# FDS SUISSIMAGE SFP

Association of Film Directors Swiss Authors’ Rights Cooperative Swiss Association

and Scriptwriters Switzerland for Audiovisual Works of Film Producers

## GARP

Authors’, Directors’

Producers’ Group

This model contract is recommended by the organisations mentioned above. You may, of course, amend the contract as required. If you do, however, make amendments to the model contract which go beyond any proposed modifications or selection of variations, you may no longer list the above-mentioned organisations on the contract.

### Model contract for the acquisition of story rights

(Contract for screen adaptation rights)

between
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hereinafter referred to as “Acquirer” (of the story rights),

and ......................................................................................................................................

............................................................................................................................................

member of the collective management organisation:

hereinafter referred to as “Author/Publisher”.

**1. Subject matter of the contract**

1.1.

The Author/Publisher holds the adaptation and screen adaptation rights and the respective exploitation rights in the following work:

.................................................................................................................................. (title)

by: ............................................................................................................................................

and undertakes to assign them to the Acquirer.

1.2.

The Acquirer undertakes to pay the Author/Publisher the remuneration for this as agreed in the following.

1.3.

With regard to the cinematographic work to be created, the following is agreed (what is to be made of it: cinema/TV, feature film/documentary film, national production/international co-production, budget, etc.) ..................................................................................................................................

...................................................................................................................................

**2. Rights in the work**

2.1.

The Author/Publisher indemnifies the Acquirer against any third-party claims which could be raised in the event of the work being used in accordance with the contract.

2.2. *(Please delete a) or b) as applicable)*

The Author/Publisher assigns to the Acquirer - under preservation of the moral rights -

a) the exclusive right for the duration of ..... years after signing the contract, *or*

b) the non-exclusive right,

unlimited in time and space, to create or have created a derivative work i.e. a script on the basis of the named work in any language, to publish and to reproduce it and to produce or have produced a cinematographic work from it.

2.3.

The intangible basic contents of the work must not be violated. The Acquirer shall be free with regard to titling; she/he may use the original title of the work as well as all of her/his translations, among others. The Author/Publisher shall receive the script before filming begins; this does, however, not give them the right to request changes to the script or to interdict retroactive changes of the script during the production of the film.

2.4.

The Acquirer has the right, unlimited in time and space, with regard to the derivative work thus created (hereinafter referred to as cinematographic work):

1. to publish and edit the cinematographic work (production of versions);
2. to translate the cinematographic work from the original language by means of dubbing or subtitling;
3. to reproduce the cinematographic work on audiovisual recordings or data carriers of any kind;
4. to offer, sell or otherwise distribute the cinematographic work;
5. to perform, present or otherwise make available the cinematographic work;
6. to broadcast and retransmit the cinematographic work by television or similar means and to make the broadcast work perceptible;
7. to use the characters, images etc. contained in the cinematographic work for merchandising purposes;
8. to incorporate the cinematographic work into a multimedia product and to market such.

2.5.

Author, work and Publisher shall be mentioned in the opening and/or closing credits and in the case of radio broadcasts during the opening and closing announcement, as well as in the entire advertising campaign for this production in the usual form and order.

The Author/Publisher shall receive a copy of the original version for archiving purposes upon completion of the film.

2.6.

The Author/Publisher shall grant the Acquirer free access to her/his archive or source material.

2.7. *(Please delete inapplicable variation)*

*Variation 1:*

The Acquirer is not obliged to exercise the rights assigned to her/him. If she/he renounces in writing on the exploitation of the work or if she/he has not begun shooting within ..... years after the contract has been signed, the rights shall revert to the Author/Publisher and the Acquirer shall owe 10% of the overall remuneration instead of the overall remuneration agreed hereunder in item 3 for each year commenced, calculated from the date the contract was signed. No claim for damages arises from the non-production of the film.

The Acquirer is entitled to extend the aforementioned period, in which case she/he must inform the Author/Publisher of this before it expires and owes an additional remuneration amounting to 10% of the overall remuneration pursuant to item 3.1 for each year of extension.

*Variation 2:*

The Acquirer is not obliged to exercise the rights assigned to her/him. If she/he renounces in writing on the exploitation of the work or if she/he has not begun shooting within ..... years after the contract has been signed, the rights shall revert to the Author/Publisher and the Acquirer shall owe the instalments that have become due pursuant to item 3.1 up to that point in time instead of the overall remuneration agreed hereunder in item 3. No claim for damages arises from the non-production of the film.

The Acquirer is entitled to extend the aforementioned period, in which case she/he must inform the Author/Publisher of this before it expires and owes an additional remuneration amounting to 10% of the overall remuneration pursuant to item 3.1 for each year of extension.

2.8.

The Acquirer is entitled to assign the rights granted to her/him hereunder as part of co-production agreements to third parties. A complete assignment (cession) of this contract requires the consent of the Author/Publisher. The consent may not be withheld without good cause, but may be made conditional on participation in financial proceeds.

**3. Compensation**

3.1.

The Acquirer owes the Author/Publisher a fee of CHF
..................................... .

Said fee will be due for payment as follows:

1. on conclusion of the contract: CHF ..............................
2. .................................... CHF ..............................
3. when shooting starts: CHF ..............................
4. .................................... CHF ..............................

3.2.

With the payment of this fee, all rights assignments mentioned in item 2 of the contract are settled, subject to the following provision(s):

If it turns out that the said work was not or no longer protected at the time of the conclusion of the contract, the amounts paid shall be repaid with interest.

3.3.

The Author/Publisher shall also be entitled to the royalties collected by the collective management organisations, provided that the Author/Publisher is entitled to them on the basis of the respective membership agreements and distribution regulations.

3.4. *(Please delete this item, if this is not to be applicable)*

*Possible variation* (only viable, if the Acquirer = the film producer)

In the case of any further exploitation proceeds, the Author/Publisher is entitled to a share of ......% of the net proceeds, insofar as the total net proceeds exceed the uncovered production cost share and the amount by which the production costs attributed to the Acquirer (film producer) are proven to have exceeded the production cost budget. For the purposes of this provision, net proceeds shall be deemed to be the monies collected by the Acquirer (film producer), less:

1. any sales commission of a maximum of 25% to an agent or a world distributor;
2. stated costs for copying, subtitling or dubbing and promotional material;
3. stated costs for transport, insurances, customs and fiscal charges;
4. the Producer’s stated costs for sales-related advertising;

If the Acquirer (film producer) also acts as a sales agent, it may claim the sales commission.

Revenues from exploitations for which broadcast remuneration is paid to the Author/Publisher shall not be taken into consideration for calculating the net proceeds.

At the end of each calendar year, the Acquirer (film producer) shall draw up an account of the expenses and income generated by the exploitation of the cinematographic work. She/he shall send this account statement to the Author/Publisher without being requested to do so and shall transfer to the Author/Publisher any share of the proceeds due to her/him by the end of March of the following year at the latest. The Acquirer undertakes to keep proper accounts for the exploitation of the film and to grant the Author/Publisher or a trust agency instructed by her/him access to the books and receipts upon request.

**4. Further provisions**

4.1.

The Parties mutually undertake to provide each other with the documents required to enforce the claims existing on the basis of this contract.

4.2.

Changes to this contract must be made in writing in order to be valid.

4.3.

The possible invalidity of a provision of this contract shall not affect the validity of the remaining contents of the contract.

4.4.

The contract shall be governed by Swiss law.

4.5.

The exclusive place of jurisdiction for all disputes arising from this contract is ....................................... .

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Author/Publisher Acquirer

Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

June 2022