

What rights do directors have in Australia?

Since **2005**, directors have had **retransmission rights** (rights that arise when a to free to air broadcast is simultaneously retransmitted by another service, such as pay TV), however these rights can be assigned to another party (such as a producer, broadcaster or distributor).

How do I retain retransmission rights?

We recommend that you use our **contract clause** in your next director agreement (see **page 2** of this info sheet). If you're not sure if you've retained retransmission rights on an existing work, you can send your director agreement to ASDACS and we can check for you.

I've retained retransmission rights – what now?

You can nominate ASDACS to register your work with **Screenrights** to ensure you receive retransmission income. Just notify ASDACS via email or post to confirm which **post 2005** works are eligible for registration. ASDACS **absorbs** any Screenrights fees and GST charged on royalties, as well as represent you should the claim come into **dispute** with another claimant; any payments will be included in our annual distribution.

I'm already registered with Screenrights - can ASDACS register me as well?

If you're already registered with Screenrights, then there's a good chance you're registered to collect the **same** rights that ASDACS would register you for (retransmission rights) so it's best to check your Screenrights registration before you request that ASDACS register your works with Screenrights on your behalf.

Do directors have retransmission rights in New Zealand?

Currently directors **do not** have any economic rights within New Zealand; however, the Directors and Editors Guild of New Zealand (DEGNZ) are working to change this.

I didn't retain retransmission rights in my contract - am I still entitled to anything?

Yes! Regardless of your domestic contractual arrangements, in many territories around the world (mostly Europe), directors have a range of rights that automatically entitle you to receive royalties from the screening of your work, regardless of your domestic contractual assignments. ASDACS will automatically register your work with our international collecting society partners for your international entitlements ~ all you have to do is keep us up to date of your director credits.

Want more information?

Contact ASDACS on asdacs@asdacs.com.au or 02 9555 7042.

Director agreement: Recommended retransmission clause

1. Director to receive 100%

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) all 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) 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 resulting from this clause;
- (b) to the best of its knowledge, no other person or entity is entitled to payments from Retransmission Rights; and
- (c) it will not grant rights to any third party that are inconsistent with this clause.

2. Director to receive 50%

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.