing of a Performer, which is clearly a reproduction of the Performer's likeness, shall be regarded as a still. Bona fide use of stills in trade magazines (to be defined between the SPAA and the MEAA) will be permitted without the requirement to seek the consent of the

Artist provided that, whenever possible, the Artist(s) will receive a credit for their role and be advised of this use.

20 USE OF NAME

A Performer must give her/his written consent to the use of her/his legal and/or professional name except where the Artist is receiving a credit in accordance with clause 19 of this Agreement.

21 FORM OF ENGAGEMENT

Performers, Featured Extras and Actuals shall only be engaged on the contract attached as Schedule A to this Agreement, provided however, that where any Performer, Featured Extra or Actual advises the Producer that she/he conducts her/his business as an incorporated company, that Artist shall only be engaged on the form of contract attached as Schedule B to this Agreement.

The form of engagement shall specify the number of commercials in which the Performer/Featured Extra/Actual has been engaged to appear. In the event that on the day of the performance the Performer/Featured Extra/Actual is requested and consents to appear in one or more further commercials for which she/he has not been engaged, such additional performance(s) shall be subject to the payment of an additional use fee in accordance with Clause 10 and Clause 16.

Except in exceptional circumstances, contracts shall be delivered to an Artist or his/her agent by a minimum of 48 hours prior to the first day upon which that Artist is required to work. Where, because of exceptional circumstances a contract is not provided to an Artist and/or his/her agent before the Artist is to begin work, that Artist shall not be required and may refuse to sign the contract whilst attending on set.

Contracts shall not contain terms or provisions other than those set out in Schedules A or B, except to provide for special stipulations due to the exceptional requirements of a particular engagement eg. hair to be cut or dyed, nudity, stunt adjustment etc. Such special stipulations shall not contain any terms or conditions less favourable to an Artist than those provided for in this Agreement.

The applicable provisions of this Agreement shall be deemed incorporated in the individual Form of Engagement between the Producer and each Performer, Featured Extra or Actual and the Producer and Performer, Featured Extra or Actual shall each be bound thereby as to all services performed after the effective date hereof. No waiver by any Performer, Featured Extra or Actual of any of the terms of this Agreement shall be required of the Performer, Featured Extra or Actual or become effective unless the consent of the Union is first had and obtained. No part of a Performer's or Featured Extras performance may be used or transmitted in connection with any product or service other than those specified in the form of engagement, except with the consent of the Artist and of the MEAA.

22 SUPERANNUATION

In addition to all other payments provided for by this Agreement, the Producer and/or Advertising Agency shall make a superannuation contribution to JUST SUPER on behalf of an Artist, (whether that Artist is incorporated as a company or not) equivalent to an amount not less than 9% until 31 December 2005 and 10% from 1 January 2006 (or such percentage as prescribed by the Superannuation Guarantee Levy Act) of the Artist's Total Fee.

23 POST-SYNCHING (LOOPING)

A Performer post-synching her/his own voice unless such work is carried out during the period of her/his engagement shall be paid at the hourly equivalent of the Session Fee with a minimum call of one hour.

A Performer engaged to post-synch another performer's voice shall be contracted as a Voiceover Performer with a minimum payment of one hour. In addition further use fees shall be payable in accordance with this Agreement.

NB Note provisions of clause 17 regarding the prior consent of the original Artist.

24 PAYMENT OF FEES**(a) Session Fees & Miscellaneous Calls**

Except as otherwise provided all amounts due to an Artist in respect of any performance, rehearsal, wardrobe or make-up calls, post-synching and/or auditions or screen tests carried out during the seven consecutive days ending at midnight on a Saturday including all overtime and/or penalties incurred on any call, shall be paid to that Artist within the succeeding seven days.

(b) Allowances

Meal money and payment in lieu of accommodation shall be paid to an Artist on a day-to-day basis. The Producer will use her/his best endeavours to ensure that payment in lieu of transportation will be made to Artist on a day-to-day basis upon presentation of a cab docket or other suitable evidence of expenditure.

- (c) (i) A Statement of Earnings (pay advice form) shall be included with each Performer's and/or Featured Extra's pay. Such form shall clearly and separately identify all deductions and payments made to the Performer and/or Featured Extra including where relevant, but not limited to: payment for ordinary hours, overtime purchased in advance, overtime, overtime additional to overtime purchased in advance, allowances, payment for miscellaneous calls - post-synchronisation, audition, wardrobe, etc., penalty payments, payments for holding and use fees, cancellation and postponement fees. Schedule "C" to this Agreement contains a Pay Advice Form for use with Performers and Featured Extras.
- (ii) The Producer shall provide a detailed Statement of Earnings to each extra, or where the extra is represented, to his/her agent. Where an agent represents more than one extra engaged in a production a Group Statement of Earnings may be provided to the agent which shall separately identify all deductions and a fee breakdown of all payments

made to each extra under this Agreement. Schedule "D" contains a Pay Advice Form for extras.

- (iii) The Producer shall provide and the Artist shall sign a Time Sheet which shall clearly identify the time of the Artist's call, the time of the Artist's arrival at the place of work (or pick-up point), the time that the Artist is released from duty, the commencing and finishing time of all meal breaks and the date of work. Schedule "E" to this Agreement contains a recommended style of Time Sheet. Except where the information in the Time Sheet is contained in the Statement of Earnings referred to in paragraph (i), the employer shall:
 - provide the relevant Time Sheet with each Performer's and/or Featured Extra's pay.
 - provide any extra with a copy of his/her Time Sheet upon request.

(d) **Use Fees**

All use fees due to an Artist shall be paid within one month of the commencement of each use cycle or if use should not occur until after this date, within 1 month from the commencement of use within the cycle or the expiry of the cycle whichever occurs first.

When making use fee payments the Producer shall accompany each payment with a statement of the territory and the time period which the payment represents and indicate the expiry date of the maximum period of use.

Payment in respect of any transmission may be made in advance. Such payment shall not be recoverable from the Performer if any transmission to which it relates does not take place.

(e) **Superannuation**

All superannuation payments due to an Artist in respect of their performance in a commercial(s) and any use recorded in the Artist's contract shall be paid within one month of the date of employment of the first on-camera performer or featured extra. All further superannuation payments to which the Producer and/or Advertising Agency is liable with respect to use purchased after the date of engagement shall be paid within 2 weeks of the date of purchase.

25 LATE PAYMENT

Failure to make any payment due to an Artist within the time limits as specified herein will incur a late payment penalty of \$20 for each payment due, per day, per commercial, up to and including 7 days when a late payment penalty calculated as 10% of the original payment will become due for each payment, per day, per commercial until all payments have been received by the Artist. In addition, where any payment due under this Agreement is left unpaid for a period of 21 days, upon the expiry of the 21st day, all rights to further use of the commercial will immediately cease and determine.

26 TIME AND WAGES RECORD

- (a) The Producer shall keep a record from which can be readily ascertained the name of each Artist, the hours and times worked each day and the payments made in respect of such work.
- (b) The time and wages record shall be open for inspection to an accredited representative of the MEAA during the usual office hours at the Producer's office or other convenient place.
- (c) The representative making such inspection shall be entitled to take a copy of entries in the time and wages record.

27 RIGHT OF ENTRY

A duly accredited representative of the MEAA shall have the right to enter any place of rehearsal and/or performance to interview Artists. The MEAA representative shall not interfere with or delay any rehearsal or performance.

28 NO DISCRIMINATION AGAINST UNION MEMBERS

No objection shall be taken to, nor shall any discrimination be exercised against any employee because of her/his membership or activity within the MEAA.

29 EQUAL OPPORTUNITIES

The parties to this Agreement are committed to the development of positive policies to promote equal opportunities and fair employment regardless of age, colour, disability, ethnic or national origin, marital status, race, responsibilities to dependents, sex or sexual orientation. The principal criteria for casting an Artist for a particular role shall be that Artist's ability and the requirements of the role.

The parties agree to monitor the introduction of this Clause and to review from time to time the operation of this policy.

30 CAST LIST

The Producer within 7 days of completion of principal photography, shall supply the MEAA with a list of all Artists engaged for the commercial indicating the names of all Artists and the classification of such persons - performer, featured extra, extra etc.

31 AUDITIONS - SCREEN TESTS - INTERVIEWS

- (a) No audition or screen test shall be held in public except in circumstances where for occupational, health and safety reasons the audition/screen test has to be held in public eg. Skateboarders, horse riding, etc., in which case the Producers will notify the Artist prior to the audition or screen test. The only persons allowed to be present during an audition or screen test shall be the Producer and/or members of the Producer's production staff, and representatives of the Advertiser.
- (b) No recording of an audition or screen test shall be used in any manner whatsoever other than for private viewing by the Producer and/or persons

nominated by the Producer and such recording may only be retained by the Producer solely for reference purposes.

- (c) Artists shall be given the specific times of attendance required for an audition, screen test or interview.
- (d) Wherever possible the Producer will use his/her best endeavours to ensure that a script is provided to an Artist at least 24 hours prior to a screen test.
- (e) An Artist shall not be required to perform a sex simulated scene in any audition or screen test.
- (f) An Artist shall not be required to appear nude or semi-nude in the first audition or screen test except where the Artist is notified in advance that the commercial is to advertise underwear and that the Artist will therefore be required to model underwear at the audition.
- (g) Where the employer requires the Artist to appear nude or semi-nude in an audition s/he must:
 - (i) provide the Artist with a script 24 hours in advance of the audition; and
 - (ii) if required provide the Union with a copy of the script.
- (h) Where that Artist is required to appear nude or semi-nude in an audition, the Artist may nominate an individual to be present throughout the audition and except for such individual, only essential production personnel may be present and all other production personnel will be excluded from such auditions or screen test.
- (i) Where the Artist is required to appear nude or semi-nude in an audition it shall not be recorded except where the Artist(s) has been required to model underwear and in such instances the audition may only be recorded for the purposes of forwarding the tape to the Advertising Agency or Advertiser in order to determine the most suitable Artist(s) for the role(s). In such event the Producer will ensure that the tape is destroyed at the completion of the casting process.
- (j) Minimum rates of pay for second and subsequent auditions, interviews and screen tests shall be as follows:
 - (i) First audition, interview or screen tests:
 - no payment for first hour
 - \$51.74 for each hour or part thereof, thereafter
 - (ii) Second and all subsequent auditions and interviews:
 - \$51.74 per hour or part thereof
 - (iii) All screen tests, other than screen tests as described in subclause 35(k) below or the first screen test, shall be paid at the rate of \$51.74 per hour or part thereof with a minimum call of one hour.
 - (iv) For the purposes of calculating payment under this clause, the Artist will be deemed to have commenced the audition, interview or screen test at the time of the Artist's call or the Artist's arrival time whichever is the latter

unless the Artist is so late that the time for the audition has to be rescheduled.

- (k) A screen test for the purpose of this Agreement shall not include a short take of an Artist put on tape for the purposes of presenting and identifying the Artist to the Advertising Agency and/or Advertiser for whom the tape is intended, in order for the Advertising Agency or Advertiser to approve or select cast, provided however that where an Artist is taped and required to speak lines from the script or perform in accordance with the requirements of the role(s), for whatever purpose, that taping will be considered a screen test and should be carried out in accordance with, the requirements of this agreement.
- (l) An Artist should be notified in advance of a screen test. Care should be taken to ensure that proper lighting is provided and that the background to the recording is appropriate.

On arrival at the session if the script has not been supplied in advance it should be provided in advance of the recording and the Artist should be given adequate time to digest the script and discuss the portrayal with the Director etc.

In the case of a first screen test, arrangements should be made to ensure that the Artist is not kept waiting for an unreasonable length of time prior to the screen test.

A first screen test should only be used to assess the Artist's suitability for the commercial, not as an aid to the development and presentation of the commercial idea.

At the request of the Artist, all recordings should be destroyed after completion of the production.

- (m) An Artist shall be informed at the time of an audition or interview, and also at the time of hiring:
 - (i) whether she/he is to be employed as a Performer, Featured Extra, etc.;
 - (ii) the nature of the role(s) to be cast and the performance desired;
 - (iii) unusual working conditions: weather, nudity, work with animals etc.

32 SCRIPT/STORYBOARD

The Producer shall use her/his best endeavours to ensure that a copy of the script and/or storyboard is provided to a Performer or Featured Extra at least 24 hours prior to her/his first day of engagement on the commercial.

33 NOTICE OF CALL TIMES

An Artist shall be notified at the end of each day's work of the commencement time for the next day's work but in any event not less than ten hours notice of the starting time must be given to an Artist.

34 REHEARSALS

A Performer or Featured Extra shall be paid \$300.00 per 8 hour day for the purposes of rehearsal. Hours in excess of 8 per day will be paid at time and one half for the first two hours and then at double time.

35 WARDROBE/MAKE-UP/HAIRDRESSING

- (a) An Artist required for make-up, wardrobe and or hairdressing calls on a day when they are not otherwise working shall be paid at the rate of \$75.00 per hour with a minimum call of one hour.
- (b) All properties, wigs, footwear and articles of clothing not possessed by the Artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport shall be provided by the Producer.
- (c) Should the Producer desire the Artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia, the Artist may provide such wardrobe etc. if it is already in his/her possession. In the event that such wardrobe etc. is not in the Artist's possession, it shall be provided by the Producer.
- (d) All wardrobe etc. supplied by either the Producer or the Artist shall be maintained in a satisfactory and hygienic condition by the Producer. The Producer shall be responsible for any damage during the course of employment, to wardrobe etc., supplied by an Artist and shall fully compensate the Artist for such damage.
- (e) The Producer may elect, as an alternative to his/her obligation pursuant to subclause(d) hereof, to pay the following allowance:
 - (i) in the case of a Performer or Featured Extra who provides his/her own:
 - (1) formal wear wardrobe (including any special "character" costume), \$40.20 per outfit for each week or part of a week the Performer or Featured Extra provides the outfit, such amount to be inclusive of any rental fee; and
 - (2) other wardrobe, \$24.10 per outfit for each week or part of a week the Performer or Featured Extra provides the outfit, and
 - (ii) in the case of an Artist (except a Performer or Featured Extra) who provides his/her own formal wear wardrobe (including any special "character" costumes), \$40.20 per outfit per week or part of a week the Artist provides the outfit, such amount to be inclusive of any rental fee.

For the purpose of this subclause "week" means a period of 7 consecutive days calculated from the first day on which an Artist provides his/her own outfit under sub-paragraph(s) (i) and (ii) hereof.
- (f) All make-up shall be supplied by the Producer.
- (g) Time taken for the application of make-up shall count as time worked but removal of make-up shall be in the Artist's own time except where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, when the actual time taken to remove such make-up, up to a maximum of 30 minutes, shall count as time worked. Provided that where the Producer and an Artist agree that there are bona fide and special circumstances requiring more than 30 minutes in the removal of such make-up, the time actually taken in such removal shall be counted as time worked.

36 FACILITIES:**Studio**

At any place of work that can reasonably be regarded as studio work the Producer shall provide adequate, clean, well lit and well ventilated change rooms and separate rooms and facilities for the sexes, mirrors, proper seating, clean towels and soap, and where necessary, showering conveniences and hot and cold water.

Location

On location work the Producer shall, except in exceptional circumstances (eg. when filming at sea), provide adequate shelter from inclement weather, adequate shelter from the sun, change rooms or private enclosed change space, washing conveniences, towels, soaps, hygienic toilet conveniences and adequate seating on and off set.

In the event of an Artist being required to perform under wet or other conditions of extreme discomfort, such conditions being necessary in order to achieve the performance required, the Artist shall be informed in advance and the Producer shall provide adequate facilities for drying or alleviating such discomfort.

Where more than four (4) Performers and/or Featured extras are present, either at a studio or on location, the Producer shall provide an enclosed area (eg. room, marquee, tent or other suitable facility) for the Artist's use.

37 MEAL BREAKS AND REST PERIODS

- (a) If duty commences before 5.30 am the Producer shall allow a half hour break between 5.30am and 8.00am. This break shall be considered as time on duty and breakfast shall be provided by the Producer or an allowance of \$13.00 shall be paid. Where duty commences between 5.30 am and 7.00 am the Producer shall make available a light breakfast (eg. coffee and a roll) to be taken without any break in working time.
- (b) An Artist shall be allowed meal periods of not less than 30 minutes and not more than one hour between 12 noon and 2.00 pm for lunch and 5.00 pm and 8.00 pm for dinner except in the case of daylight saving when the dinner break shall be between 6.00 pm and 9.00 pm. A meal break shall not be considered as time on duty. Provided that in any event a meal break shall commence not later than five hours from the start of the work session involved.
- (c) Upon location lunch shall be provided by the Producer or the Artist shall be paid the amount of \$14.60. Upon location dinner shall be provided by the Producer or the Artist shall be paid an amount of \$22.35.
- (d) If a meal period is not allowed as hereinbefore provided, the normal time of the meal period shall be paid for at the rate of time and a half for week days and at time and three quarters for Saturdays, at double time for Sundays and at double time and a half for public holidays and the Artist shall be permitted to have his/her usual meal period without deduction from his/her daily fee as soon as possible after the prescribed meal period.
- (e) Notwithstanding the above, where any Artist is required to work beyond the time of a second meal break such meal shall be provided by the Producer or the appropriate meal allowance shall be paid to the Artist by the Producer.

- (f) When overtime duty is performed beyond 12 midnight a supper break of half an hour must be allowed and taken as time on duty. The Producer must provide supper or reimburse the Artist at the rate of \$13.00 per supper.
- (g) Artists shall be granted a rest period of ten minutes during the morning and afternoon of each day when refreshments shall be provided. Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period shall be of twenty minutes duration. Except for dancers and singers no Artist shall be entitled to more than one rest period during each morning or afternoon.
- (h) When proper meals are unavailable or the Artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the Producer shall provide adequate meals or pay the Artists in lieu thereof an amount of \$14.60 each for lunch and \$22.35 each for dinner.
- (i) An Artist required to start work at a time which does not allow him/her to obtain breakfast at the place of accommodation, shall be provided with an adequate breakfast prior to actually starting work and allowed a meal break of thirty minutes in his/her time.
- (j) All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.

38 BREAKS BETWEEN WORK PERIODS

An Artist shall be allowed a break of ten consecutive hours between the time s/he ceases work on a day and the time s/he next starts work. If the Artist starts without having received the break, s/he shall be paid at the rate of double time until s/he receives such a break.

39 DANCERS AND SINGERS

- (a) All footwear for dancers, where such footwear is provided by the employer, shall be appropriate to the work, clean, properly fitted, braced and rubbered. Where a dancer supplies her/his own shoes she/he shall receive an allowance of \$10.00 per day.
- (b) The Producer shall ensure that an adequate warm-up space is provided to permit all dancers and singers to "warm-up" thirty minutes prior to the commencement of work. Such warm-up time shall count as time worked.
- (c) A rest break of no less than ten (10) minutes per hour shall be granted during all rehearsal/filming periods.
- (d) The Producer shall ensure to the best of his/her ability that all surfaces on which the dancers are required to perform or rehearse are safe including that they are:
 - (i) resilient; and
 - (ii) clean and free of wax, nails etc.

40 TRAVELLING - ACCOMMODATION - TRANSPORT

- (a) Artists when travelling shall, where applicable, be provided with first class tickets for train - (including sleeping accommodation), ship or in the case of aircraft with an economy class ticket to their destination or if to location then to the terminal nearest the location or location accommodation.
- (b) An Artist when travelling during meal periods shall either be provided with a satisfactory meal or paid allowances of \$13.00 for breakfast, \$14.60 for lunch and \$22.35 for dinner in lieu thereof.

- (c) The Producer shall not require an Artist to undertake an assignment if it necessitates his/her travelling by air or any other conveyance to which such Artist has a reasonable objection.
- (d) All air travel shall be made by a regular passenger carrying airline or when same is not available then by passenger carrying charter flight.
- (e)
 - (i) An Artist required to stay overnight from his/her place of residence shall be provided with modern motel type accommodation with bath or shower room and toilet facilities therein and, where possible, unshared.
 - (ii) Where it is impossible for the Producer to obtain such accommodation the Artist shall be paid the following allowances:
 - (1) Where accommodation is provided at the standard of a private home, homestead, or hotel with shared facilities or where unshared accommodation is not provided - \$ 7.40 per day.
 - (2) Where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and sewerred mining camps - \$ 14.90 per day.
 - (3) Where accommodation is provided at the standard of shearers' quarters, rough mining camps, or by camping - \$ 29.70 per day.
For the purpose of this paragraph it will be deemed impossible for a Producer to obtain accommodation of the type referred to in paragraph(i) where it is necessary for the Artist to spend more than one and one half hours travelling from the location to the nearest accommodation.
- (f)
 - (i) An Artist required to travel interstate and to commence work before 9.00 am on the first day of employment shall be provided with overnight accommodation for the preceding night and if required to continue working after 6.00 pm (or in the case of daylight saving, 7 pm) on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her or in any event, if return transport is not then available to the Artist's place of residence.
 - (ii) An Artist not required to travel interstate but required to travel more than eighty kilometres from his/her place of residence and to commence work before 9.00 am on the first day of employment shall be provided with overnight accommodation for the preceding night, if so desired by him/her and if required to continue working after 6.00 pm on the final day of employment shall be provided with overnight accommodation for that night, if so desired by him/her (or in the case of daylight saving 7.00pm).
- (g) If an Artist is required to travel to or from an engagement on any day for which she/he is not being paid for work she/he shall travel at a time which as far as possible shall be at a time to suit his/her convenience and be paid at the rate of \$300.00 per 8 hour day. Travel in excess of 8 hours will be paid at the rate of time and a half for the first two hours and then at double time.
- (h) An Artist shall be provided with transport between the pick-up point and place of work if she/he so requires and travelling time both ways between the pick-up point and the place of work shall be considered work time.
- (i) An Artist required to carry any baggage of not less than eight kilograms or which cannot be conveniently carried by him/her by hand to a location or studio pick-up point shall be provided with taxi or private automobile transport to and from his/her place of residence.

- (j) An Artist required to stay away overnight from his/her place of residence shall be provided with transport or paid the cost of same both ways between his/her place of residence, all town or city transport terminals, places of work and places of overnight accommodation.
- (k) An Artist not required to stay away overnight from his/her place of residence shall be provided with taxi or private automobile either way as relevant between his/her place or residence and the place or work or paid the cost of same in any of the following circumstances:
 - (i) when the Artist's work commences before 7.00 am or finishes after 7.00 pm (8.00 pm daylight saving) except
 - (1) where the Artist has his/her own means of transport, and
 - (2) in the case of any extra unless there is no reasonable public transport available or where the location is isolated.
 - (ii) When an Artist commences or finishes work at a time when the normal means of regular transport is not available within thirty minutes of the Artist's commencing or finishing time.
- (l) If the Producer agrees an Artist may arrange his/her own way to the place of work at his/her own expense if it is more convenient for him/her to do so.
- (m) Where an Artist agrees at the request of the Producer to use his/her own motor vehicle or motor cycle, the Artist shall be paid the following allowances:
 - (i) Motor car: \$0.77 cents per km
 - (ii) Motor cycle: \$0.37 cents per kmFor the purpose of calculating payments under this provision it shall be deemed that the Artist travelled from the pick- up point to the place of work and return.
- (n) The Producer shall provide all juvenile Artists with suitable transport both ways between their place of residence and the place of work.
- (o) Where a Producer is required to provide transport for an Artist under this Agreement where possible, the Producer shall advise the Artist in advance of such arrangements.

41 LAY DAYS

If a Performer or Featured Extra is required to stay away overnight from his/her place of residence but is not required to work she/he shall be paid \$300.00 per day for each such day provided however that no payment shall be required for any day (to a maximum of one) which is a rest day for all cast and crew.

42 NUDE/SEX SIMULATED SCENES

- (a) The Producer or his/her representative may not direct the Artist to appear nude, semi-nude or in sex simulated scenes except where such a request has been previously discussed with the Artist and expressly stated in the Artist's contract or the separate written consent of the Artist has been obtained.
- (b) The Artist may nominate an individual to be present during filming or rehearsal of nude or sex simulated scenes.
- (c) A stand-in or double cannot be used in a scene where the stand-in or double is required to appear nude, semi-nude or in a sex simulated scene, unless the express written consent of the original Artist is obtained.

- (d) (i) The Producer shall ensure during the rehearsal or filming of sex simulated scenes or scenes where the Artist appears nude that the set (or place of rehearsal) will be closed to all but essential production personnel.
- (ii) Where the Artist is directed to appear semi-nude (but not in a sex simulated scene) the Artist may request that the set or place of rehearsal be closed as provided in subparagraph (d)(i).
- (e) The Producer shall ensure to the best of his/her ability that all out-takes of the film featuring the Artist in scenes referred to in subclause (a) hereof are destroyed. This shall not apply to out-takes held for alternative versions of the commercial. In the event however that out-takes are retained as provided for in this provision such out-takes are to also be destroyed when no longer required.

43 NO HAZARDOUS AND OR DANGEROUS PERFORMANCE

The Producer may not require an Artist to render any service of a hazardous or dangerous nature, which involves the Artist in any degree of risk or to carry out any stunt unless the Artist is a stunt actor working in accordance with the Film Industry Safety Code, provided however that any Artist may refuse to carry out any work which could reasonably be construed to be dangerous, hazardous and of risk to life or limb or health.

The Producer acknowledges and agrees to abide by the provisions of the Film Industry Safety Code provided however that the Producer will not be required to furnish a safety report or employ a safety officer unless the commercial(s) involves the performance of a stunt or special effect or involves activities of a hazardous and/or dangerous nature. Details of the requirement to perform a stunt, including extra payment for the performance of a stunt ("the stunt adjustment") shall be recorded in the special stipulations clause of the standard contract(s). Payment of a stunt adjustment will not form part of the session fee for the purposes of determining payment for further use.

44 PUBLIC HOLIDAYS

- (a) Artists other than in the States of South Australia and Victoria shall be entitled to the following public holidays without loss of pay, viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day, Boxing Day or the days observed as such in any locality.
- (b) Artists in the State of South Australia shall be entitled to the following public holidays without loss of pay, viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, third Monday in May, Christmas Day, Commemoration Day or the days observed as such in any locality.
- (c) Artists in the State of Victoria shall be entitled to the following public holidays without loss of pay, viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Melbourne Cup Day, Christmas Day, Boxing Day or the days observed as such in any locality.
- (d) Where in the State or Territory or locality within a State or Territory an additional public holiday is proclaimed or gazetted by the Authority of the Commonwealth Government or of a State or Territory Government and such

proclaimed or gazetted Holiday is to be observed generally by persons throughout that State or Territory or a locality thereof other than by those covered by Federal Awards, or when such a proclaimed or gazetted day is, by a required judicial or administrative order, to be so observed then such day shall be deemed to be a holiday for the purpose of this Agreement for employees who are employed in the State/Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

- (e) An Artist required to work on any of the said holidays shall be paid at the rate of double time and one half for all work performed on that day, with a minimum payment as for four hours.
- (f) If any Artist is not required to work on any of the public holidays referred to above, that Artist shall be paid their Session Fee for a minimum call of 8 hours, provided that the day has not been scheduled as the rest day for all cast and crew.

45 POSTPONEMENT

The Producer may postpone a call for reasons other than weather, upon 24 hours or more notice (except that notice may not be given on a Saturday, Sunday or Public holiday) to a mutually acceptable date within a period of 15 days from the date of the original call. Where a call is postponed as provided for above, the Producer shall pay to all Artists an amount equal to half of the Artist's session fee. In the event that production does not take place within the 15 day period referred to above, then a further amount equal to half the Artist's session fee shall be paid and the Artist is thereupon released from any or all contractual obligations.

Only one such postponement shall occur within the 15 day period specified above. None of the payments provided for herein may be credited against the Session Fees payable as a result of services rendered when production does take place.

46 WEATHER POSTPONEMENT OR CANCELLATION

Where a location day is rescheduled because of unsatisfactory weather conditions the following shall apply:

(a) Performers and Featured Extras

Where the performer/featured extra is advised by the production company before 9.30am (or 24 hours before call time on the day immediately preceding the shoot day), that filming is to be postponed because of weather conditions, s/he shall receive:

- (i) First postponement - no payment
- (ii) Second, fourth, sixth etc: 25% of the contracted fee
- (iii) Third, fifth, seventh etc: 50% of the contracted fee

If notice as set out above is not given, or where the Performer/Featured Extra is unavailable on the re-scheduled day, the postponement shall be treated as a cancellation and paid in accordance with the provision of this Agreement.

(b) Extras

Where the extra is advised by the production company before 9.30am or 24 hours before call time on the day immediately preceding the shoot day, that filming is to be postponed because of weather conditions s/he shall receive:

- (i) First postponement - no payment
- (ii) Second and subsequent postponement: 100% contracted fee.

If notice as set out above is not given the postponement shall be treated as a cancellation.

Calls substituted for the postponed call shall be paid for at the rate of the Artist's Total Fee negotiated for the original call. Should any day be cancelled due to weather, and not rescheduled, the Artist shall receive his/her Total Fee for that day.

47 CANCELLATION

Where any call is cancelled with less than 5 days notice the Artist shall receive her/his negotiated daily fee as contracted plus use fees as contracted for at time of production, such payment for use fees not to exceed the amounts negotiated for a 12-month use period.

48 STORAGE OF PERSONAL EFFECTS

- (a) The Producer shall make available a securable facility (eg. a trunk, large box or locker) for the storage of the personal effects of all Artists.
- (b) The Producer shall nominate one or more persons to be responsible for locking and unlocking the facility for the purpose of storing personal effects therein.
- (c) Neither the Producer nor any person responsible for unlocking/locking the facility shall be held responsible or liable for the safekeeping of the personal effects stored within the facility referred to in this clause.

49 INSURANCE COMPENSATION

- (a) The Producer shall insure Artists in accordance with the requirements of the relevant Workers Compensation Act relating to the areas of Australia in which they are required to perform.
- (b) Where at the request of the Producer an Artist provides personal property for purposes in connection with the engagement, the Producer shall indemnify the Artist for any loss, theft or damage of that property provided that the loss, theft or damage is not the fault of the Artist.

50 CONDITIONS APPLICABLE TO ALL CALLS

All working conditions and requirements contained in this Agreement shall be applicable to all calls of whatever nature.

51 DISPUTES

In the event of a dispute arising between an Artist(s) and a Producer and/or Advertising Agency the matter shall be referred to the MEAA who shall, in the

first instance, seek to resolve the matter by discussion with the Producer or Advertising Agency concerned.

If the matter cannot be resolved the parties agree to submit the matter to be determined by private arbitration by an arbitrator(s) to be agreed between the parties and to abide by the decision of that arbitrator(s). The costs associated with such arbitration shall be shared equally between the parties.

52 DEFINITIONS

"Actual" has the meaning set out in clause 5.

"Advertiser" Means the overseas client whose product or service is the subject of the commercial(s) which the Producer has been contracted to produce.

"Advertising Agency" Means an advertising agency not incorporated in Australia which contracts either directly or through an Australian agent with the Producer to produce commercials on its behalf.

"Artist" Means each and all of those persons engaged by the Producer to take part audible and/or visually in the production of the commercial(s) including performers, doubles, extras, featured extras, stand-ins and actuals.

"Call" Means an instruction after engagement by the Producer to the Artist to report for work at a definite time and date and for a definite period for the purpose of rehearsing for and/or performing in a commercial covered by this Agreement and for any purpose connected therewith.

"Commercials" ("Advertisements") Means short advertising or commercial messages made as motion pictures, whether recorded on film, videotape or other form, which are three minutes or less in length, and intended for showing primarily over television. Advertising or commercial messages include any narration, dialogue, songs, jingles or other matter which depicts or mentions the advertiser's name, product or service.

"Double" Means an Artist who takes the place of a Performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition provided that a "stunt double" or "stunt performer" who takes the place of an Artist for safety reasons or to perform or to engage in hazardous action shall qualify as a "Performer".

"Dubbing" Means replacing the voice of an Artist with the voice of another Artist.

"Engagement" Means the aggregate number of calls required of an Artist to complete a performance.

"Extra" Means an Artist who is part of a crowd, mob, ensemble backgrounds, and who does not speak dialogue individually or perform individually as directed, and who does not mime, and who is in accordance with industry practice, not featured provided that the employer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such members of the public shall not be regarded as an Artist and shall not otherwise be covered by this agreement.

"Featured extra" Means an extra as defined above, but who is directed individually and/or is otherwise requested to perform in a way which results in him/her standing out from the general crowd extras, provided however that she/he is not required to speak lines, mime or does not appear in any close-up frames.

"Free Television" Means means broadcasting a program free to the general public and includes associated community antenna reception.

"Infants" Means an Artist less than 5 years old.

"Internet" means publication under the domain name of the Advertiser for whom the commercial is produced in each territory which has been purchased. [For example if the commercial is produced for Sony and use in Japan has been purchased then the commercial may only be published under Sony's domain name in Japan but not for example under Sony's domain name in the United States. If the commercial is for Coca Cola and worldwide rights have been purchased the commercial may be placed under each of Coca Cola's domain names worldwide] and includes:

- (i) **"Online Rights"** means the right to communicate advertising material to the public through an Online Service, whether or not presented to a user on a scheduled basis or On Demand.
- (ii) **"On Demand"** means upon the request of or at or near a time designated by the viewer or user.
- (iii) **"Online Service"** means any service, whether for free or for payment of a fee or subscription, for carrying or transmitting data and/or communications by means of a guided or unguided electromagnetic energy or both, including the Internet, accessible by any receiver.

Provided that:

Where a performance is communicated to the public via an Online Service, the producer will use its best endeavours to prevent users from making copies of the performance (other than temporary copies made in the technical course of communication).

"Juvenile" Means an Artist between 5 years of age but under 15 years of age.

"Month" Means a calendar month and in respect of use cycles is calculated from the first day of the cycle as determined in clauses 15 and/or 16 to the conclusion of the preceding day, by the number of months hence eg. 5 March - 4 June (inclusive) for a 3 month use cycle.

"Pay Television" means broadcasting a program by means of a service that:

- (a) provides Programs that, when considered in the context of the service being provided, appear to be intended to appeal to the general public;
- (b) are made available to the general public but only on payment of subscription fees (whether periodical or otherwise).

"Performance" Means the work done by an Artist in a commercial.

"Performer" Means actor, model, singer, dancer, stunt actor, presenter, puppeteer, voice-over artist, costume character, specialist eg. acrobat, sports person, personality, etc, or anyone who appears either on- camera or off-camera or both, and who is directed individually and performs an individual role either speaking or non-speaking and/or anyone who is not defined as an extra, featured extra, stand-in, double or actual.

"Pick-up point" Means the studio of the Producer provided that such studio is within a radius of 20 kilometres from the GPO of the city in which the Artist

resides. Should the studio be located in excess of 20 kilometres from the GPO, then the pick-up point shall be within 20 kilometres of the GPO from which point the Producer shall be required to provide transport to and from the place of work. In the case of interstate or country Artists the pick-up point shall be the transport terminal at which the Artist arrives or the place of overnight accommodation should the Artist have to stay overnight.

"Place of accommodation" Means the place where an Artist temporarily resides overnight when she/he has travelled away from his/her place of residence in the course of his/her employment.

"Place of residence" Means the address at which an Artist usually resides.

"Producer" Means a member of the SPAA or any other Producer signatory to this Agreement, who has entered into an agreement with an Advertising Agency to produce a commercial(s) which falls within the scope of this Agreement.

"Rehearsal" Means the work done by an Artist in preparation of his/her performance in the presence of and under the direction of the Producer and/or her/his production staff.

"SPAA" means the Screen Producers Association of Australia, the organisation registered under the *Workplace Relations Act, 1996* that represents Australian audio visual producers.

"Semi nude" Means where the Artist's genitalia, buttocks and/or breasts (in the case of female Artists) are uncovered and shall also mean where the Artist is required to appear or perform wearing underwear only.

"Session fee" Means the fee negotiated by a Performer or Featured Extra for her/his daily performance in a commercial for 8 hours, regardless of actual hours worked on any one day.

"Stand-in" Means an Artist who replaces another Artist for the purpose only of rehearsal and/or technical set-ups such as lighting or camera angles.

"Stunt performer" means a performer, who may replace another performer, for the purpose of performing a stunt or special effect and for all purposes in connection with this Agreement shall be considered a performer.

"Total fee" Means the total remuneration received by an Artist for her/his services in the production of a commercial(s) and shall include the sum total of each daily session fee, rehearsal, pre-purchased overtime, post-synching, holding fees and use fees purchased at the time of production (being within four months from the first day of the Artist's engagement) but shall exclude, use fees purchased beyond this date and all penalties and allowances paid to the Artist.

"Use cycles" Means periods of months (to a maximum of 36 months) which shall be calculated from three months after the date of employment of the first on-camera performer or featured extra or the date of first publication or broadcast whichever is the earlier. Liability for payment of use fees shall arise whenever use occurs within a use cycle.

"The MEAA" Means the Media, Entertainment & Arts Alliance the organisation representing performers (and others) and registered under the *Workplace Relations Act, 1996*

"Weather check" Weather check means a time at which the Artist is requested by the Producer to contact him/her or her/his representative, prior to the call time, and which is advised to the Artist no later than the previous day, for the purpose of confirming to the Artist the original call time or because of inclement

weather advising the Artist that the call time is rescheduled and/or the shoot day is cancelled or rescheduled.

"Weather day" Means a location shoot day that is cancelled and/or rescheduled due to inclement weather.

Signed, for and on behalf of: Media Entertainment & Arts Alliance - Equity Division

by:.....a duly authorised officer
print name and title
.....date:
signature

in the presence of:

.....
print name and title
.....date:
signature

Signed for and on behalf of:

Screen Producers Association of Australia

by:.....a duly authorised officer
print name and title
.....date:
signature

in the presence of:

.....
print name and title
.....date:
signature

Schedule A
STANDARD CONTRACT FOR PERFORMERS, FEATURED EXTRAS
AND ACTUALS ON OFFSHORE COMMERCIALS
 SPAA/MEAA Offshore Commercials Agreement, 2005

THIS AGREEMENT is made on the _____ day of _____ of _____

BETWEEN

The Performer _____ **and**

Address _____

Phone number _____

Agent of performer _____

Agent's Address _____

Phone No _____

Super Fund No _____

The Production Company _____ **and**

(Insert the name of the Production Co engaging the performer on behalf of the Advertiser)

Address _____

Phone/fax _____

The Advertising Agency _____

(Insert the name of the Advertising Agency)

Address _____

Phone/fax _____

TERMS OF CONTRACT: IT IS AGREED AS FOLLOWS -

1. The Performer has been engaged by the Advertising Agency in the production of advertising for

(description/name of the products and client advertised)

Title(s) and ID Number(s) and Duration(s) of Commercial(s):

_____	_____ sec
_____	_____ sec
_____	_____ sec
_____	_____ sec
_____	_____ sec

2. The role to be performed by the Performer is: _____
3. The Performance is to take place at (location, date and time of performance):

4. The commercial(s) **are/are not** (strike out whichever not applicable) a Campaign as per Clause 16.
5. A total of _____ Cut-downs (lifts/edits) for which additional payment is required as per Clause 15 will be made from the commercial(s).

6. PAYMENT**6.1 SESSION FEE**

_____ 10hr Days @ \$ _____ = \$ _____
 _____ 5hr Days* @ \$ _____ = \$ _____

*Featured Extras and Actuals only.

6.2 ADDITIONAL DAYS

_____ Additional Days @ \$ _____ = \$ _____

6.3. USE FEE**6.3(a) Territory**

As per Clause 10 the territory in which the commercial(s) will be released is/are Group(s):

Free to Air TV, Pay TV & Internet:

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

Cinema:

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

6.3(b) Period of Use purchased at point of engagement

The period of use of the Commercial(s) is _____ months/years (not to exceed twelve months in the case of Groups 1 to 4 or otherwise two years) to commence from the date of the first publication or/broadcast which is anticipated to be _____ or within three months from the date of first employment _____ whichever is the earlier.

6.3(c) Edits and Campaigns in which the Performer appears

No. of Additional Edits (lifts/cut-downs) requiring payment _____

No. of Additional commercials in Campaign _____

6.3(d) Total Use Fee Percentages

(Total of Use Fee % for each Group purchased calculated for the Period of Use for the number of applicable commercials and edits.)

Free to Air TV, Pay TV & Internet: _____**Cinema:** _____**6.3(e) Calculation of Fee****Free to Air TV, Pay TV & Internet:**

\$ _____ x _____ % = \$ _____
 (Session Fee) x (Total Use Fee Percentage)

Cinema:

\$ _____ x _____ % = \$ _____
 (Session Fee) x (Total Use Fee Percentage)

Industrial:

\$ _____ x _____ = \$ _____
 (Session Fee) x (No. of 12 month Periods)

Inflight:

\$ _____ x _____ = \$ _____
 (Session Fee) x (No. of 12 month Periods)

TOTAL USE FEES \$ _____

6.4 ADDITIONAL FEES

The following fees shall be paid to the artist if required, which shall not be less than the minimum fees payable under the MEAA/SPAA Agreement.

Screen test/Callback (min. 1 hr) _____ hrs @ \$_____ per hr _____
 Wardrobe Call (min. 1 hr) _____ hrs @ \$_____ per hr _____
 Rehearsal @ \$_____ per day _____
 Lay Day @ \$_____ per day _____
 Travel on a non-working Day @ \$_____ per day _____
 Post synchronisations (min. 1 hr) @ \$_____ per hr _____
 Overtime (_____ hours @ \$_____ pr hr) _____

TOTAL _____

6.4 USE FEE PAYMENT OPTIONS

If the Artist is Silent on Camera, Actual or Featured Extra the Producer advises in accordance with clause 10.2 that Use fees will be paid in accordance with the requirements of clause 10.1.2(c):

At point of engagement; **OR**

Within 30 days of completion of the Performer's work on the commercial; **OR**

Within 90 days of completion of the Performer's work on the commercial

(Strike out the two not applicable options)

6.5 HOLD FEES

In the event Use fees are not paid at time of production clause 10.1.2(c) requires that a Hold fee of a minimum of one session fee is payable in some cases. In accordance with clause 10.1.2(c) a Hold fee is/is not required (strike out not applicable).

Amount to be paid: \$ _____

7. OTHER USES PURCHASED

Amount to be paid: \$ _____

8. SUPERANNUATION

The Advertising Agency/Production Company shall contribute to the Performer's nominated superannuation fund on behalf of the Performer an amount equivalent to 9% (10% from 1 January 2006) of the TOTAL FEE.

9. SPECIAL CONDITIONS:

This contract incorporates all the terms and conditions of the Standard Contract Provisions, Annexure 1 as attached.

SIGNED by/on behalf of the Performer _____

Print Name

Date

SIGNED by/on behalf of the Production Company _____

Print Name

Date

SIGNED by/on behalf of the Client/Agency _____

Print Name

Date

This Agreement incorporates all the terms and conditions contained in the Agreement for the employment of artists in television commercials for transmission outside Australia and/or New Zealand dated 12 December 2004 between the SPAA and Media Entertainment & Arts Alliance (hereinafter called the Offshore Commercials Agreement, 2005) and such amendments and schedules thereto as are agreed from time to time, and shall be binding on the parties hereto. If any of the provisions contained herein conflict with any of the provisions of the 2005 Agreement, it is expressly acknowledged that the provisions of the Offshore Commercials Agreement 2005 shall prevail.

STANDARD CONTRACT PROVISIONS

Annexure 1

Indemnity:

As between the Advertising Agency and the Advertiser and the Producer, the Advertising Agency and the Advertiser agree to indemnify the Producer in respect of any and all liabilities and damage to an Artist and/or MEAA by reason of arising out of breaches by the Advertising Agency, Advertiser and Producer or any of them, or their subsidiaries, assignees or successors in title of any or all of clauses 2, 5 and/or 10 to 28 of the Off Shore Commercials Agreement 2005.

Transfer, Sale, Agreement:

The Producer and/or Advertising Agency and/or Advertiser agree that the right, title and interest that it/they have acquired in the Artist's performance is non-transferable except, where the following conditions have been complied with.

In the event of a transfer, assignment, sale or other disposition of any commercial(s) covered by this Agreement that the Producer, and/or Advertising Agency and/or Advertiser will give written notice to MEAA of each subsequent transfer within 30 days after the consummation thereof, specifying the name and address of the transferee, assignee or purchaser. In addition, the Producer and/or Advertising Agency and/or Advertiser will deliver to MEAA a copy of the Agreement with the transferee, assignee or producer, which shall be in the form set out in Schedule F of the Off Shore Commercials Agreement 2005.

The Producer and/or Advertising Agency and/or Advertiser shall maintain adequate records showing each commercial produced under this Agreement, payments made, date of first use and territory and dates of all subsequent use in each territory and where requested by an Artist or MEAA will make such records available to the Artist or to MEAA.

This Agreement shall be binding on all parties who by reason of mergers, consolidation, re-organisation sale, assignment or the like shall succeed to or become entitled to a substantial part of any party's business.

Standard Clauses

- The Artist's voice may not be dubbed in English without his/her prior written consent.
- No part of the Artist's performance may be used or transmitted in connection with any product or service other than those specified herein.
- No still photographs of the Artist may be used except as provided for in clause 19 of the Off Shore Commercials Agreement 2005.
- The Artist's legal and/or professional name may not be used except with the Artist's prior written consent.
- The right to broadcast the commercial in Australia and/or New Zealand is subject to the Artist's prior written consent which shall be recorded and paid in accordance with clause 11 of the Off Shore Commercials Agreement 2005.
- There shall be no right to broadcast or use the commercial(s) in any territories, or in any other media or in any other manner whatsoever except as set out herein.
- The Artist agrees to keep details of script and storyboard confidential.

Service of Notices

Until the Artist shall otherwise direct in writing, the Artist authorises the Producer and/or Advertising Agency and/or Advertiser to make all payments to which the Artist may be entitled hereunder as follows:

to the Artist at _____
(address)

or to the Artist c/- _____
(delete one) (address)

All notices to the Artist shall be sent to the address designated above for payment and to MEAA, PO Box 723, Strawberry Hills NSW 2012, Australia.

All notices to Producer and/or Advertising Agency and/or Advertiser shall be sent to the address as hereinbefore written.

This Agreement is made subject to the Laws of New South Wales, Australia.

Schedule B
STANDARD LENDERS CONTRACT FOR PERFORMERS, FEATURED EXTRAS
AND ACTUALS ON OFFSHORE COMMERCIALS
 SPAA/MEAA Offshore Commercials Agreement, 2005

THIS AGREEMENT is made on the _____ day of _____ **BETWEEN:**

Lender _____
 Address _____
 phone _____

AND

Performer _____
 Address _____
 Phone numbers _____
 Agent of performer _____
 Agent's Address _____
 Phone _____

AND

Production Company _____
 (Insert the name of the Production Co engaging the performer on behalf of the Advertiser)
 Address _____
 Phone/fax _____

AND

Advertising Agency _____
 (Insert the name of the Advertising Agency)
 Address _____
 Phone/fax _____

TERMS OF CONTRACT: IT IS AGREED AS FOLLOWS -

1. The Company has been engaged by the Advertising Agency in the production of advertising for

 (description/name of the products and client advertised)
Title(s) and/ ID Number(s) and Duration(s) of Commercial(s):
 _____ sec
 _____ sec
 _____ sec
 _____ sec
 _____ sec

2. The Production Company and the Advertising Agency have agreed with the Lender to engage the performer for the role of: _____

3. The Performance is to take place at (location, date and time of performance):

4. The commercial(s) **are/are not** (strike out whichever not applicable) a Campaign as per Clause 16.
5. A total of _____ Cut-downs (lifts/edits) for which additional payment is required as per Clause 15 will be made from the commercial(s)s.
6. **PAYMENT**

6.1 SESSION FEE

_____ 10hr Days @ \$ _____ = \$ _____
 _____ 5hr Days* @ \$ _____ = \$ _____

*Featured Extras and Actuals only

6.2 ADDITIONAL DAYS

_____ Additional Days @ \$ _____ = \$ _____

6.3. USE FEE**6.3(a) Territory**

As per Clause 10 the territory in which the commercial(s) will be released is/are Group(s):

Free to Air TV, Pay TV & Internet:

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

Cinema:

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

No. _____ Description/Countries: _____

6.3(b) Period of Use purchased at point of engagement

The period of use of the Commercial(s) is _____ months/years (not to exceed twelve months in the case of Groups 1 to 4 or otherwise two years) to commence from the date of the first publication or/broadcast which is anticipated to be _____ or within three months from the date of first employment _____ whichever is the earlier.

6.3(c) Edits and Campaigns in which the Performer appears

No. of Additional Edits (lifts/cut-downs) requiring payment _____

No. of Additional commercials in Campaign _____

6.3(d) Total Use Fee Percentages

(Total of Use Fee % for each Group purchased calculated for the full Period of Use for the number of applicable commercials and edits.)

Free to Air TV, Pay TV & Internet: _____

Cinema: _____

6.3(e) Calculation of Fee**Free to Air TV, Pay TV & Internet:**

\$ _____ x _____ % = \$ _____
 (Session Fee) x (Total Use Fee Percentage)

Cinema:

\$ _____ x _____ % = \$ _____
 (Session Fee) x (Total Use Fee Percentage)

Industrial:

\$ _____ x _____ = \$ _____
 (Session Fee) x (No. of 12 month Periods)

Inflight:

\$ _____ x _____ = \$ _____
 (Session Fee) x (No. of 12 month Periods)

TOTAL USE FEES \$ _____

6.3 ADDITIONAL FEES

The following fees shall be paid to the artist if required, which shall not be less than the minimum fees payable under the MEAA/SPAA Agreement.

Screen test/Callback (min. 1 hr) _____ hrs @ \$ _____ per hr _____

Wardrobe Call (min. 1 hr) _____ hrs @ \$ _____ per hr _____

Rehearsal @ \$ _____ per day _____

Lay Day @ \$ _____ per day _____

Travel on a non-working Day @ \$ _____ per day _____

Post synchronisations (min. 1 hr) @ \$ _____ per hr _____

Overtime (_____ hours @ \$ _____ pr hr) _____

TOTAL _____

6.4 USE FEE PAYMENT OPTIONS

If the Artist is Silent on Camera, Actual or Featured Extra the Producer advises in accordance with clause 10.2 that Use fees will be paid in accordance with the requirements of clause 10.1.2(c):

At point of engagement; **OR**

Within 30 days of completion of the Performer's work on the commercial **OR**

Within 90 days of completion of the Performer's work on the commercial

(Strike out the two options not applicable)

6.5 HOLD FEES

In the event Use fees are not paid at time of production, clause 10.1.2(c) requires that a Hold fee of a minimum of one session fee is payable in some cases. In accordance with clause 10.1.2(c) a Hold fee is/is not required (strike out not applicable)

Amount to be paid: \$ _____

7. OTHER USES PURCHASED

Amount to be paid: \$ _____

8. SUPERANNUATION

The Advertising Agency/Production Company shall contribute to the Performer's nominated superannuation fund on behalf of the Performer an amount equivalent to 9% (10% from 1 January 2006) of the TOTAL FEE.

9. SPECIAL CONDITIONS:

This contract incorporates all the terms and conditions of the Standard Contract Provisions, Annexure 1 as attached.

SIGNED by/on behalf of the Performer __________
Print Name_____
Date**SIGNED** by/on behalf of the Production Company __________
Print Name_____
Date**SIGNED** by/on behalf of the Client/Agency __________
Print Name_____
Date

This Agreement incorporates all the terms and conditions contained in the Agreement for the employment of artists in television commercials for transmission outside Australia and/or New Zealand dated 12 December 2004 between the SPAA and Media Entertainment & Arts Alliance (hereinafter called the Offshore Commercials Agreement, 2005) and such amendments and schedules thereto as are agreed from time to time, and shall be binding on the parties hereto. If any of the provisions contained herein conflict with any of the provisions of the 2005 Agreement, it is expressly acknowledged that the provisions of the Offshore Commercials Agreement 2005 shall prevail.

STANDARD CONTRACT PROVISIONS

Annexure 1

Indemnity:

As between the Advertising Agency and the Advertiser and the Producer, the Advertising Agency and the Advertiser agree to indemnify the Producer in respect of any and all liabilities and damage to the Lender and /or Artist and/or MEAA by reason of arising out of breaches by the Advertising Agency, Advertiser and Producer or any of them, or their subsidiaries, assignees or successors in title of any or all of clauses 2, 5 and/or 10 to 28 of the Off Shore Commercials Agreement 2005.

Transfer, Sale, Agreement:

The Producer and/or Advertising Agency and/or Advertiser agree that the right, title and interest that it/they have acquired in the Lender/Artist's performance is non-transferable except, where the following conditions have been complied with.

In the event of a transfer, assignment, sale or other disposition of any commercial(s) covered by this Agreement that the Producer, and/or Advertising Agency and/or Advertiser will give written notice to MEAA of each subsequent transfer within 30 days after the consummation thereof, specifying the name and address of the transferee, assignee or purchaser. In addition, the Producer and/or Advertising Agency and/or Advertiser will deliver to MEAA a copy of the Agreement with the transferee, assignee or producer, which shall be in the form set out in Schedule F of the Off Shore Commercials Agreement 2005.

The Producer and/or Advertising Agency and/or Advertiser shall maintain adequate records showing each commercial produced under this Agreement, payments made, date of first use and territory and dates of all subsequent use in each territory and where requested by the Lender or MEAA will make such records available to the Artist or to MEAA.

This Agreement shall be binding on all parties who by reason of mergers, consolidation, re-organisation sale, assignment or the like shall succeed to or become entitled to a substantial part of any party's business.

Standard Clauses

- The Artist's voice may not be dubbed in English without his/her prior written consent.
- No part of the Artist's performance may be used or transmitted in connection with any product or service other than those specified herein.
- No still photographs of the Artist may be used except as provided for in clause 19 of the Off Shore Commercials Agreement 2005.
- The Artist's legal and/or professional name may not be used except with the Artist's prior written consent.
- The right to broadcast the commercial in Australia and/or New Zealand is subject to the Artist's prior written consent which shall be recorded and paid in accordance with clause 11 of the Off Shore Commercials Agreement, 2005.
- There shall be no right to broadcast or use the commercial(s) in any territories, or in any other media or in any other manner whatsoever except as set out herein.
- The Artist agrees to keep details of script and storyboard confidential.

Service of Notices

Until the Lender shall otherwise direct in writing, the Lender authorises the Producer and/or Advertising Agency and/or Advertiser to make all payments to which the Lender may be entitled hereunder as follows:

to the Lender at _____
(address)

or to the Lender c/- _____
(delete one) (address)

All notices to the Lender shall be sent to the address designated above for payment and to MEAA, PO Box 723, Strawberry Hills NSW 2012, Australia.

All notices to Producer and/or Advertising Agency and/or Advertiser shall be sent to the address as hereinbefore written.

This Agreement is made subject to the Laws of New South Wales, Australia.

Cast Payment Advice**SCHEDULE C**

Production Company:
 Commercial:
 Address:
 Telephone:

Artists Name:
 Artists Agent:
 Address:
 Payment for w/e:

	%	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date										
Session Fee										
Use Fees										
Contracted Overtime										
TOTAL FEE:										
Overtime/Additional - Overtime										
Penalty Payments										
Cancellations										
Postponements										
Rehearsals										
Wardrobe Calls										
Travel Days										
Post Sync										
Allowances										
Superannuation										
Other										
TOTAL GROSS:										

NET PAYMENT TO AGENT

Pay Advice Form For Extras

SCHEDULE D

Production Company:

Artists Name:

Commercial:

Artists Agent:

Address:

Address:

.....

Telephone:

Payment for w/e:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Weekly	Total
Date									
Session Fee									
Contracted Overtime									
TOTAL FEE:									
Overtime/Additional -									
Penalty Payments									
Cancellation									
Postponement									
Rehearsals									
Wardrobe Calls									
Travel Days									
Allowances									
Other									
TOTAL GROSS:									

NET PAYMENT TO AGENT:

SCHEDULE E**TIME SHEET**

FOR WEEK

ENDING:.....

ARTIST'S NAME:

ARTIST'S AGENT:

	CALL TIME	ARRIVAL	FINISH	MEAL BREAK 1	MEAL BREAK 2	ARTIST'S INITIAL	REMARK S
MONDAY							
TUESDAY							
WEDNESD AY							
THURSDAY							
FRIDAY							
SATURDAY							
SUNDAY							

ARTIST'S SIGNATURE:.....