

AGREEMENT

between

**The Association of Norwegian Theatres and Orchestras
(NTO)**

and

**The Norwegian Playwrights' Association
(NDF)**

The agreement establishes the general provisions to apply to the contractual relationship between theatre and playwright. The objective of the agreement is to create a good atmosphere between parties that concur that such an atmosphere can best be created by striving for mutual understanding and respect for each other's work and moral rights.

This agreement and the appurtenant definitions (A), general provisions (B) and standard contract (C) will enter into effect as from 17 January 2006 and apply until terminated by one of the parties.

A: DEFINITIONS

Under this agreement, the following terms are understood to mean:

THE PLAYWRIGHT:	The creator of the work.
THE THEATRE:	A theatre that is a member of the Association of Norwegian Theatres and Orchestras (NTO).
WORK:	Under this agreement, the term 'work' refers to the different types of dramatic efforts that have not fallen into the public domain.
FALLEN INTO THE PUBLIC DOMAIN:	Works by playwrights who have been dead for 70 years or more.
FULL-LENGTH WORKS:	For adults: Works that last for 70 minutes or more. For children: Works that last for 60 minutes or more.
PRODUCTION RIGHTS:	The right to put a work into production.
THE RIGHT TO SHOW:	The right to stage and perform a production for a paying audience.
GUEST PERFORMANCE:	Performance of a production as a guest performance at a theatre not on the visiting theatre's tour schedule.
BASIC FEE:	Fee for a full-length work. The basic fee shall be considered an advance payment against royalties.

ROYALTIES:	Fixed percentage of the box office receipts paid after covering the basic fee.
RE-USE:	Second and subsequent performances of dramatic works.

B: GENERAL PROVISIONS

§ 1

This agreement applies to the works of Norwegian playwrights in accordance with the definitions.

§ 2

For works of musical drama, the playwright is entitled to the same fee as for other drama. The same applies to drama for children and young people, including puppet theatre.

§ 3

The theatre is required to provide a written receipt for the manuscript within a fortnight.

§ 4

Within 12 weeks of the date of receipt, the theatre is required to refuse, accept or take an option on the work. The deadline can be extended to accommodate holidays. Where this is not done within the expiration date, the playwright is required to notify the theatre that an option will enter into effect automatically within a week of the date of notification.

§ 5

Remuneration for options is calculated semi-annually. Options cannot be extended for more than one year. Payment for the option will constitute 5 - five - per cent of the basic fee semi-annually. Where, within one year, the theatre has not concluded an agreement with the playwright (acquisition, rejection, further adaptation), the work shall be considered acquired, and the basic fee will fall due for payment. The remuneration paid for an option shall be deductible.

§ 6

Rejection of a manuscript. The manuscript will be returned, accompanied by a consultant's statement and a well-grounded rejection from the theatre.

§ 7

Production right. The theatre can acquire the right to put a work into production for a term

of 2 - two - years by signing a standard contract with the playwright. Any extension of the production right shall be contracted separately between the parties.

§ 8.1

A. The right to show.

The standard contract assigns to the theatre the right to show the work for 2 - two - years from the date of the premier. The right to show also includes the right to stage the work outside the city or tour region the theatre normally covers, that is, on tours outside the most common venues, alone or in collaboration with the State Touring Theatre - and at the theatre's guest performances. Such extra tours and guest performances shall be paid according to the ordinary rules that apply to royalties. The playwright can include a proviso in the contract regarding performances at venues in Norway where there are other stages.

B. Extension of the right to show.

Where the production is performed continuously, and not played out within 2 - two - years of the date of the premier, the theatre may be granted a 2 - two - year extension of the right to show by paying a supplementary fee of 50 - fifty - per cent of the overall basic fee. Royalties shall be paid pursuant to the same rules as specified in §10.

§ 8.2

Transfers and assignments. With the exceptions ensuing from the Copyright Act, the work shall not be broadcast from the theatre on radio or television except where agreed with the playwright.

§ 8.3

A. Videograms.

Transfers to commercial videograms require a separate contract.

B. Videograms for the archives.

Where a video recording is made of the performance for internal use at the theatre, the playwright is entitled to a copy. This copy is solely for personal use and must not be reproduced or further exploited in any manner. The Norwegian Playwrights' Association is entitled to purchase a copy for its archives.

§ 9

The basic fee upon signing the agreement is NOK 240 445.00* .

In addition, the following applies:

A. Finished work.

For a finished work, the basic fee shall fall due in its entirety upon acceptance, entailing the signing of a standard contract.

* Adjusted at 1 November 2006.

B. The development contract.

For works that are not yet completed, the fee shall fall due as follows:

- 1/6 of the basic fee when the theatre requests that a manuscript be developed based on an idea or synopsis.
- 1/6 as work progresses.
- 1/6 upon delivery of the completed manuscript.
- 3/6 upon acceptance.

C. Rejection.

In the event the finished play is accepted, the playwright shall retain the fee that has already been paid.

D. Re-use.

Upon the second and subsequent performances, a fee equivalent to 50 per cent of the applicable basic fee shall be paid.

§ 10

Royalties are calculated on the basis of the box office receipts. Under this agreement, the royalty is stipulated at 13 per cent.

§ 11

New dramatic works/dramatisations, etc.

- A. Full-length works according to the definition: Basic fee.
For especially lengthy dramatic works, negotiations can be conducted between the playwright and the theatre regarding the size of the fee.
- B. Performances shorter than full-length works, group work, musical theatre, cabarets, collages, etc. shall be paid on a *pro rata* basis.
- C. The playwright shall be paid 50 per cent of the basic fee for a dramatisation.
For especially lengthy dramatisations, negotiations can be conducted between the playwright and the theatre regarding the size of the fee.
Where the work has fallen into the public domain, the theatre shall pay 50 per cent of the basic fee to the Alex Brinchmann Fund.
- D. Under the agreement, the fee for adapting one's own or other works shall be agreed in each individual case.

§ 12

Statements of account. Each month, the theatre is required to send the playwright payment with an itemised list of the number of performances and the box office receipts. The theatre and the playwright may agree on another form of settlement.

§ 13

The theatre shall also pay to the Alex Brinchmann Fund 2 - two - per cent of the fee and the royalties paid to the Norwegian playwright.

§ 14

Participation in rehearsals. Under the agreement with the theatre, when the playwright contributes actively to the rehearsal work, he/she shall be paid an hourly rate calculated on the basis of the basic fee divided by 1462.5 (divisor = $\frac{3}{4}$ of a gross man-year of labour of 1950 hours). Where the playwright only attends rehearsals, the playwright shall not receive remuneration.

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§ 15

Adaptation of the work. The theatre may not undertake extensive changes in the work without the consent of the playwright. The final title of the work shall also be subject to the playwright's approval.

Reference is also made to §3 of Act No. 2 of 12 May 1961 relating to copyright in literary, scientific and artistic works, etc.

§ 16

Resolution of disputes. Disputes relating to the interpretation of this agreement and/or appurtenant definitions and the standard contract may, pursuant to the agreement between NTO and NDF, be brought before a special tribunal if agreement cannot be reached through direct negotiations between the parties.

The tribunal shall consist of three members, one each appointed by NTO and NDF, and a third member of the tribunal appointed jointly.

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

§ 17

Regulation of the basic fee. Prior to 1 November in each calendar year of the agreement, NDF can request negotiations for regulation of the basic fee. The parties are free to allow the general trend in the theatre sector to also apply to the scope of this agreement, or to conduct fair negotiations as regards the size of the basic fee.

§ 18

Duration and termination. This agreement with the appurtenant standard contract is an ongoing contract that is binding on the parties' from the date on which it is signed. The parties can terminate the agreement with at least 3 – three – months' written notification.

