
Australian (Media Entertainment & Arts Alliance and Seven Network) Television Repeats and Residuals Agreement (ASTRRA) 2004

This DEED made the _____ between Seven Network (Operations) Limited (Seven) of 38-42 Pirrama Road, Pyrmont NSW 2009 of the one part and the Media Entertainment and Arts Alliance (Alliance) of 245 Chalmers St, Redfern NSW 2016 of the other part.

WHEREAS:

- A. Representatives of Seven have conferred with representatives of the Alliance with the view of reaching agreement as to:
 - (a) The circumstances in which repeat fees are to be paid to members of the Alliance and the amount of such fees;
 - (b) The circumstances in which residual fees are paid to members of the Alliance and the amount of such fees;
 - (c) The circumstances in which fees in respect of ancillary usage of Programs are to be paid to members of the Alliance and the amount of such fees; and
 - (d) Various related matters.
- B. Representatives of the parties have reached agreement in their conferences.
- C. It is the intention of the parties that the terms of their aforesaid agreement shall be binding on and observed by them jointly and severally and their members both present and future.
- D. The parties have agreed to name the agreement 'Australian (Media Entertainment & Arts Alliance and Seven Network (Operations) Limited) Television Repeats and Residuals Agreement' (ASTRRA).
- E. The parties have further agreed to record the terms of their agreement in the form of a Deed.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

'Agreement' means the Actors Television Programs (Seven Network (Operations) Limited) Agreement, 2004 as varied to the date of this agreement and any award or industrial agreement made pursuant to the Workplace Relations Act 1996, varying, rescinding or replacing the Agreement.

'Ancillary usage' means the usage of a Program arising from the exploitation of the copyright of the Program by the owner of that copyright for any or all purposes, (excluding free broadcast television, associated community antenna reception installations, Australian Pay Television and theatrical purposes) and including but not limited to usage in ships at sea, aircraft, buses, or hotels and for usage on home video, foreign pay television, closed circuit television, video cassettes, video cartridges, video discs, linear webcasting, wire transmissions including:

- (1) A service (including a teletext service) that provides no more than data, or no more than text (with or without associated images); or
- (2) A service that makes Programs available on demand on a point-to-point basis, including a dial up service; and
- (3) any other form of mechanical and/or electronic reproduction now known or

hereafter devised but excluding theatrical release.

'Alliance' means the Media, Entertainment and Arts Alliance, an organisation of employees registered under the Workplace Relations Act 1996.

'Australia' means the Commonwealth of Australia and its territories.

'Australian Ancillary Usage Gross Receipts' means, with respect to the ancillary usage within Australia of a Program:

- (a) The absolute gross income (in money or money's worth) received by the licensor from the licensing of the Program for ancillary usage within Australia; and
- (b) The absolute gross income realised by Seven in sponsorship, advertising or other revenue from the linear web casting of the Program; and
- (c) The absolute gross income realised by the owner of the copyright in a Program from the outright assignment of the owner's right, title and interest in respect of the ancillary usage of the Program within Australia to a bona fide assignee for value but not including any income realised by the assignee; and

In respect of such assignment the following provisions shall apply:

- (i) The Producer shall advise the Alliance in writing of any such assignment specifying the name and address of the assignee;
- (ii) If at any time the Alliance considers that the assignment is not a bona fide assignment for value it shall so advise Seven in writing specifying the ground or grounds for its view;
- (iii) Upon receipt by Seven of the notice referred to in (ii), Seven and the Alliance shall promptly confer for the purpose of reaching agreement;
- (iv) If Seven and the Alliance do not then agree and if either requests the other, both parties shall promptly appoint a person to determine by arbitration, whether or not the assignment is a bona fide assignment for value for the purposes of this agreement. The decision of the arbitrator shall be final and binding on both parties and any costs payable to the arbitrator and any costs related to the arbitration, such as venue, transcript or reporter's fees, shall be shared equally by the parties.

The phrase 'absolute gross income' shall not include:

- (i) Sums realised or held by way of deposits or securities until and unless earned, other than such sums as are non-returnable;
- (ii) Sums required to be paid as tax, as in the nature of turnover taxes, sales tax, value added tax or similar taxes which are based on the actual receipts from the ancillary usage of the Program or on any money to be remitted to or by the licensor but there shall not be excluded from the Ancillary Usage Gross Receipts any net income tax, franchise tax or excess profit tax or similar tax payable by the licensor on that net income for the privilege of doing business.

'Australian Ancillary Usage Fee' means the payment due to a Performer in respect of the ancillary usage in Australia of a Program in which the Performer was employed.

'Australian Control' means that key decisions relating to (but not limited to) story line, casting, direction and other aspects of production are made by resident Australian managerial personnel and companies.

'Basic Negotiated Fee' and 'BNF' means the sum total of the minimum rate of pay prescribed by the Agreement for work performed by a Performer in any Program plus the Performer's personal margin, if any, but shall not include repeat fees, residual fees, fees for ancillary usage or any payments or allowances for penalties, overtime, or any other allowances.

'Broadcast' means delivering Programs to persons having equipment appropriate for receiving that service whether the delivery uses the radio frequency, cable, optical fibre, satellite or any other means or a combination of those means but does not include:

- (1) A service (including a teletext service) that provides no more than data, or no more than text (with or without associated images); or
- (2) A service that makes Programs available on demand on a point-to-point basis, including a dial up service.

'Children's Program' having regard to sub-clause (e) hereof means a Program:

- (1) Which is made specifically for viewing by children up to 16 years of age and which, except for a children's Pay TV broadcast, is produced for telecasting before 6.00pm on any day; or
- (2) Which Seven and the Alliance agree to be a children's Program.

In respect of a children's Program the following provisions will apply:

- (a) The Producer shall provide the Alliance in writing with such information as Seven considers appropriate in support of the proposed classification;
- (b) If the Alliance considers the Program is not a children's Program for the purposes of this agreement it shall so advise Seven in writing within 14 days of the date of service on the Alliance of the notice referred to in (a) specifying the ground or grounds for its view;
- (c) Upon receipt by Seven of the notice referred to in (2)(b) above, Seven and the Alliance shall promptly confer for the purpose of reaching agreement;
- (d) If Seven and the Alliance do not then agree and if either requests the other, both parties shall promptly appoint a person to determine by arbitration whether or not the Program is a children's Program for the purposes of this agreement. The decision of the arbitrator shall be final and binding on both parties and any costs payable to the arbitrator and any costs related to the arbitration such as hire of venue, transcript or reporters fees shall be shared equally by the parties;
- (e) For the purpose of this agreement a children's Program as defined herein shall be such if:
 - (i) the Alliance accepts such classification by Seven; or
 - (ii) the Alliance does not notify Seven in terms of paragraph (b) herein; or
 - (iii) Following a conference or conferences referred to in paragraph (c), representatives of Seven and the Alliance so agree; or
 - (iv) An arbitrator acting in terms of paragraph (d) so rules.

(NOTATION: See Clause 3.2. for provisions applicable when a Program telecast as a children's Program is subsequently telecast in circumstances other than those applicable to a children's Program.)

'Distributor's Foreign Gross' shall mean, with respect to any Program:-

- (a) The absolute gross income (in money or money's worth) received by the distributor from the licensing of the Program for television exhibition outside Australia and ancillary usage of the Program outside Australia; and
- (b) Where the right, title and interest in respect of the use of the Program outside Australia is irrevocably assigned to a bona fide assignee for value, the absolute gross income realised by the assignor from such outright assignment but not any income realised by the assignee;

In respect of such assignment the following provisions shall apply:-

- (i) The Producer shall advise the Alliance in writing of any such assignment specifying the name and address of the assignee;
 - (ii) If at any time the Alliance considers that the assignment is not a bona fide assignment for value it shall so advise Seven in writing specifying the ground or grounds for its view;
 - (iii) Upon receipt by Seven of the notice referred to in (b)(ii) above, Seven and the Alliance shall promptly confer for the purpose of reaching agreement;
 - (iv) If Seven and the Alliance do not then agree if either requests the other, both parties shall promptly appoint a person to determine by arbitration, whether or not the assignment is a bona fide assignment for value for the purposes of this agreement. The decision of the arbitrator shall be final and binding on both parties and any costs payable to the arbitrator and any costs related to the arbitration, such as venue, transcript or reporters' fees, shall be shared equally by the parties;
- (c) All such income derived from sales for overseas exhibition of the Program whether:-
- (i) Such income is received prior to the completion of the Program (understood in the industry as a 'pre-sale'); or
 - (ii) Such income is received after the completion of the Program;

but excluded from Distributor's Foreign Gross are such sums invested in the production.

The phrase 'absolute gross income' shall not include:

- (i) Sums realised or held by way of deposits or security, until and unless earned, other than such sums as are non-returnable;
- (ii) Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts from the Program or in respect of ancillary rights of such Program or on any money to be remitted to or by either the distributor or Seven, but there shall not be excluded from Distributor's Foreign Gross any net income tax, franchise tax or excess profit tax or similar tax payable by either the distributor or Seven on their net income for the privilege of doing business;

- (iii) Frozen foreign currency until the distributor or Producer shall have either the right to use such foreign currency in or to transmit such foreign currency from the country or territory where it is frozen. In the event such currency may be utilised or transmitted as aforesaid, it shall be taken into account in the calculation to be made for payment of residual fees in this agreement in the reporting period which is current at the time such right to use or transmit accrues;
- (iv) The sums realised by either the distributor or Seven from any Program televised on a US Network;

Distributor's Foreign Gross realised in any foreign currency in any reporting period shall be deemed to be converted to Australian dollars at the prevailing free market rate of exchange at the close of each reporting period.

'Exhibition Day' means in relation to Pay Television any number of broadcasts of a Program during a sequential twenty-four (24) hour period, commencing from the first broadcast of the Program.

'Flashback' means a segment from a previous episode of the same Program which does not exceed 2 minutes in duration.

'Free Television' means broadcasting a Program free to the general public and includes associated community antenna reception.

'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).

'Performer' means an employee to whom the Agreement applies other than:

- (a) A 'double' being an employee who takes the place of a Performer but who does not speak dialogue used in the production and is not photographed in a manner in which enables recognition; and
- (b) An 'extra' being an employee who does not speak dialogue individually or perform individually as directed and who does not mime; and
- (c) A 'stand-in' being an employee who replaces another employee for the purposes only of rehearsal and/or technical set up such as lighting, camera angles etc.

'Play' means:

- (a) In relation to Free Television:
 - (i) an analogue broadcast of the Program;
 - (ii) a digital broadcast of the Program; or
 - (iii) a simultaneous broadcast of the Program by means of analogue and digital transmissions.
- (b) In relation to Pay Television:
 - (i) an analogue broadcast of the Program;
 - (ii) a digital broadcast of the Program;
 - (iii) a simultaneous broadcast of the Program by means of analogue and digital transmissions on ten (10) Exhibition Days in a two year period.

'Producer' means Seven Network (Operations) Limited and any related bodies corporate.

'Program' means any material content of a specific duration made for television and includes an episode or episodes in a serial, drama or comedy and a series, drama or comedy or sketch comedy.

NOTATION: In applying the definition of 'Program' in this agreement, reference must be made to Clause 2, Scope and Parties Bound, below.

'Repeat Fee' means the payment due under this agreement to a Performer in respect of the broadcasting in any television area in Australia for the second or any subsequent play of a Program in which the Performer was employed.

'Residual Fee' means the payment due under this agreement to a Performer in respect of either or both the broadcasting outside Australia or the ancillary usage inside or outside Australia of a Program in which the Performer was employed.

'Reporting Period' means the six monthly periods ending on the 30th June and 31st December in each calendar year.

'Serial drama' and 'Serial comedy' means a dramatic production for television comprising episodes of specific duration which are not self contained but which form part of a series of such episodes and which have a continuing theme.

'Series drama' and 'Series comedy' means a dramatic production for television comprising episodes of specific duration each of which is self contained and uses the same leading fictional characters.

'US Network' means the aggregate of stations known and recognised as the N.B.C. Network, C.B.S. Network, A.B.C. Network or FOX Network and a telecast on a U.S. Network shall be a telecast over the full facilities of one of the N.B.C., C.B.S., A.B.C. or FOX Networks.

Plurality and Sex: Unless the context otherwise requires the singular includes the plural and expressions referring to the male sex include the female sex and visa versa.

2. SCOPE AND PARTIES BOUND

- A. This agreement shall apply to Seven, and the Alliance and its members from time to time who are Performers.
- B. This agreement shall apply in respect of Programs the production of which:
 - (a) is commenced after the date of operation of this agreement and in which Performers are employed and which are serial drama, serial comedy, series drama, series comedy sketch (other than variety), comedy, pilots and single drama or comedy Programs for television exhibition; and
 - (b)
 - (i) Seven's nominated producer is an Australian citizen or permanent resident of Australia and/or company registered in Australia and the Program is subject to total Australian control; or
 - (ii) Key creative decisions relating to the story line, casting, direction and other aspects of production are shared by Australian and overseas managerial personnel or companies. For the purpose of this definition, key creative decisions do not include the exercise of customary rights of approval.

'Customary rights of approval' will apply where Seven submits to an overseas source of financing (by way of investment, loan, negative pick-up, presale or other advance distribution agreement) the following elements for approval:

- (a) major cast;
- (b) heads of department, such as director of photography, editor and art director;
- (c) final shooting script;
- (d) production budget and production plans.

During the making of the production, the overseas source of financing shall have the right to have a representative visit the set and to view rushes, assemblies and fine cuts of the production.

- C. (i) Where a Program is not otherwise covered by this agreement it shall be subject to separate negotiations between Seven and the Alliance. The position of the Alliance in relation to rates of pay and conditions of employment for Performers appearing in such Programs is set out in the Offshore Television Repeats and Residuals Agreement (OSTRRA).
- (ii) Where an overseas resident Performer is proposed for an engagement in a Program, Seven shall notify the Alliance of that proposal. Schedule A hereto (identified as ASTRRA Appendix 9) sets out the terms of an agreement between Seven and the Alliance regarding the entry of overseas artists into Australia to perform work in certain Programs.
- (iii) If there is a dispute between Seven and the Alliance as to the application of Clauses 2B(b) and 2C(i) to any Program, both parties shall promptly appoint a person to settle the dispute by arbitration. The decision of the arbitrator shall be final and binding on both parties and any costs related to the arbitration such as hire of venue, transcript or reporter's fees shall be shared equally by the parties.

The following shall be regarded as factors which may be relevant in making a determination as to whether a Program is within Clause 2B(b)(ii):

- 1. Joint ownership of the copyright in the original works involved in the completed Program;
- 2. Joint ownership of the copyright in the completed Program;
- 3. Shared production/executive producer/producer credits;
- 4. Shared creative control;
- 5. Shared responsibility for any legal action that may arise from the exhibition or other exploitation of the Program, e.g. defamation, copyright;
- 6. Shared income (excluding normal distribution commissions) derived from, or sharing of territories for the exploitation of the Program.

It is agreed that other factors may also be relevant in particular cases.

It is understood that a question of whether there is shared creative control for the purpose of definition can arise in relation to a single Australian incorporated company which has overseas shareholders, personnel or other overseas elements involved.

3. REPEAT FEES

(Except in respect of Programs of the kind referred to in Clause 2B (b) (ii) as to which see clause 10).

The repeat fees set out in this clause are payable for broadcast of the Program in Australia whether on Free Television or Pay Television.

3.1 Programs Other Than Children's Programs

The amount of the repeat fee due to a Performer shall be determined by calculating according to the number of plays of the Program set out in column 1 below the percentage set out adjacent to that play in column 2 below of the BNF paid to the Performer for his work in the Program.

COLUMN 1 (Number of plays of Program)	COLUMN 2 (Percentage of Performer's BNF for Program)
Second play (first repeat) (Free Television or Pay Television)	35%
Third play (second repeat) (Free Television or Pay Television)	25%
Fourth play (third repeat) (Free Television or Pay Television)	10%
Fifth play and each subsequent play (fourth and each subsequent repeat): Free television	15%
Pay Television	2.5%

(See clause 4.3 for procedure of payment)

3.2 Children's Programs

- (a) The amount of the repeat fee due to a Performer shall be determined by calculating according to the number of plays of the Program set out in column 1 below the percentage set out adjacent to those plays in column 2 below of the BNF paid to the Performer for his work in the Program.

COLUMN 1 (Number of plays of Program)	COLUMN 2 (Percentage of Performer's BNF for Program)
Second and third plays (Free Television or Pay television)	35%
Fourth, fifth and sixth plays (Free Television or Pay television)	35%
Seventh, eighth and ninth plays and subsequent group of three plays Free Television	30%
Pay Television	5%

(See clause 4.3 for procedure of payment for seventh and subsequent plays)

- (b) Where a Program has been telecast as a children's Program and thereafter is telecast in circumstances other than those applicable to a children's Program repeat fees shall, unless the Alliance agrees to the contrary, be paid in accordance with Clause 3.1 to the extent that repeat fees paid for the telecasting of the Program as a children's Program when converted to the equivalent of repeat fees under Clause 3.1 do not satisfy the entitlement of 3.1.

4. PAYMENT OF REPEAT FEES

- 4.1 The repeat fees prescribed in Clauses 3.1 and 3.2 for the respective play numbers of a Program specified in Column 1 in those clauses shall become due on the first occasion a Program is played or where the one repeat fee is payable for a number of plays of a Program, when the first of such number of plays is played, in any television area in Australia.

4.2

- (i) Payment of repeats fees up to and including the payment for a fourth play prescribed by Clause 3.1 and the payment for the fourth, fifth and sixth plays prescribed in Clause 3.2(a) may be made when the Performer is employed to work in the Program for which the repeat fee is payable or at any time before the completion of the employment for that Program.
- (ii) Repeats purchased pursuant to clause 4.2(i) above will be available for exploitation by Seven for a period of seven years (six years for Programs produced on or after 1 January 2006) from the date of first Play of the Program.
- (iii) Further repeats may not be contracted at point of engagement or at anytime before the completion of the Program.

4.3

- (i) Payments of repeat fees for the fifth and any subsequent play of a Program prescribed by Clause 3.1 or for the seventh, eighth and ninth plays and any subsequent group of plays of a Program prescribed by Clause 3.2(a) shall not be made at any time when a payment prescribed by Clause 4.2(i) may be made but may be made at any time thereafter provided that no such payment shall be made at any one time for more than a total of four subsequent plays of Programs referred to in Clause 3.1 or a total of six subsequent plays of Programs referred to in Clause 3.2(a).

- 4.4 No repeat fee shall be paid later than the date of the first play in respect of which the repeat fee is paid.

5. AUSTRALIAN ANCILLARY USAGE FEES

(Except in respect of Programs of the kind referred to in Clause 2B(b)(ii) as to which see Clause 10).

- 5.1 There shall be no ancillary usage of a Program in Australia until that Program has been broadcast once in a television area in Australia.

- 5.2 The Producer will pay an initial 2.5% of the BNF the Performer received for his/her work in the Program in order to commence ancillary usage of the Program in Australia.

- 5.3 The amount of the further fee payable to a Performer in respect of the ancillary usage of a Program in Australia shall be determined as follows:

- (a) For Programs no more than ½ hour in length, Seven will pay to each Performer, 2.5% of the total BNF which the Performer received for his/her work in the Program for each \$2,000 in Australian Ancillary usage Gross Receipts;
- (b) For Programs more than ½ hour in length but less than 1 hour, Seven will pay to each Performer, 2.5% of the total BNF which the Performer received for his/her work in the Program for each \$4,000 in Australian Ancillary usage Gross Receipts;
- (c) For Programs more than 1 hour in length, Seven will pay to each Performer, 2.5% of the total BNF which the Performer received for his/her work in the Program for each \$6,000 in Australian Ancillary usage Gross Receipts.

- 5.4 Conditions for payment of the fees due under clause 5.2 and 5.3 shall be as follows:

- (a) The initial pre-purchase payment of 2.5% set out in clause 5.2 may be made at any time from the date of engagement of the Performer but in any event no later than the first ancillary usage of the Program in Australia;
- (b) The second or subsequent payment shall be made when the Ancillary Usage Gross Receipts reach the respective levels as set out in 5.3 above or at any time

after the completion of the Performer's engagement in a Program.

6. LIABILITY FOR PAYMENT OF AUSTRALIAN ANCILLARY USAGE FEES AND REPEAT FEES

Seven shall be liable to pay any repeat fee and ancillary usage fee to which that Performer becomes entitled under this agreement.

7. RESIDUALS

7.1 U.S. Network Prime Time

Except in respect of Programs of the kind referred to in clause 2B(b)(ii) as to which see Clause 10.

- (a) The amount of the residual fee payable to a Performer in respect of a Program televised on a US Network shall be determined by calculating according to the number of plays of the Program set out in column 1 below the percentage set out adjacent to those plays in column 2 below of the BNF paid to the PERFORMER for his work in the Program.

COLUMN 1	COLUMN 2
Number of Plays of Program	Percentage of Performer's BNF
First play	100%
Second play	100%
Each subsequent play	25%

7.2 U.S. Network Non Prime Time

(Except in respect of Programs of the kind referred to in Clause 2B(b)(ii) as to which see Clause 10).

- (a) The amount of the residual fee payable to a Performer in respect of a Program televised on a U.S. Network shall be determined by calculating according to the number of plays of the Program set out in column 1 below the percentage set out adjacent to those plays in column 2 below of the BNF paid to the Performer for his work in the Program;

COLUMN 1	COLUMN 2
Number of Plays of Program	Percentage of Performer's BNF Program
First and second play	100%
Each subsequent play	25% of the payment for the first two plays

7.3 New Zealand

(Except in respect of Programs of the kind referred to in Clause 2B(b)(ii) as to which see clause 10)

- (a) Where the first sale of any Program or the first licencing of a Program for ancillary usage overseas, other than to a U.S. Network, is for playing or ancillary usage in New Zealand, the amount to be paid to the Performer as a residual fee in respect of that Program shall be 2.5% of the Performer's BNF in that Program, which payment shall be deducted from any payment to which the Performer may subsequently be entitled to under Clause 7.4 of this agreement in respect of that Program.
- (b) Receipts from any such playing or licencing in New Zealand shall form part of the

Distributor's Foreign Gross of that Program.

- 7.4 Elsewhere
(Except in respect of Programs of the kind referred to in Clause 2B(b)(ii) as to which see Clause 10.)

The amount of any residual fee payable to a Performer in respect of a Program televised other than as provided for in Clause 7.1 and 7.2 above and in respect of the ancillary usage of a Program shall be determined as follows:

DISTRIBUTORS FOREIGN GROSS
Length of Program

	1	2	Not more than 1/2 hour	More than 1/2 hour but not more than 1 hour	More than 1 hour
	% of total BNF	Cum	\$A	\$A	\$A
1st Payment	15%	(15%)	-	-	-
2nd Payment	15%	(30%)	10,000	20,000	30,000
3rd Payment	10%	(40%)	15,000	30,000	45,000
4th Payment	10%	(50%)	25,000	50,000	75,000
5th Payment	7.5%	(57.5%)	35,000	70,000	105,000
6th Payment	7.5%	(65%)	45,000	90,000	135,000
7th Payment	5%	(70%)	55,000	110,000	165,000
8th Payment	5%	(75%)	65,000	130,000	195,000
9th Payment	5%	(80%)	75,000	150,000	225,000
10th Payment	5%	(85%)	85,000	170,000	255,000
11th Payment	5%	(90%)	95,000	190,000	285,000

And thereafter

- (a) For Programs no more than ½ hour in length, Seven will pay to each Performer, 3.75% of the total BNF which the Performer received for his/her work in the Program for each \$10,000 in Distributors Foreign Gross;
- (b) For Programs more than ½ hour in length but less than 1 hour, Seven will pay to each Performer, 3.75% of the total BNF which the Performer received for his/her work in the Program for each \$20,000 in Distributors Foreign Gross;
- (c) For Programs more than 1 hour in length, Seven will pay to each Performer, 3.75% of the total BNF which the Performer received for his/her work in the Program for each \$30,000 in Distributors Foreign Gross.

- 7.5 Limit on Residual Payments
(Except in respect of Programs of the kind referred to in Clause 2(B)(b)(ii) as to which see Clause 10.)

Except where a payment is made to a Performer under Clause 7.1 then the following shall apply:

Limit to Second Payment if paid up front:

The Producer shall be limited to no more than second payment (30% of BNF) of 7.3 if wishing to attain these rights at the time of engagement of the Performer. Any further payments for overseas television and ancillary usage rights may be made subsequent to the completion of the Program but prior to the liability occurring within the terms of this agreement.

8. LIABILITY FOR PAYMENT OF RESIDUAL PAYMENTS

- 8.1 The employer of a Performer shall be liable to pay any residual fees to which that Performer becomes entitled under this agreement.
- 8.2 Nothing in this agreement shall prevent an employer paying a Performer all or any part residual fees at any time prior to the liability to pay such fee occurring provided that wherever any such payment is made it shall be calculated in accordance with the provisions of Clause 7 hereof.

9. RATES OF PAY AND ADDITIONAL LOADINGS FOR CLAUSE 2B(b)(ii) PROGRAMS NOT SUBJECT TO TOTAL AUSTRALIAN CONTROL

- 9.1 A Performer who works in a Program which falls within Clause 2B(b)(ii) shall be paid a loading of 90% of that Performer's BNF for the Program.
- 9.2 A Performer who is not required to speak more than six lines of dialogue, and in any case not more than fifty words in any single Program or episode, and who shall not be required to mime will be paid a category loading of 25% of that Performer's BNF for a Program which falls within Clause 2B (b)(ii).

10. RESIDUALS AND ANCILLARY USAGE FEES FOR CLAUSE 2B(b)(ii) PROGRAMS

- 10.1 The following residuals and ancillary usage fees will be paid on Programs which fall within Clause 2B(b)(ii):

Type of Residual/Usage	Percentage of Performer's BNF for Program
	70%
Australian Television (Free to Air and Pay Television)	as per clause 3.1
Australian ancillary usage	20%
US network run (prime-time)	100%
For subsequent runs:	
2 nd run	80%
For each subsequent run	80%
For each subsequent run:	80%
2 US network runs (non-prime-time)	50%
For subsequent runs:	
3rd	40%
4th	25%
5th	25%
6th	25%
7th through 10th (each)	15%
11th through 12th (each)	10%
13th and each succeeding run requires payment equal to 5% (in perpetuity)	
US syndication (buy-out for all runs)	40%
Elsewhere (ie. rest of world)	
including PBS in US	40%
US ancillary usage	12.5%

- 10.2 Payment under 10.1 for "Elsewhere (i.e., rest of the world) including PBS in the US" may only be made subsequent to the completion of the Program.

11. REPORTING AND PAYMENT PROCEDURES FOR AUSTRALIAN ANCILLARY USAGE FEES AND RESIDUAL FEES

- 11.1 Any person liable in any reporting period to pay a fee for ancillary usage of a Program in Australia or a residual fee under this agreement in respect of a Program shall within two months of the end of the reporting period in which that liability arose inform the Alliance of

the name of the Program and that residual payments will be made to Performers in that Program. Such reports shall be conveyed to the Alliance in the form of ASTRRA appendices Numbers 4, 5 and 6.

11.2 Payment of Australian ancillary usage fees and residuals fees shall be made within three months of the end of the reporting period in which the liability to make the payments occurred and shall be made as follows:

- (a) The employer shall send the payment by certified mail addressed to the Alliance.
- (b) On receipt of a payment referred to in (b) the Alliance shall pay or send it promptly to the Performer in accordance with its procedures and rules. If the Alliance is unable to make the payment by reason of being unable to locate or communicate with the Performer, the payment shall be paid into a trust account established for that purpose by the Alliance.
- (c) Compliance with the above requirements in respect of a payment to a Performer by the party to whom the requirements attach shall discharge that party from any liability to the Performer in respect of that payment and, so far as that party is concerned shall constitute payment to the Performer.

11.3 Any underpayment of an Australian ancillary usage fee or a residual fee shall be paid immediately and any overpayment of such fees may be deducted from future payments.

11.4 All reports shall be expressed in Australian dollars and all payments shall be made in Australian dollars.

11.5 The Performer shall be provided with particulars, in accordance with ATRRA Appendix 7, of all payments of Australian ancillary usage fees and all residual fees paid to him under this agreement.

11.6 An inadvertent failure by an employer to comply with the reporting provisions of this section shall in no event constitute default by the employer or breach of this agreement provided such failure is remedied promptly after notice thereof from the Alliance or the Performer.

12. AUDITING OF RESIDUAL FEE PAYMENTS AND PAYMENTS OF AUSTRALIAN ANCILLARY USAGE FEES

12.1 Within 12 weeks of the end of each reporting period, Seven shall in respect of each Program, send the Alliance statements in or to the effect of the Schedule to this Agreement.

12.2 Where Seven with respect to any Program in any reporting period has not provided a report to the Alliance pursuant to clause 12.1 the Alliance may arrange for the audit of relevant producers records relating to the compliance by that producer with its obligations under this Agreement to make residual payments pursuant to clauses 5, 7 and 10 of this Agreement with respect to a particular Program or Programs. Such audit to be conducted by an independent accounting firm.

12.3 The cost of any audit pursuant to clause 12.2 of this Agreement will be borne by the Alliance except where the audit reveals an underpayment by Seven pursuant to its obligations under this Agreement of greater than 10% in the calculation of such residuals payments .

13. NOTICES

13.1 For the Purpose of this agreement a notice shall be served if it is sent by certified mail or delivered:

- (a) To the Alliance at its registered office which is presently 245 Chalmers St, Redfern, NSW 2016.
- (b) To Seven at their registered office or other address as Seven may in writing advise the Alliance.

13.2 The party required to serve any notice shall have the onus of proving service.

13.3 If a notice is posted by certified mail it shall be deemed to have been served on the second day after the date of posting.

14. EDITING OR OTHERWISE SEGMENTING OF PROGRAM

- (i) All work performed by a Performer in the production of a Program shall be used only as part of the Program for which the Performer was originally engaged. No footage shall be used in any other production, edited or otherwise joined with segments from other Programs, without the written approval of the Performer, which approval shall not be unreasonably withheld, provided that such approval may not be sought by Seven from the Performer at point of engagement. Nothing in this clause shall prevent Seven from using any segment of a Program for promotional purposes, in a historical or biographical documentary about the film or television industry, or in any industry 'Awards' Program, nor shall it limit the rights of Seven to edit the Program PROVIDED THAT editing may be carried out by Seven for the purpose of creating a new form of the same Program or the same Program series for contemporaneous exploitation in which case the Performer will be entitled to the repeat and residual payments as provided for in ASTRRA for the resultant new Program. For the purposes of this clause, the Performer's BNF shall be the aggregate of the BNF originally paid to that Performer for those Programs or episodes (whichever the case maybe) from which segments of his performance have been extracted and used in the creation of the new form of Program.
- (ii) Flashbacks may be incorporated in a Program provided that the cumulative total does not exceed 2 minutes in any one episode and that any single segment of flashback does not exceed 2 minutes in length. Payment shall be at 3% of the Performer's Basic Negotiated Fee applicable for the originating episode for each minute of the flashback or part thereof.
- (iii) If Seven seeks the written approval of the Performer to use footage featuring the performance of the Performer in any other production or to edit or otherwise join that footage with segments from another Program, Seven will negotiate appropriate consideration for the Performer having regard to the following which Seven must specify in writing:
 - (a) the other production or Program in which the footage will be used and the nature of that new Program;
 - (b) the maximum duration of the footage featuring the performance of the Performer to be used;
 - (c) the means including the rights required from the Performer and the media by which the footage will be exploited by means of the other production or Program;
 - (d) the territories in which the other production or Program will be exploited;
 - (e) the way in which the footage will be used.
- (iv) The Producer may not seek the Performer's consent for the use of the results of the Performer's work in so-called "bloopers" or "outtake" Programs as a condition of engagement.

15. PREFERENCE TO PROFESSIONAL PERFORMERS

The parties note the provisions of Clause 36 of the Agreement, in relation to preference to financial members of the Alliance in the engagement of artists, and Seven agrees to require of casting agencies that they shall not propose non-members or unfinancial members of the Alliance for employment unless such employment has first been discussed with the Alliance. No member of the Alliance shall be required by the company to work with employees covered by the Award who are not members in good standing of the Alliance.

16. STANDARD CONTRACTS OF ENGAGEMENT, REPORTS

The standard form of engagement for Performers shall be:
ASTRRA Appendix 1 ('ASTRRA Performers Standard Contract'),
ASTRRA Appendix 1A ('ASTRRA Performers (Lenders) Standard Contract'),
ASTRRA Appendix 2 (A), (B), (C), (D) - Schedule A,
ASTRRA Appendix 3 ('Schedule B - General Conditions').

The standard form of reports in accordance with Clause 12 shall be: Appendices 4, 5, 6 and 7.

Appendices 1, 2, 3, 4, 5, 6, 7, 8 and 9 shall form part of this agreement as if those documents were written herein.

17. ADDITIONAL USAGE FOR RIGHTS NOT CONTRACTED

If Seven wishes to exercise rights to additional usage beyond those already contracted they may do so within the terms of ASTRRA provided the agreement of cast members is obtained through the offices of the Alliance.

18. OPERATIVE DATE AND DURATION

- 18.1 This agreement shall operate on and from the date of certification in the Australian Industrial Relations Commission and shall remain in force until 31 December 2006. On expiry the agreement shall continue in operation until such time as it is varied or replaced by agreement of the parties or until such time as it is terminated by Seven giving the Alliance not less than 12 weeks notice in writing that the agreement is to terminate, or the Alliance giving Seven not less than 12 weeks notice in writing that the agreement is to terminate.

ASTRRA APPENDIX 1

PERFORMER'S STANDARD CONTRACT (2004 VERSION)
for Australian Television Drama Programs
under the
AUSTRALIAN (SEVEN NETWORK) TELEVISION REPEATS & RESIDUAL AGREEMENT
(A.S.T.R.R.A)

PRODUCTION TITLE _____
(hereinafter known as "Program")

PRODUCER _____
(hereinafter known as "Producer")

of _____

Phone No: _____

PERFORMER _____
(hereinafter known as the "Performer")

of _____

Phone No: _____

JUST SUPER NUMBER: _____

PERFORMER'S AGENT _____
(hereinafter known as "Performer's Agent")

of _____

Phone No: _____

AGREEMENT DATED **BETWEEN THE**
ABOVEMENTIONED PRODUCER OF THE FIRST PART AND THE ABOVEMENTIONED PERFORMER OF THE
SECOND PART.

A. THE PRODUCER hereby engages the **Performer** and the **Performer**, in consideration of the payments provided
for in Schedule "A" hereto, agrees to
perform the role(s) of
in the Program specified above on the terms and conditions herein.

B. This contract is made and is subject to the Laws ofAustralia.

C. PRODUCTION TYPE

If serial, specify minimum guaranteed production half-hour included in fee:.....episodes per week.

D. PERIOD OF ENGAGEMENT
(WHERE THE ENGAGEMENT IS ON A DAILY, WEEKLY OR HOURLY BASIS, SPECIFY THE DATES OF
ENGAGEMENT)

D1. Weekly

(a) The Performer is engaged on a weekly basis commencing
from & terminating on (inclusive dates)

If not engaged continuously specify further periods below:

from & terminating on (inclusive dates)

from & terminating on (inclusive dates)

OR (b) The Performer is engaged on a weekly basis for the run of the production or 48 weeks whichever is the
sooner
commencing on

Provided always that, in the event of termination of production, Seven may terminate this contract by giving the
Performer notice of seven (7) weeks.

D2. Daily

*Please note: If engaged for a **serial**, daily engagements apply to work in **one** episode only. If appearing in more than one episode, then the applicable half hour episode rate must be paid, except where the provisions of sub clause 10(B)(a) of the Enterprise Agreement apply.*

The Performer is engaged on a daily basis for days

On the following dates (please specify each day required)
.....

D3 Hourly

*(Performers may only be engaged on an hourly basis if appearing in **one** episode and speaking less than 6 lines or 50 words of dialogue).*

The Performer is engaged on an hourly basis commencing:

On (Date)	Commencing At	Concluding At
.....
.....
.....

Minimum 4 hours

E. FEE

Fees payable under this Agreement are as set in Schedule "A" hereto and shall be paid to the Performer's Agent (if any) unless the Performer has notified Seven in writing to the contrary.

F. GENERAL CONDITIONS

The terms and conditions agreed to between the Seven Network (Operations) Limited and Media Entertainment And Arts Alliance and known as the Australian (Seven Network) Television Repeats and Residuals Agreement (A.S.T.R.A.) form part of this contract as if the terms were incorporated herein.

The General Conditions set out in Schedule "B" hereto shall form part of this Agreement as if these terms were written herein.

G. SUPERANNUATION

The Producer shall contribute to JUST Super on behalf of the Performer, an amount equivalent to 9% of the Total Fee. **Seven will pay an additional 1% of the Total Fee to the Equity Foundation.**

H. SPECIAL CONDITIONS (if any)

IN WITNESS WHEREOF the parties have affixed their signature on the day and year first hereby written:

Year Month..... Day

PERFORMER

.....
(signature)

.....
(signature)

Witnessed by:

.....
(signature)

.....
(print name)

NB Unless the Agent produces proof of a Power of Attorney, this contract must be signed by the Performer.

PERFORMER

(For information only I certify that I am of nationality.)

PRODUCER

.....
(signature)

.....
(print name and title of person signing for the Producer)

Witnessed by:

.....
(signature)

.....
(print name)

ASTRRA APPENDIX 1A

PERFORMER'S (LENDER'S) STANDARD CONTRACT (2004 VERSION)
for Australian Television Drama Programs
under the
AUSTRALIAN (SEVEN NETWORK) TELEVISION REPEATS & RESIDUAL AGREEMENT
(A.S.T.R.R.A)

PRODUCTION TITLE _____
(hereinafter known as "Program")

PRODUCER _____
(hereinafter known as "Producer")

of _____

_____ Phone No: _____

LENDER'S NAME _____
(hereinafter known as "Lender")

of _____ Phone No: _____
(Registered Office)

PERFORMER _____
(hereinafter known as the "Performer")

of _____ Phone No: _____

JUST SUPER NUMBER _____

PERFORMER'S AGENT _____
(hereinafter known as "Performer's Agent")

of _____

_____ Phone No: _____

AGREEMENT dated **BETWEEN** the
abovementioned Producer of the first part and the abovementioned Lender of the second part and the abovementioned
Performer of the third part.

A. THE PRODUCER has agreed with the Lender to engage the Performer and the Performer has accepted the
engagement to perform the part of:
for the abovementioned production.

B. This contract is made and is subject to the Laws of Australia.

C. PRODUCTION TYPE

If serial, specify minimum guaranteed production half-hour included in fee:.....episodes per week.

D. PERIOD OF ENGAGEMENT
(WHERE THE ENGAGEMENT IS ON A DAILY, WEEKLY OR HOURLY BASIS, SPECIFY THE DATES OF
ENGAGEMENT)

D1. Weekly

(a) The Performer is engaged on a weekly basis commencing.....
from.....& terminating on(inclusive
dates)

If not engaged continuously specify further periods below:

from & terminating on (inclusive dates)

from & terminating on (inclusive dates)

OR (b) The Performer is engaged on a weekly basis for the run of the production or 48 weeks whichever is the
sooner
commencing on

Provided that, in the event of termination of production, Seven may terminate this contract by giving the
Performer notice of seven (7) weeks.

D2. Daily

*Please note: If engaged for a **serial**, daily engagements apply to work in **one** episode only. If appearing in more than one episode, then the applicable half hour episode rate must be paid, except where the provisions of sub clause 10(B)(a) of the Enterprise Agreement apply.*

The Performer is engaged on a daily basis for days

On the following dates (please specify each day required)

D3. Hourly

*(Performers may only be engaged on an hourly basis if appearing in **one** episode and speaking less than 6 lines or 50 words of dialogue).*

The Performer is engaged on an hourly basis commencing:

On (Date)

Commencing At

Concluding At

.....
.....
.....

Minimum 4 hours

E. The Lender is entitled to the exclusive services of the Performer throughout the period of this agreement.

F. FEE

Fees payable under this Agreement are as set in Schedule "A" hereto and shall be paid to the Performer's Agent (if any) unless the Lender and the Performer have notified Seven in writing to the contrary. The parties note that where a GST obligation arises the Lender Company will provide Seven with a GST invoice that meets lawful requirements.

G. GENERAL CONDITIONS

The terms and conditions agreed to between the Seven Network (Operations) Limited and Media Entertainment And Arts Alliance and known as the Australian (Seven Network) Television Repeats and Residuals Agreement (A S.T.R.R.A.) form part of this contract as if the terms were incorporated herein.

The General Conditions set out in Schedule "B" hereto shall form part of this Agreement as if these terms were written herein.

H. SERVICE AGREEMENT

The Performer is and will be throughout this agreement under a contract of service to the Lender which shall not be varied during the course of this agreement without the prior consent of Seven.

I. SPECIAL CONDITIONS (if any)

IN WITNESS WHEREOF the parties have affixed their signature on the day and year first hereby written:

Year Month..... Day

LENDER

PRODUCER

.....
(signature)

.....
(signature)

PERFORMER.....

.....
(print name and title of person signing for Seven)

.....
(signature)

Witnessed by:

Witnessed by:

.....
(signature)

.....
(signature)

.....
(print name) (print name)

NB Unless the Agent produces proof of a Power of Attorney, this contract must be signed by the Performer.
PERFORMER (For information only I certify that I am of nationality.)

ASTRA APPENDIX 2 (A)

**(A S.T.R.R.A)
PERFORMERS STANDARD CONTRACT (2004 VERSION)
(PROGRAMS OTHER THAN CHILDREN'S PROGRAMS)**

SCHEDULE "A"

The total negotiated fee agreed to be paid to the Performer for performance in accordance with the terms of this Agreement is as set out hereunder and fees payable in respect of Repeat, Residual and Ancillary Usage of the Program are calculated in accordance with A.S.T.R.R.A.

	Weekly		Daily/Hourly (delete one)	
Award Minimum				
Personal Margin				
Basic Negotiated Fee				
Australian Repeats - FTA OR PAY Number of Repeats..... -% of BNF (No more than 3 repeats for 70% of BNF) Payment for repeats is as follows: First repeat 35% Second repeat 25% Third repeat 10% Australian Ancillary Rights First payment only - 2.5% of BNF Overseas Residuals US Network Prime Time 1 transmission 100% Non-Prime Time 2 transmission 100% Elsewhere -% of BNF (not to exceed 30% of BNF) Overtime paid in advance				
TOTAL FEE				

Note 1: **Payment of Annual Leave** is calculated on the Performer's total earnings - see Actors Television Programs Agreement (SNOL) 2004 - clause 18

Note 2: Percentage calculations are based on Basic Negotiated Fee.

Note 3: Rights not purchased at point of contract may be purchased by Seven at any later time.

Note 4: Australian repeats purchased at time of contract may only be used for seven years (six years for programs produced on or after 1 January 2006) from first on air date in accordance with clause 4.2(ii) of ASTRA.

Producer

Please initial

Performer

Please initial

ASTRRA APPENDIX 2 (B)

**(A.S.T.R.R.A)
PERFORMERS STANDARD CONTRACT (2004 VERSION)
(CHILDREN'S PROGRAMS)**

SCHEDULE "A"

The total negotiated fee agreed to be paid to the Performer for performance in accordance with the terms of this Agreement is as set out hereunder and fees payable in respect of Repeat, Residual and Ancillary Usage of the Program are calculated in accordance with A.S.T.R.R.A.

	Weekly		Daily/Hourly (delete one)	
Award Minimum				
Personal Margin				
Basic Negotiated Fee				
Australian Repeats - FTA OR PAY Number of Repeats..... - ...% of BNF (No more than 5 repeats or 70% of BNF) Payment for repeats is as follows: First & Second repeat 35%, Third, Fourth and Fifth repeat 35% Australian Ancillary Rights* First payment only - 2.5% of BNF Overseas Residuals US Network Prime time 1 transmission 100% Non-Prime time 2 transmission 100% Elsewhere -% of BNF (not to exceed 30% of BNF) Overtime paid in advance				
TOTAL FEE				

Note 1: **Payment of Annual Leave** is calculated on the Performer's total earnings - see Actors Television Programs Agreement (SNOL) 2004 - clause 18

Note 2: Percentage calculations are based on Basic Negotiated Fee.

Note 3: Rights not purchased at point of contract may be purchased by Seven at any later time.

Note 4: Australian repeats purchased at time of contract may only be used for seven years (six years for Programs produced on or after 1 January 2006) from first on air date in accordance with clause 4.2(ii) of ASTRRA.

*

Producer

Please initial

Performer

Please initial

**(A.S.T.R.R.A.)
PERFORMERS STANDARD CONTRACT
SCHEDULE "B"
GENERAL CONDITIONS**

1. This agreement incorporates and includes all the terms and conditions of the Actors Television Programs (Seven Network (Operations) Limited) Agreement, 2004 ("the Enterprise Agreement") as varied or as replaced and of the Australian (Seven Network (Operations) Limited) Television Repeats and Residuals Agreement (hereinafter called "A.S.T.R.R.A.") as if those terms and conditions were written herein. In the event of any inconsistency between the terms of this Agreement and the provisions of A.S.T.R.R.A. or the Enterprise Agreement then A.S.T.R.R.A. and/or the Enterprise Agreement shall prevail.
2. The Performer shall perform in good faith and to the best of his ability all of the services to be rendered by him for which he is engaged and as required by Seven and he shall comply with all of Seven's reasonable directions and requests.
3. The Performer warrants that he has no obligations which now or in the future will prevent or inhibit the performance and observance by him of his obligations hereunder.
4. The Performer hereby agrees and undertakes that during the period of engagement under this agreement he will:
 - (a) Make himself available at all such times and places as he may be directed by Seven or the Director of the Program or their authorised representatives to attend production conferences, rehearsals, recording and filming sessions in relation to the said production.
 - (b) Not to perform or appear in the character or in any impersonations of the character played by him in the Program or in any other character in the Program or any impersonation thereof in any performance or production of whatever nature and for whatever purpose (including any film or any other television broadcast including advertisements) and whether theatre, club or other medium without the prior consent in writing of Seven and the Performer is hereby notified by Seven that each and every television station televising the Program retains the right to decline to televise any advertisement in which the Performer appears within the telecast of the Program or any episode thereof.
 - (c) Co-operate in the promotion of the production and be available during normal working hours of the production for the taking of still photographs to be used by Seven for publicity purposes for the Program and at such other times and places and upon such terms as are mutually acceptable to Seven and the Performer and Seven may use the Performer's name, likeness, photograph or biographical material (such biographical material to be approved by the Performer) to publicise, promote, advertise and generally exploit, other than by merchandising, the Program and the Performance of the Performer.
 - (d) Not divulge the story line or lines of the Program or any part thereof and that he will not grant or give any interviews or make or issue any statement, information or expression of opinion or material for publicity or press purposes, whether verbal, documentary photographic or in the nature of illustration or otherwise in relation to the Program without the prior consent in writing of Seven.
 - (e) Keep Seven's Production Office and the assistant director/floor manager of the Program advised as to where the Performer may be contacted by telephone without reasonable delay.
 - (f) In relation to pilots, single plays and mini-series (Programs with a fixed limited number of episodes) the Performer shall not take part in any hazardous or dangerous sport, pastime, stunt, activity or action which is not part of the Performer's normal activities and which may expose the Performer to unusual or unnecessary risk of personal injury without the written consent of Seven having been first sought and obtained. The Producer shall not unreasonably withhold such permission unless it nullifies Seven's indemnity policy for the Program.
5. **Wardrobe:**
 - (a) All properties, wigs, footwear and articles of clothing not possessed by the Performer and any article of clothing or footwear peculiar to any trade, calling occupation or sport shall be provided by Seven.
 - (b) Should Seven desire the Performer to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the Performer may provide such wardrobe etc., if it is already in his possession. In the event that such wardrobe etc. is not in the Performer's possession, it shall be provided by Seven.
 - (c) All wardrobes etc. supplied by either Seven or Performer shall be maintained in a satisfactory and hygienic condition by Seven. Any damage to wardrobe etc. supplied by the Performer shall be the responsibility of Seven who shall fully compensate the Performer for such damage.
 - (d) All make-up shall be supplied by Seven.
6. **Insurance:** The Producer agrees to insure the Performer for the duration of his engagement in accordance with the relevant Workers Compensation Act.
7. **Termination of Engagement**
 - (a) An engagement for a fixed term shall terminate on the date specified in D.1 or D.2 or D.3.
 - (b) Notwithstanding the provisions in Clause 7(a) any engagement of a Performer under this agreement may be terminated by Seven without notice for negligence or misconduct.
8. **Service of Notices etc.**
 - (a) Any notice, letter or other document required to be given hereunder by Seven to the Performer shall be sufficiently given if handed personally to the Performer or posted by prepaid ordinary post in an envelope addressed to the Performer at the address specified in this Agreement or any change thereof notified in writing to Seven.
 - (b) Any notice, letter or other document required to be given hereunder by the Performer to Seven shall be sufficiently given if handed to Seven or the On-Line Producer or posted by prepaid ordinary post in an envelope addressed to Seven at the address specified in this Agreement or any change thereof notified in writing to the Performer by Seven.
9. **Sex and Plurality:** Where applicable for the purpose of this agreement, the singular shall include the plural and visa versa and the masculine shall include the feminine gender and visa versa.
10. The Performer authorises and empowers the Performer's Agent (if any) to deal with Seven on the Performer's

behalf on all matters arising out of this Agreement unless Seven has been advised by the Performer in writing to the contrary.

11. (a) The Performer hereby assigns to Seven all the rights set out herein and acknowledges that the Producer has the sole and exclusive right, title and interest in any and all recording of whatever nature of any work performed by the Performer in or in connection with the production and Seven acknowledges that he is bound by and must observe the provisions of the A.S.T.R.R.A.
(b) The Producer shall not assign or otherwise transfer any right of usage of the Program other than such rights of usage as are provided in this Agreement and in A.S.T.R.R.A.
12. The Performer warrants that he/she a financial member of Media Entertainment and Arts Alliance prior to commencement of engagement.
13. The ordinary rules of law relating to contracts shall apply to this agreement.

Producer

Please initial

Performer

Please initial

ASTRRA APPENDIX 4

REPORT TO ALLIANCE

(NAME OF PRODUCER)

Statement of Cumulative Plateaux Percentages relating to Distributors' Foreign Gross (D.F.G.) and Australian Ancillary Usage Gross Receipts (A.A.U.G.) for the six months ending

Program	Duration	Ep. Nos (hrs)	Plateau D.F.G.	Percentages A.A.U.G.
Crocodile	1	1 - 13	50%	-
	1	14 - 26	40%	-
	1	27 - 39	30%	-
	1	40 - 52	1%	-
Flying Doctor	1/2	1 - 26	30%	-
	1/2	27 - 52	15%	-
	1/2			
Crocodile (telemovie)(b)1	1/2	1 - 26	30%	7.5%
(1) ANZAC	2		100%	-
(2) Ned Kelly (telemovie)	2	1 - 4	40%	-
(3) Happy Valley (Children's Series)	1/2	1 - 26	2.5%	-

Notes (Where Applicable)

- (1) USA Network sale
- (2) Calculations based on 8 x 1 hours
- (3) New Zealand distribution only

Crocodile (telemovie) rights assigned irrevocably under subclause (B) of definition of D.F.G. and/or A.A.U.G.* to

NAME:

ADDRESS:

.....

* Delete whichever is inapplicable

ASTRRA APPENDIX 5

REPORT TO ALLIANCE

**Certificate to ALLIANCE from Principal Accounting
Officer to Seven**

The Federal Secretary
Media Entertainment & Arts Alliance
245 Chalmers Street
Redfern NSW 2016

I,..... the Principal Accounting
Officer

of(name of Producer) certify
that:-

1. The calculations in ASTRRA Appendix 4 have been correctly made in accordance with the provisions of the ASTRRA agreement.
2. The payments to which individual Performers are entitled having regard to the plateaux in ASTRRA Appendix 4 have been correctly calculated.
3. The basis of the calculation of DFG is as follows:
4. The basis of the calculation of AAUGR is as follows:
5. Cheques for the payments referred to in 2 above were posted by certified mail at(name and address of post office) on20.....together with the statement required showing details of the calculation of those entitlements.

Enclosed herewith is a certificate from our Auditors regarding the matters in paragraphs 1 and 2.

.....
Principal Accounting Officer
(Name of Producer)

ASTRRA APPENDIX 6

REPORT TO ALLIANCE

Report from Seven's Auditor

.....
.....
.....
.....
(Producer's Name and Address)

Dear Sir/Madam

In accordance with the provisions of ASTRRA agreement we report as follows:

1. The information set out in ASTRRA Appendix 4 is in accordance with the accounts and record of (name of Producer).
2. The calculations in ASTRRA Appendix 4 are correct and are in accordance with the relevant terms of the ASTRRA agreement.
3. The basis of calculation of DFG is as follows:
4. The basis of calculation of AAUGR is as follows:
5. We have test checked on a sampling basis the calculations of entitlements due to individual Performers having regard to the plateaux referred to in ASTRRA Appendix 4 and have found such calculations to be correct.

.....
AUDITORS
(Name of Producer)

ASTRRA APPENDIX 7

REPORT TO PERFORMER

STATEMENT OF RESIDUAL FEES AND AUSTRALIAN ANCILLARY USAGE FEES

.....Limited

(Name of person/Company liable for payment)

STATEMENT FOR THE SIX MONTHS ENDED

ADDRESS:.....

PERFORMER:.....

1.	Program	PRISONER	PRISONER	CROCODILE
2.	Episode Number	7	17	Telemovie
3.	BNF			
4.	Residual % Payable	30%	35%	30%
5.	Ancillary Usage % Payable			
6.	Total % Payable (4+5)			
7.	Total Payment Due to Date	328.00	214.00	615.00
8.	Previously Paid	275.00	152.00	486.00
9.	Balance Payable	53.00	62.00	129.00

GROSS AMOUNT DUE: 244.00

ASTRRA APPENDIX 8

Agreement between Seven and the **ALLIANCE** regarding the entry of overseas artists into Australia to perform work in television Programs within the scope of the Actors Television Programs (Seven Network (Operations) Limited) made wholly or largely in Australia.

1. SCOPE

The provisions of this agreement apply to television Programs (the subject of this agreement) subject to the limitation that overseas artists will not be permitted to replace Australians previously cast to play a particular role. ("Cast" means a firm commitment or offer made to an actor and accepted by that actor. Evidence of a firm commitment or offer will include a contract, deal memo or written offer; public announcement by Seven; conferences on character interpretation with the director, other than for casting sessions; wardrobe calls.)

2. PROVISIONS APPLICABLE TO VARIOUS TYPES OF PRODUCTIONS / PROGRAMS

A. Productions subject to Australian creative control

This includes TV Programs which are subject to Clause 2B(b)(i) of ASTRRA and which are Programs of the following kind:

- (a) telemovies;
- (b) mini-series;
- (c) high-budget quality television series or serials (meaning series or serials which have production budgets of \$700,000 per hour or more, excluding fees payable to any overseas artist). In determining whether a high-budget quality television series or serial has a budget of \$700,000 for the purpose of this clause, only bona fide components (for example, producer fees set in the light of usual current practice) shall be taken into account.

(i) **Government-assisted projects**

This provision will apply only to productions made with existing forms of Government assistance, excluding script and project development. If new forms of assistance are introduced, the agreement can, after review by the parties, be terminated by either party on 12 weeks' notice.

Seven shall make every reasonable effort to cast a role from the ranks of Australian actors. Notwithstanding that requirement, a producer may import one overseas artist for a production with a budget of \$2,250,000 or above for a feature film or \$1,250,000 or above for a telemovie or \$500,000 per hour or above for a mini-series (a mini-series being a self-contained series of up to 12 episodes) where the use of the artist is a condition precedent to the conclusion of a substantial overseas distribution agreement or agreements (substantial meaning more than one-third of the budget).

Seven also has the right to argue on a one-off basis that one further overseas artist be granted entry to play a supporting role in a feature film with a budget of more than \$7,500,000 or a mini-series with a budget of more than \$900,000 per hour, subject to the same overseas distribution requirement. In this paragraph, "right to argue" means that Seven will have the right to ask the **ALLIANCE** to agree to the entry of an additional actor and the **ALLIANCE** will reach a decision on the request using an open mind and objective criteria. It is noted that the **ALLIANCE** is more likely to agree to a request which is for a cameo role. the **ALLIANCE's** decision regarding any such request will be final and cannot be challenged by Seven.

(ii) **Non-Government-assisted projects**

(A) Mini-series & telemovies

Seven may import one overseas artist for a leading role and another overseas artist for a supporting role, where the use of the artist(s) is a condition precedent to the conclusion of a substantial distribution agreement(s) or of an agreement(s) for substantial overseas financing by way of investment, loan or other arrangement (substantial meaning more than one-third of the budget) provided that Australian actors are not thereby precluded from playing two out of three of the most important roles.

Where a film has a budget of more than \$7,500,000 or where a mini-series has a budget of more than \$900,000 per hour, Seven shall either (a) have the right to import an additional artist for a cameo role or (b) have the right to argue for the entry of an additional artist for a proper role, precedent to the conclusion of a substantial distribution agreement(s) or of an agreement(s) for substantial overseas financing. In this paragraph, "right to argue" means that Seven will have the right to ask The Alliance to agree to the entry of an additional actor and The Alliance will reach a decision on the request using an open mind and objective

criteria. If no agreement is reached either party may refer the matter to private arbitration pursuant to Clause 7 hereof.

(B) Series & serials

In high-budget quality television series or serials, producers shall be permitted from time to time to cast an overseas artist for a guest appearance.

B. Productions with shared Australian/overseas creative control

This applies to Clause 2B(b)(ii) of ASTRRA.

A number of overseas artists will be allowed in such productions. The actual number will be determined by the demands of the script, the level of foreign money which is provided to the production by way of investment, loan, negative pick-up, presale or other advance distribution agreement and the need to provide significant employment opportunities for Australian actors.

C. Productions subject to overseas control Programs referred to in Clause 2C(i) of ASTRRA).

A reasonable number of overseas artists will be permitted in these productions. The actual number will be affected by the demands of the script and the provision of significant employment opportunities for Australian actors.

3. Special Circumstances

There may be cases which fall outside the criteria set out in Clause 2 where special circumstances alone will justify the entry into Australia of an overseas artist. "Special circumstances" arise where, following agreed procedures between Seven and the **ALLIANCE** (see "Casting Guidelines": Attachment A), an actor cannot be cast in Australia due to:

- (a) racial and ethnic grounds;
- (b) unusual physical characteristics;
- (c) specialised skills required.

Overseas artists allowed into Australia under this provision will not affect the numbers allowed under cl.2.

4. Seven who has imported an actor for a telemovie with a budget between \$1,250,000 and \$2,250,000 shall not sell into or license the theatrical distribution of that telemovie without the agreement of either the **ALLIANCE** and every Performer whose performance is part of the completed telemovie or of the Alliance. The **ALLIANCE** will consider applications under this clause in a bona fide way according to their merits.

5. This agreement shall be an annexure to ASTRRA.

6. Traditional Australian characters: Seven will avoid casting overseas artists in roles as traditional Australian characters. Because of difficulties of definition, each case will be considered on its merits. In extraordinary circumstances, such as the casting of Meryl Streep as Lindy Chamberlain in "Evil Angels", an overseas artist may be considered in what is agreed to be a traditional Australian role.

7. Disputes arbitration: The arbitration in this Agreement means a panel of three arbitrators agreed on by the parties, except when urgent circumstances make the summoning of a panel of three impracticable in which case the arbitration will be by a single arbitrator agreed on by the parties.

In the event of a dispute arising from the application of these guidelines (with the exception of matters subject to "right to argue" in Clause 2A(i) of this Schedule), the matter may be referred to arbitration as provided in this clause. The procedures to be applied in such an arbitration shall be determined by the arbitrator(s).

The arbitrator or arbitrators are to give an undertaking of confidentiality in a form acceptable to the parties to the arbitration.

8. The money amounts referred to in this agreement will be reviewed annually (from the date of operation of the agreement) by the parties.

ATTACHMENT A

CASTING GUIDELINES

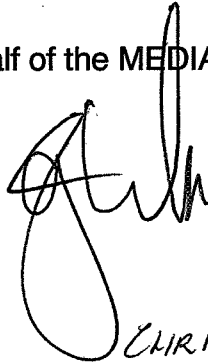
(To be used where there are "special circumstances" as defined in Clause 3 of the Agreement regarding overseas artists).

1. A character breakdown of any role being cast is to be forwarded by Seven to all drama agents in Australia (on a list to be agreed between Seven and the **ALLIANCE** from time to time) with a request for suggestions.
2. The producer shall engage a recognised casting director and all of the actors recommended for consideration by the casting director will be given readings and where recommended screen tests or such other method of assessment as the director of the production reasonably requires. A reasonable number of screen tests will be involved.
3. Actors recommended are to receive adequate preparation time and in particular will be sent adequate excerpts of the script and a full character synopsis relating to any role(s) for which they have been recommended (and/or, if possible, a full script) at least one week before an audition for a straight role and two weeks before an audition for a role requiring an accent but precise compliance with this condition will not invalidate the casting effort if it can be demonstrated that strict compliance is impractical.
4. The casting director shall specify precisely the role(s) for which the actor has been recommended and the actor shall be given the opportunity to audition for each role for which the actor has been recommended.
5. Readings will be conducted with a professional actor of the appropriate sex acting as "reader".
6. The "reader" will not in the course of the reading be considered to be auditioning for a role. This does not prevent the reader being given a separate audition for any role as per the above guidelines.
7. Screen tests and auditions shall be conducted in conducive surroundings.
8. Where the casting director recommends, make-up and costume shall be provided for any screen test to be conducted.
9. The producer shall notify the **ALLIANCE** when casting commences on any role which may be the subject of an import application because of "special circumstances".
10. Where any role to be cast requires a foreign accent and where the casting director recommends, access to a dialogue coach shall be provided during the short-listed actors' preparation time.

SIGNATORIES

for and on behalf of the MEDIA ENTERTAINMENT & ARTS ALLIANCE

Signature:



Name:

CHRISTOPHER WARREN

Position:


FEDERAL SECRETARY

Date:

13 APRIL 2005

for and on behalf of SEVEN NETWORK (OPERATIONS) LIMITED

Signature:



Name: General Manager, Group Human Resources

Position: Scott Blakeman.

Date:

25th May 2005