

**STANDARD AGREEMENT FOR ENGAGEMENT IN FILM PRODUCTIONS, BASED ON AGREED STANDARD
TERMS BETWEEN THE NORWEGIAN FILM MAKERS ASSOCIATION (NORSK FILMFORBUND,
hereinafter called NFF) AND THE NORWEGIAN FILM-AND TV-PRODUCERS ASSOCIATION (NORSKE
FILM- TV-OG SPILL- PRODUSENTERS FORENING, hereinafter called PF)**

This agreement is made and entered into and between:

Name: _____

Adr.: _____

Birthdate: _____

Income tax region: _____

Bank account no.: _____

hereinafter to be referred as "The Employee"

and

Company:

Adr.:

Org.nr:

hereinafter to be referred to as "The Producer",

hereinafter to be referred to as "The Parties".

The following agreement between The Parties in the making of <the film> (genre and title)

hereinafter called "The Film Production"

with _____ as The Director.

1. Collective tariff agreements

This contract is presumed to be in accordance with the Collective Agreement between NFF and PF for engagement in film productions, hereinafter called "The Collective Agreement". This contract may not be contradictory to The Collective Agreement. In cases of doubt, The Collective Agreement is considered superior to this contract.

2. The type of work and the duration of the work

2.1 The type of work

The Employee is engaged in connection with the Film Production as _____
(name of position) of The Film Production. The seniority of the Employee as a (name of position) is _____ years.

The work include those tasks that normally fall under professional functions as a (name of position). Any additional tasks shall be described in written form in this contract.

2.2 The duration of the work

The start of the shooting is _____

And the estimated last shooting day is _____

Total of shooting days _____

The Employee will be engaged for

a)the following coherent working period:

First day: _____

Last day: _____, including _____ days of preparational work, _____ days of concluding work,

or

b)for the following working period:

The Employee will be at the disposal of The Producer in the above mentioned periodes, in total _____ days / _____ hours, including all preparational and concluding work.

2.3 Changes of the agreement

If the type or duration of the work are significantly changed after the signing of this agreement, The Parties will make an supplementary agreement to describe the changes.

3. Responsibility

3.1 Script, production plan, weekly plan and daily plan

The Producer are obliged to make the script and production plan available to the Employee as far as this is necessary for the Employee's execution of his work. It is the obligation of the Employee to read the script and the plans to be familiar with these as far as they concern his/her tasks.

3.2 Timesheets

The Employee is obliged during his work to make timesheets to report his daily working hours in connection with the Film Production according to the agreed hours. The timesheets will form the basis for the payment for the work. The timesheets also forms the basis for any payment for overtime hours or other additional payments. The Producer is obliged to certify the timesheets so far as they are in accordance with the daily reports of the Film Production or "The Collective Agreement".

3.3 The obligations of the Employee related to the Film Production

The obligations of the Employee as part of his/her commitment in the Film Production, is to keep order during the Film Production, as well as clean up after himself by the end of his work, so no unsettled conditions are left to The Producer or others. Any additional costs The Producer incurs as a result of unsettled conditions that the Employee has a personal responsibility for, for example, lack of cash settlement, parking fines etc., The Producer may deducted from the payment of the Employee's salary.

3.4 Confidentiality

The Employee is obliged to maintain confidentiality to any other than those who are part of the Film Production and representatives of the union, to remain silent on matters related to the actual Film Production unless otherwise stipulated by Norwegian law. Any media inquiries regarding the Film Production shall be referred to The Producer.

4. Fee/payment (salary)

Alternativ 1:

4.1 Regular salary

4.1.1 Daily and hourly pay

The daily rates for the Employee is NOK _____,- for full days. Payment of hourly pay is, according to "The Collective Agreement" daily rates divided by 7,5 hours. The Employee is always entitled to a minimum payment of 4 hours for attending.

4.1.2 Additional payment

Based on certified hoursheets, the Employee is entitled to for payment for overtime hours or additional payments according to in "The Collective Agreement".

Alternativ 2:

4.2 Total agreement, The Collective Agreement paragraph 7.

The Employee is entitled to be compensated with a salary for _____ hours and _____ days, including overtime payment. If the agreed working hours exceeds the agreed amount of working hours with more than 10%, additional payment shall be paid as follows:

4.3 Time of payment

The payment of financial compensation to the Employee normally follows the payroll procedures of The Producer, which are as follows: _____

4.4 Holiday pay and pension

The Employee is entitled to holiday pay calculated on the basis of the financial compensation that is paid for work performed during the qualifying year. Holiday pay does not include reimbursement of expenses for example car, board, lodging, etc. Members of NFF accrue through their membership, the right to pensions under the pension plan established and administered by NFF according to agreement with PF (The Collective Agreement paragraph 12).

5. Copyrights and consents

5.1 Transfer of rights

5.1.2 NFF hereby guarantee that each member`s full copyright under the Norwegian Copyright Act (åndsverkloven) is transferred exclusively by management contract to Norsk Filmforbund, and that Norsk Filmforbund is entitled to further assign all such rights without any limitations.

5.2 Acquisition of rights

5.2.1 The Producer is granted a full title guarantee and assignment of copyright, without geographical limitations, including any right to reproduction and right to communication to the public (including linear, time-shifted and non-linear) in relation to the Film Production. This also includes derivative rights (formats, remake, merchandise etc.), the right to edit, copy, alter etc., and to transfer such rights to a third party, only subject to the limitations as described below.

5.2.2 The acquisition of rights according to 5.2.1 does not limit any individual royalty agreements between Directors/Script Writers/Developers and The Producer.

5.3 Limitation of rights acquisition

For members of NFF with management contract with F©R, the Producer cannot acquire;

- (i) rights in production covered by the scope of the copyright law, specific extended collective licensing provisions; and
- (ii) rights to third party distribution (the right to reproduction and the right of communication to the public) of the production, including linear, time-shifted and non-linear.

“Third party” here refers to distributors other than the contracting broadcaster, that retransmit or offer audio-visual content from multiple broadcasters (eg. TV- channel packages).

The restrictions according to third party in paragraph (ii) shall not limit the right of co-production and sales of broadcasting rights / ready makes.

The Parties retain the right to claim remuneration for the rights defined in the above paragraph section (i) - (ii), for example, through collective management, domestic and abroad where collective management systems are in place.

6. Crediting

The (name of position) is entitled to be credited in accordance with the Norwegian Copyright Act § 3 (åndsverkloven) /the best industry practice or according to a special agreement between the Parties.

7. Extension, interruption and termination of the Film Production and the engagement

7.1 Extension or interruption of the Film Production

If the Film Production is extended or interrupted, and this is not due to force majeure as described in The Collective Agreement paragraph 14, the Employee is justified a compensational payment of 1/3 of his agreed salary for the time period of the extension or interruption. The Producer is not entitled to any refunds of already paid salary that should exceed 1/3.

7.2 Termination of the Film Production

If the Film Production is permanently terminated, and this is not due to force majeure as described in The Collective Agreement paragraph 14, the Employee is justified a compensational payment of 1/3 of the remaining agreed salary, unless The Collective Agreement says differently. The Producer is not entitled to any refunds of already paid salary.

7.3 Information about illness and other extensions or interruptions

As soon as the Parties has the knowledge of any matter which may lead to extensions or interruptions of the Film Production, alternatively termination of the engagement, each of the Parties is obliged to inform the other Party. If the employee becomes ill or is unable to fulfil his obligations, The Producer shall be informed as soon as possible, and at the latest by the first working day after the illness appeared. Lack of information from the Employee that leads to additional expences for the Producer, gives the Producer the right to deduct such expences from the payment of the Employee's salary.

7.4 Termination as a result of breach of an essential term

The Employee loses his right to further payment than for the work he had done prior to the breach of an essential term of the contract committed by the Employee.

a. Breach of an essential term of the contract committed by the employee may be:

1. Absence from work without valid reason and which interrupts, delays or leads to increase the cost of the Film Production.
2. If the Employee does not follow written instructions regarding the execution of his work, given by The Producer.

Termination of contract according to this paragraph can only be fulfilled after a written notice from the Producer. If the engagement is finally terminated according to this paragraph, salary for work that has already been completed shall be paid to the Employee immediately, only subject to deduction for eventual claims from the Producer`s end, see paragraph 3.3.

8. Assignment of this agreement

According to the regulations for allocation of government grants for audiovisual productions, this agreement may be assigned to the Norwegian Film Institute. The employee can not protest against an assignment of the Film Production and this agreement to a different Producer, as long as this agreement is fulfilled as originally agreed upon between the Parties.

9. Disputes

Disputes concerning interpretation of this Agreement shall first be tried resolved by negotiations between the Producer and the Employee or the elected/union representative. If negotiations fail, the disputes shall then be tried resolved in a selection of the following representatives:

NFF: 1 representative

PF: 1 representative

The two representatives may elect an umpire. If the disputes are not resolved in the selection, either party may request that the dispute resolved before the ordinary Norwegian courts under Norwegian law.

This Agreement is signed in two identical copies of which the Parties have taken one each.

Oslo, _____

Name

Producer

Company name

NN

(name of position)

Attachment: Job description