

BOOKS TO SCREEN - PARTICIPANT AGREEMENT

PARTIES: **NORTHERN RIVERS SCREENWORKS INC.** (ABN 87 095 440 458 of PO Box 146, Bangalow NSW 2479 (“**Screenworks**”))

AND

NAME: **<AUTHOR NAME>** (ABN **XX XXX XXX XXX**) of **<ADDRESS>** (the “**Author**”)

AND

NAME: **<SCREENWRITER NAME>** (ABN **XX XXX XXX XXX**) of **<ADDRESS>** (the “**Screenwriter**”)

BACKGROUND:

- A. “BOOKS TO SCREEN” (the “**Program**”) is a joint initiative of Screenworks and Byron Writers Festival Inc. (“**BWF**”) aimed at increasing the number of Australian books adapted for film and television. The Program brings together authors and screenwriters along with mentors and industry professionals to support them in developing books-to-screen adaptation proposals.
 - B. The Author has submitted their novel “**<NOVEL TITLE>**” (the “**Novel**”) as part of an application process to take part in the Program, and the Author and the Novel have been selected by Screenworks and BWF to participate in the Program.
 - C. The Screenwriter has submitted an application to take part in the Program and in that application expressed interested in working with the Author as part of the Program. The Screenwriter has been selected by Screenworks and BWF to participate in the Program and to work with the Author to produce the Pitch Materials.
 - D. The Author and Screenwriter will work with a mentor to establish the best way to pitch the screen adaptation of the Author's novel to a panel of screen industry judges as part of the 2016 Byron Writers Festival (August 5th - 7th 2016) with the primary goal for the Novel to be optioned for adaptation to the screen. The mentor may recommend that either the Author or the Screenwriter or both, pitch the Novel to the panel of judges.
 - E. All parties have agreed to take part in the Project in accordance with the terms of this Agreement.
-

OPERATIVE PART:

1. DEFINITIONS

- 1.1. “Agreement” means this Participant Agreement including all schedules, annexures and attachments.
- 1.2. “Intellectual Property Rights” means all industrial and intellectual property rights throughout the world, present or future including (but not limited to) all forms of copyright in text, graphics,

labels, photographs, posters, flyers, audio-visual recordings and digital assets such as websites and iPad applications, and any other intellectual property rights. These rights include, without limitations, any and all rental and lending rights, broadcast, cable or satellite retransmission rights or any other similar rights thereof all languages and in all media.

- 1.3. "Pitch Materials" means a pitch-ready screen adaptation proposal which will be prepared by the Screenwriter for the Author that may include (but is not limited to): a logline, a one-paragraph synopsis, a one-page synopsis, an outline, and a visual presentation of the Novel. This material may also include any other such relevant material that may assist with preparing the Novel to be pitched at the 2016 Byron Writers Festival.
- 1.4. "Project Workshop" means the three-day development workshop to be held in the Byron region with mentors and consultants during the Workshop Period.
- 1.5. "Screenwriter Fee" means the amount set out in Schedule 1.
- 1.6. "Taxable Supply" has the meaning given in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*.
- 1.7. "Workshop Period" means from June 10th to June 12th 2016.

2. RESPONSIBILITIES

- 2.1. The Author and the Screenwriter agree to travel to the Byron region to participate in the Project Workshop during the Workshop Period and to work together with mentors, consultants, Screenworks staff and BWF staff to develop the Pitch Materials.
- 2.2. All parties agree to participate in the Program including the Project Workshop during the Workshop Period with the professional skill, care and diligence expected of professionals experienced in the required activities required for the Program.
- 2.3. The Author and Screenwriter acknowledge that they have entered in to this Agreement upon their representations that they will be available to participate in the Project Workshop and are happy to work with every other person related to the Program.
- 2.4. The Author and Screenwriter agree to comply with all reasonable directions from Screenworks and/or BWF and/or their mentor in relation to the Program and their participation in the Project Workshop.
- 2.5. The Author or the Screenwriter must promptly notify Screenworks in writing if they become aware that they are unable to perform the role designated to them in connection with the Program.

3. TERM AND FEES

- 3.1. The Screenwriter will be paid the Screenwriter Fee by Screenworks to participate in the Program and to contribute to the development of the Pitch Materials. The Screenwriter Fee will be paid in the manner set out in the Schedule 1.
- 3.2. All payments of the Screenwriter Fee are subject to the receipt by Screenworks of a correctly rendered tax invoice.

- 3.3. The Screenwriter Fee is inclusive of all costs, expenses, disbursements, levies and taxes incurred by the Screenwriter in performing their obligations required under this Agreement. No other expenses will be reimbursed to the Screenwriter.
- 3.4. All parties acknowledge that the Screenwriter Fee is calculated exclusive of GST. If the Screenwriters Fee constitutes consideration for the whole or any part of a Taxable Supply by the Screenwriter, the amount of that payment must be increased by the amount equal to the GST which is chargeable for the taxable supply in question.
- 3.5. The Author will participate in the Program in a voluntary capacity and will work with the Screenwriter to contribute to the development of the Pitch Materials relating to their Novel and in preparation for their opportunity to pitch their Novel to the screen industry panel at the 2016 Byron Writers Festival.

4. COPYRIGHT AND RIGHTS

- 4.1. All parties acknowledge and agree that the Author shall be the sole beneficial owner of the entire copyright and all other right, title and interest in the Novel and to the extent that any rights of copyright or other rights in the products of any services rendered pursuant to this Agreement may remain vested in them as beneficial owner, they assign to the Author by way of assignment of present and future copyright, the entire copyright and all other right, title and interest of whatsoever nature whether vested or contingent in and to the products of their services (including without limitation any remake, sequel, reissue, publishing novelisation and merchandising rights and all subsidiary and ancillary rights) to hold the same absolutely throughout the universe for the full period of copyright including all renewals and extensions thereof and thereafter (insofar as they are able to assign the same) in perpetuity. All parties further agrees to do all such further acts and execute all such further documents and instruments as may from time to time be required to vest in and further assure the said copyright and all other rights aforesaid and for the protection and enforcement of the same.
- 4.2. In consideration of \$1.00 (the receipt of which is acknowledged), the Screenwriter and Screenworks assigns and transmits their entire rights, title and interest including their Intellectual Property Rights, to the extent the Screenwriter and/or Screenworks holds any rights, in any work arising from or created, produced or developed in relation to the Novel as part of this Program including the Pitch Materials and copyrights ("**Works**"), or related to the Works, to the Author as sole, exclusive and absolute owner, with effect from the date of this Agreement. All rights relating to the Works not expressly granted to the Screenwriter or to Screenworks in this Agreement are reserved to the Author.
- 4.3. The parties recognise that the Intellectual Property Rights assigned pursuant to this Agreement do not include the Screenwriter's Moral Rights in any material or subject matter protected by copyright (collectively referred to as the "**Materials**"). The Screenwriter irrevocably consents to the Author, the Author's licensees and assignees:
 - 4.3.1. using the Materials without attribution of authorship;
 - 4.3.2. altering or modifying the Materials by removing or rearranging elements of the Materials including, without limitation, by combining elements of any of the Materials with any other material;
 - 4.3.3. using the Materials in any context and in any way it sees fit; and/or

4.3.4. doing or omitting to do anything which would otherwise infringe any of the Screenwriter's Moral Rights or similar laws in the territories in connection with the Works for any purpose and in any forum or platform.

- 4.4. Further to Clause 4.3, the Screenwriter waives all moral or other similar rights in respect of the Works that they may be entitled to under the laws of any jurisdiction throughout the world other than Australia in perpetuity. To the extent that the foregoing waiver is not enforceable in any jurisdiction of the world other than Australia in which the Screenwriter is entitled to moral or other similar rights in respect of the Works, they unconditionally and irrevocably consents, for the benefit of everyone throughout the world, to the Author, their licensees or assignees making material alterations to/doing any act in respect to the Works or the Pitch Materials without restriction in that jurisdiction in perpetuity without limitation any of the things set out in Clause 4.3 above.
- 4.5. The Screenwriter acknowledges that the consents in this Clause 4 are genuinely given by the Screenwriter and are not given because any person or organisation applied duress to the Screenwriter to give those consents or made any false or misleading statement in relation to the giving of those consents.
- 4.6. The Screenwriter agrees that they will not make any claim that any action of the Author, its licensees or assignees, is an infringement of any moral or other similar rights of theirs.
- 4.7. The Screenwriter agrees not to institute any legal proceedings or attempt to injunct or prevent the Author or its licensees or assignees from exploiting the Novel or the Works or enjoying the benefit of the rights granted to it under the Agreement.
- 4.8. The Screenwriter and/or the Author agree not to institute any legal proceedings against or involving Screenworks or BWF in relation to copyright and/or any other rights (including Intellectual Property Rights) pursuant to this Agreement or the Program.
- 4.9. No right, title or interest in the Novel referred to in this Agreement will be acquired by the Screenwriter and/or Screenworks other than under any licence granted to any party by the Author under this Agreement.
- 4.10. The parties warrant that there are no outstanding encumbrances or other matters affecting their capacity to assign their entire rights, title and interest (including the Intellectual Property Rights) in the Novel, the Works or related to the Novel, to the Author.

5. CONFIDENTIALITY

- 5.1. All information supplied during or created under the course of this Agreement is to be treated by the parties (and its agents) as confidential.
- 5.2. The Screenwriter and the Author must not make any press announcement or release relating to this Agreement or their participation in the Program including the Project Workshop and the 2016 Byron Writers Festival without the prior written consent of Screenworks.

6. RECORDING AND USE OF IMAGE

- 6.1. The Author and/or the Screenwriter may be interviewed, photographed or recorded during the Project Workshop and/or the Workshop Period. The Author and the Screenwriter consent to Screenworks, or persons authorised by Screenworks (including the BWF), interviewing them

or recording their involvement in the Program including the Project Workshop or taking photos of them during the Program including the Project Workshop.

- 6.2. The Screenwriter and the Author agree that Screenworks may use any interview, recording or photo of their involvement in the Program including the Project Workshop (in whole or part) in any form of media, including but not limited to any media format across all media platforms for behind the scenes/ancillary content (video and photographs), marketing campaigns or for any other purpose. No additional fee is payable in connection this clause 6.

7. WARRANTY

7.1. Each party represents and warrants that:

- 7.1.1. it has the right to enter into this Agreement and to grant the rights on the terms set out herein; and
- 7.1.2. any material provided to the other party for use in accordance with this Agreement will not infringe any third party rights (including without limitation intellectual property); and
- 7.1.3. it will at all material times act in good faith and in a manner designed to uphold the good name and reputation of the other party.

8. INDEMNITY AND CANCELLATION

- 8.1. Each party indemnifies the other parties against all direct losses, damages, expenses, and costs that an affected party may reasonably incur as a result of a breach of a material term of the Agreement by the breaching party.
- 8.2. No party will be liable to any other party for any consequential or indirect loss (including without limitation loss of profits or loss of business) or any special, exemplary or punitive damages in connection with or arising out of this Agreement or the acts or omissions of the parties under it.

9. TERMINATION

- 9.1. A party may immediately terminate this Agreement by written notice to the other two parties where:
 - 9.1.1. a party fails or neglects to fulfil any of its material obligations under this Agreement and such failure is not cured within ten (10) days after receipt of written notice to the other parties of such failure from the other party; or
 - 9.1.2. a party becomes insolvent or bankrupt.
- 9.2. Upon termination or expiry of the Agreement, all Pitch Materials held by the Screenwriter must be returned to the Author, or as otherwise instructed by Screenworks.
- 9.3. Where one party terminates their involvement in the Project, the remaining parties to the Agreement will continue their involvement in the Program as set out in this Agreement.

10. GENERAL

- 10.1. A party may not assign the rights or benefits of this Agreement to any person without the express prior written consent of all other parties (which may be reasonably withheld in any other party's sole and absolute discretion).
- 10.2. Clauses 4, 5, 6, 7 and 8 will continue to bind in perpetuity after completion of this Program or earlier termination or cancellation of this Agreement.
- 10.3. The parties acknowledge and agree that nothing in this Agreement will constitute a partnership, joint venture, employment relationship, agency or other form of association between any of the parties in which any party may be liable for the acts or omissions of another. For avoidance of doubt, the collaboration between the Screenwriter and the Author is strictly limited to this Program, and anything beyond would be subject to new terms and separate to this Agreement.
- 10.4. The terms set out in this Agreement represent the whole agreement between the parties and supersede any previous agreements, warranties, undertakings, terms, conditions and representations (other than those implied by law) in relation to the subject matter of this Agreement.
- 10.5. This Agreement may only be amended or supplemented by written agreement signed by all parties.
- 10.6. The invalidity, illegality or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.
- 10.7. This Agreement is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 10.8. All notices to be served pursuant to this Agreement shall be in writing and may be served personally or be sent by registered pre-paid post to the address of that party as stated in this Agreement (or otherwise notified in writing) and notice shall be deemed to have been served on the date of delivery if served personally and three days after the date of posting, if posted.

Signed for and on behalf of **NORTHERN RIVERS SCREENWORKS INC**, ABN 87 095 440 458 by its duly authorised officer in the presence of:

WITNESSED BY LISA O'MEARA
EVENTS MANAGER - SCREENWORKS

SIGNED BY KEN CROUCH
GENERAL MANAGER - SCREENWORKS

SIGNED by **<AUTHOR NAME>**, in the presence of:

Witness (Signature):

<AUTHOR NAME> (Signature):

Witness Name & Address (printed):

SIGNED by **<SCREENWRITER NAME>**, in the presence of:

Witness (Signature):

<SCREENWRITER NAME> (Signature):

Witness Name & Address (printed):

SCHEDULE 1

1. **Screenwriters Fee** - \$2,000 excluding GST
2. Screenworks will pay the Screenwriters Fee according to the following schedule:
 - 2.1 30% due on signature of this Agreement
 - 2.2 40% due upon the completion of the Project Workshop
 - 2.3 30% due upon the completion of the Byron Writers Festival (August 7th 2016)