

AGREEMENT

It is agreed that this Agreement is the basis for an Agreement between X Theatre Company (hereinafter called the Producer) and XX (hereinafter called the "Dramaturg"). This Agreement may be modified with deletions and/or additions only with the mutual consent of the Dramaturg and the Producer, which modifications have been initialed by both Parties. When signed by both Parties, this Agreement, with all modifications, deletions and additions, and attached schedules, constitutes a legal binding Agreement.

AGREEMENT made this day of 200X

BETWEEN Theatre Company

AND Dramaturg

EXECUTED AT: Address

WHEREAS the Producer hereby agrees to and does engage the services of the Dramaturg and the Dramaturg hereby accepts this engagement, it is agreed that the Dramaturg will provide the Producer with dramaturgical services according to the terms and conditions specified in this Agreement and according to an agreed Brief, which is to be attached to this Agreement as Schedule A, for the commissioned full length two act Play currently known under the working title of "X" (hereinafter called the "Production").

1. PROFESSIONAL FEES AND PAYMENT SCHEDULE

- i. It is expressly understood and agreed between the Parties that the Producer shall pay the Dramaturg a fee of one thousand five hundred pounds (£1,500.00) in British Pounds sterling for the dramaturgical services as specified in Schedule A which is to be attached to this Agreement in accordance with the following schedule:

33% of the agreed fee on signing of the Agreement. This installment of the fee is to cover all dramaturgical input into the individual treatments and the joint treatment and the first draft of the play.

33% of the agreed fee on delivery of the first full draft of the script. This installment of the fee is to cover dramaturgical input into any rewrites to the play, attendance by the Dramaturg at the development workshop and any subsequent rewrites and attendance during the rehearsal period

Final 34% of the agreed fee on the first full performance (i.e. the first performance in front of a paying audience).

Cheques or bankers drafts are to be made payable as follows: X

2. EXPENSES

- i. **Travel**

The Producer will reimburse the Dramaturg for actual travel costs incurred for travel to and from the activities listed in section 2iv of this Agreement within the United Kingdom (excluding first class and peak fares unless agreed by the Producer) on production of a valid ticket or receipt. Any ticket must be purchased at the lowest possible fare available for the journey.

- ii. **Accommodation**

Where an overnight stay is required, the Producer will provide reasonable accommodation for the Dramaturg or, subject to advance agreement of cost, reimburse the actual cost of accommodation on production of a valid receipt.

- iii. **Meals**

Where an overnight stay is required, the Producer will provide a reasonable meal or reimburse the Dramaturg the actual cost of meals on production of a valid receipt and subject to a maximum of £10.00 per day unless agreed otherwise in advance.

iv. **Attendance**

Expenses may be claimed by the Dramaturg for any of the following attendance agreed between the Producer and the Dramaturg subject to the Dramaturg's availability and reasonable notice:

- a) Attendance at script development meetings
- b) Attendance at the first full performance
- c) Working attendance at rehearsals including the dress rehearsal(s)

Working attendance at development workshops

- e) Publicity interviews and pre/post show discussions or talks
- f) Any other attendance agreed between the Producer and the Dramaturg

3. PROCESS & COMMUNICATION

i. **Pre-Agreement Process**

Prior to both parties signing this Agreement there will be discussions between the Dramaturg and the Producer leading to an agreed Brief, which will form part of this Agreement. The Brief will be attached as Schedule A to this Agreement. The scope of the dramaturgical input into this project will be specified in the Brief. If there is to be any extra or special Dramaturg initiated research, this will be specified in the Brief together with any agreed expenses.

ii. **Process**

- a) Upon signing this Agreement, the Dramaturg and the Producer shall agree a basic schedule of script development meetings.
- b) The Production Schedule, when the Producer has made the decision to proceed with the production, shall be set down in writing and shall be incorporated as Schedule B into this Agreement.
- c) The Dramaturg shall deliver the work specified in Schedule A by the mutually agreed dates. These dates may be altered only by written agreement between the Dramaturg and the Producer.
- d) From the date of delivery of the first full draft of the Play, the Producer shall have six weeks in which to discuss the Play with the Writers and the Dramaturg then:-
 - i. If the Producer does not require the Writers to do rewrites of the play, then by the end of a further three weeks, the Producer will inform the Dramaturg in writing of the decision whether or not to produce.
 - ii. If the Producer requires the Writers to make rewrites to the play, a time scale for such rewrites will be agreed subject to a maximum eight-week period for such rewrites and a maximum of three full rewrites. Following delivery of the rewrites, the Producer shall have a further three weeks in which to decide whether to produce the Play and shall inform the Dramaturg of the decision in writing.
 - iii. If the Producer requires rewrites of any of the material submitted by the Dramaturg to the Producer during the duration of this Agreement, the Dramaturg will cooperate in doing so within the required time scale. If the Dramaturg does not make or refuses to make the rewrites within such timescales the Producer shall be entitled to commission another party to make the rewrites. If the Producer commissions another party to make rewrites, the Dramaturg shall retain copyright only over that work which was solely written by him/her at the time the Producer commissions said other party. Copyright in such rewrites will vest in the Producer. The Dramaturg will not be entitled to and hereby waives any further payments under Clause 1i of this Agreement (except for expenses properly incurred but not reimbursed as at the date on which the Producer becomes entitled to commission such other party).

iii. **Dramaturgical Work**

The Dramaturg shall provide one fair typed copy of all materials specified in this Agreement and the attached Schedules on the agreed dates. The Producer may make as many copies as necessary and these shall remain the

property of the Producer. The Producer shall provide the Dramaturg with one copy of the full rehearsal script and one copy of the final script (as used on the first full performance).

iv. Alterations

After the first performance the Producer shall not alter the text to which the Dramaturg has copyright nor permit others to alter said text without the Dramaturg's written permission. Any alterations agreed by the Dramaturg shall belong to the Dramaturg absolutely and no payment shall be due to any person making the alterations without a prior collaboration agreement.

v. Rehearsals

- a) The Dramaturg shall have the right to attend rehearsals and shall at all times pay due consideration to the Producer and Director's authority at rehearsal.
- b) The Producer shall give three months notice of the rehearsal period
- c) The Producer may require the Dramaturg's working attendance at 10 days of rehearsal. If the Producer requires the Dramaturg for additional days, the Dramaturg shall be paid an additional fee of £XX.00 per day
- d) Any rewrites to dramaturgical material produced during the scope of this Agreement shall be covered by the Dramaturg's fee.

vi. Free Seats

The Producer shall provide one free seat for the Dramaturg and two for his/her guests for the first full performance of the Play and, if applicable, the press night. The Dramaturg may attend any performance free of charge with seating subject to availability.

vii. Evaluation Meeting

The Dramaturg may be required to attend one evaluation meeting at an agreed date after the first full performance of the Play.

viii. Pre/Post Show Discussions of Talks

The Producer may request the Dramaturg to attend and participate in a number of pre/post show discussions. These attendances will number no less than three and no more than five. Any further such attendances may be requested subject to availability and a payment of a fee of £XX.00 for each attendance.

6. COPYRIGHT AND RIGHTS ISSUES

i. Copyright

The copyright of all work produced by the Dramaturg relating to this project shall remain vested in the Dramaturg. No rights shall be granted to the Producer other than those specifically stated in this Agreement.

ii. Rights

- a) The Dramaturg grants the Producer the exclusive right to use his/her dramaturgical work over which the Dramaturg holds copyright in its original production in:-
- b) The UK
- c) Any theatre venue outside of the United Kingdom within a 24 month period commencing on the date of the decision to produce, such venues to be set down in the Production Schedule.

These exclusive rights start from the date of the decision to produce and shall continue for 24 months from the first full performance. This initial period of exclusive rights shall not exceed 36 months from the date of the decision to produce.

- d) If the Producer decides not to produce or if there is not first full performance within 36 months of the decision to produce, the rights to the dramaturgical work on the play by the Dramaturg shall revert in full to the Dramaturg.

- e) In the event of liquidation of the Producer (except for the purposes of immediate reconstruction or amalgamation) any voluntary arrangements with its creditors or the appointment of an administrator (receiver) the rights to the dramaturgical work created by the Dramaturg in relation to this Play shall revert in full to the Dramaturg and the rights granted to the Producer under this Agreement shall lapse and revert in full to the Dramaturg as specified above.

7. CREDITS

- i. The Producer agrees to credit the Dramaturg on all publicity including posters and programmes. Where the Dramaturg wishes to use a "Nom de Plume" s/he must inform the Producer at the time of signing the Agreement.
- ii. The Dramaturg shall be given credit on any cast album or tape of the Production.
- iii. The Dramaturg shall provide a biography for use in publicity by a date agreed and this may be used for publicity, promotion and advertising purposes during the term of this Agreement only. The Dramaturg's biography and/or photograph shall be included in any programmes or general press releases produced by the Producer in which the Director's biography and/or photograph appears.
- iv. The Dramaturg shall co-operate with the Producer in publicizing the Play.
- v. The Dramaturg may be required to attend publicity interviews

8. RECORDING AND BROADCASTING

- i. The Producer shall have the right to record the Play as follows:-
- ii. No additional payment is due to the Dramaturg but written permission in advance (this not to be unreasonably withheld by the Dramaturg) is required for:
- iii. Non-broadcast use for research, archive and other private purposes by the Producer (or any third party authorized by the Producer with the Dramaturg's written consent).
- iv. Non-broadcast use for promotional purposes by the Producer
- v. Broadcast use of short excerpts for promotional use where the Producer is not receiving an income (e.g. news, magazine programmes, award ceremonies)
- vi. Additional payment is due to the Dramaturg and permission is required for broadcasts of longer excerpts than those listed above, documentary and educational programmes where the Producer receives an income and where any of the Dramaturg's work is used as part of the broadcast.

9. VAT

If the Dramaturg is registered for VAT s/he will notify the Producer at the time of signing the Agreement and supply the Producer with appropriate VAT invoices for all payments due under this Agreement

10. AGENTS

If the Dramaturg requires the Producer to make payments due under this Agreement to his or her agent then the name and address of the agent shall be supplied to the Producer at the time of signing.

11. DISPUTES

In the event of any differences, dispute or controversy between the Parties hereto with respect to their rights and obligations pursuant to the Agreement, the matter shall be determined by arbitration or mediation of The Independent Theatre Council. The decision of the arbitrators or mediators shall be final and binding upon all Parties. Any compensation and expenses arising out of the arbitration or mediation process shall be borne equally by the Parties. It is further understood and agreed that there shall be no stoppage of work during the course of the arbitration or mediation procedure.

12. GENERAL PROVISIONS

It is expressly understood and agreed between the Parties as follows:

- i. All material pertaining to the Production either in draft or final form, or any portion of the project description, or any resumes of personnel attached to the Production or any other written material or communications regarding the Production, is not to be reproduced or distributed in part or in whole to any person not directly involved in the Production, without the express written permission of the Producer for the duration of this Agreement.
- ii. In any reproduction or remount of the original Production, subsequent to the period covered by this Agreement, a new Agreement between the Parties will be drawn up.
- iii. If the play is to be developed or performed in any other media, a new Agreement between the Parties will be drawn up.
- iv. The Producer shall not assign, lease, sell or otherwise dispose of, or use either directly or indirectly, any part or parts thereof of the Dramaturg's work or the rights thereto for any purpose whatsoever except as herein provided, without the prior written consent of the Dramaturg.
- v. That this Agreement shall not in any way constitute or be deemed to constitute a partnership or joint venture between the Parties hereto. The Parties hereto are individual contractors and the relationship between them shall not be deemed to constitute an employment relationship. Neither party shall incur debts or make any commitments on behalf of, or as agent for the other without prior authorization.
- vi. In the event that the Production is abandoned by the Producer at any time after the execution of this Agreement, the Producer shall pay the Dramaturg all payments hereunder up to and including the first payment due after the date of abandonment together with all approved expenses incurred as of the date of abandonment.
- vii. Either party has the right to terminate this Agreement at any time for failure, by the other party to this Agreement, to fulfill any one or more of the material provisions of this Agreement, providing 15 days written notice, which is to be sent by prepaid registered mail, is provided.

Should the Producer be the party terminating this Agreement, then upon termination, the Producer shall pay the Dramaturg any remaining payments due to the Dramaturg, if any, commensurate with services performed by the Dramaturg as of the date of termination. It is understood and agreed that the Producer shall reimburse the Dramaturg for approved expenses incurred by the Dramaturg as of the date of termination.

Should the Dramaturg be the party terminating this Agreement and should the Dramaturg not have fulfilled all of the requirements relating to the fee payment which s/he last received then the Dramaturg shall reimburse the Producer a percentage of the fee installment already paid to the Dramaturg. 100% of the fee installment shall be reimbursed should the Dramaturg not have completed any of the work covered by the conditions of the fee installment in question. If the Dramaturg has completed some of the work then the percentage of reimbursement to the Producer is to be agreed upon between the parties and in the event of a dispute between the parties then the matter will be referred to either arbitration or mediation proceedings as described in Clause 11 of this Agreement.

- viii. If the performance of the obligations of either party to the Agreement is delayed or interrupted or prevented by reason of an Act of God, fire, flood, war, public disaster, strikes or labour difficulties, government enactment, regulation or order, certified illness or death in the immediate family, or any other cause beyond his/her control, such party shall not be liable to the other, therefore, save, wherever possible, liability for the

performance of any obligation herein shall not be terminated but merely suspended for a period of time based on the duration of the event that caused the delay, interruption or prevention and the effects thereof, and the provisions of this Agreement shall continue following the period of delay, interruption or prevention.

- ix. Notwithstanding the foregoing, in the event that the opening is postponed, for any reason whatsoever, the Dramaturg agrees to perform those services not yet completed as of the opening date hereinbefore set forth, subject to his/her obligations with respect to other engagements. The Dramaturg shall be entitled to receive payment in full as hereinbefore set forth.
- x. All schedules and appendices attached hereto shall form part of this Agreement

13. NOTICES

Any and all notices given hereunder shall be in writing and shall be hand delivered or sent by prepaid registered mail, addressed to the Parties at their respective addresses as herein set forth and notice shall be deemed to have been given on the date of mailing.

14. THIS AGREEMENT

- i. Shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.
- ii. Shall be construed and enforced in accordance with the laws of England and Wales.
- iii. Constitutes the entire understanding and agreement between the Parties and may not be modified or amended except by agreement in writing.
- iv. Time is of the essence of this Agreement

15. NO WAIVER

The waiver of a breach of any terms of this Agreement or of any default under this Agreement will not constitute a waiver of any subsequent breach or default. No waiver or modification of this Agreement will be valid or binding unless in writing and signed by both the Producer and the Dramaturg.

16. EXECUTION OF AGREEMENT

Two (2) copies of this fully executed Agreement will be completed as follows:

- 1. Retained by the Producer
- 2. Retained by the Dramaturg

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written

For the Producer

Date

WITNESSED: _____
Name (Print)

(Signature)

For the Dramaturg

Date

WITNESSED: _____
Name (Print)

(Signature)

SCHEDULE A
BRIEF (EXAMPLE)

1. Scope of Agreed Dramaturgical Input

The scope of the dramaturgical input by the Dramaturg into this project shall encompass the following:-

- Feedback to the Producer on the individual treatments submitted by both Writers
- Feedback to the Producer on the joint treatment submitted jointly by the Writers
- Feedback to the Producer and the Writers on the first full draft of the play
- Feedback to the Producer and the Writers on any rewrites required by the Producer
- Attendance by the Dramaturg at development workshop. The number of days of attendance to be agreed upon no later than one week prior to the development workshop taking place but in any event this shall comprise no less than three days attendance
- Attendance by the Dramaturg at ten full days of rehearsal including the dress rehearsal(s)
- Attendance by the Dramaturg at and participation in pre or post show discussions as outlined in Clause 5viii of this Agreement.
- Preparation of dramaturgical pack for actors and designers covering the content and structure of mythology project is exploring, archetypes and other information such as articles, bibliography that relate to the themes being explored in the project
- Preparation of programme notes for inclusion in programme
- Attendance at post project evaluation meeting
- Work with the Writers as required by them over the course of the project

2. Deadlines

a) Delivery of Initial Commissioning Treatments

Writers to submit the individual treatments to the Producer by December 15, 2002. Dramaturgical feedback to be submitted to the Producer on these treatments by December 29, 2002.

b) Delivery of Second Commissioning Treatment (those scenes to be created jointly by the Writers)

Submission date to be agreed between the Producer and the Writers once the Writers have submitted their individual Initial Commissioning Treatments and the same has been approved by the Producer. Dramaturgical feedback to be submitted to the Producer on this treatment within ten days of the Writers' deadline

c) Delivery of First Full Draft of the Play

Writers to submit the first full drafts of the play by April 15, 2003. Dramaturgical feedback to be submitted to the Producer on the first full draft of the play by April 30, 2002.

d) Schedule of Script Development Meetings

To be agreed between the Producer and Dramaturg once this Agreement has been signed by all parties. There will be no fewer than 8 script development meetings over the duration of this Agreement. The Dramaturg will write up notes of each meeting and submit them to the Producer no later than one week after each script development meeting.

e) Development Workshop

The Producer will arrange for a one-week workshop within four months of the delivery of the first full draft of the Play to workshop and further develop the Play. This workshop of the Play will be conducted with a full complement of actors, who may or may not be engaged for the production, the director, Writers, composer, design personnel etc. The Dramaturg will write up notes from each attendance at the workshop and submit them to the Producer no later than one week after the workshop has finished

f) Work with Writers in the Course of Writing

The Dramaturg will work with the Writers upon request to develop their individual parts of the play as well as the jointly written parts of the play. The Dramaturg will submit notes to the Producer on each session with the Writers no later than one week after each session has taken place.

g) Dramaturgical Packs

Drafts of the pack will be submitted to the Producer for approval two months before the start of the rehearsal period. Completed packs will be submitted to the Producer for distribution to the designers and cast no later than one month before the start of rehearsal

h) Programme Notes

Draft programme notes will be submitted to the Producer for approval six weeks before the opening night of the play. Completed programme notes will be submitted to the Producer no later than one month prior to the opening night of the play.

3. Special or Dramaturg Initiated Research

There is to be no special or Dramaturg initiated research.

SCHEDULE B
PRODUCTION SCHEDULE

To be completed by the Producer upon decision to produce.