

## MEMBERSHIP FORM

### PERSONAL DETAILS

Name \_\_\_\_\_

Credited Name/s (if different) \_\_\_\_\_

Company Name \_\_\_\_\_

ABN \_\_\_\_\_

Date of birth (day/month/year) \_\_\_\_\_

Place of birth \_\_\_\_\_

State of birth \_\_\_\_\_

Country of birth \_\_\_\_\_

Nationality \_\_\_\_\_

Country for tax purposes \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone (including area code) (M) \_\_\_\_\_

(H) \_\_\_\_\_

(W) \_\_\_\_\_

### INTERNATIONAL COLLECTING SOCIETY MEMBERSHIPS

I am a current member of:

Directors Guild of America

Directors Rights Collective of Canada

Directors UK

Other (please specify international collecting society) \_\_\_\_\_

### DOMESTIC COLLECTING SOCIETY MEMBERSHIPS

I am a current member of:  Screenrights

### ASDACS MEMBERSHIP

I HEREBY apply to become a member of ASDACS and, subject to my application being approved, I appoint ASDACS as my agent to collect, administer and distribute all remuneration (including such remuneration which is collected by any Collecting Society) arising from the Relevant Rights in those Cinematograph Films (including television programs) in which I was the director.

As a term or condition of membership, on acceptance of this application and without any further action on my part, I assign to ASDACS both all past and present Retransmission Rights to which I am currently entitled and all future Retransmission Rights.

Relevant Rights means the right of Screen Directors to receive remuneration under the national legislation of any country which confers a right of remuneration on screen directors as an author of a Cinematograph Film, including but not limited to:

- (a) the actual or presumed use of recording machines and recording material for private copying of Cinematograph Films;
- (b) the retransmission of broadcasts of Cinematograph Films including but not limited to on pay or cable television; and
- (c) the rental of copies or duplicates of Cinematograph Films.

Retransmission Rights means my copyright rights under section 98 of the Copyright Act insofar as they consist of the rights set out in section 98(6) of the *Copyright Act 1968* (Cth) to include the Cinematograph Film in a retransmission of a free-to-air broadcast, including but not limited to retransmission on pay or cable television.

I acknowledge that ASDACS shall determine my eligibility for membership in accordance with the ASDACS' Memorandum and Articles of Association ('ASDACS' Articles' which expression includes any amendments to the ASDACS' Articles from time to time).

**DEDUCTIONS AND FEES**

I acknowledge that from the remuneration received on my behalf, ASDACS may deduct an amount for all proper and reasonable expenses of and incidental to the management and operation of ASDACS (administrative fee); an amount for the cultural and charitable purposes fund (cultural purposes fee); an amount for membership of ASDACS (membership fee); and any other amounts that ASDACS is entitled to deduct in accordance with the ASDACS' Articles. The membership fee is payable to ASDACS except where the applicant is a financial **full** member of the Australian Directors Guild (ADG) or the Directors and Editors Guild of New Zealand (DEGNZ) or concurrently joins ADG or DEGNZ and ASDACS or is a retiree or a beneficiary of a deceased member. It is currently calculated as follows: after deduction of administrative and cultural fees, ten per cent (10%) of each claim paid.

**Please choose one of the following ways to pay the ASDACS membership fee:**

- (a) I am a current **full** financial member of:      DEGNZ    ADG
- (b) I have applied to become a **full** member of:    DEGNZ    ADG
- (c)  I am not and do not wish to become a **full** member of ADG or DEGNZ. I hereby authorise ASDACS to deduct the membership fee for ASDACS from the monies payable to me.
- (d)  I am a retiree (more than the preservation age and no longer gainfully employed).
- (e)  I am the beneficiary of a deceased director.

**MEMORANDUM & ARTICLES OF ASSOCIATION**

By making this application, I agree to be bound by the ASDACS' Articles, a copy of which is available on my request or by inspection at the ASDACS office. I agree to promptly advise ASDACS of any changes to the information supplied by me.

Words and expressions used in this document shall have the same meaning as in ASDACS' Articles (unless the context requires otherwise).

**WARRANTY & INDEMNITY**

I acknowledge that before any monies are distributed to me by ASDACS:

- (a) I will be obliged to provide to ASDACS the required Warranty and Indemnity form in which I warrant that I am the director of the Cinematograph Film (which may include a television program) identified in the claim; and
- (b) I may be obliged to provide to ASDACS or any collecting society that ASDACS may receive monies from, such documentation as ASDACS or such collecting society may reasonably require from time to time, including provision of warranties additional to those given by me in the Warranty and Indemnity form.

**TERMINATION**

I acknowledge that I may terminate this agreement and resign as a member of ASDACS by giving ASDACS three months' written notice. Also, if I cease to be eligible for membership, ASDACS may terminate this agreement (and remove me from ASDACS' register of members) by giving three months' written notice to me. I acknowledge that, promptly following me ceasing to be a member, ASDACS will reassign all Retransmission Rights to me.

**AGREEMENT**

**Signed by the Applicant:**

**Signed for ASDACS:**

\_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_  
(day/month/year)

**Dated:** \_\_\_\_\_  
(day/month/year)