

FRAMEWORK AGREEMENT

The Norwegian Playwrights' Association (NDF)

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and

Norsk Rikskringkasting AS (NRK) (The Norwegian Broadcasting Corporation)

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have signed this framework agreement relating to the assignment of the right to produce and use, etc. audiovisual works in the film and television sector from the Author to NRK.

INTRODUCTION

This agreement has been concluded between NDF on behalf of the fiction Authors' organisations and NRK.

The objective of the agreement is to ensure that Authors and NRK share the same understanding of the rights and obligations that arise when an Author assigns to NRK as producer, the right to produce and use an audiovisual work based on the Author's script/literary work.

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1. SCOPE OF THE FRAMEWORK AGREEMENT

The framework agreement regulates contractual terms and conditions for members of

- The Norwegian Playwrights' Association (NDF)
- The Norwegian Authors' Union (DNF)
- Norwegian Writers for Children and Juveniles (NBU)

who hold the copyright to all or parts of a script that forms the point of departure for the production of a dramatic audiovisual work.

The framework agreement shall apply when NRK is producer or the primary producer.

The agreement shall not apply in respect of playwrights employed by NRK.

The parties have drawn up a Standard Contract form to be used for signing individual agreements between the Author and NRK, see appendix 1.

2. DEFINITIONS

a) Author:

The person or persons who hold the copyright to all or parts of a script that constitutes the point of departure for the production of a dramatic audiovisual work for public viewing as a film and/or television production.

Upon the Author's death, his or her legal heirs shall be party to the agreement, insofar as appropriate.

b) Producer:

NRK is considered the producer when the company is the sole producer or the primary producer of the audiovisual work.

c) Script:

The term 'script' refers to the textual basis at different stages of development from synopsis, concept with characters and long lines for the story, and literary works underlying the script, up to and including the full written and completed script.

d) Concept:

The term 'concept' refers to a description of the universe of the drama. The universe embraces all the main characters in the story, with emphasis on the conflict and potential for action. The concept shall normally encompass the main plot, structuring dramatic elements and terms and conditions, and describe the circumstances that tie the main characters to each other, be they physical/geographical, interests, family relationships or related to occupation.

e) Synopsis:

The term 'synopsis' refers to a brief description of the drama's central plot.

f) Treatment:

The term 'treatment' refers to a structuring of the elements of the plot, with an extensive description of the action in each individual scene.

g) The work:

Audiovisual dramatic works in all genres and formats, including but not limited to individual works, series of different lengths, situation comedies, short films, short features, motion pictures, animations, transmissions or adaptations of works for the stage, etc.

h) Television production:

The term 'television productions' refers to audiovisual works primarily produced for performance for the general public on television, regardless of recording and storage techniques.

i) Basic amount:

The basic amount is NOK 2 783 per minute. The basic amount is used to stipulate the Author's remuneration. The basic amount is a standard rate.

j) Basic fee:

The term 'basic fee' refers to the remuneration the Author receives for preparing the script, the assignment of production rights and the first period of making the work available to the general public.

3. ASSIGNMENT OF RIGHTS

By signing a Standard Contract, the Author and NRK agree which rights are assigned by the Author to NRK. Any agreement shall be signed in writing and in advance of a production.

3.1 Production rights

Upon signing the Standard Contract, NRK acquires the right to produce an audiovisual work on the basis of the Author's script and with a view to making the work available to the general public by broadcasting and in other ways as described in more detail.

The right to put an Author's script into production shall apply for five (5) years, reckoned from the date on which the Standard Contract is signed.

The remuneration for production rights is covered by the remuneration Author receives for preparing the script.

NRK does not have the right to assign production rights to a third party without the Author's consent, unless such right is established by contract. The Author shall nevertheless not have the right to refuse such an assignment unless there are objective and reasonable grounds for so doing. Under any circumstances, consent is not required where the assignment is considered necessary for ensuring the implementation of production. Upon such assignment or sale, the assignee is obligated under this Framework Agreement.

3.2 The right to make the work available to the general public

NRK acquires a time-limited right to make all or parts of the work available to the general public.

NRK and the Author shall agree in more detail which forms of availability for the general public NRK is acquiring, as well as the remuneration to the Author.

NRK can broadcast all or part of the work in television broadcasts and communicate the work through other technological platforms, including the Internet, broadband, and mobile telephony.

Under the Agreement, NRK can make all or part of the work available to the general public in other formats and/or through other forms of distribution than those mentioned in the preceding paragraph. Such formats/forms of distribution also include reprographic reproduction and the sale of videos, DVDs and POD (publishing on demand).

Under the Agreement, NRK can also make all or part of the work available to users at an individually decided place and time (like publishing on demand) at more specific times and on technological platforms such as, but not limited to, the Internet, broadband and mobile telephony.

NRK can assign the rights pursuant to this section to a third party in Norway or abroad.

3.3 Remuneration for the right to make the work available to the general public

When the work is made available to the general public in a manner mentioned in section 3.2, a claim for remuneration is triggered on the part of the Author in accordance with the following provisions:

- The basis of calculation for the fee is based on a negotiated basic amount of NOK 2 783 per minute, multiplied by the number of minutes commissioned, to arrive at the aggregate basic fee to be paid for the work.
- The full basic fee shall be paid for unlimited use within four weeks of making the work public.
- Further availability during the subsequent four-week period triggers remuneration corresponding 25 per cent of the basic fee.
- When agreeing advance payment for three or four rerun periods, remuneration of 20 per cent shall be paid for each rerun period.
- When agreeing advance payment for five or more rerun periods, remuneration of 17.5 per cent shall be paid for each rerun period.

NRK is required to inform the Author in writing of all broadcasts of the work. Such information can be provided in connection with the disbursement of remuneration for the broadcast.

3.4 Television series – curtailment of remuneration

For works formatted and broadcast etc. in up to two segments, remuneration is based on the full basic fee.

For works that are formatted and shown in more than 2 parts, the remuneration for part 3 up to and including part 6 shall be set at 70 per cent of the basic fee. Where works are formatted in 7 or more parts, the remuneration for part 7 and beyond shall be set at 60 per cent of the basic fee.

Where works are formatted in 20 or more parts, remuneration can be agreed independently of the above-mentioned provisions, and there may also be other deviations from this framework agreement.

3.5 Assignment of broadcasting rights, etc.

NRK can assign rights to external broadcasters and others to make the work available to the general public by broadcasting or on other media platforms in Norway and abroad. Where NRK receives special remuneration for the assignment of such rights, the Author, along with the other rightsholders to the work, shall be entitled to 50 per cent of the net remuneration. This percentage of the net remuneration shall be shared among all the rightsholders – creators and artists – so that the Author receives a percentage of the amount corresponding to his/her share of the aggregate original remuneration to the rightsholders in the production.

The remuneration model in the preceding paragraph is contingent on acceptance by all rightsholders in the production. In the opposite case, the Author has the right to 10 per cent of the net remuneration.

The term 'net remuneration' refers to gross income less a 30 percent deduction for costs.

As regards co-productions with another broadcaster or productions financed by another broadcaster which involve a right to show or make the work available to the general public, a market value/selling price shall be stipulated as the basis for NRK's net remuneration. The same applies to agreements for programme swaps. The Author's remuneration is to be paid within thirty (30) days after NRK has received remuneration from the party that acquired the rights.

3.6 Merchandising/spin-off products

Where the Author assigns to NRK the right to sign agreements for the sale of merchandise /spin-off products based on the Author's script and the work, the revenues from such use shall be distributed in accordance with a written contract agreed in advance between NRK and the Author. The Author's right of approval shall be agreed in each individual case.

3.7 Film version – television version

A separate agreement is required if NRK would like to make a separate film version for screening at the cinema of a script primarily produced for TV.

Similarly, a separate contract is required if NRK would like to make a special television version of a script primarily produced for film.

3.8 The right to make a re-make

The Author and NRK can agree that NRK shall be able to offer other producers or broadcasting companies the right to make a re-make of the script. The revenues produced by such sales shall be distributed on the basis of a written agreement signed in advance between NRK and the author. The Author's percentage of resale revenues shall fall due for payment one month at the latest after NRK has received the proceeds from the sale.

The Author has the right to check and inspect NRK's accounts in connection with resale pursuant to §39 c of the Copyright Act.

3.9 The right to produce and perform short excerpts of the work

NRK can, free of charge, use short excerpts of the work in anniversary cavalcades, annual cavalcades, for previews or marketing, and in reviews, competitions and productions that deal with the work, rightsholders to the work or performers in the work. Such excerpts can also be used in CD, DVD, CD-ROM and other publications.

In addition, NRK can agree in more detail about its right to use material produced in connection with the work, but which is not part of the finished production.

Reference is also made to §22 of Act No. 2 of 12 May 1961 relating to copyright in literary, scientific and artistic works, etc., regarding quotations.

3.10 Other rights

NRK can show the work at film screenings, festivals, etc. free of charge.

NRK and the Author can enter into an agreement for the assignment of further rights.

4. PAYMENT OF REMUNERATION

4.1 Remuneration for the script and making the work available for the first time

Pursuant to §3.2, remuneration for the script and for making the work available for the first time shall be paid on the basis of the following milestones. The producer can elect to interrupt the development process after the completion of each step.

- Treatment
Payable by 15 per cent of the overall fee.
50 per cent of which is payable upon signing the agreement and 50 per cent upon approval of delivery
- First draft script
Payable by 45 per cent of the overall fee.

50 per cent of which is payable upon signing the agreement and 50 per cent upon approval of delivery

- Finished script
Payable by 30 per cent of the overall fee.
50 per cent of which is payable upon signing the agreement and 50 per cent upon approval of delivery.
- Final editing of the work
Final editing of the work shall be payable by the remaining 10 per cent of the overall fee.

It is possible to deviate from this distribution if the parties mutually agree that it would be expedient. Factors that can play a part may, for example, be a greater or lesser need for resources for introductory research, whether the nature of the drama calls for the main emphasis to be placed on structure or on characters, or other matters related to the process of writing.

Remuneration paid for the concept/pilot project/synopsis shall be part of the overall fee.

4.2 Calculation of other income

Accumulated revenues from use for which remuneration is not explicitly stipulated in this agreement shall be distributed on the basis of individual agreements signed in advance between NRK and the Author.

The calculation and disbursement of royalties or sales shall take place at least once a year at minimum, and at the latest three - 3 - months after the end of the previous year.

The Author has the right to check and inspect NRK's production accounts pursuant to §39 c of the Copyright Act.

5 RIGHTS THAT REMAIN WITH THE AUTHOR

All rights not explicitly assigned to NRK by contract shall be retained by the Author. Unless otherwise agreed, such rights include:

- Exclusive and non-exclusive rights that the Author directly or indirectly has assigned to a collective rights management organisation approved pursuant to the Copyright Act's exception provisions regarding the management of rights by extended collective licensing or compulsory licensing.
- The right to other literary uses of the script, including but not limited to book publications, theatre scripts or other forms of use that do not compete with the rights assigned to NRK under the Standard Contract.

Where the Author assigns to a third party rights which belong to the Author pursuant to the Standard Contract, the Author is required to keep the producer informed of this on an ongoing

basis. The parties can sign an agreement to give NRK the right of first refusal as regards entering into the terms of an agreement quoted by a third party by an agreed deadline.

6. SHARED COPYRIGHT

For scripts with multiple creators, the principle is that they shall *collectively* have the same conditions as if the script had had a single creator.

NRK can hire a main Author who will be granted special authority in connection with the work. Thus the main Author is authorised to lead the work and make changes, etc. within the parameters stipulated in point 7 below. When signing the agreement with an author, NRK shall state whether there have been or will be more authors hired, and, if so required, specify a main Author for the script work.

The literary creator (or his/her heirs) and the scriptwriter shall be paid 50 per cent each for the Author's rights to the audiovisual work.

7. MORAL RIGHTS

The producer cannot make material changes to the script or change the work's characters or tendencies without a more detailed agreement with the Author or the main Author who, pursuant to point 6, is the main Author.

Any changes that are not material, cf. first paragraph, can be made during the production phase and shall ordinarily be made in consultation with the Author. NRK is entitled to make changes considered necessary for reasons related to production or broadcasting. Reference is otherwise made to §3 of the Copyright Act, Moral Rights.

The title of the work shall be decided by NRK after conferring with the Author or main Author.

The Author is entitled to have his/her name stated in the manner required by proper usage. For serial productions for television, the Authors of each episode shall be credited separately.

Where, in conjunction with an individual production, NRK recruits a playwright/Author as the main Author, individual agreements with the Authors can be used to ensure the main Author has the right to make alterations that are not prejudicial to the reputation or individuality of the work itself.

8. OTHER RESPONSIBILITIES AND RIGHTS

The Author is required to submit the script by the deadlines laid down in the Standard Contract.

The Author is required to take part in the meetings and discussions NRK sets up during the script development process, based on the common goal of achieving the highest possible artistic and professional standards for the script.

NRK shall give the Author an opportunity to meet the director that will be directing the work.

NRK can incorporate the Author into the production team.

NRK and the Author can agree on further participation on the part of the Author in connection with promotion of the audiovisual work.

9. PROCEDURES AND DEADLINES FOR THE SUBMISSION OF SCRIPTS AND THE SIGNING OF A CONTRACT

9.1 Agreement regarding the submission of a commissioned concept, synopsis or script

The Author's concept, synopsis or script shall be submitted to NRK as per agreement. Where the script work is still in an early stage of development, the parties can agree on a minimum compensation for the period of development needed to make a decision on the basis of the proposed text (see appendix 1 for a more detailed description).

NRK will confirm reception of the submitted script material in writing. Within 12 weeks at the latest from the time of submission, NRK is required to communicate to the Author in writing whether NRK plans to refuse the project or to sign an Option and Development Contract or the Standard Contract based on the material submitted.

Grounds shall be provided for a refusal, and any agreement for minimum compensation from NRK to the Author for developing the project shall fall due for payment.

Where NRK decides to go ahead with the material submitted, any minimum compensation paid shall be considered part of the remuneration for the Script.

Where NRK signs a Development Contract with the Author, the date for submission of a new draft of the script shall be agreed in writing.

Within eight weeks of submission, NRK is required to inform the Author in writing of whether NRK would like to move ahead with or terminate the script process work. Grounds shall be provided for any termination of the script process work. Any continuation of the script work shall take place in accordance with the deadlines and procedures mentioned herein.

Based on a mutual written agreement, NRK and the Author can change these deadlines.

9.2 Discontinuation of script work or production

NRK can discontinue the script work, the project or the production at agreed milestones during development. In such case, no further claims shall exist between the parties.

10. RESOLUTION OF DISPUTES

Disputes arising between NRK and the Author relating to the interpretation of this agreement and the contracts can, pursuant to the agreement, be brought before a tribunal.

A tribunal shall consist of three members, one each designated by NRK and the Author's organisation, and a third member of the tribunal to be designated jointly.

Unless explicitly agreed otherwise, the tribunal's decisions are merely advisory.

The Oslo City Court shall be the venue for disputes brought before the ordinary courts of law.

11. DURATION OF THE AGREEMENT

During the agreement period, the basic fee will be index-regulated in accordance with the framework for the State's Collective Agreement as at 1 May each year, and for the first time on 1 May 2007 (the date must be brought into line with other NRK agreements).

This agreement shall have a binding effect on the parties as from the time it is signed. The parties can terminate the agreement with at least 6 – six – months' written notice.

Oslo, 6 September 2006

Gunnar Germundson
(For NDF)

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Appendix 1: Standard contract

Appendix 2: Rider to the framework agreement