

COLLECTIVE AGREEMENT BETWEEN THE DANISH NATIONAL TRADE UNION FOR FILM AND TELEVISION WORKERS AND THE DANISH PRODUCERS' ASSOCIATION CONCERNING FICTION PRODUCTIONS (SCRIPTED PRODUCTIONS) 1 JANUARY 2020

1. SCOPE

1.1

The scope of this collective agreement comprises the following freelance functions in connection with feature films, short films and series fiction (fiction productions (scripted productions)):

Director of photography
Production designer
Editor
Line producer
Set designer
Production manager
Sound engineer
First assistant director (1st AD)
VFX supervisor
Post-production coordinator
Camera operator
Set producer
Location manager
Caster
Head property master
Gaffer
Costume designer
Key make-up artist
Still photographer
Script supervisor
Location scout
Key grip
Assistant sound engineer
Lighting technician
Costume supervisor
Make-up artist
Property master
On-set property master
DIT/Digital imaging technician
Production coordinator
Extras coordinator
Assistant director
Camera assistant
Assistant grip

Assistant property master
Assistant on-set property master
Assistant sound
Assistant editor
Production assistant
Second assistant director (2nd AD)
Assistant lighting technician
Costume assistant
Make-up assistant
Location assistant
Logger/loader
Clapper/loader
Runner + unskilled assistants
Trainees from the National Film School of Denmark, University Film and Media studies and similar trainees

1.2

This collective agreement applies to salaried employees exclusively.

1.3

This collective agreement does not apply to production of commercials and productions that are only animated.

1.4

In connection with short films (film productions shorter than 60 minutes in length) and New Danish Screen film productions/official talent development film productions, the producer decides whether the collective agreement for short films and documentaries or this collective agreement is to apply, but the pay will always follow the standard pay rates of this collective agreement concerning fiction productions (scripted productions) ("fiction productions"). Official talent development productions means fiction films by a debuting director that are funded by the Danish Film Institute's New Danish Screen Scheme or the Film Commissioner Scheme and/or the regional film funds FilmFYN and/or Den Vestdanske filmpulje, where funding is granted with a view to talent development and with an overall budget framework for production that does not exceed DKK 6 million.

2. ENTERING INTO ENGAGEMENTS

2.1

In connection with any agreed engagement, the producer's obligation to notify the employee of the terms of employment is fulfilled by the use of the standard contract attached as appendix 1 to this collective agreement. All items of the standard contract must be filled in. The producer must forward a copy of all contracts for employees on the crew to the Danish National Trade Union for Film and Television Workers ("FAF"). The contracts must be treated as confidential.

2.2

Any extension period must be agreed upon concurrently with the signing of the contract. Notice of use of the extension period must be given as early as possible and no later than 8 working days prior to expiry of the contract.

2.3

The producer undertakes not to employ freelance staff on terms less favourable than the conditions stated herein.

3. PAY

3.1

The first crew meeting must be held as far as possible no later than 2 weeks before shooting starts. The Danish Producers' Association and FAF must be invited to participate in the crew meeting.

The contract of employment must be signed no later than at the crew meeting. As regards editors, assistant editors, sound engineers, assistant sound engineers and sound assistants engaged for post-production work, the contract must have been signed before the work is commenced.

3.2

Pay, including overtime pay and allowances, is payable fortnightly in arrears. Pension contributions are paid into the pension plan approved by the parties concurrently with settlement of Labour Market Supplementary Pension Scheme (*ATP*) contributions. Paid-up pension contributions must be stated on the pay slip.

3.3

Weekly pay rates ("weekly rates") 2020 are set out in appendix 2, and 2% will be added with effect from 1 January 2021.

3.4

The pension contribution paid into a pension plan approved by the parties amounts to 9.5% of the standard pay rate ("standard rate").

3.5

The weekly rates for creation, conception and production are given in appendix 2 of the collective agreement.

3.6

Creation and conception constitute work to provide funding for the fiction project before pre production or actual production. Employment for the shooting of pilots, including preparation, may not exceed 10 working days. Shooting during the creation and conception stage may not be used for the final fiction production unless compensation is paid by way of the difference between the pay for creation/conception and the standard rate for production throughout the entire creation and conception employment.

3.7

In special cases, a personal allowance may be granted in addition to the standard hourly rate. Personal allowances do not constitute part of the standard rate.

3.8

The standard hourly rate is defined as 1/40 of the weekly rate.

3.9

The producer and the employee may agree on a fixed pay (lump-sum), including allowances/premiums, for the entire or part of the period of employment for the following functions:

Director of photography
Production designer
Editor
Line producer

Set designer
Production manager
Sound engineer
First assistant director (1st AD)
VFX supervisor
Post-production coordinator
Set producer
Location manager
Caster (up to 55 hours per week)
Head property master (up to 55 hours per week)
Costume designer (up to 55 hours per week)
Key make-up artist (up to 55 hours per week)
Still photographer (up to 55 hours per week)
Location scout (up to 55 hours per week)
Assistant sound engineer, post-production work (up to 55 hours per week)
DIT (up to 55 hours per week)
Production coordinator (up to 55 hours per week)
Assistant director (up to 55 hours per week)
Assistant editor (up to 55 hours per week)
Production assistant (up to a maximum of 50 hours per week, not to be exceeded)
Runner (up to a maximum of 50 hours per week, not to be exceeded)

The producer must present a fixed pay (lump-sum) agreement to the employee concurrently with the offer of work. After having entered into a work agreement, neither party can demand that a fixed pay agreement be entered into.

A fixed pay (lump-sum) agreement must specify the required number of days and hours per week for the term of the agreement and may not provide for a pay below the standard rate plus overtime premiums and other weekly allowances.

A fixed pay (lump-sum) agreement must include a brief and precise job description and specify the required period of employment.

If average working hours exceed the agreed number of hours by more than 10% for 2 weeks on the production, the employee must be paid an allowance to be agreed upon separately between the parties. The producer is continually responsible for informing the employee of the status of hours worked.

3.10

Single-day engagements of less than 1 week's duration, for example, in connection with temporary employment due to illness and employment of extra assistance, are payable at the daily rate/hourly rate, but for a minimum of 4 hours per day, calculated as a conversion of the weekly rate plus a 10% premium.

4. STANDARD WORKING HOURS

4.1

A standard working week is 40 hours, Monday to Friday, over the 5 weekdays, 8 hours per day, including a 15-minute paid break. In addition, a 30-minute unpaid break is held. Standard working hours fall within the period from 06.00 –19.00.

4.2

If shooting/other work continues after 8 standard hours of work per day, a 25% premium above the standard hourly rate will be paid for the first hour and a 40% premium for the second. Overtime in excess of 2 hours triggers a 135% premium above the standard hourly rate. After 10 elapsed working hours per day, the employee is entitled to a 20-minute paid break with per diem allowance/a light meal.

4.3

The working hour schedule must be determined and announced at least one day ahead, and must specify the time at which the employee starts and ends work. If the working day is scheduled within the standard working hours (06.00 – 19.00), notice of the time at which the employee must report for work must be given at the end of work the day before. If the working day is scheduled outside the standard working hours, notice of the time at which the employee must report for work must be given at least 4 hours ahead of the end of the day's programme the day before.

5. SPECIAL UNSOCIAL HOURS

5.1

Special unsocial hours constitute a flexible working hours scheme according to which, within a 40-hour standard working week, employees may be required to work for up to 10 standard hours a day for 4 days without overtime pay in return for a day off on the 5th weekday within the standard working week. Ten standard working hours are inclusive of a 15-minute paid break. In addition, a 30-minute unpaid break is held. The day off must be taken immediately prior to or after a weekend.

5.2

The producer must always inform the employee of work required during special unsocial hours in connection with contract conclusion and before shooting/production is initiated. If possible, work during special unsocial hours must be agreed with the fiction crew's spokesperson. If, at a later time, the producer wishes to convert weekly working hours into special unsocial hours, such conversion is subject to agreement between the producer and the fiction crew's spokesperson.

5.3

Special unsocial hours can be agreed for an indefinite number of weeks, always provided that the standard working week in connection with special unsocial hours ends no later than at 03.00 Friday morning.

5.4

If, at the producer's request, during a week in which special unsocial hours are worked, the employee agrees to work on the day on which he or she is entitled to a day off, the employee will be paid the standard hourly rate plus 100%.

5.5

If shooting/other work continues after 10 standard hours of work per day, a 25% premium above the standard hourly rate is paid for the first hour and a 40% premium for the second. Overtime in excess of 2 hours triggers a 135% premium. After 10 elapsed working hours per day, the employee is entitled to a 20-minute paid break with per diem allowance/a light meal.

6. OVERTIME AND NOTICES OF OVERTIME ON WEEKDAYS

6.1

- a) Overtime during Monday to Friday may be calculated and paid for in whole, half or quarter hours.
- b) As far as possible, notice of overtime must be given 1 day ahead, but no later than 3 hours before the day's programme ends. Unnotified overtime is subject to agreement with the spokesperson.
- c) The first overtime hour is payable at a 25% premium and the second at a 40% premium above the standard hourly rate for standard working hours and special unsocial hours provided notice has been given in accordance with 6.1.b. The third overtime hour and further hours are payable at a 135% premium above the standard hourly rate for standard working hours and special unsocial hours provided notice has been given in accordance with 6.1.b.
- d) Unnotified overtime is payable at a 50% premium above the standard rate for the first overtime hour and a 100% premium above the standard rate for the second overtime hour. The third overtime hour and further hours are payable at a 135% premium above the standard hourly rate for standard working hours and special unsocial hours.
- e) Notified and unnotified overtime must always be compensated by way of overtime pay for the first hour if the overtime has not been called off 1 hour before the commencement.
- f) Employees are not entitled to work overtime in excess of 10 hours a week and be compensated for such overtime.
- g) Directors of photography, line producers and production managers who do not receive a fixed pay are only entitled to overtime pay for overtime for the shoot. Overtime for the shoot is defined as: Overtime according to the closing time of the daily call sheet.

7. UNSOCIAL HOURS

7.1

Unsocial hours are: Monday 19.00 – 24.00. Tuesday to Thursday 00.00 – 06.00 and 19.00 – 24.00, and Friday 00.00 – 06.00 and 19.00 – 20.00, see the weekend work schedule.

7.2

If working hours are scheduled, wholly or partly, for the unsocial-hour period, notice thereof must be given at least 5 days in advance as far as possible.

7.3

Hours between 00.00 and 06.00 on Mondays and between 19.00 and 24.00 on Fridays may not be worked during the same week.

7.4

The premium for unsocial hours worked between 19.00 and 06.00 is DKK 100 per hour. In the interests of health and safety, work after 24.00 must be minimised as far as possible. In the case of unsocial hours worked at weekends, no premium for unsocial hours is payable, only weekend premium.

7.5

The giving and calling-off notice rules in the collective agreement are followed, including that overtime in excess of 2 hours in continuation of unsocial hours may only be worked subject to agreement with the spokesperson.

8. WEEKENDS AND PUBLIC HOLIDAYS

8.1

Weekend work begins Friday at 20.00 and ends Monday at 06.00.

8.2

Weekend and public holiday work, as well as work on Christmas Eve and New Year's Eve, is payable by the hour at the standard hourly rate plus 75%, but for a minimum of 4 hours except in the case of second units. If during a week, at least 2 days are worked that include a public holiday, Christmas Eve, New Year's Eve, a Saturday and/or Sunday, the premium is 100% for the second day and subsequent days.

8.3

For hours worked in excess of 8 standard hours, in addition to the weekend/public holiday premium, a 25% premium above the standard hourly rate is payable for the first hour and a 40% premium for the second. Overtime in excess of 10 hours triggers a 135% premium above the standard hourly rate. After 10 elapsed working hours, the employee is entitled to a 20-minute paid break with per diem allowance/a light meal.

8.4

Weekends/public holidays may not be worked unless notice thereof is given at least 4 days/96 hours in advance and unless agreed with the spokesperson.

8.5

Weekend/public holiday work may be cancelled if the cancellation deadline, if any, has been agreed with the spokesperson at least 1 day/24 hours before commencement of the work. If the cancellation deadline is met, no compensation for weekend/public holiday work is payable.

8.6

If the deadline in clause 8.5 is not met, work agreed but not performed is payable at 50% of the amount that would have been payable had the work been performed.

9. PAYMENT OR TIME OFF IN LIEU FOR WORK ON SATURDAYS, SUNDAYS, PUBLIC HOLIDAYS AND WEEKDAYS

9.1

For work during weekends, on public holidays, Christmas Eve and New Year's Eve, the producer must agree with the spokesperson whether the work is to be paid for or if time off in lieu is to be taken. Time to be taken off in lieu must be scheduled subject to agreement with the spokesperson and can only be taken as whole days.

9.2

For overtime during weekdays, the producer must agree with the spokesperson whether the overtime is to be paid for or if time off in lieu is to be taken. Time to be taken off in lieu must be scheduled subject to agreement between the producer and the employee.

9.3 Worked overtime taken off in lieu must be taken in an equal ratio of 1 (including premiums) to 1 (including premiums).

10. POST-PRODUCTION TERMS

10.1

The provisions mentioned below apply to post production for sound engineers, assistant sound engineers, sound assistants, VFX supervisors, post-production coordinators, editors and assistant editors, and will replace the provisions of clauses 4-9 where they differ.

10.2

A standard working week is 40 hours Monday to Friday, including a 15-minute paid break per day.

10.3

The employee must plan his or her daily working hours with due regard for the production schedule and in such a way that the weekly working hour standard (40 hours) is met.

10.4

If, at the end of the week, according to agreement with the producer, the employee has not met his or her working hour standard, any hours owed will be transferred to the following week and so forth. Such hours will always be regarded as standard hours. The producer is not entitled to furlough the employee without full pay.

10.5

The contract includes further details on the employment relationship in terms of time, place and equipment. The employee must keep a daily time sheet of work performed. The time sheet must be handed over to the producer for approval immediately after the end of the week.

10.6

Work performed during the period Monday to Friday that exceeds the standard 40-hour working week is considered overtime and will be paid for according to clause 4.

11. REST PERIODS AND REST DAYS

11.1

The producer undertakes to organise production so that the rest period and rest day rules of the Danish Occupational Health and Safety Act (*Lov om Arbejdsmiljø*) (Consolidation Act no. 1084 of 19 September 2017 and the related Executive Order no. 324 of 23 May 2002) are observed.

12. BREAKS

12.1

A working day includes a 15-minute paid break. In addition, a 30-minute unpaid break is held. The rules on breaks apply to all employees on the production.

The lunch break must commence no earlier than 3 hours and no later than 5 hours after the time the employee reported for work. If the break is not commenced within the period stated or if work, for example a weekly programme meeting, is performed during the lunch break, the producer must pay compensation corresponding to a per diem allowance (lunch) in accordance with the full rates of the circular on rate adjustment for official trips issued by the Danish Agency for the Modernisation of Public Administration (*Moderniseringsstyrelsen*). Work performed during all breaks is paid for at the standard hourly rate plus allowances/premiums according to the collective agreement.

12.2

After 10 elapsed working hours per day, the employee is entitled to a 20-minute paid break with per diem allowance/a light meal.

12.3

The entire crew need not take breaks simultaneously.

13. TRANSPORT TIME AND TRAVEL TIME

13.1

Transport time is the term used to designate the time directly spent travelling to shoots, for example, transport from the primary production address/place of accommodation to location and back.

Transport between several locations in the course of a day forms part of hours worked and is paid for accordingly, in the same way as when the employee is subject to the producer's power of control, for example, when driving equipment vehicles/production cars, etc.

A primary production address (Central Business Register no.) can be established per region in Denmark and on Bornholm for each production. Production addresses abroad are secondary production addresses.

The distance is calculated according to the shortest distance by car in Google maps (<https://www.google.com/maps>).

13.2

If the location does not require an employee to stay overnight and when the transport distance between the primary production address and the location is 35 km or less either way, transport time does not form part of hours worked, and the employee is personally responsible for his or her transport.

If the transport distance between the primary production address and the location exceeds 35 km, any transport beyond the 35 km forms part of the hours worked, and the producer must arrange and pay for the transport.

If the location is more than 1 km away from public transport, the producer must arrange for transport between the public transport facility and the location.

In the exceptional cases in which the transport distance from the employee's home to the location is less than 35 km, transport time does not form part of the hours worked, regardless of the duration of the transport between the production address and the location.

On weekdays, transport is paid at an amount of DKK 50 per quarter or part of a quarter of an hour, and payment can be made for no more than 4 hours for every 24 hours. Transport time in excess of 4 hours for every 24 hours on weekdays and all transport time on a Saturday, Sunday or public holiday, Christmas Eve and New Year's Eve are paid at the standard hourly rate.

13.3

In the event that the location requires an employee to stay overnight with accommodation, the producer will arrange and pay for the transport to and from the place of accommodation and to and from the location, regardless of the distance.

When the transport time between the primary accommodation and the location is 30 minutes or less either way, no payment is made for transport time. Transport time in excess of 30 minutes either way between the primary accommodation and the location is payable as hours worked at the standard hourly rate.

An employee is entitled to accommodation when overnight stay is required, for example, if his or her home is located in another region or if the length of working days including transport to the employee's home renders commuting within a reasonable time impossible.

Shooting abroad entitles employees to accommodation when overnight stay is required.

13.4

If production time on location requires an employee to stay overnight for a continuous period lasting one or more weekends, the producer must

- pay full per diems and weekend accommodation in accordance with the current rates of the Danish Agency for the Modernisation of Public Administration, provided the employee does not travel home, or
- if the employee chooses to travel home, pay the transport expenses for a fast, suitable and financially reasonable means of transport between the location or the accommodation to the nearest transport connection and home to the station nearest to the individual employee's home, or
- pay transport expenses and the transport time at the standard hourly rate to the employee's home and back to the location, if the employee is ordered to travel home over the weekend in direct continuation of the shoot.

The producer decides and approves the means of transport and the transport expenses in advance.

13.5

Travel time is the term used to designate travel not directly related to shoots, for example, arrival on location the day before shooting starts or departure the day after shooting ends.

Travel time does not form part of hours worked and is paid at the standard hourly rate, also in connection with unsocial hours and on Saturdays, Sundays or public holidays. As long as the employee is subject to the producer's power of control such time is, however, always considered hours worked, for example, in connection with driving equipment vehicles/production cars, and is paid for by way of various allowances/premiums according to the collective agreement.

If, subject to agreement with the producer, the employee chooses to travel to the location directly in connection with the shooting, travel time is not included in the calculation of hours worked, but is paid for as travel time at the standard hourly rate.

13.6

A waiting day is calculated as a standard 8-hour working day.

A travel day is payable at an amount corresponding, at a minimum, to 3 hours' pay. The 4th and 5th hours of travel are payable at an amount corresponding to a whole hour's pay per hour or part of an hour of travel, and travel in excess of 5 hours is payable at an amount corresponding to 8 hours' pay. Every hour of travel time in excess of 8 hours for every 24 hours is payable at an amount corresponding to a whole hour's pay per hour or part of an hour of travel.

The producer will arrange for transport and will also pay the transport expenses related to travel time.

The first outbound journey and the last journey home from the location or accommodation where the employee stays overnight, also on a Saturday, Sunday, public holiday, Christmas

Eve or New Year's Eve, are always paid for as travel days. This also applies if the transport concerned is directly related to the shooting; however, the transport will constitute hours worked if the employee is subject to power of control.

The form and time of travel is subject to agreement between the employee and the producer with due consideration for both parties' needs.

The producer takes out travel insurance, pays for the vaccinations recommended by the Danish State Serum Institute (*Seruminstituttet* – SSI), etc, for all employees on productions requiring travel and stays abroad.

The producer must pay all approved travel expenses in connection with the production.

13.7

Travel on Saturdays, Sundays, public holidays, Christmas Eve or New Year's Eve is payable at the standard hourly rate, provided the employees, subject to agreement with the producer, use the latest possible swift connection for the outbound journey and the earliest possible swift connection for the home journey. If this type of connection is not used, the standard hourly rate plus 50% is payable. Travel time is not considered weekend work.

14. ACCOMMODATION AND PER DIEM ALLOWANCES

14.1

Meal and accommodation expenses are payable by the producer according to the full rates of the circular on rate adjustment for official trips issued by the Danish Agency for the Modernisation of Public Administration.

The producer may also choose to provide accommodation and meals for the crew. The producer must ensure that the standard is on a level with the full rates of the circular on official trips concerning meals and accommodation issued by the Danish Agency for the Modernisation of Public Administration. The standard is subject to approval by the spokesperson.

Compensation for special circumstances may be paid subject to agreement between the producer and the spokesperson.

15. CREW MEETING, SPOKESPERSON AND OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVE

15.1

At the first crew meeting, which is to be held as far as possible no later than 2 weeks before shooting starts, the producer or its representative must inform the crew about production conditions, including anticipated shooting outside normal working hours.

15.2

A spokesperson and an alternate spokesperson as well as an occupational health and safety representative are elected at the first crew meeting. The spokesperson's task is to represent the crew vis-à-vis the producer and act as shop steward during production. The occupational health and safety representative's task is to form part of the occupational health and safety organisation on behalf of the crew.

15.3

The occupational health and safety representative and the spokesperson will each receive compensation of DKK 500 from the producer per working week.

15.4

Dismissal of a spokesperson or an occupational health and safety representative must be justified by compelling reasons.

15.5

If the producer intends to dismiss a spokesperson or an occupational health and safety representative, the matter must be negotiated with FAF prior to dismissal.

15.6

After the negotiation mentioned in clause 15.5, the parties may request that the matter be referred to an arbitration tribunal to be set up according to the provisions of clause 24.

15.7

If the arbitration tribunal is satisfied that the dismissal was unfair, but that the employment relationship cannot continue, the producer is obliged to pay compensation, the amount of which must depend on the facts of the case and be fixed by the arbitration tribunal.

15.8

If problems requiring immediate attention arise during production, a spokesperson is entitled to call a meeting during working hours to last no more than 15 minutes at a maximum, but only one meeting per working day.

15.9

The producer or his representative is under an obligation to meet the spokesperson and possibly the crew for up to 2 hours after the end of working hours on the same day as the problems requiring immediate attention arose.

Neither the crew nor the spokesperson will receive any pay for such meetings.

15.10

The producer must keep the spokesperson and the occupational health and safety representative informed in the best possible manner about all matters of relevance to the spokesperson's and the occupational health and safety representative's performance of their duties.

16. HOLIDAYS

16.1

Employees hired under this collective agreement are covered by the Danish Holiday Act (*Lov om Ferie*), cf. Consolidation Act no. 1025 of 4 October 2019, as amended.

16.2

Instead of paying salary on public holidays falling on a weekday, where no work is performed, the producer must pay an extra holiday allowance amounting to 1% of the holiday-qualifying pay paid under the collective agreement to the FAF public holiday association. FAF's holiday association makes payments to all employees on contracts comprising public holidays, Christmas Eve and New Year's Eve.

17. GENERAL PROVISIONS

17.1

Employees may not make financial transactions in connection with shooting the fiction production without the producer's consent.

17.2

Employees may not disclose any circumstances concerning the fiction production's script and implementation or similar without the producer's permission.

17.3

Employees may not take photos of any scenes or similar pertaining to the fiction production or its actors for private use, unless otherwise agreed with the producer.

18. CREDITS

18.1

In accordance with good practice and any crediting rules issued by TV stations, the producer must credit all employees in the fiction production's rolling titles.

18.2

The producer must arrange for all artistic and non-artistic production functions (including camera, lighting, sound, editing, producer, assistants, and others) to be credited at www.imdb.com.

19. ILLNESS

19.1

If an employee is unable to perform his or her duties due to illness, any resulting absence is considered a valid excuse for such absence, unless the employee contracted the illness during the contract term deliberately or by gross negligence or, on conclusion of the contract, fraudulently failed to disclose that he or she suffered from the illness concerned.

19.2

If the nature and duration of the employee's illness is such that it is estimated to cause considerable practical problems and an ensuing financial burden for the producer, the producer is entitled, should he or she so wish, to terminate the contract in writing at 2 weeks' notice for engagements of up to 10 weeks' duration and at 4 weeks' notice for engagements with a duration exceeding 10 weeks. If, at the time the sick note is given, an employee's total employment has lasted more than 10 weeks as a result of full or partial exercise of an option concerning the same production, a notice of 4 weeks applies.

19.3

In the event of illness, the producer may call in a stand-in for the employee without notice.

20. TERMINATION OF CONTRACT WITH OR WITHOUT NOTICE

20.1

The parties may terminate a concluded engagement contract without notice, provided the termination is made in writing and the other party is in receipt of the termination no later than 4 weeks prior to the date of commencement of the engagement.

20.2

The employee and the producer are entitled to terminate the contract later than 4 weeks prior to the engagement commencement date at 2 weeks' notice for engagements of up to 10 weeks' duration or less and at 4 weeks' notice for engagements with a duration exceeding 10 weeks. The termination takes effect from the engagement commencement date. If an employee's total employment has lasted more than 10 weeks as a result of full or partial exercise of an option concerning the same production, a notice of 4 weeks applies.

20.3

If the contract is terminated without notice later than 4 weeks prior to the engagement commencement date because the fiction production is abandoned or cancelled due to circumstances for which the producer cannot be blamed, the producer must pay the employee for any work performed as well as compensation of 30% of the remaining contract amount.

20.4

The employee is obliged to limit his or her loss in connection with the cancellation in accordance with the law of damages in Denmark. However, any set-off in the cases mentioned in clause 20.3 is not to be effected until the employee has earned a salary elsewhere that, together with the compensation from the producer, equals the agreed contract amount. Furthermore, any set-off against the compensation must be calculated on a daily basis.

20.5

If, without due cause, the employee fails to turn up for shooting at the time agreed between the parties or fails to turn up altogether, or if the employee generally fails to comply with the wording of the contract, the employee is liable in damages according to the general law of damages in Denmark. Furthermore, the producer is entitled to terminate the contract without notice in such cases.

20.6

The producer also undertakes to comply with the wording of the contract and, in the event of a breach, is liable in damages according to the general law of damages in Denmark. If the producer does not comply with the wording of the contract, the employee is entitled to terminate the contract without notice in such cases.

21. SPECIAL BETA ALLOCATION

21.1

The producers must pay a premium of 0.5% of the employees' holiday-qualifying pay to FAF, which administers the special BETA allocation. FAF uses the BETA funds as payments towards employees' parental leave and supplementary training, a spokesperson system and occupational health and safety matters.

The funds paid into BETA may be used in the following manner on condition that an amount of DKK 100,000 is at all times available for payments from the Parental Leave Fund.

Parental Leave Fund: FAF can pay a monthly amount of DKK 2,000 as from 3 months before and until 3 months after childbirth/adoption to employees having worked for no less than 4 weeks under the collective agreement concerning fiction productions within a period of 2 years prior to the time of childbirth/adoption. Applications are subject to approval by FAF and the Danish Producers' Association.

Supplementary training: Support can be granted for enhancing professional standards in the industry through the holding of courses and individual supplementary training activities. Focus is on disseminating information particularly on occupational health and safety, technical matters, negotiation techniques, career development and conflict management.

Spokesperson system: FAF will set up a training programme for spokespersons, which will include a guide describing the spokesperson function and associated tasks.

Occupational health and safety: FAF can grant support for occupational health and safety, including psychological counselling for distressed employees suffering from work-related mental health problems.

22. PRODUCER'S EXPLOITATION RIGHT

22.1

Under the contract, the producer acquires an exclusive, indefinite right to broadcast the fiction production worldwide and deal with it by making copies thereof and making it available to the public by selling, renting or lending it in any format and on any media whatsoever, including on interactive media and streaming services, by disseminating the fiction production to the public in any way, irrespective of method; and by publicly presenting the fiction production, including through cinema viewings, institutional screenings, making it available on demand or through television broadcasting, irrespective of whether the fiction production has been shot using analogue or digital technology or whether dealing with it involves the entire fiction production or parts thereof. The producer is also entitled to have the fiction production subtitled or dubbed in any language. The producer's exploitation right also applies to any photographic material, etc, including the negatives prepared by the still photographer pursuant to the contract. In addition, the footage produced by the camera operator that is used to screen the fiction production may further be exploited by the producer for framegrabs. The producer ensures that the camera operator is credited accordingly.

22.2

Remuneration for the producer's feature film exploitation right under clause 22.1 must be paid according to the following guidelines:

a. Once the private producer's equity with the addition of 20% has been recouped through the feature film revenues, a 1% royalty of the producer's and other private investors' revenues is payable to FAF. Royalty must be paid before revenues are distributed through the producer and other contributors to the privately invested capital.

If, as a result of exploitation under clause 22.1, the producer's revenues from the feature film cannot be considered to fall within the "film revenue" basis defined by the Danish Film Institute, the producer must enter into a separate agreement on royalty payments, etc, with FAF.

b. The parties agree that the VISDA price list for reproduction and broadcasting in public venues/on-screen broadcastings of previously published works of art must form the basis of payment to the still photographer and camera operator for exploitation beyond the payment already made for use of the still photographer's photographic material and the camera operator's framegrabs in connection with launching the fiction production and the related marketing on all media. The producer must be particularly aware of the moral rights provision of the Danish Copyright Act (*Ophavsretsloven*) when exploiting the still photographer's photographic material and the camera operator's shots.

c. In connection with co-productions with foreign producers, only royalty on the Danish producer's revenues is payable.

d. The remuneration mentioned in clause 22.2.a represents a special royalty payment to the FAF members that enjoy copyright protection.

e. The right to remuneration for rental and lending as defined in the EU Directive on rental and lending is comprised by the royalty provision of clause 22.2.a.

22.3

All rights to currently known or future applications of the finished product that have not been acquired by the producer by virtue of clause 22.1 belong to the author.

22.4

The producer is entitled to transfer and resell the right to the fiction production subject to compliance with the provisions of this collective agreement. Exploitation of the rights referred to in the contract and collective agreement is generally conditional on the producer's correct and timely payment of the remuneration stipulated in the collective agreement. If the producer fails to settle payments due for more than 30 days after receipt of a demand for payment by registered letter from FAF, all the producer's future rights will lapse by FAF subsequently sending a written statement to this effect to the producer. However, the producer is entitled at any time to recover the rights by settling the payments due, with the addition of default interest from the due date and such reasonable legal and other costs as FAF may have incurred as a result of the producer's breach. In the event of the producer's bankruptcy or suspension of payments, all the producer's rights will lapse 30 days after a bankruptcy petition has been filed or suspension of payments has been filed for, as the case may be, unless full and adequate security has been provided in advance for the timely settlement of all payments due, including payments due prior to the filing of the petition/the filing for suspension of payments. The author's conditions for transferring the exploitation right and powers under this provision will apply correspondingly to the producer's partial or universal successors in the rights to the fiction production, always provided that all demands and notices can still be served on the producer with binding effect on such successors also, until FAF has been notified by registered letter of the succession specifying a representative for the successor domiciled in Denmark, to whom future notices and demands can be served with binding effect on the successor.

22.5

In any case, the royalty payment referred to in clause 22.2 will be paid directly to FAF, which will then decide about the distribution of the remuneration received to its members in accordance with the decisions made by FAF's competent body.

22.6

FAF is entitled to demand documentation of revenues and expenses in connection with exploitation of the feature film, see clause 22.2.a, and to demand full access to the feature film accounts if it has doubts about the correct settlement to FAF.

22.7

Irrespective of the transfer of rights under this collective agreement, the employee and the producer will maintain the right to remuneration under sections 13, 17(4), 30 a, 35 and 50(2) of the Danish Copyright Act and corresponding national, foreign or international provisions, including rules and remuneration schemes that may later supplement or replace such provisions. Correspondingly, the employee and the producer will retain the right to remuneration under other remuneration schemes managed by Copydan or other Danish or foreign organisations managing collective remuneration schemes, irrespective of whether the remuneration scheme exists today or is established in future, and irrespective of whether the remuneration scheme is a Danish, foreign or international scheme. This clause means that the remuneration for a third party's exploitation of rights covered by the clause will be paid through the collective management organisation in question.

Remuneration for private copying under section 39 of the Danish Copyright Act will be paid through Copydan.

22.8

A 17% premium above the standard rate is payable to production designers or set designers, camera operators and editors in cases where

- fully financed productions ordered by a stand-alone SVoD service are involved and
- no Copydan reservation exists between the producer and the stand-alone SVoD service concerning the use of the SVoD service by third-party platforms offering the service as part of multiple audiovisual content/channels/services for end-users against payment, and where the third-party platform is responsible for the customer relationship with end-users (ie, fixes prices for and receives payment from end-users).

The premium is payable as compensation for lack of Copydan remuneration and ceases to be payable if the SVoD service accepts a Copydan reservation.

The premium will be reduced pro rata in the cases in which, in the financing of the fiction production sales have been made for exploitation that triggers Copydan remuneration. The producer submits documentation for the financing of the fiction production to FAF.

A traditional pre-sale for TV broadcasting that triggers Copydan remuneration and finances 10% of the production budget will, for example, trigger a 10% deduction in the premium, so that only a 15.3% premium above the standard rate will be payable.

The employees and the producer specified in clause 22.8 will retain a right to remuneration in respect of Denmark if the producer and a stand-alone SVoD service have agreed on a Copydan reservation concerning the use of the SVoD service by third-party platforms offering the service as part of multiple audiovisual content/channels/services for end-users against payment, and where the third-party platform is responsible for the customer relationship with end-users (ie, fixes the price for and receives payment from end-users) and remuneration schemes for such use in Denmark are set up. This clause means that the remuneration for a third party's exploitation of rights covered by the clause will be paid through the relevant collective management organisation.

22.9

In any case, the premium referred to in clause 22.8 will be paid directly to FAF no later than at the time the fiction production premières, after which FAF will decide on the distribution of the premium received to employees encompassed by clause 22.8, in accordance with the decisions made by FAF's competent body.

22.10

If, according to agreement with FAF, the Danish Producers' Association enters into agreement with a collective rights organisation for artists regarding payment to right holders covered by this collective agreement, such agreement can be set out in a protocol to this collective agreement. In such case, the parties must renegotiate pay rates for the right holders.

23. Disputes

23.1

Efforts should be made at a mediation meeting to solve any disagreements regarding the construction of the provisions of this collective agreement and any claims for breach of the collective agreement, which meeting should be held within 48 hours to the widest possible

extent. At such meeting, the parties may be represented by a lawyer or a representative of an external organisation appointed by them, possibly by the participation of a central organisation, and by a representative of FAF and of the Danish Producers' Association. In the event of a breach of the collective agreement, compensation to be paid by the violating party to the aggrieved party will be fixed at the mediation meeting. The amount of the compensation will be fixed relative to the nature and gravity of the breach.

23.2

The above 48-hour time limit is counted from the time when a party makes a written request for the case to be considered.

23.3

Decisions made at the mediation meeting are binding on both the producer and the employee as well as on their organisations. At the mediation meeting decisions can only be taken by a unanimous vote. Failing unanimity, either party may refer the matter to arbitration according to the rules of clause 24.

24. ARBITRATION

24.1

Failing unanimity about a matter considered at a mediation meeting, either party may refer such matter to arbitration through the Danish Institute of Arbitration (*Det Danske Voldgiftsinstitut*) according to the rules on simplified arbitration.

25. RENEWAL OF COLLECTIVE AGREEMENT

25.1

This collective agreement remains in force until it expires.

25.2

The parties agree to initiate negotiations with a view to renewing the collective agreement 6 months before it expires.

26. TERMINATION OF COLLECTIVE AGREEMENT

26.1

The collective agreement takes effect on 1 January 2020 and expires on 31 December 2021.

26.2

The collective agreement can be extended for 6 months at a time, provided both parties agree on such extension 3 months before expiry.

For FAF
22 January 2020

For the Danish Producers' Association
22 January 2020
