

## ASDACS' NOTIFICATION TO PRODUCERS AND OTHER CONTRACTUAL PARTIES

Please be advised that, on 29 October 2020, the Australian Screen Directors Authorship Collecting Society Pty Ltd (ASDACS) passed changes to its constitution and members are now required to assign their retransmission rights to ASDACS as a condition of membership.

ACCC gave authorisation to enable this change on 28 August 2020 (effective 19 September 2020) and follows best practice set by collecting society models established by APRA and Directors UK.

**As ASDACS now holds retransmission rights in the work, we request the following clause is included in our members directors' contracts going forward:**

*The Director is entitled to (and to the extent necessary, the Producer assigns to the Director and agrees to obtain in favour of the Director an assignment from any third party):*

- a) *50% of the retransmission rights in the Film as a "cinematograph film" under Part VC of the Copyright Act 1968 (Cth) or similar provisions under Australian or other law (**Retransmission Rights**);*
- b) *50% of all payments from Retransmission Rights distributed by any collecting society authorised to distribute such payments (currently, Screenrights); and*
- c) *all other payments resulting from "secondary rights" (including, without limitation, for private copying and statutory or voluntary licences) granted to directors of cinematograph films either now or in the future under Australian or other law or that result from any collective bargaining agreement, and that are generally administered by or through a collecting society charged with the collection and distribution of such payments (including through Screenrights and ASDACS, the Australian Screen Directors Authorship Collecting Society Limited).*

*The Producer warrants that:*

- a) *it will make no claim on payments from Retransmission Rights or other "secondary rights" that is inconsistent with the rights of the Director under this clause;*
- b) *to the best of its knowledge, no other person is entitled to more than 50% of the payments from Retransmission Rights; and*
- c) *it will not grant rights to any third party that are inconsistent with this clause.*