**STANDARD CONTRACT pertaining to Collective Agreement concerning Fiction Productions (Scripted Productions)**

**between the Danish Producers' Association and the Danish National Trade Union for Film and Television Workers ("FAF") of 7 March 2022**

*This contract is entered into today between*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("the Producer")

(Producer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Postcode and town)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Central business register (CVR) no.)

*and*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("the Employee")

(Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Postcode and town)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Civil reg. no.)

as follows:

**1. Job description, etc**

The Producer engages the Employee as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for a fiction production (scripted production) ("fiction production”) whose working title is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Period of employment**

The Employee is engaged for \_\_\_\_\_\_\_ weeks, from \_\_\_\_\_\_\_ to \_\_\_\_\_\_\_ 20\_\_\_

with an option for extension for up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ weeks.

**3. Pay**

**A. Weekly pay rate.** The Employee receives a standard rate of pay ("standard rate”) of DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week.

In addition, the Producer pays a pension contribution (9.5% of the standard rate) of DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week into a pension plan approved by the parties to the collective agreement.

According to clause 3.7 of the collective agreement, the following personal allowances have been agreed:

DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week.

**B. Fixed pay (lump sum).** The Employee receives a total pay of DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the film, see clause 3.9 of the collective agreement. In addition, the Producer pays a pension contribution (9.5% of the standard rate) of DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per week into a pension plan approved by the parties to the collective agreement. An appendix with a brief and precise job description must be attached, see clause 3.9 of the collective agreement.

**4. Working hours**

**A. Standard working hours**

A working week is 40 hours, see clause 4.1 of the collective agreement. Hours worked beyond this are payable according to clauses 6-13 of the collective agreement.

**B. Special unsocial hours**

Work during special unsocial hours, see clause 5.1, has been agreed for the following weeks:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hours worked beyond this are payable according to clauses 6-13 of the collective agreement.

**5. Production addresses**

The fiction production's production address(es), see clause 13.1, is(are) as follows:

1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. Credits**

The following has been agreed concerning credits: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. Employee's financial transactions**

The Employee may not make financial transactions in connection with his or her work on the fiction production without the Producer’s/production manager's consent.

**8. Employee's personal belongings, etc**

In the absence of agreement with the production manager/Producer, the Producer is not liable for any personal belongings which the Employee brings for the purpose of the making of the production (equipment, props, etc) or for any other personal belongings brought to the production address(es) by the Employee.

It has been agreed, however, that the Employee will bring the following effects, which will be covered under the Producer's production insurance, but only to the extent that any damage and/or loss and/or other insured event is not caused by the Employee's failure to exercise due care, and only to the extent that the damage and/or loss and/or other insured event occurs while the effects are being used in a work context related to production of the fiction production and at the production address or other location at the Producer's direction:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment, if any, to the Employee for bringing the above belongings is made by the Producer on a weekly basis at DKK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by separate invoice.

However, the Employee is assumed to have taken out adequate third-party liability insurance and comprehensive motor insurance for a car brought along.

**9. Confidentiality**

The Employee may not disclose any circumstances, photos, videos, etc, concerning the fiction production’s script and implementation, including publication on social media such as Facebook, etc, without the Producer’s permission.

**10. Private use of cars**

By his or her signature on this contract, the Employee represents that cars made available by the Producer for the fiction production will not be used privately. The Employee is personally liable for any speeding and parking tickets.

**11. Special agreements:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By his or her signature on this contract the Employee represents that he or she is aware that the Producer will submit a copy of the contract to FAF, see clause 2.1 of the collective agreement concerning fiction productions (scripted productions). The purpose thereof is to enable FAF to ensure that the contract meets the requirements in the collective agreement. You can find information about how FAF processes your personal data on <https://www.filmtv.dk/om-faf/saadan-behandler-faf-personoplysninger/>.

Reference is generally made to the collective agreement in force between the Danish National Trade Union for Film and Television Workers and the Danish Producers' Association of 7 March 2022 concerning fiction productions (scripted productions) and the relevant agreement between the parties on the framework agreement of 1 November 2021 concluded under the auspices of Create Denmark.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Place, date** |  | **Place, date** |
|  |  |  |
| **Producer** |  | **Employee** |

**The contract has been drawn up in four copies, of which either party retains one, one copy is submitted to FAF and one copy to the Danish Producers' Association.**