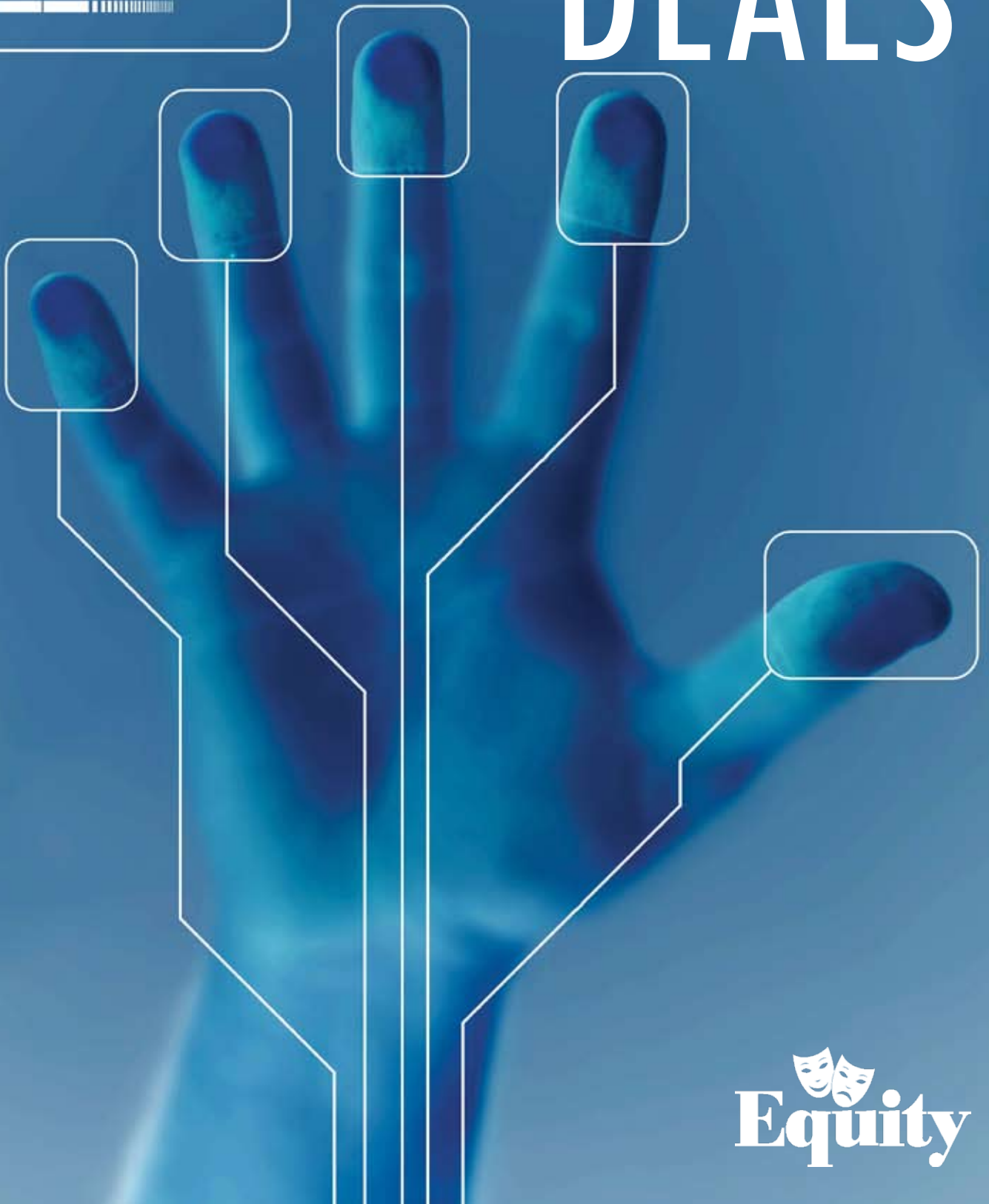


NEW MEDIA DEALS

```
function makehash(pw,mult) {  
  pass=pw.toUpperCase();  
  hash=0;  
  for (i=0;i<8;i++) {  
    letter=pass.substring(i,i+1);  
    c=alpha.indexOf(letter,0)+1;  
    hash=hash*mult+c;  
  }  
  return(hash);  
}  
  
//<![CDATA[  
////FUTURE MEDIA  
////AND TECHNOLOGY  
////WORKING PARTY  
//]]>  
>//ACCESS GRANTED
```



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For over 75 years Equity has been representing our members in all areas of the entertainment and performance industries – from stand-up comedy to Shakespearean drama and from juggling to ballet.

Throughout its life the union has had to constantly adapt to changing circumstances caused by new technologies and changing patterns of consumption by audiences. Equity has watched the rise, fall and rebirth of the cinema and the development of television as a powerful medium.

And now things are changing again, this time, perhaps, faster than ever, and once again Equity is adapting. We're leading the way for unions around the world in putting in place agreements to protect our members' interests in this new and challenging environment – as the new media deals set out in this document amply demonstrate.





Equity's New Media Deals



Equity has made huge strides in facing the challenges arising from new media commissions

The entertainment industry is experiencing huge change at unprecedented speed.

The era of communication dominated by a handful of terrestrial channels and radio stations has already become a distant memory. We now have hundreds of channels increasingly accessible on an ever growing array of platforms. Audiences can now watch programmes anywhere, any time on satellite, cable, Freeview, mobile phones, Video on Demand (VoD), download to own or rent and on the internet – to name just a few of the available alternatives to traditional terrestrial broadcasting. And audiences are taking to these new platforms in ever increasing numbers.

Equity's television agreements were established before the creation of these new technologies so the union has had to work hard to ensure that members are adequately and fairly compensated for these new uses of their performances.

Equity has made huge strides in facing the challenges arising from new media commissions for example productions made primarily for the new technologies including internet, mobiles, Video on Demand (VoD) and computer games (PS2/PS3/PSP/Xbox/Nintendos, etc.).

This document sets out information on the agreements and the guidelines Equity has already successfully negotiated as the basic terms on which our members should be contracted.

The era of stability has passed, the new media environment is rapidly changing and therefore the terms of the agreements and guidelines will require constant scrutiny and review to ensure that they continue to meet the needs of our members.

Equity has established a Future Media and Technologies Working Party, drawn from experienced members with knowledge of these

new fields, to ensure that the agreements negotiated and the guidelines and information provided by Equity are relevant and of the highest quality.

It is an exciting time to be a member of Equity as the union faces the challenges the new technologies are bringing and members can play their part in ensuring that Equity remains the united voice of professional performers in the United Kingdom in developing the agreements, guidelines and information needed as we enter this challenging era.

Christine Payne
General Secretary

PODCASTS



WHAT ARE THEY?

Podcasts are shows in the form of multimedia files, that are distributed over the internet for playback on personal computers or on portable media players such as iPods, games consoles, or phones. They are sometimes supplemental versions to pre-existing projects within the traditional media of television and cinema, whether it be news broadcasts or TV series.

WHAT HAS EQUITY ACHIEVED SO FAR?

Equity has successfully negotiated a contract that includes not only full pay, including rehearsal fees, for these supplemental episodes, but also royalty payments which kick in after an agreed number of downloads.

We will be using this agreement as a template for other producers wishing to engage members on this platform.

Negotiations on behalf of the cast of ITV drama *The Bill* not only secured the performers a fee for their work but also won them the right for a further payment of 100% of their initial fee when downloads exceeded an agreed level. Equity has also worked with the producers of the cult series, *Blake's 7*, to create an agreement for performers in their series of podcast adventures.

ARTIST'S AGREEMENT

DATED:

BETWEEN: -

1. **ARTIST NAME** whose address is **[ADDRESS]** ("the Artist")
2. Production Company details:

WHEREAS:

The Producer is making an audio programme provisionally entitled..... ("the Programme") intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of **[ROLE]** ("the Part") in the Programme.

NOW IT IS HEREBY AGREED AS FOLLOWS:

TERMS:

1. PODCAST/REMOTE DELIVERY

For the purpose of this agreement 'a Podcast' is a multimedia file distributed over the internet using syndication feeds, for playback on media devices including but not limited to games consoles, mobile phones and handheld devices and/or personal computers or through which the audio product may be accessed for use from a location that is remote from the processing unit on which such product is stored when accessed. Such systems shall include but not be limited to on-line service over cable television lines, telephone lines, microwave signals, radio waves, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such product and the processing unit on which the product is stored hereinafter referred to as a 'website'.

2. ARTIST'S ENGAGEMENT

- 2.1 The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [DATE] to [DATE]/on the following days on [DATE] to [DATE], inclusive ("the Engagement Period").
- 2.2 The Artist will render services on second call prior to the Engagement Period for the purposes of read through and after the Engagement Period for the purposes of added scenes and retakes.

3. ARTIST'S REMUNERATION

The Artist's remuneration shall be no less than as follows:

(i) Daily Rate:

Not less than two hundred pounds sterling (£200) for working days of up to nine (9) hours during which one and a half hours (1 ½) shall be taken as break, one break of not less than one (1) hour shall be given not more than five (5) hours from the start of the session.

(ii) Half day Rate:

Not less than one hundred and twenty pounds sterling (£120) for working days of up to four (4) hours.

(iii) Overtime

Not less than £6.25 for each 15 minutes or part thereof.

(iv) Rehearsal(s)/Read-through:

Not less than one hundred pounds sterling (£100) for each day or part thereof

(v) Additional day(s):

Not less than a fee of one hundred and twenty pounds sterling (£120) per day

- 3.1 The "Artist's Aggregate Fee" is the total Weekly and/or Daily Rate payable to the Artist.
- 3.2 All sums payable to the Artist for the initial performance fee(s) shall be due and payable within fourteen (14) days of the last day of engagement.
- 3.3 Royalties due to the Artist shall be made, upon signature of this Agreement, on a quarterly basis, 30 days in arrears and upon presentation of an invoice. "Producer" shall accompany such payments with clear and detailed statements of account ("Statement") setting out details of all sales and distribution revenues generated therefrom, to the person identified in the Agreement at the address set forth for such person in the Agreement no later than 30 (thirty) days following the end of each calendar quarter such quarters ending on 31st March, 30th June, 30th September and 31st December of each year.
- 3.4 The producer will pay to the Artist the following royalties for the exploitation of the Programme via podcast and/or a commercial CD release:
- i) 10% of combined Producer's Net Receipts arising from the podcast downloads to the extent actually received by the Producer and any and all subsequent Producer's Net Receipts arising from sales of a CD release from the first download or CD release, whichever is the earlier, paid pro rata according to the Artists aggregate earnings.

4. NET RECEIPTS

Net Receipts shall be defined as the total gross receipts from exploitation of the Programme(s) to the extent actually received by the Producer after deduction of on-line dissemination costs (such as third party sales commission), reasonable expenses, residuals, deferred fees and all un-recouped costs of production (including without limitation the total sum of any and all Fee payments paid to the Artist) and after deduction of any share of Net Receipts payable to a third party and not retainable by the Producer. The Producer's Net Receipts shall be that share of the Net Receipts payable to, receivable by and actually received by the Producer. Such payments shall be made pari passu with those made to the Producer.

5. AUDIT

The Producer shall maintain full and accurate books of accounts and records ("Accounts") of its receipts from all sales of the Programme(s). The Artist or its duly authorised representative(s) may, during normal business hours and upon not less than 14 days notice, inspect the Producer's books of Accounts

insofar as they relate to the Programme and at the Artist's cost take copies and extracts therefrom. The Producer shall, without prejudice to any other rights or remedies available to the Artist, pay to the Artist the amount of any understatement revealed, the Producer shall additionally reimburse to the Artist the costs of such examination and audit.

6. EXPENSES

Any expenses due to the Artist in performing his/her obligation under this Agreement, will be subject to agreement between the Producer and the Artist and/or their representative.

7. HOLIDAY PAY

- 7.1 An Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.
- 7.2 The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period, e.g., at least two days notice for one day of holiday.
- 7.3 In addition, subject to the agreement of the Producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested.
- 7.4 Days of holiday taken during the period of the engagement shall be paid at the same rate as if they were days of work.
- 7.5 If at the end of the engagement an Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. A payment of £100 shall be made for every full day of holiday accrued but not taken. As an alternative, payment for holiday due but not taken can be calculated at the rate of £8.33 for each day an Artist works.

8. CREDIT

To be agreed in "good faith" between the parties.

9. ARTIST'S UNDERTAKINGS AND WARRANTIES

- 9.1 The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder.
- 9.2 The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme PROVIDED THAT such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself.
- 9.3 The Artist grants all consents under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force which the Producer may require for the making and use of the production subject to the restrictions on use of the production contained in the Agreements.
- 9.4 Uses of the production shall be paid for in accordance with the fee arrangements as set out in the Agreements.

10. MISCELLANEOUS

- 10.1 No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist.
- 10.2 The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement provided that the assignee undertakes the obligations of the Producer under the Agreement and under the Artist's Form of Engagement.
- 10.3 The Artist shall thereupon render services to the assignee and shall look primarily to the assignee for fulfilment of the Producer's obligations, but as between the Artist and the Producer, the Producer shall not be released from any of the obligations imposed on the Producer under this Agreement or the Artist's Form of Engagement which shall remain in full force and effect insofar as the same shall not have been fulfilled by the assignee.
- 10.4 The Producer agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Producer will also assign all rights and obligations under this Agreement to the assignee including the obligation to make all use fee

payments in accordance with the Agreement. The Producer will ensure that a further clause is included in the assignment to the third party assignee together with a clause requiring the third party to ensure that all rights and obligations under the Agreement shall be incorporated in all and any future and further assignments.

10.5 In the absence of the incorporation of these clauses in such assignments the Producer and/or the previous assignee shall remain liable to the Artist.

11. ADDITIONAL RIGHTS OF USE

Any rights of transmission, exhibition or other uses of the production that are not provided for in this Agreement shall be subject to agreement between the Producer and the Artist and/or their representative.

Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Producer and the Artist and/or their representative.

12. SUSPENSION

The Producer may suspend the Artist's engagement by notice in writing effective immediately during the period of engagement and 24 hours after service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries).

13. AGENCY

All sums payable to the Artist shall be paid to the Artist's agent [NAME] and all notices shall be sent to and negotiations conducted through such agent.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement.

15. GOVERNING LAW

Both Parties agree that the validity, construction and performance of this Artist Agreement shall be governed by English law, and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

This Agreement, dated Friday, 27th November 2006 is entered into by and between the two parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by

Signed by, or on Behalf of (Artist)

MOBISODES



WHAT ARE THEY?

Similar to podcasts, mobisodes are programmes transmitted via the internet, but produced specifically to be delivered over mobile phone platforms or other handheld devices. Sometimes they are versions of programmes already made for traditional media; more and more they are “new make” – original programming created specifically for mobile technology. They are usually no more than five minutes in length and are generally not meant to be permanently downloadable.

WHAT HAS EQUITY ACHIEVED SO FAR?

Equity has put in place the world’s first ever working mobisode agreement. It covers everything from expenses to holiday pay, and includes royalty payments, which is a significant achievement.

Our intention is to use this deal as a template for other producers engaging members to work on this platform.

The first deal has been made with producers Hub TV, to cover the production of the series *The Gym*, an original series of multiple episodes meant entirely for mobile phone download.

ARTIST’S AGREEMENT (day player)

DATED:

BETWEEN:-

1. **ARTIST NAME** whose address is **[ADDRESS]** (“the Artist”)
2. Producer and Production Company details:

WHEREAS:

The Producer is making a ‘mobisode’ production entitled (“name”) intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of **[ROLE]** (“the Part”) in the Programme.

NOW IT IS HEREBY AGREED AS FOLLOWS:

TERMS:

1. MOBISODE

For the purpose of this agreement ‘a mobisode’ is an entertainment Programme, not exceeding “time” in duration produced by (“producer”) on behalf of (“commissioner”). A mobisode is produced for exhibition on a screen of a handheld device such as a mobile phone and which the Programme is transmitted via a mobile or internet protocol delivery technology on a non-permanent downloadable basis.

2. ARTIST'S ENGAGEMENT

- 2.1 The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [DATE] to [DATE]/on the following days on [DATE] to [DATE], inclusive ("the Engagement Period").
- 2.2 The Artist will render services on second call prior to the Engagement Period for the purposes of read through and after the Engagement Period for the purposes of added scenes and retakes.

3. ARTIST'S REMUNERATION

The Artist's remuneration shall be no less than as follows:

(i) Daily Rate:

Not less than one hundred and seventy five pounds (£175) for up to (11) hours during which one and a half hours (1 ½) shall be taken as break, one break of not less than one (1) hour shall be given not more than five (5) hours from the start of the session.

(ii) On payment of the artists aggregate earnings ("the producer") shall acquire the right to no more than 20,000 downloads of the title

(iii) Overtime

Not less than £6.25 for each 15 minutes or part thereof.

(iv) In negotiating artists fee it is agreed that the fee must reflect the role and nature of the engagement and the number of episodes, segments and instalments' into which the artists performance maybe incorporated

(v) Rehearsal (s)/Read-through

Not less than sixty five pounds (£65) for each day or part thereof

vi) Additional day(s)

Not less than a fee of one hundred and seventy five pounds sterling (£175) per day

(vii) Multi Episodic

On payment of 50% of the artists aggregate earnings the producer shall acquire the right to incorporate the artists performance into not more than 13 episodes, segments and instalments and thereafter the after the artist shall receive 50% of their aggregate earnings for each 13 episode blocks

(viii) Voiceover

Not less than a fee of one hundred and thirty pounds (£130) per 2 hours

(ix) Fitting

Not less than a fee of sixty five pounds (£65)

- 3.1 The "Artist's Aggregate Fee" is the total Weekly and /or Daily Rate payable to the Artist.
- 3.2 All sums payable to the Artist for the initial performance fee(s) shall be due and payable within fourteen (14) days of the last day of engagement.
- 3.3 Royalties due to the Artist shall be made, upon signature of this Agreement, on a quarterly basis, 30 days in arrears and upon presentation of an invoice. ("Producer") shall accompany such payments with clear and detailed statements of account ("Statement") setting out details of all sales and distribution revenues generated therefrom, to the person identified in the Agreement at the address set forth for such person in the Agreement no later than 30 (thirty) days following the end of each calendar quarter such quarters ending on 31st March, 30th June, 30th September and 31st December of each year.
- 3.4 The producer will pay to the Artist the following royalties for the exploitation of the program via mobile phone:
- 3.5 **Carrier revenue within the UK:** Engagement inc 20,000 downloads. Additional 5% of the artists aggregate earnings should 50,000 downloads be reached, and structure per 50,000 downloads thereafter on payment of 5% of the artists aggregate earnings per tranche
- 3.6 **Markets outside of UK:** 17% of combined Producer's Net Receipts arising from the downloads to the extent actually received by the Producer paid pro rata according to the Artists aggregate earnings. Producers Net

Receipts being deemed as all gross receipts received from international sales with all necessary deductions made (further format fees, management costs, sales agents fees and other additional direct costs incurred through the sale of the program)

4. AUDIT

The Producer shall maintain full and accurate books of accounts and records ("Accounts") of its receipts from all sales of the Programme(s). The Artist or its duly authorised representative(s) may, during normal business hours and upon not less than 14 days notice, inspect the Producer's books of Accounts insofar as they relate to the Programme and at the Artist's cost take copies and extracts therefrom. The Producer shall, without prejudice to any other rights or remedies available to the Artist, pay to the Artist the amount of any understatement revealed, the Producer shall additionally reimburse to the Artist the costs of such examination and audit.

5. EXPENSES

Any expenses due to the Artist in performing his/her obligation under this Agreement will be subject to agreement between the Producer and the Artist and/or their representative and paid upon production of a legitimate receipt.

6. HOLIDAY PAY

- 6.1 An Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.
- 6.2 The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period, e.g., at least two days notice for one day of holiday.
- 6.3 In addition, subject to the agreement of the Producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested.
- 6.4 Days of holiday taken during the period of the engagement shall be paid at the same rate as if they were days of work.
- 6.5 If at the end of the engagement an Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. A payment of £100 shall be made for every full day of holiday accrued but not taken. As an alternative, payment for holiday due but not taken can be calculated at the rate of £8.33 for each day an Artist works.

7. CREDIT

To be agreed in "good faith" between the parties.

8. ARTIST'S UNDERTAKINGS AND WARRANTIES

- 8.1 The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder.
- 8.2 The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme **PROVIDED THAT** such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself.
- 8.3 The Artist grants all consents under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force which the Producer may require for the making and use of the production subject to the restrictions on use of the production contained in the Agreements.
- 8.4 Uses of the production shall be paid for in accordance with the fee arrangements as set out in the Agreements.

9. MISCELLANEOUS

- 9.1 No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist.
- 9.2 The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement provided that the assignee undertakes the obligations of the Producer under the Agreement and under the Artist's Form of Engagement.
- 9.3 The Artist shall thereupon render services to the assignee and shall look primarily to the assignee for fulfilment of the Producer's obliga-

tions, but as between the Artist and the Producer, the Producer shall not be released from any of the obligations imposed on the Producer under this Agreement or the Artist's Form of Engagement which shall remain in full force and effect insofar as the same shall not have been fulfilled by the assignee.

9.4 The Producer agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Producer will also assign all rights and obligations under this Agreement to the assignee including the obligation to make all use fee payments in accordance with the Agreement. The Producer will ensure that a further clause is included in the assignment to the third party assignee together with a clause requiring the third party to ensure that all rights and obligations under the Agreement shall be incorporated in all and any future and further assignments.

9.5 In the absence of the incorporation of these clauses in such assignments the Producer and/or the previous assignee shall remain liable to the Artist.

10. ADDITIONAL RIGHTS OF USE

Any rights of transmission, exhibition or other uses of the production that are not provided for in this Agreement shall be subject to agreement between the Producer and the Artist and/or their representative.

Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Producer and the Artist and/or their representative.

11. SUSPENSION

The Producer may suspend the Artist's engagement by notice in writing effective immediately during the period of engagement and 24 hours after service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries).

12. AGENCY

All sums payable to the Artist shall be paid to the Artist's agent [NAME] and all notices shall be sent to and negotiations conducted through such agent.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement.

14. GOVERNING LAW

Both Parties agree that the validity, construction and performance of this Artist Agreement shall be governed by English law, and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

This Agreement, dated **(DATE)** is entered into by and between the two parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by

Signed by, or on Behalf of (Artist)

ARTIST'S AGREEMENT (principal cast)

DATED:

BETWEEN:-

1. **ARTIST NAME** whose address is [ADDRESS] ("the Artist")
2. Producer and Production Company details:

WHEREAS:

The Producer is making a 'mobisode' production entitled ("name") intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of [ROLE] ("the Part") in the Programme.

NOW IT IS HEREBY AGREED AS FOLLOWS:

TERMS:

1. MOBISODE

For the purpose of this agreement 'a mobisode' is an entertainment Programme, not exceeding ("time") in duration produced by ("producer") on behalf of ("commissioner"). A mobisode is produced for exhibition on a screen of a handheld device such as a mobile phone and which the Programme is transmitted via a mobile or internet protocol delivery technology on a non-permanent downloadable basis.

2. ARTIST'S ENGAGEMENT

- 2.1 The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [DATE] to [DATE]/on the following days on [DATE] to [DATE], inclusive ("the Engagement Period").
- 2.2 The Artist will render services on second call prior to the Engagement Period for the purposes of read through and after the Engagement Period for the purposes of added scenes and retakes.

3. ARTIST'S REMUNERATION

The Artist's remuneration shall be no less than as follows:

(i) Weekly Rate

Not less than eight hundred and fifty pounds (£850) for working days of up to 6 days of eleven (11) hours during which one and a half hours (1½) shall be taken as break daily with one break of not less than one (1) hour given not more than five (5) hours from the start of the session

(ii) On payment of the artists aggregate earnings ("producer") shall acquire the right to no more than 20,000 downloads of the title

(iii) Overtime

Not less than £6.25 for each 15 minutes or part thereof

(iv) In negotiating artists fee it is agreed that the fee must reflect the role and nature of the engagement and the number of episodes, segments and instalments' into which the artists performance maybe incorporated

(v) Rehearsal(s)/Read-through

Not less than sixty five pounds (£65) for each day or part thereof

(vi) Additional day(s)

Not less than a fee of one hundred and seventy five pounds sterling (£175) per day

(viii) Voiceover

Not less than a fee of one hundred and thirty pounds (£130) per 2 hours

(ix) Fitting

Not less than a fee of sixty five pounds (£65)

- 3.1 The "Artist's Aggregate Fee" is the total Weekly and /or Daily Rate payable to the Artist.
- 3.2 All sums payable to the Artist for the initial performance fee(s) shall be due and payable within fourteen (14) days of the last day of engagement.
- 3.3 Royalties due to the Artist shall be made, upon signature of this Agreement, on a quarterly basis, 30 days in arrears and upon presentation of an invoice. ("Producer") shall accompany such payments with clear and detailed

statements of account ("Statement") setting out details of all sales and distribution revenues generated therefrom, to the person identified in the Agreement at the address set forth for such person in the Agreement no later than 30 (thirty) days following the end of each calendar quarter such quarters ending on 31st March, 30th June, 30th September and 31st December of each year.

- 3.4** The producer will pay to the Artist the following royalties for the exploitation of the program via mobile phone:
- 3.5 Carrier revenue within the UK:** Engagement inc 20,000 downloads. Additional 5% of the artists aggregate earnings should 50,000 downloads be reached, and structure per 50,000 downloads thereafter on payment of 5% of the artists aggregate earnings per tranche
- 3.6 Markets outside of UK:** 17% of combined Producer's Net Receipts arising from the downloads to the extent actually received by the Producer paid pro rata according to the Artists aggregate earnings. Producers Net Receipts being deemed as all gross receipts received from international sales with all necessary deductions made (further format fees, management costs, sales agents fees and other additional direct costs incurred through the sale of the program)

4. AUDIT

The Producer shall maintain full and accurate books of accounts and records ("Accounts") of its receipts from all sales of the Programme(s). The Artist or its duly authorised representative(s) may, during normal business hours and upon not less than 14 days notice, inspect the Producer's books of Accounts insofar as they relate to the Programme and at the Artist's cost take copies and extracts therefrom. The Producer shall, without prejudice to any other rights or remedies available to the Artist, pay to the Artist the amount of any understatement revealed, the Producer shall additionally reimburse to the Artist the costs of such examination and audit.

5. EXPENSES

Any expenses due to the Artist in performing his/her obligation under this Agreement will be subject to agreement between the Producer and the Artist and/or their representative and paid upon production of a legitimate receipt.

6. HOLIDAY PAY

- 6.1** An Artist shall be entitled to paid holiday calculated at four weeks a year on a pro rata basis.
- 6.2** The Producer may nominate periods of holiday and will provide at least twice as much notice as the length of the nominated period, e.g., at least two days notice for one day of holiday.
- 6.3** In addition, subject to the agreement of the Producer, holiday may be taken at times requested by the Artist. The Artist must give at least twice as much notice as the length of the period requested.
- 6.4** Days of holiday taken during the period of the engagement shall be paid at the same rate as if they were days of work.
- 6.5** If at the end of the engagement an Artist has not taken all the holiday due to them then payment shall be made in lieu of holiday accrued but not taken. A payment of £100 shall be made for every full day of holiday accrued but not taken. As an alternative, payment for holiday due but not taken can be calculated at the rate of £8.33 for each day an Artist works.

7. CREDIT

To be agreed in "good faith" between the parties.

8. ARTIST'S UNDERTAKINGS AND WARRANTIES

- 8.1** The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder.
- 8.2** The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme PROVIDED THAT such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself.
- 8.3** The Artist grants all consents under the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the

time being in force which the Producer may require for the making and use of the production subject to the restrictions on use of the production contained in the Agreements.

8.4 Uses of the production shall be paid for in accordance with the fee arrangements as set out in the Agreements.

9. MISCELLANEOUS

9.1 No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist.

9.2 The Producer may at any time assign to any person, firm or company the whole or any part of the benefit of the Artist's engagement provided that the assignee undertakes the obligations of the Producer under the Agreement and under the Artist's Form of Engagement.

9.3 The Artist shall thereupon render services to the assignee and shall look primarily to the assignee for fulfilment of the Producer's obligations, but as between the Artist and the Producer, the Producer shall not be released from any of the obligations imposed on the Producer under this Agreement or the Artist's Form of Engagement which shall remain in full force and effect insofar as the same shall not have been fulfilled by the assignee.

9.4 The Producer agrees that, in the event of an assignment or partial assignment of the copyright in the programme to a third party assignee, the Producer will also assign all rights and obligations under this Agreement to the assignee including the obligation to make all use fee payments in accordance with the Agreement. The Producer will ensure that a further clause is included in the assignment to the third party assignee together with a clause requiring the third party to ensure that all rights and obligations under the Agreement shall be incorporated in all and any future and further assignments.

9.5 In the absence of the incorporation of these clauses in such assignments the Producer and/or the previous assignee shall remain liable to the Artist.

10. ADDITIONAL RIGHTS OF USE

Any rights of transmission, exhibition or other uses of the production that are not provided for in this Agreement shall be subject to agreement between the Producer and the Artist and/or their representative.

Such subsequent agreement shall then be deemed to be included in and part of the Artist's original Form of Engagement between the Producer and the Artist and/or their representative.

11. SUSPENSION

The Producer may suspend the Artist's engagement by notice in writing effective immediately during the period of engagement and 24 hours after service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries).

12. AGENCY

All sums payable to the Artist shall be paid to the Artist's agent [NAME] and all notices shall be sent to and negotiations conducted through such agent.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement.

14. GOVERNING LAW

Both Parties agree that the validity, construction and performance of this Artist Agreement shall be governed by English law, and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

This Agreement, dated (DATE) is entered into by and between the two parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by

Signed by, or on Behalf of (Artist)



COMPUTER GAMES

WHAT ARE THEY?

“Computer games” is a general term covering most interactive games played on personal computers, mobile devices, or dedicated games consoles such as Nintendo DS or Playstation.

The games industry is now worth more worldwide than the film industry. It is a massive, global industry, encompassing everything from games that are played without internet connection on personal computers, mobile devices or games consoles, to the internet-based MMOs (Massively Multiplayer Online games, such as World of Warcraft) that can involve thousands of players worldwide. No longer the preserve of teenagers, there are even games and websites specifically aimed at the under-tens, such as Club Penguin and Webkinz.

For Equity members, this burgeoning field provides an array of opportunities in several different areas including directing, voiceover and motion capture. Motion capture is a relatively new field for actors, involving the digital capture of an actor’s movements to aid game animators in creating realistic characters.

WHAT HAS EQUITY ACHIEVED SO FAR?

A high number of Equity stuntmen and featured artists have benefited from Equity’s guidelines on minimum fees and usage fees for Motion capture. The levels of payment in this agreement are regularly updated and generally closely follow the rates in the PACT TV agreement. Please contact Alexandra Moreau at amoreau@equity.org.uk for a copy of these terms.

Equity is currently in negotiation with Electronic Arts, one of the biggest games companies, to update the existing agreement originally negotiated in 1995. The updated agreement will be made more concise but will keep the essential 1995 items, and will ensure complete coverage of our members’ work and usage fees.

MOTION CAPTURE RATES (for featured artists)

1. ENGAGEMENT FEE

- 1.1 The Artist shall be paid an engagement fee of not less than £477 for the first day worked in each and every consecutive seven-day period.
- 1.2 In addition to the engagement fee, the Artist shall be paid a non-negotiable production day payment of £53 for each subsequent day worked beyond the first day.
- 1.3 If the Artist is required to render services on the seventh day, the Artist shall receive an enhanced production day payment of £79.17

2. REASONABLE DIRECTION

The Artist will perform certain movements as reasonably directed by the producer.

3. AVAILABILITY

It is a fundamental term of the agreement that the Artist will be available for both the rehearsal and production weeks.

4. ADDITIONAL FEES

The producer will pay the Artist the following additional fees:

4.1 Remote Delivery

If the interactive entertainment product is accessed for use by remote delivery, 100% of the total, aggregate fee shall be paid to the Artist.

4.2 Integration

If the data is used or integrated in one or more version or title, other than the "product's name", 100% of the total aggregate fees shall be paid to the Artist.

4.3 For the avoidance of doubt, payment made under 4.2 would not be for integration into different platforms or machine versions of the product itself (for example, PSX or Sega Saturn machine) which is covered by the initial fees referred to in paragraph 3 herein)

5. PAYMENT

The Artist's rehearsal fees will be paid at the end of the rehearsal period, likewise the production fees will be paid to him/her, at the end of the production week.

6. TERMINATION

If the producer terminates the engagement of the Artist on the grounds of serious or gross misconduct, the producer shall give the Artist notice of such termination in writing specifying the alleged misconduct.

7. CREDIT

The producer shall credit the Artist on-screen in the product.

MOTION CAPTURE RATES (for stunt performers/ stunt co-ordinators)

1. ENGAGEMENT FEES

- 1.1 The Stunt Performer shall be paid a daily fee of not less than £396.56 and/or a weekly fee of not less than £1586.27 for each day and/or week they are engaged.
- 1.2 The Stunt Co-ordinator shall be paid a daily fee of not less than £527.98 and/or a weekly fee of not less than £2,111.94 for each day and/or week for which they are engaged.
- 1.3 Where a Stunt Performer is engaged as a Stunt Performer on the same day the Stunt Co-ordinator shall be engaged on two contracts but any further payments over and above the daily fee shall only apply to the higher paid of the two contracts.

2. REASONABLE DIRECTION

The Artist will perform certain movements as reasonably directed by the producer.

3. AVAILABILITY

It is a fundamental term of the agreement that the Artist will be available for both the rehearsal and production weeks.

4. ADDITIONAL FEES

The producer will pay the Artist the following additional fees:

- 4.1 **Remote Delivery**
If the interactive entertainment product is accessed for use by remote delivery, 100% of the total, aggregate fee shall be paid to the Artist.
- 4.2 **Integration**
If the data is used or integrated in one or more version or title, other than the "product's name", 100% of the total aggregate fees shall be paid to the Artist.
- 4.3 For the avoidance of doubt, payment made under 4.2 would not be for integration into different platforms or machine versions of the product itself (for example, PSX or Sega Saturn machine) which is covered by the initial fees referred to in paragraph 3 herein)

5. PAYMENTS

The Artist's rehearsal fees will be paid at the end of the rehearsal period, likewise the production fees will be paid to him/her, at the end of the production week.

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If the producer terminates the engagement of the Artist on the grounds of serious or gross misconduct, the producer shall give the Artist notice of such termination in writing specifying the alleged misconduct.

7. CREDIT

The producer shall credit the Artist on-screen in the product.

INTERNET-ONLY PRODUCTIONS



WHAT ARE THEY?

As the name suggests, internet-only productions are productions meant purely for an internet platform and are not intended for use with traditional media. Internet-only production is another area of very rapid growth, that includes radio shows, soap operas, short films, advertising clips and so on, sometimes posted as viral videos (or **virals** for short). Virals are video clips which are spread through internet sharing such as email, instant messaging (IM), and media websites such as YouTube. Virals are becoming increasingly popular with advertisers and film companies as an inexpensive way to market their products. The use of virals and the rates members receive for their work in this field is currently being discussed in negotiations with the IPA. Advertising in the New

Media has its own working group within Equity. You can get more information about their work by contacting Judy Franks at jfranks@equity.org.uk.

WHAT HAS EQUITY ACHIEVED SO FAR?

Equity has negotiated guidelines with the PMA covering amongst other things, minimum engagement fees, usage fees and merchandising receipts.

ARTIST'S AGREEMENT

DATED:

PARTIES:

of

("the Artist")

of

("the Producer")

PREAMBLE:

The Producer is making an audio visual programme provisionally entitled [] ("the Programme") intended for remote delivery as defined below and the Producer wishes to engage the services of the Artist to play the part of [] ("the Part") in the Programme

TERMS:

1. REMOTE DELIVERY

For the purpose of this agreement 'remote delivery' shall mean any system by or through which audio-visual, audio and/or visual product may be accessed for use from a location that is remote from the processing unit on which such product is stored when accessed. Such systems shall include but not be limited to on-line service over cable television lines, telephone lines, microwave signals, radio waves, wireless cable or any other service or method now known or hereinafter invented for the delivery or transmission of such product and the processing unit on which the product is stored hereinafter referred to as a 'website'

2. ARTIST'S ENGAGEMENT

2.1 The Artist will render services on first call in the rehearsal, photography and recording of the Part for the period [] to []/on the following days [] ("the Engagement Period")

2.2 The Artist will render services on second call prior to the Engagement Period for the purposes of wardrobe/read through and after the Engagement Period for the purposes of added scenes, retakes and ADR.

3. ARTIST'S REMUNERATION

The Artist's remuneration shall be no less than as follows:

Daily Rate:	£150 for working days of up to ten (10) hours (including one hour meal break)
Weekly Rate:	£750 for five (5) working days
Overtime:	One fifth Daily Rate
Wardrobe:	£65 for up to four (4) hours. £ per hour or any part thereof for any further hour or hours.
Rehearsal/Readthrough:	£65 for each day or part thereof
ADR:	£65 for up to two hours; £[] per hour or any part thereof for any subsequent fees.
Added Scenes:	Daily Rate
Voice over rate:	£130 for a two hour session

3.1 Multi-Episodic Use

Weekly/Daily/ Voice over rate grants the incorporation of material into 1 episode

2nd Episode 50% of aggregate weekly/daily/voice over rate(s)

3rd Episode 100% " " " "

4th Episode 150% " " " "

5th Episode 200% " " " "

3.2 The "Artist's Aggregate Fee" is the total Weekly and/or Daily Rate payable to the Artist. All sums payable to the Artist shall be due and payable no later than the Friday in the week following the week in which the services were rendered

3.3 If the Producer does not call the Artist to render services during the Engagement Period or any part thereof the Artist shall be deemed to have attended for the purposes of payment due to the Artist and such payment shall be included in the Artist's Aggregate fee for the purpose of calculation and payment of use fee

3.4 The payments made to the Artist will pre-purchase unlimited showings by remote delivery over a period ("the Initial Period") of only six (6) months commencing on the date of the first showing or one year from completion of principal photography (whichever is the earlier) and on one website only, which website must be uplinked from the United Kingdom of Great Britain and Northern Ireland ("UK")

For further remote delivery the Producer will pay to the Artist :

(i) For further UK usage on the same website and for a period of twelve (12) months from expiry of the Initial Period a sum equal to 100% of the Artist's Aggregate Fee. Such sum shall be payable within thirty (30) days of expiry of the Initial Period, time being of the essence.

(ii) For unlimited usage on further English language websites for a period of twelve (12) months from date of payment] a sum equal to 100% of the Artist's Aggregate Fee in respect of each such website.

(iii) For unlimited usage of foreign language versions of the Programme for a period of twelve (12) months [from day of payment] a sum equal to 100% of the Artist's Aggregate Fee in respect of each such website.

3.6 Other Use Fees

Per UK TV Transmission: As per the relevant Equity/PACT/BBC/ITV TV Production Agreement

Video CD Rom/DVD: For three year period from completion of the Programme: 50% of the Artist's Aggregate Fee for each language version of

the Programme

Audio CD: For three year period from completion of Programme: 25% of the Artist's Aggregate Fee for each language version of the Programme

UK Cable/Satellite: As per the relevant Equity TV Agreement

UK and Foreign Theatrical Rights: For a three year period from completion of the Programme: 100% of the Artist's Aggregate Fee

Foreign Theatrical Rights (excluding USA and Canada) For a three year period from completion of the Programme: 100% of the Artist's Aggregate Fee

USA (and Canada) Television of all kinds: As per the SAG or ACTRA TV Agreement

Rest of World Television of all kinds: For a three year period from completion of the Programme: 55% of the Artist's Aggregate Fee

Guidelines for Independent Radio Producers for Drama/Light Ent Programmes commissioned by the BBC 2005

All other uses: To be negotiation with the Artist

4 MERCHANDISING RECEIPTS

Not less than one per cent (1%) of the Net Receipts earned from the exploitation of any merchandising and sponsorship rights shall be allocated for payment to the cast of the Programme. The Artist shall be entitled to receive a proportion of such 1%, such proportion being the total divided by the number of the members of the cast

The expression 'Net Receipts' means all sums so earned after deduction only of commission payable to merchandising agents. The Producer will account to the Artist for the Artist's share of the Net Receipts no less than quarterly for the first two (2) years from completion of the Programme and thereafter no less than six monthly. The Artist shall have the right to inspect and audit the books of the Producer relating to Net Receipts

5 EXPENSES AND BENEFITS

The Producer shall provide or pay for the following:

- 5.1 Transport to and from filming locations, a car and driver to transport the Artist at any time the Artist is called upon to render services hereunder to and from the place of work at the beginning and end of each day. Such car may be shared. The Producer shall further provide or pay for hotel accommodation of equal standard to that provided for any other member of the cast whilst on location
- 5.2 An allowance of £() per day to help defray the Artist's out of pocket expenses whilst on a distant location that involves an overnight stay
- 5.3 Dressing room facilities for the Artist and whilst on location the use of a caravan or equivalent. Such facilities to include a toilet

6 CREDIT

To be agreed between the parties

7 DUBBING

The Producer will have the right to dub the Artist's voice for foreign language versions only

8 ARTIST'S UNDERTAKINGS AND WARRANTIES

- 8.1 The Artist will comply with all rules and regulations in force at such places at which he/she is required to render services hereunder
- 8.2 The Artist hereby consents to the use by the Producer of his/her name and approved biography and likeness in connection with the publicity for the Programme PROVIDED THAT such name or likeness or biography is not used so as to suggest in any way that the Artist uses or endorses any goods or services other than the Programme itself

9 MISCELLANEOUS

- 9.1 No part of the Artist's performance shall be used in any other programme without a prior licence from the Artist
- 9.2 On any day on which the Artist is required to attend following a call and on which work is cancelled due to adverse weather conditions or for any other reason other than the default of the Artist the Artist shall

be paid for such day

- 9.3** The provisions set out in Clause (T21), paragraphs 1-11 inclusive of the agreement dated October 2005 entitled 'Television Production Agreement' ('the PACT agreement') and made between the Producers Alliance for Cinema and Television ('PACT') and the British Actor's Equity Association ('Equity') shall apply to this agreement and be deemed incorporated herein as if the Producer and the Artist were the parties to that agreement in place of PACT and Equity
- 9.4** where the total period of engagement hereunder is in excess of thirteen (13) weeks the Artist shall be entitled to one week's paid holiday for each thirteen weeks worked and pro rata for any part thereof
- 9.5** The Producer shall be entitled to assign the benefit of this agreement to any third party provided that the Producer remains liable for its obligations hereunder
- 9.6** The Producer shall furnish all wardrobe, wigs and wearing apparel necessary for the Part and the same shall at all times remain the property of the Producer

10 SUSPENSION

The Producer may suspend the Artist's engagement by notice in writing effective immediately during principal photography and 24 hours after service of such notice at any other time if the production of the Programme is prevented interrupted or delayed by any event of 'force majeure' (as that expression is understood in the international film and television industries)

11 AGENCY

All sums payable to the Artist shall be paid to the Artist's agent () and all notices shall be sent to and negotiations conducted through such agent

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this agreement do not intend that any term of this agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any party who is not party to this agreement

13 GOVERNING LAW

This agreement shall be construed in accordance with and governed by the laws of England and Wales

SIGNED

(Producer)

SIGNED

(Artist)

GLOBAL UNION CO-OPERATION

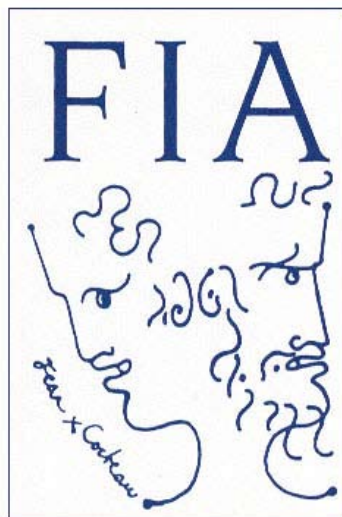


Following a meeting of the English speaking group of the International Federation of Actors (FIA), including Equity UK, the Screen Actors Guild (SAG), the American Federation of Television and Radio Artists (AFTRA), Actors' Equity Association (AEA) US and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA), it was agreed to enact Equity UK's idea that this group should establish an intranet to which all constituent members of the English speaking group could contribute and participate.

In 2006 ACTRA and its IT support established a collaborative website, intended to be a secure environment in which the guilds share information regarding new media from their

home territories. The site now has 12 guilds/unions participating with a wealth of material being made available on the site for the benefit of each Union. It is hoped that in areas where no standard and/or collective agreements exists, the Unions shall consent to broad terms of agreements to which members of FIA shall abide, while still giving each member Union enough scope to negotiate according to the needs of its home market.

Ultimately, as projects increasingly go worldwide, it would mean a synchronization of terms and conditions, as well as rates, making it more difficult for producers to undercut pay and conditions by going to a different territory.



ACTRA





GUIDE TO COMMON TERMS

Important Note – Where reference is made to terms contained within the Equity/Pact/TV agreement, this paper is no substitute for examining the agreement. Where legal terms are defined here, this is no substitute for taking professional advice (such as from a lawyer or Equity). Contact details for Equity's Film & TV Department appear at the end of this document.

Items appearing in italics in the text are defined elsewhere in this document.

ADR – Additional Dialogue Replacement – This refers only to general vocalisations added to a film. It does not apply to the replacement of a character's entire vocal performance (*re-voicing*) nor does it apply to an artist replacing sections of their own dialogue (*post-synching*).

Ancillary use – TV commercial term referring to any use of a commercial other than its use on TV, i.e. cinema, website etc. ...

Base – A term from the Equity/Pact Cinema agreement, which refers to the place where a substantial portion of an individual artist's work takes place. This should be designated in the contract. Note that the designated base can vary between artists.

BECS – British Equity Collecting Society – This organisation was set up by Equity to enforce the statutory rights of audiovisual performers in the UK and to collect revenue from the exploitation of these and other rights in European countries. BECS has negotiated agreements with all of the main collecting societies in Europe for the payment of *performers' rights* for British TV and film productions. Website – www.equitycollecting.org.uk.

Blue screen – System for special effects and CGI where actors are filmed against a blue background, which is later replaced by a CGI-generated background. *Green screens* are now increasingly being used instead as they work better than blue for digital cameras.

Bluetooth – This is a technical specification for a method of connecting, wirelessly, electronic devices such as computers, mobile phones, PDAs i.e. two devices with Bluetooth will be able to communicate with each other without having a cable connecting them together. The similarities with *Wi-Fi* are pronounced but Bluetooth operates with a lower signal strength than *Wi-Fi*, producing a slower and less secure connection, and is thus mainly used for connections such as those between a mobile phone and its hands-free headset.

Blu-ray – One of the competing formats for high definition DVDs, manufactured by Sony.

Broadband – A high speed internet connection.

Broken week – An incomplete week at the end of an engagement. Under the terms of the Equity/Pact Cinema Agreement, a broken week is any period of three consecutive days or less following the last complete week of an engagement.

BSF – Basic Studio Fee – TV commercial term referring to the amount an actor receives for the shoot. This is then used to calculate the repeat fees that are due when the commercial is aired. For more details, see the *Equity Guide to Working in TV Commercials*.

CGI – Computer-Generated Imagery – i.e. computer derived special effects.

Deferred payment – Some element of payment for work will only be paid after the film is released or sold. Each case will be determined by the exact wording of the contract. The reality is that *deferred payment* usually means no further payment and thus Equity recommends that members do not work on such contracts.

DRM – Digital Rights' Management – This refers to systems in place on DVDs, computers etc. to limit the life and/or usage of downloaded material. For example, seven days after a programme transmission date the programme file expires (using DRM software) and users will no longer be able to watch it. DRM also prevents users emailing the files to other computer users or sharing it via disc.

Download to own – Material (i.e. a film or TV programme) transmitted to an individual computer, via a broadband connection, that will remain on the computer's hard-disk.

Download to rent – Material transmitted to an individual computer, via a broadband connection, that must be viewed within a certain period of time before it self-deletes.

DVRs – Digital Video Recorders – like digital VCRs that allow consumers to “time-shift” programming. Most DVRs also allow viewers to skip over commercials in recorded programs, and some even enable users to transfer programs to personal computers, DVDs, and PMPs.

Favoured nations – usually refers to the whole cast, or a section of the cast, on a film or TV production being engaged on the same terms. However, it is always worth asking exactly what this means as this can vary between companies.

First call – This is the period during which an artist is directly working for the employer and will be explicitly defined within the contract. During this period, an artist must have the explicit permission of their employer to undertake work for another employer.

Green screen – See entry for *blue screen*.

HD – High Definition – New standard for TV transmissions/DVDs which results in a much sharper and more detailed picture than current TV or DVDs can produce.

HD-DVD – High Definition DVD – The alternative format to *Blu-ray* for high definition DVDs, manufactured by Toshiba.

Interactive – usually refers to CD-ROMs, video games and other such devices, where the content can be manipulated by the owner/user.

IP – Intellectual Property – This is the generic name for copyright, patent and design rights, now enshrined in law to one degree or another in most countries.

Linear & non-linear services – TV or internet services which are transmitted in a schedule to the consumer (for example BBC1 or ITV) are linear; the consumer cannot choose to access any programme(s) at the time they want. Non-linear services refer to services in which the consumer has some or total control over when a programme/film is received (for example *video on demand*).

Mobisodes – This is an entertainment programme, not exceeding five minutes in length, which is either a stand alone production or is produced as an accompanying title for a known series/programme. These are produced for display on the screen of a handheld device (e.g. mobile phone) and the programme is transmitted via the mobile network or the internet, on a non-permanent basis.

Moral rights – There are no moral rights at present in the UK for audio-visual performers. From February 2006, there are moral rights for audio performances due to new regulations inserted into the Copyright, Designs & Patents Act 1988.

Motion/performance capture – The process by which an artist’s movements are recorded onto a computer for changing into a *CGI* image to appear in the production. A recent example of this would be in *King Kong*, where Kong’s movements were those of an actor which were replaced on screen by the computer-generated ape.

Multi-episodic – TV term meaning that an artist’s performance is incorporated into more than one episode. Note: this will usually trigger an additional payment under the Equity/Pact TV agreement.

Network TV – This refers to the main terrestrial broadcasters/stations, i.e. BBC, ITV, Channel 4 and Five.

Non-resident location – A term from the Equity/Pact Cinema agreement. A location to which an artist can travel to & from via the designated *base*, where the *base* is within 20 miles from Charing Cross or is one of the studios within 30 miles of Charing Cross. A non-resident location is anywhere more than 20 or 30 miles respectively from Charing Cross. In the case of *bases* anywhere else, the distance to a non-resident location is anywhere more than 10 miles from such a *base*.

Non-theatrical use – Any showing of a film/TV programme to an audience who are not required to make a specific payment for seeing it (e.g. when a film is shown on an aeroplane).

On or About – This will be used to indicate that the start date of a contract can either be delayed or brought forward. This term is prevalent in the industry but does not actually exist in the Equity/Pact Cinema agreement. There is, however, a provision in the Equity/Pact Cinema agreement to vary the beginning of weekly contracts. Most contracts, including the standard Pact/Equity film contract, will also have a provision to extend the period of *first call* at the end of the contract to take account of possible delays in principal photography. As its meaning is not clear, whenever you see this on your contract, you should query its exact meaning.

Pact – Producers’ Alliance for Film & Television – The main employers’ organisation for film and independent TV producers. Equity has agreements with Pact for both film and independent TV production. Website – www.pact.co.uk

Pay or play – An American term (although in widespread usage in the UK) that applies to contracts where, once signed, the artist will receive (usually) full payment even if the film never enters production. This type of contract will generally only be given to leading artists.

PDA – Personal Digital Assistant – A handheld computer, initially designed as a personal organiser but now having considerably more functions. The most prominent brand is *Palm*.

Per diems – A sum covering daily expenses. This is not included in any of the Equity agreements and should be negotiated separately.

P2P – Peer-to-Peer – A term used to describe a group of methods for more efficiently delivering content to a consumer over the Internet. These systems make it possible for pieces of content to be simultaneously delivered from more than one source, speeding up distribution. For example, when a movie is delivered over a P2P network, the first and second frames may come from two different sources.

Performers’ rights – Performers’ rights refer to the range of statutory rights that entitle performers to payments when, for example, their performances are reproduced, copied or aired publicly. *BECS* collects revenue from such rights from other European countries on behalf of British audiovisual performers. Rights currently yielding remuneration for British artists include the rental right, which is paid to rights-holders for the use of their work in the rental market; the private copying right that comes from levies on blank media or recording equipment to compensate rights-holders for legalised copying of their work for private use; and the cable retransmission right that is paid to performers when their work is included in a television signal that is simultaneously retransmitted over a cable network.

Principal photography – The main period of filming, after rehearsals and other preparatory works have been completed.

Placeshifting – The practice of watching or listening to video or audio programmes in a different venue than was originally intended. One such example would be to send a live broadcast of a TV show from your home to your mobile phone so you could enjoy the programme while on the road. **Location free** technology makes this possible.

Platform – The technology or device used to deliver a film/programme to the consumer, i.e. on a TV set, at a cinema, on a DVD, the internet, etc...

Podcast – This refers to a method of distributing programmes through the internet for use on mobiles and PCs, MP3 players. *RSS* technology is used to deliver these *webisodes* on a regular subscription basis.

Portals – Websites like Google, Yahoo, YouTube and MySpace that can either act as a starting point to discovering content on the Internet, or that can actually deliver content themselves.

Post-production – The period after principal photography has finished, where editing, *post-synching* etc. is undertaken. This can last from a couple of months to years, in the case of *CGI*-heavy films.

Post-synching – Replacement of parts of an artist’s dialogue by the original artist, usually when parts of dialogue are unclear on the soundtrack.

PVR – Personal Video Recorder – The commercial names of these include *Sky box* and *Tivo*.

Resident location – A term from the Equity/Pact Cinema Agreement. This refers to a location within the UK where it is not possible or feasible for the artist to travel to every day.

Re-voicing – Replacement of artist’s vocal performance, usually in its entirety.

Repeat fee – Under the 1991 TV Commercials Agreement, artists are paid once for their work shooting a commercial and then paid repeat fees for its use, dependent on how many times the commercial is shown. For more details, see the *Equity Guide to Working in TV Commercials*.

RSS – Real Simple Syndication – The technical specification used to deliver podcasts.

Secondary TV – This refers to all broadcasters/stations, other than the *network TV*.

Second Call – Under the Equity/Pact Cinema & TV agreements, an artist is under *second call* from the moment that they sign their contract. During this period of *second call*, the artist is only available to the employer when he/she has no prior commitments to professional engagements elsewhere. Examples of *second call* would be wardrobe/wig & make-up calls prior to the start of *principal photography* and *re-synching* after the end of *principal photography*.

Set-Top-Boxes – Connect to your cable, phone, or Internet connection and produce video output for your TV. They are commonly used to receive and decode digital TV broadcasts, record TV shows (e.g. DVRs), and sometimes even make it possible to surf the Internet through the television.

Simulcast – Refers to a broadcast over two *platforms* simultaneously, e.g. TV & radio/TV & internet.

Split Day – Work that starts during the day and carries on into the night.

Stacking (sometimes called “series stacking”) – The provision of a whole television series for viewing by audiences on non-linear platforms.

Streaming/streamed – This refers to media being accessed (i.e. watched) as it is being delivered, rather than being recorded and watched later.

Tivo – See definition of *PVR/DVR*.

Theatrical use – Showing of a film or TV production in cinemas.

TVR – Television Rating – An audience related calculation based on the number of people who view the commercial at the specific time of each transmission. This affects what fees beyond the *BSF* are paid to an artist. For more details, see the *Equity Guide to Working in TV Commercials*.

Usage/use fees – TV commercial term referring to the additional payments, dependent on the numbers of viewers who see a commercial, which an artist receives on top of their *BSF*.

VOD – Video On Demand – Systems that allow a user to select material, such as TV programmes and films, via an interactive TV channel/system. Material is either *streamed*, to watch immediately, or *downloaded*, to watch later.

Viral Marketing – A technique that is based on the assumption that people will share interesting and entertaining content. Blogs and seemingly amateur videos are often used to create word-of-mouth buzz for a new product or service, generating exposure that is often much more valuable than traditional advertising.

WAP – Wireless Application Protocol – A technical specification for formatting Internet content for mobile devices.

Webisodes – Generally short form content that is distributed on the Internet through a website such as YouTube.

Wi-Fi – A technical specification for a method of connecting, wirelessly, electronic devices such as computers, mobile phones, *PDA*s. Wi-Fi has a stronger and more secure connection than that provided by *Bluetooth* and is thus commonly used for wireless connections between computing devices, due to its better range and security.

WTR – Working Time Regulations – The primary piece of UK legislation covering working hours, breaks and holiday. Under the WTR, you should not work more than 48 hours in a week but this is averaged over a minimum period of 17 weeks or the length of your employment, whichever is the shorter. The employer can ask you to opt-out of this arrangement, provided that you are given the right to terminate your opt-out. A period of notice for you to withdraw your agreement will be specified in any such opt-out document, which is subject to a maximum period of three months.

WTR rest breaks – You are entitled under the WTR to the following breaks; 11 hours rest in each 24 hours, 24 hours rest in each week of seven days **or** 48 hours rest every fourteen days, 20 minutes rest after each six hours of work. Note that these breaks are from when you leave work to when you return, not from when you arrive or leave home. However, these breaks can be varied where there is a need for a continuity of service/production but this is unlikely to apply to most work that would be undertaken by Equity members.

WTR holiday pay – Your employer is obliged to give you holiday pay at the rate of four weeks per year, which is pro-rated for work that is less than one year long. Because of the way the WTR have been implemented, you can only insist on taking leave in the final four weeks of each year of your employment. Thus, for most Equity members, you will not effectively have a right to take holiday but only to receive payment in lieu. Your employer can require that you take holiday while you are working, providing that he/she gives a period of notice equivalent to the holiday period. For example, if your employer wants you to take a one day holiday, then they must give you one day’s notice, if they want you to take a two week holiday then they must give you two week’s notice etc. Holiday pay *must* be shown as a separate item of your pay.

XBox 360 – Microsoft’s latest generation video gaming system, which includes the ability to receive games, movies, TV, and music over the Internet.

FOR MORE INFORMATION

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