

International perspective on the Management of Copyrights in AV Projects

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Pact - Who We Are

- Pact - Producers Alliance for Cinema & Television
- UK's trade association representing all TV, Film and animation **Independent Production Companies**
- over 500 member companies
- Range in scale
- Geographically diverse

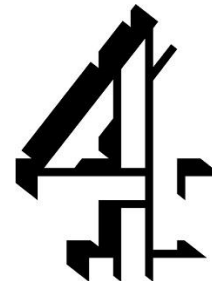
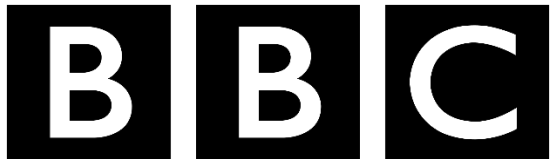
UK Successes



- Sherlock - sold to more than 200 territories
- Downton Abbey sold to more than 200 territories
- X-factor - commissioned in 45 territories, and airs in more than 150 attracts global audiences account for more than half a billion

Having A Voice

- Pact - famous for lobbying government to change regime
- Independent production companies now own their own IP
- Terms of Trade
- We negotiate all major broadcaster's terms of trade
- Collective Agreements



pact.

Reminder - Who owns a Copyright?

- Berne Convention – harmonisation
- Distinct national copyright laws
- Original
- Author's own intellectual/artistic creation expressed
- Author(s) – Producers/Employers/Joint Owners
- Duration (70 years from death)
- Films/Programmes – layering of copyright

- Purpose – stops/authorises copying
- Ideas
- Registration
- Independent creation
- Clearance of rights

Written Copyright Assignment

- 1.1 The rights assigned and granted to us under the Conditions include an assignment and grant to us with full title guarantee of all intellectual property rights and related rights (including rental and lending rights) (“IPR”) for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, so far as you are able, in perpetuity) in:
 - (a) the Film;
 - (a) all Films or series of Films yet to be created for which you are engaged by us to be the principal director (“the Works”); and
 - (a) all other products of your services under this agreement (including, without limitation, all literary, dramatic, artistic and musical material contributed by you) (“Products”).
- 1.2 In the case of Works not in existence at the date of this agreement, such assignment is a present assignment of future copyright.
- 1.3 You acknowledge that you cannot assign or otherwise deal with any rights in the Film or the Works without our prior consent.
- 1.4 You agree that you are the sole legal and beneficial owner of the rights assigned and granted to us in Clause 1.1 and that you have not assigned or licensed and will not assign or license any of these rights to any other person or organisation.

Moral Rights in Films – alienable/inalienable

1. Identified as Author
2. Object to derogatory treatment
3. Not to be identified as creator (false attribution)
4. Right not to have work exhibited

Impacts:

1. Waivers necessary
2. Distribution Agreements
3. Credits

* We may edit, copy, adapt or translate your Contribution at our discretion and you waive any “moral rights” that may exist in your Contribution.

Copyright in Films – “The Bible”

- Original Work; Novel; or Format
- Establishing Ownership (Public Domain)
- Option Agreements (Drama/Life Stories/Locations)
- Acquisition Agreements
- Financing Agreements
- Bond Guarantees
- Writer Agreements (Collective Agreements)
- Actor Agreements
- Director Agreements
- Producer Agreements
- Crew Agreements (Art Director; Choreographer; SFX etc)

Writer Agreement

THIS AGREEMENT is made on

20[]

BETWEEN:

- (1) **PRODUCER LIMITED** whose registered office is at INSERT (“**the Company**” which expression shall be deemed to include its successors in title licensees and assigns) and
- (2) **WRITER** c/o Agent at INSERT (the “**Writer**”)

“PROGRAMME TITLE”

- A. The Company has been commissioned by INSERT (“**the Financier/Commissioner/Broadcaster**”) to produce the Programme.
- B. The Company has engaged the Writer to write [presenter links] to be agreed in good faith between the Writer and the Programme Series Producer for [] x [] minute (slot length) [description of programme] provisionally entitled “insert” (“**the Programme**”, which expression shall include any re-edited, reformatted, compilation or interactive versions and/or related programmes) on the terms set out below.

Writer Agreement – Payment Schedule

IT IS HEREBY AGREED AS FOLLOWS:

1. During the Term the Writer shall contribute original material/presenter links for use by the presenters for the Programme in accordance with the Company's instructions ("**the Material**"). The Writer agrees that the Company shall be under no obligation to produce the Programme or to include the Material in the Programme.
2. Provided that the Writer fulfils his material obligations under this Agreement the Company shall pay the Writer a fee of _____ per day (£_____) for [x prep days] plus [x RX days] on [insert date] exclusive of VAT, for the Material payable as to fifty per cent (50%) on signature of this Agreement and fifty per cent (50%) within fourteen (14) days of completion of the Writer's services under this Agreement. The Writer will attend the [location] on the RX days to undertake any necessary re-writes. The Writer authorises the Company to send all payments due under this Agreement to his/her agent INSERT whose receipt shall be a good and sufficient discharge for such fees.

Writer Agreement - Assignment

3. The Writer hereby assigns to the Company absolutely with full title guarantee in perpetuity the entire existing and future copyright in the Material in all languages throughout the universe (including all rights to renewals, reversions and extensions of copyright in perpetuity) and all other rights whatsoever (including without limitation any so-called rental and lending or cable retransmission rights) in and to the Material and in all the products of the Writer's services under this Agreement ("**the Work**").
4. Without prejudice to the provisions of clause 7.1, the Writer agrees to waive any so called "moral rights of authors" and such rights under Section 77 and Section 80 of the Copyright Designs and Patents Acts 1988 in the Material as the Writer has now or in the future and acknowledges that the Company shall be entitled to edit, adapt, omit parts from, add to or translate into other languages the Material or any part thereof in relation to the production and exploitation of the Programme.

Writer Agreement – Warranties

5. The Writer hereby warrants, undertakes and agrees that:
- (a) the Writer is free to accept this Agreement and has no other commitment which would prevent him from complying with his material obligations under this Agreement;
 - (b) the Writer is the sole owner of the copyright in the Material and is entitled to grant the rights to the Company under this Agreement, and such rights are free from all claims and to the best of his knowledge and belief do not infringe the rights of any third party;
 - (c) the Writer will not incur any liabilities on behalf of the Company nor pledge the Company's credit nor do or knowingly or negligently say anything detrimental to the Material or the Programme;
 - (d) the Writer is the author of the Material as defined by Section 154 of the Copyright, Designs and Patents Act 1988 and the Material is wholly original to the Writer, **pact**.

Warranties from Producers of Films

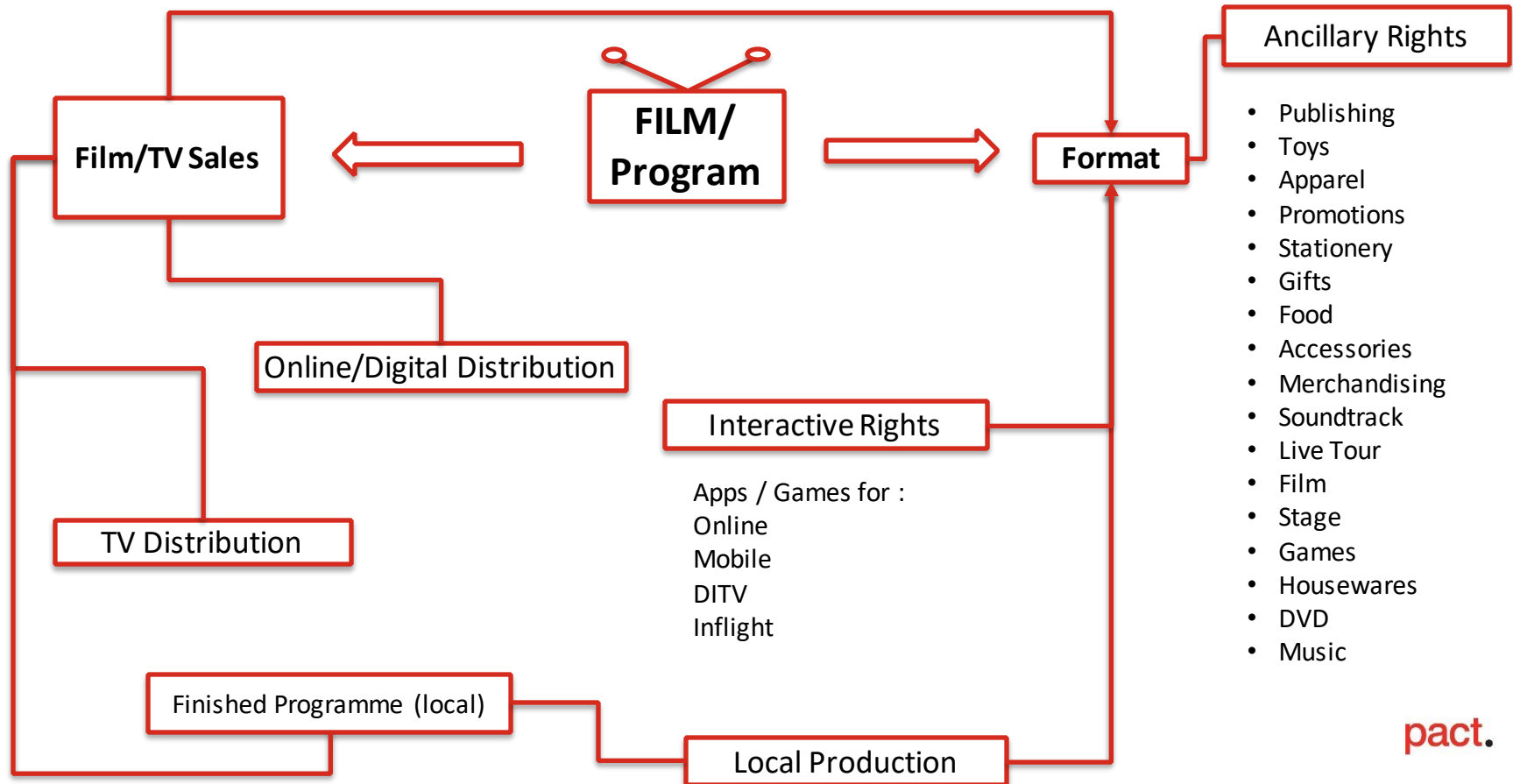
- Assert ownership/control in all rights
- Breach third party rights
- Limitations on warranties
- No conflict with grants of underlying rights
- Music/third party rights
- Excerpts/Modifications
- Title reports
- E&O Cover
- Registration

Clearances of content in AV content

1. Third party content – assignment or licence
2. Fair Use/ Fair Dealing (news, reporting, education, parody, criticism and review)
3. Trade Marks
4. Design Rights
5. Brands
6. Underlying rights – writer/performer
7. Out of copyright works

Revenue Streams of TV programmes

- Owning IP triggered commercial thinking
- Creative, innovative, commercial



Co-Production

- Ownership of Copyright/credits/roles
- Territories/spend/tax credits
- Shares of profit/overages/underages
- Creative control/turnaround provisions



"A FILM AS FIRED UP AND HUMAN AS ANY
YOU'LL SEE THIS YEAR"



YOUR COPY



OFFICIAL SELECTION
CANNES FILM FESTIVAL

DIRECTED BY
KEN LOACH

THE OLD OAK

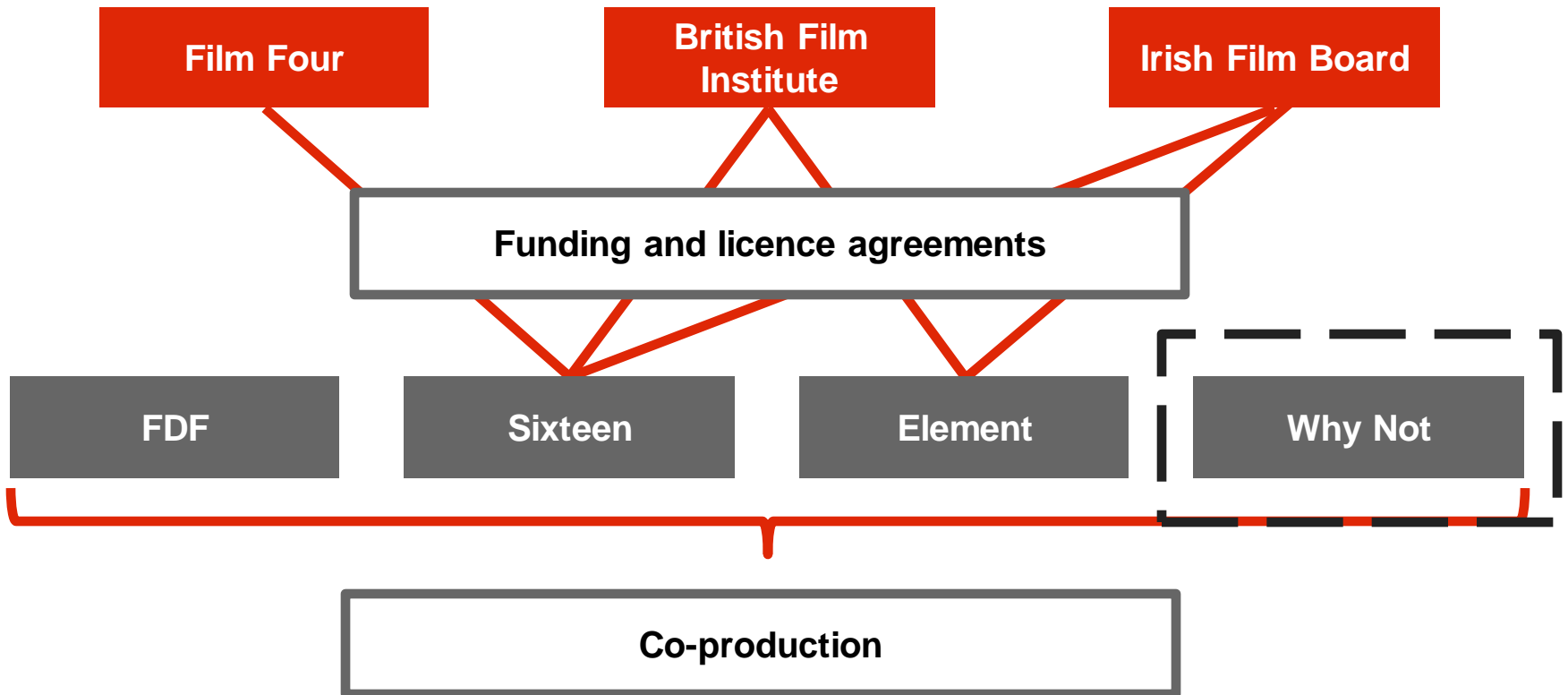
WRITTEN BY
PAUL LAVERTY

IT'S NOT WHERE YOU'RE FROM, IT'S WHAT YOU BRING.



COMING SOON TO CINEMAS

The Old Oak - Financing



Challenges

- Piracy
- Unauthorised uses (social media)
- Global v territorial exploitation
- AI
- Cross-Border Licensing
- Cultural Sensitivities/Censors
- International Treaties

