

**PERFORMER’S STANDARD CONTRACT
for Australian Animated Television Programs
under the
AUSTRALIAN TELEVISION REPEATS & RESIDUAL AGREEMENT**

PRODUCTION TITLE _____
(hereinafter known as “Program”)

PRODUCER _____
(hereinafter known as “Producer”)

of _____

Phone No _____

PERFORMER _____
(hereinafter known as the “Performer”)

of _____

Email Address: _____ Phone No: _____

SUPER NUMBER: _____

PERFORMER’S AGENT _____
(hereinafter known as “Performer’s Agent”)

of _____

Email Address: _____ 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 ## together with such First Leads, Second Leads or Third Leads, as are required by the Producer and as agreed by the Performer in the Program specified above on the terms and conditions herein.

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

C. PRODUCTION TYPE Animation

D. PERIOD OF ENGAGEMENT

The Performer is engaged on a daily basis. The Performer will be engaged for ## episodes, on the following dates:

_____ and such other dates to be agreed between the Performer and the Producer during the period from ## to ##, and, if applicable, on dates to be agreed with respect to any ADR required.

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 the Producer in writing to the contrary.

F. GENERAL CONDITIONS

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 Media Super, or such other complying superannuation fund nominated by the Performer prior to or upon signing of this Agreement, on behalf of the Performer, an amount equivalent to 10.5% of the Total Fee as set out in Schedule A. This percentage will increase from time to time in line with clause 40(a) of the ATPA.

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

PRODUCER

.....
(signature)

.....
(signature)

.....
(signature)

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

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.)

SCHEDULE A

**(ATTRA)
PERFORMERS (ANIMATION) STANDARD CONTRACT**

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 ATTRA, ATTRA 2016, the Pay Television Addendum and the Animation Agreement 2018.

	Episode (as defined in the Animation Agreement 2018)
Agreement Minimum	\$
Personal Margin	
Basic Negotiated Fee	\$
Australian Repeats – 11 Plays (Play 1 is included in the BNF) 70%	\$
Australian Free Streaming 30%	\$
Australian Ancillary Usage 20%	\$
World All Rights * 90%	\$
Coproduction loading (if applicable) 52%	
Character loadings Additional First Lead 100% BNF Additional Second Lead 50% BNF Additional Third Lead 25% BNF	As applicable in accordance with the Animation Agreement 2018
MINIMUM EPISODE FEE	\$

Note 1: World All Rights* excludes US Network to be paid in accordance with ATTRA

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

Note 3: ADR is \$215 for minimum 2.5 hour call then \$86 per hour after, unless a higher rate is specified

Note 4: For definitions of character loadings, hours of work and breaks, see the Animation Agreement 2018

Note 5: Character loadings to be paid in accordance with the Animation Agreement 2018

Note 6: Where additional roles are performed by the Performer (pursuant to Clause A of the Performer's Standard Contract) for a particular Episode, the Minimum Episode Fee payable is to be increased by the relevant character loadings to establish the Total Fee for that Episode. Where no additional roles are performed, the Minimum Total Episode Fee is the Total Fee for that episode. Annual Leave at 8.33% and Superannuation in accordance with G are to be paid on the Total Fee.

Producer
<i>Please initial</i>

Performer
<i>Please initial</i>

(ATRA)
PERFORMER'S (ANIMATION) STANDARD CONTRACT
SCHEDULE "B"
GENERAL CONDITIONS

1. This agreement incorporates and includes all the terms and conditions of the Actors Television Programs Agreement 2013 as varied ("ATPA"), the Actors' Television Repeats and Residuals Agreement 2000 as varied as applicable to animation voiceover by the Actors' Television Repeats and Residuals Agreement Terms of Settlement 2004 (combined referred to as ATRRA) and the MEAA / SPA ATRRA 2016 MOU (ATRRA 2016) and the MEAA / SPA Memorandum of Understanding Pay Television Addendum 2017 (Pay Television Addendum), as amended by the MEAA / SPA TV Animation Voiceover MOU 2018 ("the Animation Agreement 2018"), 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 ATRRA, ATRRA 2016, the Pay Television Addendum and the Animation Agreement 2018, then the Animation Agreement 2018 shall prevail to the extent of any inconsistency.
2. The Performer shall perform in good faith and to the best of their ability all of the services to be rendered by them for which they are engaged and as required by the Producer and they shall comply with all of the Producer's reasonable directions and requests.
3. The Performer warrants that they have no obligations which now or in the future will prevent or inhibit the performance and observance by them of their obligations hereunder.
4. The Performer hereby agrees and undertakes that during the Period of Engagement under this agreement they will:
 - (a) Make themselves available at all such times and places as they may be directed by the Producer or the Director of the Program or their authorised representatives to attend production conferences, rehearsals, and recording filming sessions in relation to the Program.
 - (b) Not to perform or appear in the character or in any impersonations of the character played by them 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 the Producer. The Performer is hereby notified by the Producer 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 Program and be available during normal working hours of the production of the Program for the taking of still photographs to be used by the Producer for publicity purposes for the Program and at such other times and places and upon such terms as are mutually acceptable to the Producer and the Performer and the Producer 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 they 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 the Producer.
 - (e) Keep the Producer'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 the Producer having been first sought and obtained. The Producer shall not unreasonably withhold such permission unless it nullifies the Producer's indemnity policy for the Program.
5. **Insurance:** The Producer agrees to insure the Performer for the duration of their Period of Engagement in accordance with the relevant Workers Compensation Act.
6. **Termination of Engagement**
 - (a) An engagement for a fixed term shall end on the date specified in D (Period of Engagement).
 - (b) Notwithstanding the provisions in Clause 7(a) any engagement of a Performer under this agreement may be terminated by the Producer immediately without notice for negligence or misconduct.
7. **Service of Notices etc.**
 - (a) Any notice, letter or other document required to be given hereunder by the Producer to the Performer shall be sufficiently given if handed personally to the Performer or, by email address to the address specified in this Agreement, 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 the Producer.
 - (b) Any notice, letter or other document required to be given hereunder by the Performer to the Producer shall be sufficiently given if handed to the Producer or the On-Line Producer, or where transmitted by email to the party's email address and no error or bounce-back message is received, on the day of transmission, or posted by prepaid ordinary post in an envelope addressed to the Producer at the address specified in this Agreement or any change thereof notified in writing to the Performer by the Producer.
8. **Sex and Plurality:** Where applicable for the purpose of this agreement, the singular shall include the plural and vice versa and the masculine shall include the feminine gender and vice versa.
9. The Performer authorises and empowers the Performer's Agent (if any) to deal with the Producer on the Performer's behalf on all matters arising out of this Agreement unless the Producer has been advised by the Performer in writing to the contrary.
10. (a) The Performer hereby assigns to the Producer 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 the Producer acknowledges that the Performer is bound by and must observe the provisions of the ATRRA.
 - (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 ATRRA.
11. Where the Performer is entitled to royalty payments pursuant to clauses 3.12 or 3.16 of the MOU, the Performer agrees that the MEAA will act as their agent in the calculation, collection and disbursement of those royalty payments.
12. The ordinary rules of law relating to contracts shall apply to this agreement.

Producer

Please initial

Performer

Please initial