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# Fresh Blood Digital Shorts Licence Agreement

Name of Content:

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CONTRACT DETAILS									
<b>ABC</b>	<b>AUSTRALIAN BROADCASTING CORPORATION</b> (ABN 52 429 278 345) established under the Australian Broadcasting Corporation Act 1983 and having its principal office at 700 Harris Street, Ultimo, New South Wales 2007								
<b>Producer</b>	<b>PRODUCER:</b> ABN: Registered office address:								
<b>Content</b>	Title: Episodes and Duration: Type of Work and Genre:								
<b>ABC Licence Fee</b>	\$25,000								
<b>Screen Australia Grant</b>	\$25,000 (to be administered by the ABC)								
<b>Budget</b>	\$50,000 (See Annexure C)								
<b>Finance Plan</b>	<table><tbody><tr><td>ABC Licence Fee</td><td>\$25,000</td></tr><tr><td>Screen Australia Grant</td><td>\$25,000</td></tr><tr><td></td><td><hr/></td></tr><tr><td>Total</td><td>\$50,000</td></tr></tbody></table> <p>Note: Changes to Finance Plan subject to ABC and Screen Australia approval and terms of finance subject to ABC Editorial Policies.</p>	ABC Licence Fee	\$25,000	Screen Australia Grant	\$25,000		<hr/>	Total	\$50,000
ABC Licence Fee	\$25,000								
Screen Australia Grant	\$25,000								
	<hr/>								
Total	\$50,000								
<b>Production Schedule (dd/mm/yyyy)</b>	Script Delivery: Pre-Production: Production: Post-Production: Fine Cut:								
<b>Classification</b>	Must be no higher than MA15+								
<b>ABC Creative Approvals</b>	The Producer must obtain the written approval of the ABC in respect of the following elements and any changes: <ul style="list-style-type: none"><li>(a) Treatment;</li><li>(b) Draft scripts and final script;</li><li>(c) All key creative and production personnel and talent/cast;</li><li>(d) Music;</li><li>(e) Program title;</li><li>(f) Graphics, titles, supers and artwork;</li><li>(g) All cuts, including rough cut, final mix and final picture lock;</li></ul>								

	<p>(h) Credits; and</p> <p>(i) All publicity and promotion by the Producer.</p> <p>The Producer acknowledges that Screen Australia has approval of those elements in paragraphs (b), (c), (e), (g), (h) and (i) above (“<b>Screen Australia Approvals</b>”). The ABC will liaise with Screen Australia in regard to the communication of the Screen Australia Approvals to the Producer. In the event that the ABC, acting reasonably, disagrees with Screen Australia’s exercise of its approval rights pursuant to elements in paragraphs (g) or (i), then the ABC and Screen Australia will use best endeavours to resolve the disagreement by discussion. If the disagreement cannot be resolved, then the view of the ABC will prevail.</p>
<b>Delivery Date</b>	
<b>ABC Representative</b>	Yale Macgillivray, Executive Producer, macgillivray.yale@abc.net.au
<b>Technical Specifications</b>	See Annexure A
<b>Delivery Materials</b>	See Annexure B
<b>Payment Schedule</b>	<p>\$15,000 (30%) on signature of this Agreement and on satisfaction of the Screen Australia Payment Condition set out in Special Condition 2.2 below;</p> <p>\$30,000 (60%) on approval of final scripts;</p> <p>\$5,000 (10%) on acceptance by the ABC of all Delivery Materials and a final cost report (including acceptance by Screen Australia of all the Screen Australia Delivery Materials).</p>
<b>Insurance</b>	<p>Public liability insurance of \$20 million per occurrence.</p> <p>Workers compensation cover for all the Producer’s employees.</p>
<b>Options</b>	<p><b>Option 1</b> - The exclusive first option to acquire Free-to-Air Television Rights and further online rights in the Content.</p> <p><b>Option 2</b> – The exclusive first option to commission the Producer to produce a spin-off, subsequent series, sequel, prequel or remake or any other version of the Content.</p>
<b>Option Period</b>	<p><b>Option 1</b> – for the Licence Period.</p> <p><b>Option 2</b> - 12 months from the date the ABC accepts the Content delivered under clause 2.1(a) or other date the parties agree in writing.</p>
<b>Credit</b>	<p>The content must credit the ABC and Screen Australia as follows:</p> <p style="text-align: center;">End Credit (shared card) - <i>Fresh Blood is an initiative of Screen Australia</i> (plus logo) <i>and</i> ABC (plus logo)</p>
<b>ABC Rights</b>	<p>The right to use the Content throughout the world on ABC Free Online Services and ABC Social Media Platforms.</p> <p>The right to promote the Content in all media.</p>
<b>Screen Australia Promotional Licence</b>	<p>The Producer shall permit the ABC to grant Screen Australia:</p> <p>(a) a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, electronically store and reproduce in all media:</p> <p>(i) excerpts of the Content of up to 3 minutes in aggregate (including “in-context” usage of any licensed copyright material); and</p> <p>(ii) any materials created to market the Content, including posters, digital advertisements, still photographs, trailers, promotions reels</p>

	<p>and artwork, paid for from the Budget or otherwise acquired by the Producer);</p> <p>to promote the Content; and</p> <p>(b) the right to host screenings of the whole Content to Screen Australia's board, staff and a limited number of invited guests of Screen Australia and parliamentary screenings;</p> <p>provided that any use of the Content by Screen Australia prior to the ABC's first full exhibition of the Content on an ABC Free Online Service or ABC Social Media Platform shall be subject to ABC approval, other than internal screenings to Screen Australia's Board and staff.</p> <p>Screen Australia shall also have the right at any time to link to, or embed a link to, footage of the Content made available to the public online by the ABC or Producer.</p>
<b>Licence Period</b>	3 years from the Delivery Date.
<b>Territory</b>	World
<b>Holdbacks</b>	<p>All rights except as noted below:</p> <p>(a) All rights on any free platforms including Free-to-Air Television Rights – for the duration of the Licence Period.</p> <p>(b) all rights on any paid platforms – 12 months after completion of the first run on an ABC Free Online Service or ABC Social Media Platform.</p>
<b>Special Conditions</b>	<p><b>1. Producer social media accounts</b></p> <p>The parties acknowledge that the holdback against any free platforms does not apply to Producer social media accounts from the point when the ABC first uses the Content on ABC Social Media Platforms. The Producer is encouraged to make the Content available on its social media accounts simultaneously with the ABC.</p> <p><b>2. NFSA requirements</b></p> <p>2.1 In this Agreement, the following words and expressions have the following meanings:</p> <p><b>NFSA</b> means the National Film and Sound Archive of Australia;</p> <p><b>NFSA Deed</b> means the Deed between the Producer and the NFSA in relation to the Content, on terms approved by Screen Australia;</p> <p><b>NFSA Delivery Confirmation</b> means written confirmation from the NFSA that they have received the NFSA Deed; and</p> <p><b>Screen Australia Investment Manager</b> means X, email address: <a href="mailto:xx@screenaustralia.gov.au">xx@screenaustralia.gov.au</a></p> <p>2.2 Prior to the payment of the first instalment in the Payment Schedule, the Producer must:</p> <p>(a) execute and deliver the NFSA Deed to the NFSA; and</p> <p>(b) deliver the NFSA Deed and NFSA Delivery Confirmation to Screen Australia (emailed to <a href="mailto:deliveries@screenaustralia.gov.au">deliveries@screenaustralia.gov.au</a>, with a copy to the Screen Australia Investment Manager)</p> <p>(“<b>Screen Australia Payment Condition</b>”).</p> <p>2.3 The Producer must comply with its obligations under the NFSA Deed.</p>

2.4 The Producer must address any queries in relation to the requirements set out in this Special Condition 2 to the Screen Australia Investment Manager.

By signing below the ABC and the Producer agree to be bound by the terms of the Contract Details and the General Terms and Conditions, and any Annexures.

EXECUTED AS AN AGREEMENT

**EXECUTED** for and on behalf of the  
**AUSTRALIAN BROADCASTING  
CORPORATION** by its duly authorised officer:

**EXECUTED** for and on behalf of the **PRODUCER** by its  
duly authorised officer:

\_\_\_\_\_  
Signature of Authorised Officer\*

\_\_\_\_\_  
Signature of Director\*

\_\_\_\_\_  
Name of Authorised Officer

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Position of Authorised Officer

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Date (dd/mm/yyyy)

\* Digital signature requires Adobe Acrobat 6 or higher. Alternative is to print and sign

This Agreement is made on the date it is last executed.

The Parties agree as follows:

**1. Definitions**

1.1 Unless the context otherwise requires, the following words and expressions have the following meanings in this Agreement:

**ABC Free Online Service** means a non-revenue earning Online Service owned or controlled by the ABC, provided by the ABC or other authorised person in accordance with the ABC Governing Rules and applicable guidelines including the Iview Access Guidelines, where no charge is made for access to the service, other than fees related to the purchase or rental of any necessary reception equipment, any fee or taxes levied by government agencies or ISPs or, in the case of an authorised person, the lowest available tier of any subscription or fee charged by that person.

**ABC Governing Rules** is a reference to all laws, regulations and ABC Board directions regulating or otherwise affecting the conduct of the ABC, including the *Australian Broadcasting Corporation Act 1983* (Cth) and the ABC Editorial Policies, accessible at <http://about.abc.net.au/how-the-abc-is-run/>, or as notified by the ABC from time to time.

**ABC Social Media Platform** means any ABC branded page, wall or channel created by or on behalf of the ABC on a third party social media Online Service.

**Content** means the Content described in the Contract Details and any versions of it.

**Free-to-Air Television Rights** means the right to communicate the Content to the public by any form of free television broadcast by any technology now known or discovered in the future

including delivery by means of terrestrial transmitter, satellite, cable, fibre optic or microwave distribution.

**Heritage** comprises all objects, sites and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or its territory. The Heritage of an Indigenous people is a living one and includes objects, knowledge and literary and artistic works which may be created in the future based on that Heritage. Heritage includes:

- a. literary, performing and artistic works (including songs, music, dances, stories, ceremonies, symbols, languages and designs);
- b. scientific, agricultural, technical and ecological knowledge (including cultigens, medicines and the phenotypes of flora and fauna);
- c. all items of movable cultural property;
- d. human remains and tissues;
- e. immovable cultural property (including sacred and historically significant sites and burial grounds); and
- f. documentation of the Indigenous people's heritage in archives, film, photographs, videotape or audiotape and in all other forms of media.

**Indigenous Cultural and Intellectual Property Rights and ICIP Rights** mean the cultural and intellectual property rights of Indigenous people, being Indigenous people's rights to their heritage, comprising all objects, sites and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or its territory.

**Intellectual Property Rights** means any and all intellectual and industrial protection rights throughout the world including copyright, performers' protection, ICIP Rights, moral rights, inventions (including patents), trade marks, service marks, designs and circuit layouts, whether or not now existing, and whether or not registered or registrable, and includes any right to apply for the registration of such rights, and renewals and extensions.

**Internet** means any networked computer telecommunications system that facilitates access to content using protocols, including internet protocols.

**Iview Access Guidelines** means the guidelines relating to the ABC's iview service issued by the ABC from time to time and available at <https://iviewsupport.abc.net.au/hc/en-us/articles/360000964756-iview-Access-Guidelines>

**Online Service** means any service, whether for free or for payment of a fee or subscription, for carrying or transmitting data or communications by means of guided or unguided electromagnetic energy or both, using any technology now known or discovered in the future, including the Internet, and accessible by any fixed or mobile device.

**Personnel** means the officers, employees, contractors and agents of a party or its Related Bodies Corporate, and the officers, employees, contractors and agents of the contractors of that party or its Related Bodies Corporate.

**Terms of Trade** means Screen Australia's Terms of Trade applying to the Screen Australia Grant published on Screen Australia's website and available at <https://www.screenaustralia.gov.au/about-us/doing-business-with-us/terms-of-trade>

**Underlying Works** means all materials or other creative contributions embodied in the Content, including the title of the Content, scripts, sound recordings, musical works, literary works, dramatic works, artistic works, cinematograph films, photographs, patents, designs, trade marks, performances or other contribution of services.

**WHS** means work health and safety.

**WHS Laws** means the *Work Health & Safety Act 2011* (Cth) and *Work Health & Safety Regulations 2011* (Cth) and all comparable State and Territory occupational and work health and safety laws and regulations in force from time to time.

- (a) if there is any inconsistency between the Special Conditions, the Contract Details and the General Terms and Conditions, the documents take the following order of precedence: Special Conditions, the Contract Details and the General Terms and Conditions;
- (b) the words “including” means “including but not limited to” and “include” has a corresponding meaning;
- (c) a reference to the ABC Creative Approvals shall include the Screen Australia Approvals as set out in the Contract Details;
- (d) a reference to the ABC Licence Rights shall include the Screen Australia Promotional Licence as set out in the Contract Details; and
- (e) a reference to the Delivery Materials shall include the Additional Screen Australia Delivery Materials as set out in Annexure B.

## **2. Production and Delivery**

2.1 The Producer must:

- (a) produce and deliver the Content and Delivery Materials on or before the Delivery Date in accordance with the Budget, Production Schedule, ABC Creative Approvals, Technical Specifications and the ABC Governing Rules (including compliance with ABC Editorial Policies and the Classification), and include the Credit.
- (b) have the Insurance in place until the Delivery Date. The Producer must provide the ABC with certificates of currency.
- (c) comply and ensure that its Personnel comply with all applicable Australian laws, standards and codes including laws relating to privacy, anti-discrimination, child protection, modern slavery, COVID-19 public health orders, and all WHS Laws;
- (d) promptly comply with all reasonable directions and requests of the ABC;
- (e) attend all meetings as required by the ABC;
- (f) upon delivery of the Content, provide the ABC with:
  - (i) a final cost report on the Budget, including details of expenditure if required;
  - (ii) the documentation set out in Annexure B;
- (g) not engage in any social media activity or publicity activity relating to the Agreement or services performed in respect of the Agreement other than at the direction of the ABC;
- (h) immediately notify the ABC of any claim, including without limitation any action, procedure or demand, actual or threatened, against the Producer in respect of the Content.

2.2 The ABC may, at any time after the Delivery Date, edit and adapt the Content to meet the ABC's requirements for communication of content.

## **3. Payment**

3.1 The ABC will pay the Licence Fee into the production account nominated by the Producer in accordance with the Payment Schedule on invoice.

3.2 Where required in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) the ABC will pay superannuation on behalf of the Producer.

## **4. Licence**

4.1 The Producer grants to the ABC the ABC Rights in the Territory for the Licence Period.

- 4.2 Subject to clause 4.3, the Producer must clear all Intellectual Property Rights in the Content, Underlying Works, and any publicity materials for the ABC Rights in the Territory for the Licence Period, and the Content must not include any PCCA controlled commercial sound recordings unless fully cleared for the ABC Rights.
- 4.3 The ABC will pay all necessary fees for the exercise by the ABC of the ABC Rights on ABC owned and controlled platforms to the Australasian Performing Right Association (**APRA**) for communication to the public of APRA controlled musical works.
- 4.4 The Producer must not exercise or authorise any person to exercise the rights during the period specified in the Holdback in the Territory unless otherwise agreed in writing by the ABC.
- 4.5 ICIP Rights
- (a) The Producer must obtain a non-exclusive licence from applicable ICIP Rights holders to include any ICIP Rights material in the Content. The Producer must notify and meaningfully consult with the ABC on any:
    - (i) attribution to be given to Indigenous groups;
    - (ii) cultural protocols to be specifically addressed when using the ICIP Rights material ("**Cultural Protocols**").
  - (b) The parties will use all reasonable endeavours to ensure that applicable ICIP Rights are respected and upheld in all aspects of the production and exploitation of the Content and agree to comply with the Cultural Protocols.
  - (c) To the extent that the Content involves Indigenous content or participants, the Producer will have regard to *Pathways & Protocols: a filmmaker's guide to working with Indigenous people, culture and concepts* available on Screen Australia's website.
- 4.6 The Producer must obtain from each person holding moral rights in the Content or any material for which a clearance is required under clause 4.2 a waiver of moral rights for the benefit of the Producer and its licensees or otherwise an unconditional undertaking that the person will not assert their moral rights against the Producer or its licensees.
- 4.7 The ABC may make and retain copies of the Content, including to meet its obligations under the *Archives Act 1983* (Cth), and use the Content and publicity materials for the ABC's corporate use and promotional purposes, provided that excerpts of the Content are limited to 3 minutes per episode other than for Parliamentary and Board screenings.
- 4.8 Scheduling of the Content is at the ABC's absolute discretion.
- 4.9 The Producer must:
- (a) Obtain express permission from the ABC for any use of the ABC's logo or other marks;
  - (b) comply with the requirements in respect of the use of the Screen Australia logo as set out on Screen Australia's website at:  
<http://www.screenaustralia.gov.au/funding/business/Using-The-SA-Logo.aspx>

## **5. Exclusive Options**

- 5.1 The Producer grants to the ABC the Options during the Option Period on terms and conditions to be agreed in good faith by the parties.
- 5.2 If the parties do not reach agreement on the terms within three (3) months of commencement of negotiations, the Producer must not enter into any agreement with any third party throughout the world for the rights (as applicable) unless:
- (a) the Producer has offered the ABC the same terms and conditions available to that other person;
  - (b) the Producer has given the ABC a period of 14 days to match the offer; and
  - (c) the ABC has declined to match the offer in writing or the 14 day period in clause 5.2(b) has expired.

## **6. Warranties and Indemnities**

6.1 The Producer warrants that:

- (a) it is free to enter and perform this Agreement and has full right and title to grant the rights set out in this Agreement;
- (b) the Content is and will be produced carefully and diligently and will be of an adequate technical and artistic standard;
- (c) the Producer is eligible to receive the Screen Australia Grant in accordance with Screen Australia's Terms of Trade;
- (d) the Content, including all Underlying Works, as delivered will not contain any material which breaches another person's Intellectual Property Rights or is capable of being the subject of enforceable legal claims which may impede the ABC's exercise of its rights under this Agreement or breaches the ABC Governing Rules;
- (e) if the Content contains factual information, facts in the Content are accurate;
- (f) it will comply with all Commonwealth, State and Territory legislation in Australia which is applicable to the production and exploitation of the Content; and
- (g) it is responsible for maintaining its own insurances and acknowledges and agrees that it will not be covered by the ABC's:
  - (i) public liability insurance policies for any loss, damage or injury arising from any of the Producer's acts or omissions during the provision of the services;
  - (ii) workers compensation insurance.

6.2 The Producer indemnifies the ABC and Screen Australia against any and all liability (including, to the extent permitted by law, liability for statutory fines or penalties), costs, losses, damages and other expenses and charges (including reasonable legal fees) which it may suffer or incur as a result of any claims or proceedings brought or threatened against it by a third party as a result of, or arising in relation to:

- (a) any breach of this Agreement, or its statutory obligation or unlawful, negligent or wilfully wrongful act or omission by the Producer or any other person connected to the Producer under this Agreement;
- (b) any matter that relates to personal injury, death or property damage which has occurred as a result of any act or omission on behalf of the Producer or any other person connected to the Producer under this Agreement.

## **7. Termination**

7.1 The ABC may by written notice to the Producer immediately terminate this Agreement if:

- (a) the Producer breaches any warranty, or any fact, matter or circumstance contained in the warranty is or becomes false, misleading or inaccurate;
- (b) the standards of production of the Content in the opinion of the ABC are unsuitable for completion and delivery of the Content; or
- (c) the Producer breaches a material term of this Agreement not capable of remedy, or breaches a material term capable of remedy but has failed to rectify the breach within 10 Business Days of notice of the breach being given by the ABC.

7.2 If the ABC terminates this Agreement in accordance with clause 7, in addition to any other remedies available at law or in equity, the ABC may by written notice to the Producer, elect to act as a producer in place of the Producer or may appoint a replacement producer. The Producer will promptly do everything necessary to allow the ABC to act as replacement producer.



## **8. Diversity and Inclusion**

- 8.1 The Producer must use reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications and expertise.
- 8.2 The Producer must register the Content with The Everyone Project (**TEP**) and use its best endeavours to obtain necessary consents for the Producer to provide TEP with the name, role and contact details of all cast and crew engaged on production of the Content for the purpose of TEP inviting them to participate in a voluntary industry diversity monitoring survey. The Producer must provide to the ABC written confirmation following registration of the Content with TEP.
- 8.3 The Producer must, so far as reasonably practical, implement the *Screen Industry Code of Practice* as it applies to the Content, including by stating a commitment to providing a safe, respectful, inclusive workplace free from discrimination, harassment (including sexual harassment) and bullying.
- 8.4 If the Content incorporates Heritage of a particular Indigenous community, the Producer must:
- (a) obtain a release from the appropriate representative of the Indigenous community whereby the representative agrees that the Heritage may be included in the Content;
  - (b) obtain any other licences, permissions, consents or releases from the appropriate representative of the Indigenous community where required having regard to the Content (e.g., due to the inclusion of images and or footage of a deceased person); and
  - (c) obtain an acknowledgment by the appropriate representative that the relevant Indigenous community does not have any right (including copyright) or interest in the Content;
  - (d) provide copies of these documents to Screen Australia and the ABC within 2 days of either Screen Australia or the ABC's written request; and
  - (e) ensure that the rights of any Indigenous participants with respect to their Heritage are respected and upheld in the Content and all aspects of exploiting the Content. If there is a dispute regarding the rights of any Indigenous participant in the Content in relation to Heritage, the Producer must act in good faith and use its best endeavours to resolve the dispute and the Producer must keep the ABC and Screen Australia informed in relation to the management and resolution of the dispute.

## **9. Work Health and Safety**

- 9.1 The Producer must, in respect of the Content:
- (a) comply, and ensure that its Personnel comply, with WHS Laws;
  - (b) ensure that it applies a WHS system that meets the requirements of WHS Laws, including for hazard identification, risk assessment, training, supervision and monitoring; and
  - (c) do all things necessary to assist the ABC and refrain from doing anything that may impede the ABC in discharging its obligations under WHS Laws.

## **10. Privacy**

- 10.1 The Producer must comply with:
- (a) the *Privacy Act 1988* (Cth) and such other Commonwealth, State and Territory legislation related to privacy which is relevant to the Agreement, including by complying with the Australian Privacy Principles as if it were an agency for the purposes of the Privacy Act; and
  - (b) all directions and procedures of the Privacy Commissioner and the ABC relevant to this Agreement.

## **11. Child Protection**

- 11.1 Without limitation to any other provisions of this Agreement, the Producer must:

- (a) ensure that all Personnel as required by law obtain and maintain a validly issued Australian state or territory Working with Children Check (**WWC Personnel**), and provide the ABC Child Protection Office via email (child.protection@abc.net.au) with a verified list of all WWC Personnel;
- (b) implement, and ensure that all applicable Personnel comply with, the National Principles for Child Safe Organisations set out at [https://childsafe.humanrights.gov.au/sites/default/files/2019-02/National\\_Principles\\_for\\_Child\\_Safe\\_Organisations2019.pdf](https://childsafe.humanrights.gov.au/sites/default/files/2019-02/National_Principles_for_Child_Safe_Organisations2019.pdf);
- (c) immediately suspend performance of any part of the production of the Content if the ABC in its absolute discretion determines that the Producer has breached this clause 10.1 or that the welfare of any child involved in production of the Content may be at risk.

## **12. General**

- 12.1 The Producer must not disclose any information about the ABC's confidential affairs or any confidential information about this Agreement during or after the Licence Period without the express written approval of the ABC Representative, except as otherwise permitted by law.
- 12.2 Nothing in this Agreement will be construed as constituting a relationship of employment, partnership or agency between the Producer and the ABC. Neither party is entitled to incur any liability on behalf of the other nor represent that it has the authority to do so.
- 12.3 This Agreement is the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this Agreement.
- 12.4 Nothing in this Agreement limits the ability of the ABC to exercise any right granted or take any step authorised by Australian law.
- 12.5 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement, are exclusive of GST.
- 12.6 The Producer will not without the prior written approval of the ABC, assign, transfer or novate, all or part of this Agreement.
- 12.7 If any provision of this Agreement is determined by any statute or court having jurisdiction to be illegal, invalid, void or voidable that provision will be deemed to be deleted to the same extent and effect as if it was never incorporated, and the remainder of this Agreement will continue in full force and effect.
- 12.8 This Agreement will be governed by the law of New South Wales and the parties hereby consent to the jurisdiction of the courts of New South Wales.
- 12.9 The following clauses survive termination in accordance with this Agreement: clauses 1, 2, 6, 9, 10 and 11.

## Annexure A

### Social Media Materials and Digital Content Technical Specifications

For acceptable quality compression, ABC TV Digital and Social team requires high resolution Quicktime (.mov) files **exported** from editing software such as Premiere Pro which adhere to the following file specifications:

<b>File Format</b>	Quicktime Movie .mov or OP1a.mxf – Self Contained, must have VISIBLE file extension
<b>Video Codec</b>	Apple Pro Res 422HQ, AVC-Intra HD In addition, please also provide a clean version of the file (no supers or graphic overlays)
<b>Frame Rate</b>	(25 fps)
<b>Pixel Dimensions</b>	HD (1920x 1080) only
<b>Audio Codec</b>	Linear PCM
<b>Audio Sample Rate</b>	48kHz
<b>Audio Bit Depth</b>	16 or 24 bit
<b>Tracks</b>	One stereo pair (2 tracks) only– all files delivered must have 2 audio tracks, even if the tracks contain no audio. Provide separate stems as .wav files.
<b>File Naming</b>	Episodes should be named relative to the series and episode order that they relate to - for example: (where ABCID is known): ZW0681A006S00MA1D1_BringinOurStoriesHome_SOC_01.mov (where ABCID is unknown): BringinOurStoriesHome_SOC_01.mov
<b>Other details</b>	Files must be labeled clearly and must begin on first frame of vision (ie. No Bars & tone, No countdown, No ident card) and must finish on the last frame of the credits. Duration must end on a whole second.

## **Annexure B**

### **Delivery Materials**

#### **Technical documentation**

- (a) Document setting out all information relating to the transmission of the Program, including the title, episode number, mode of original recording, names of the director and producer, duration, completion date, opening cue and closing cue (files to be provided as Word and PDF and PC formatted);
- (b) One (1) preview file of each episode of the Program provided on a hard drive (PC & MAC formatted) or via a downloadable link to the file/s - H.264 format MP4, 1920x1080 pixels, aspect ratio 1:1 square pixels, progressive, 25 frames per second, max bitrate & target bitrate 5Mbps, VBR, 1 pass.
- (c) Clean dialogue tracks(SFX & music not required) for the Program, provided as .wav files in addition, clean audio stems for promotional use;

#### **Delivery Materials**

- (a) One (1) copy of post-production scripts provided;
- (b) Completed ABC TV On Screen Portrayal Form (**OSPF**) available at: [http://www.abc.net.au/tv/independent/doc/ABCTVOnandOffScreenDiversityPortrayalForm2016\\_Updated\\_22-11-2017.pdf](http://www.abc.net.au/tv/independent/doc/ABCTVOnandOffScreenDiversityPortrayalForm2016_Updated_22-11-2017.pdf);
- (c) List of any Indigenous creatives and on-screen talent involved with the Program;
- (d) Music cue sheets setting forth the titles of the compositions, the position in the soundtrack, duration of the compositions, and the name of the owner or owners of copyright and the name and address of the arranger(s) and of the publisher(s) of the compositions if published;
- (e) One completed (1) copy of copyright licences and clearance documentation, including all writers' contracts, performer's agreements, music commission agreements, release forms for persons appearing in the Program and all other copyright documentation. The Producer must provide a list of all performers and writers contributing to the Program. The Producer must include the following matters in relation to all copyright contracts and clearance documentation it obtains:
  - (i) identify material;
  - (ii) owner of material;
  - (iii) name and contact details of person for whom clearance obtained;
  - (iv) purpose for which material cleared;
  - (v) territory for which material cleared;
  - (vi) any limitations or other terms in relation to use of the material;
  - (vii) details of the negotiated fees and any other amounts payable to writers and actors to enable exploitation of the Program in any form; and
  - (viii) such other information to enable the ABC to clear further underlying rights in the Program;
- (f) Final list of credits provided as a Word document. If additional credits are to be included on the Program webpage, these must be provided as a separate "clean" Word document.

#### **Additional Screen Australia Delivery Materials**

The Producer will deliver these Additional Screen Australia Delivery Materials to ABC, who will deliver these items to Screen Australia:

- (g) Three (3) DVD or USB or hard drive copies of the Short. [Note: these are early pre-release copies – can be watermarked. Used for Screen Australia previews of the Short, internal use only etc]
- (h) A ProRes 422 version of the Film with audio DME stereo mix and an Mp4 25 MBs version of the Film with audio DME stereo mix without watermarks on USB or hard drive. [Note: Used by Screen Australia to promote the Short and for general use – eg in promotional reels]

- (i) Ten to Twenty (10 -20) high resolution key production stills on USB and synopses of no more than 4 lines.
- (j) Final Cost Report and a Statutory Declaration in respect of the Final Cost Report.
- (k) Written confirmation from the NFSA that the Producer has delivered all delivery items set out in the NFSA Deed

## **Annexure C**

### **Budget**