

PROPOSED WRITER-PRODUCER MODEL CONTRACT

(Note: While this contract is for an entire script (story, screenplay and dialogue), the same legal principles and schedules will govern separate contracts for story, for screenplay, and for dialogue.)

THIS WRITER AGREEMENT ("**Agreement**") is made on this ____ day of ____ and entered into

BY AND BETWEEN:

1. **ABC**, a company incorporated in India under the laws of the Companies Act 1956 having its registered office at _____ (hereinafter referred to as the "**Producer**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns); of the First Part; and
2. **MR/MS** _____, resident of [India], residing at _____ (hereinafter referred to as the "**Writer**" which expression shall include his/her heirs, executors, administrators and assigns) of the Second Part.

Producer and Writer shall hereinafter jointly be referred to as the "**Parties**" and severally as the "**Party**".

WHEREAS the Writer is engaged in the business of writing scripts, screenplays and stories and is the author of a _____ titled _____

WHEREAS the Producer is engaged inter alia in the business of film production and wishes to produce a film on the said _____ titled _____

WHEREAS the Writer has agreed to assign his rights in the _____ titled _____ to the Producer for such consideration and on such further terms and conditions as set out hereinafter

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires:

- 1.1.1. "**Premise**" means the dramatic core of the story, formulated by identifying the main character and the central situation/question of the story. (However, unless there is a clear uniqueness and specificity in the formulation, the Premise will be considered on par with an 'idea' or 'concept', which is not copyrightable.)
- 1.1.2. "**Story**" means the developed form of the premise, written like a short story, complete with a beginning, middle and end in dramatically logical sequences. Ordinarily, the length of a story would range between six and 10 pages. (For a more elaborate definition, please see Annexure.)
- 1.1.3. "**Screenplay**" means the developed version of the story, broken down into individual scenes which include all the essential details such as scene headings, a description of the action of that scene and a clear indication of the verbal exchange between characters (dialogue) etc. if the scene contains that. However, this will exclude actual direct-speech dialogue. (More elaborate definition in the Annexure.)
- 1.1.4. "**Script**" means the fully developed version of the story in the form of a screenplay with dialogue, complete in every respect - format, dramaturgy, grammar. The dialogue could be in either Hindi or English or in whichever language that was agreed upon between the two parties.
- 1.1.5. "**Director**" means the director of the Film (If finalized, then the name will be mentioned in the Contract. Or, whenever it is finalized, the writer will be informed.)
- 1.1.6. "**Film**" means the cinematograph film tentatively in Hindi to be produced by Producer, directed by Director and based on the Script.
- 1.1.7. "**Force Majeure Event**" includes fire, earthquake, flood, epidemic, strike, lockout, riot, civil disturbance, war, civil commotion, acts of God, or any other reasons which cannot reasonably be forecasted or provided against, and which cannot be predicted by men of ordinary prudence

1.1.8. "**Material**" means any product delivered from the work rendered by the Writer in respect of the Film from time to time.

1.1.9. "**Incapacity**" means any illness or condition, which substantially prevents the Writer from discharging his/her duties effectively for a period exceeding thirty days.

1.2. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa. Where the context so requires the masculine shall include the feminine.

1.3. The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute/legislation.

1.4. References to Recitals, Articles, Clauses, Annexures or Schedules unless the context otherwise requires, shall mean references to recitals, articles, clauses, annexures or schedules contained in this Agreement.

1.5. All references in this Agreement to statutory provisions shall be construed as meaning and including references to any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.

1.6. All headings / subheadings / titles / subtitles to articles, clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Annexures and shall be ignored in construing the same.

2. RESPONSIBILITIES AND TERMS

2.1 The Writer assigns to the Producer all rights including all intellectual property rights in the Script for the purposes of making a cinematograph film in the Hindi language therefrom, for which the Author acknowledges that the Consideration payable to the Writer under this Agreement shall be good and valid. The Writer also confirms that he is assigning

all the other rights in the work vested in him under the Copyright Act to the Producer for him to exploit for monetary gains on platforms, media, formats and avenues outside of a cinema hall. However, the right to receive royalty for such exploitation is not assigned by the Writer to the Producer.

- 2.2 The Producer hereby agrees that it has read and approved the Premise (attached herewith) based on which the Writer shall commence writing the Story. It is the intention of the Parties to complete the Script by [provide mutually agreed time frame, for every draft. Total not less than six months.]
- 2.4 The Writer shall perform all his obligations hereunder promptly and in a diligent, conscientious, artistic and efficient manner to the Writer's best ability.
- 2.5 The Writer confirms that during the term of this Agreement, he shall, on a priority basis, provide his time for performing his obligations hereunder. The Writer shall make himself available to the Producer during the pre-production and production of the Film on dates and at locations as mutually agreed. S/he will travel at the cost of the producer.
- 2.6 Producer agrees that Writer shall be the sole writer of the Script. However in exceptional circumstances the Producer has the right to engage another writer of its choice at its own cost to co-write or rewrite the Script. In the event of the Producer hiring such Co-Writer, Writer agrees to cooperate with the Producer and work alongside with the Co-Writer. It is hereby agreed between the Parties that the Producer shall not be entitled to terminate the contract of the Writer pursuant to this Clause. Parties agree that the hiring of such Co-Writer shall in no way affect the right of the Writer to the entire Consideration due to him hereunder and to be credited first as the writer of the script, before the Co-Writer in the credits of the Film. If the position of the Writer's name is to be changed, it will only be done with the written consent the Writer. And, both parties agree, that there will not be more than three names in the credits for each department of writing, respectively: Story, Screenplay, Dialogue, or Script.

- 2.7 The Writer agrees that creative inputs including but not limited to anything pertaining to the Script, may be subject to change by the Producer in consultation with the Writer, it however being agreed that in the event of any disagreement, the Producer's decision shall be final and binding.
- 2.8 The Producer hereby agrees and is aware that the Consideration to be paid to the Writer pursuant to this Agreement is for first draft of each of Story Screenplay and Dialogue with a maximum of up to two (2) rewrites of each of Story, Screenplay and Dialogue. In the event the Producer requires more than two (2) rewrites for any of the Story, Screenplay and/or Dialogue, or the entire script, the Writer will be paid 10% of the total fee for that element.
- 2.9 The Writer shall make himself available for the promotion and publicity of the Film on mutually agreed dates.
- 2.10 The Writer also agrees that in performing his role as a writer, the Writer shall work in co-operation with the Producer as well as the Director (if already appointed).
- 2.11 In the event the shooting of the Film does not commence within two (2) years from approval of the final Script by the Producer, the rights in and to the Script shall revert to the Writer at no cost to the Writer. However in the event the Producer wishes to retain the Script, he shall, under this agreement, be allowed to do so for another two years at an additional 25% of the total writing fee to the Writer. However, after expiry of those additional two years, the rights in the script shall comprehensively revert to the Writer.

OR

In the event the shooting of the Film does not commence within two (2) years from approval of the final Script by the Producer or in the event the Producer conveys his intention in writing to the Writer that he does not intend to produce the film, the Writer shall have an option to buy back the rights in and to the Script at 50% of the consideration received until the said date within one (1) year from

Producer informing the Writer of his decision not to produce the Film or within one (1) year from expiry of the said two (2) years, as the case may be. In the event that the Writer does not buy back the rights within that stipulated one (1) year, the rights will automatically revert to Writer in any case after that.

- 2.12 Parties hereby agree and record that notwithstanding the assignment of rights in the Script by the Writer to the Producer, the Script is the original work created by and belonging to the Writer and that the Writer is the author and first owner of the Script. Nothing herein contained shall constitute or be deemed to constitute a 'work for hire' under the Indian Copyright Act of 1957. The Writer shall be considered the sole author and first owner of all Intellectual Property Rights in perpetuity in respect of the Script, in all media, form and format, whether in existence now or which may arise in the future and for the territory of the world.
- 2.13 The Producer will be entitled to the utilization of the name, likeness, signature/photograph including any past or existing credentials (such as names of movies, in which the Writer has been involved) of the Writer for the purposes of promotion of the Film. This is provided that the agreement has not already been terminated by then.
- 2.14 The Writer hereby undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Producer in its sole discretion in order to secure, protect, perfect or enforce any of the rights granted or confirmed to the Producer pursuant to this Agreement.
- 2.15 Parties hereby agree that notwithstanding anything to the contrary herein, nothing herein contained shall mean or amount to a surrender of the Writer's moral rights in the Script and the Producer agrees that the Film shall not be defamatory to the reputation of the writer and/or should not undermine his professional status.
- 2.16 Parties hereby agree that notwithstanding anything to the contrary herein, the Writer shall have the sole option at his discretion of withholding his name from the credits of a Film provided that he records, signs and delivers a statement to that effect in writing to

the Producer. Parties agree that exercising such option shall in no way affect the Writer's right to be paid the entire Consideration and Royalties as agreed herein.

3 COMPENSATION

3.4 In consideration of the Writer having agreed to assign the copyright in the said Script to the Producer pursuant to this Agreement, the Producer shall pay to the Writer, a sum of Rs. ____ /- (Rupees ____ Lakh only) (hereinafter referred to as "**Consideration**") i.e. Rs. _____ (Rupees _____ Lakh only) each for (i) Story, (ii) Screenplay and (iii) [English/Hindi] Dialogue of the Film, which shall be paid to the Writer in the following installments: (Please see attached sheet)

3.4.1 20% of the Consideration i.e. Rs. ____ (Rupees ____ Lakh only) on execution of this Agreement;

3.4.2 10% of the Consideration i.e. Rs. ____ (Rupees _____ only) on approval of Story. It being agreed and understood that in the event the Producer rejects the Story and terminates the Agreement, the rights in the Story shall revert to the Writer;

3.4.3 20% of the Consideration i.e. Rs. _____ (Rupees _____ only) on delivery of first draft of the Screenplay;

3.4.4 15% of the Consideration i.e. Rs. _____ (Rupees _____) on approval of final draft of the Screenplay;

3.4.5 20% of the Consideration i.e. Rs. _____ (Rupees _____) on approval of final Script with Dialogue;

3.4.6 Balance 15% of the Consideration i.e. Rs. _____ (Rupees _____) within one month of commencement of principal photography of the Film;

3.5 The Consideration shall be subject to TDS pursuant to the Income Tax Act, 1961 as applicable, from time to time. Since this agreement is based on the writer assigning his copyright in the work to the Producer,

it is not liable to attract Service Tax. However, in the event that the tax authorities see it fit to decree that this agreement will attract Service Tax, the Producer hereby agrees to bear that and the same shall not be deducted from the monies paid to Writer. Any stamp duty tax, or VAT, as applicable, shall be borne by the Producer.

- 3.6 If the Writer is required by the Producer to travel to continue his work (on dates mutually agreed), he shall be entitled to the same class of air travel and single-room boarding as provided by the producer to the heads of the other departments.
- 3.7 The Producer hereby agrees that in the event of any remake of the Film or the said remake rights of the Film/Script are sold/transferred/assigned to any third party, royalties shall accrue to the Writer via the Copyright Society, as per the grid declared by the Copyright Society and approved by the Copyright Board.
- 3.8 It is further agreed by both Parties that in the event that the film earns any revenue in any form outside of revenues from it being shown in cinema halls in the language in which it was intended to be made, including revenues from merchandising, from other partial rights like for its characters/situations being used to make advertising films or for any other purpose, including adapting/remaking it into any other language or format or medium, in part or whole, or being dubbed in another language, or if any monetary use is made of his work outside of a cinema hall in the language as specified above, the Writer will receive a royalty on the same in accordance with the rates as set down by the Copyright Society, and approved by the Copyright Board, in this regard. This is in consonance with the Copyright Act 1957, as amended in June 2012.

4

RESULTS AND PROCEEDS OF TASKS

- 4.4 The Writer acknowledges that his obligations hereunder shall be performed pursuant to the creative and business suggestions provided by the Producer along with Director from time to time in order to

develop, strengthen and enhance the idea/premise that the Writer and the Producer and/or Director have agreed to, and the Writer's sincere endeavor will be to ensure that the final script is of an engaging, appealing quality which will involve and entertain the audience for whom the film is being written.

- 4.5 Notwithstanding anything contained herein, however subject to termination as set forth in this Agreement, all rights granted or agreed to be granted to Producer hereunder shall vest in Producer only upon full payment of the Consideration to the Writer.

5 REPRESENTATIONS AND WARRANTIES

- 5.4 Except for any material as provided by the Producer, the Writer warrants that:
- 5.4.1 All material authored and/or submitted by Writer as part of the Script, for or to the Producer shall be original and not intentionally or to the knowledge of the Writer infringe upon or violate any copyright or intellectual property rights of any third party
- 5.5 Each Party is free and has full authority to enter into and perform this Agreement and in doing so is not violating or contravening any provision of any other society, association, company or body that it may be a member of and neither Party has entered into any other Agreement, and shall not make any arrangement which may conflict with it or in any manner interferes with the full and complete performance of their respective obligations pursuant to this Agreement. Notwithstanding anything contained herein, the Producer agrees and is aware the engagement of the Writer vide this contract is on a non-exclusive basis.
- 5.6 The Writer agrees that to the best of his knowledge, the Material provided by him shall not be obscene, libellous, blasphemous, inaccurate or defamatory and also shall not constitute defamation or breach of contract, and or any other right of whatever nature of any third party.
- 5.7 Subject to the terms of this Agreement, the Producer may assign and/or license any or all of the rights of

the Film and/or the right to use the Writer's name, likeness and approved biographical data and all representations and warranties hereunder, to any entity whatsoever for the purpose of promotion and publicity of the Film.

5.8 Each Party hereby warrants that they are under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict them from entering into and fully performing this Agreement.

6 CREDITS AND PUBLICITY

6.4 Writer shall be entitled to receive presentation credit on a single card in the main titles on all positive prints of the Film substantially in the following form: "Story, Screenplay and Dialogue by _____". Writer shall also receive credit in any and all other publicity and promotion material of the Film including posters, teasers, trailers etc. and at all places where the Director receives credit. In the event of joint or shared credit with any other writer, writers shall receive credit on "First engaged, first credited" basis irrespective of the acceptance or rejection of his/her work in relation to the Script (i.e. the writer professionally engaged first for the Script or any part thereof shall receive top credit in that department). In the event the Producer wishes to provide any other writer higher credit, prior written approval of the first writer shall be required. Both parties hereby agree that there will not be more than three credits in any department of Writing: Story, Screenplay, Dialogue, or the full Script.

6.5 The Producer shall have the right to publish, advertise, announce and use the name and biography of the Writer in connection with any exercise by Producer of its rights hereunder for the purpose of publicity and promotion of the Film.

7 INDEMNITY

Each Party agrees to indemnify and keep indemnified the other Party, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including without limitation,

reasonable legal fees, arising out of any breach of warranty, representation or undertaking made by such Party.

8 CONFIDENTIALITY

8.4 The Writer shall not reveal or make public any information concerning or in connection with the Script, screenplay, Dialogue or any other literary or creative inputs or the terms of this Agreement or the business of Producer nor shall the Writer make any public statement or press statement in connection with any of the foregoing without prior written consent from Producer. Notwithstanding anything contained herein, Writer shall be entitled to make incidental non-derogatory remarks relating to the Writer's involvement with the Film without the need to first obtain Producer's approval

8.5 The Writer shall not reveal or make public any information concerning any record written or otherwise relating to the Film or any photographs of persons enacting any of the characters in the Film or any matter or thing connected with the production of the Film.

9 WRITER'S DEFAULT

If Writer fails or refuses to perform or comply with any material terms or conditions hereof, excluding due to Incapacity and/or any Force Majeure event ("**Writer's Default**"), then Producer shall have the right to terminate this Agreement upon ten (10) days written notice thereof to Writer. The Writer's Default shall include any failure or refusal of Writer to perform or comply with the terms and conditions of this Agreement by reason of a breach or action by Writer, which makes the performance of the task impossible.

10 PRODUCER'S DEFAULT

If Producer fails or refuses to perform or comply with any material terms or conditions hereof, excluding due to Incapacity and/or any Force Majeure event ("**Producer's Default**"), then Writer shall have the right to terminate this Agreement after giving a written notice of 10 (ten) days to the Producer. Producer's Default shall include failure to timely pay compensation to Writer in a manner

as set out in **Clause 3** and/or terminating the contract with the Writer and hiring another Writer not due to Writer's Incapacity or Writer's Default

11 **TERMINATION**

11.4 In the event that Producer intends or decides to terminate this Agreement pursuant to **Clause 9**, it shall send a notice intimating the Writer of the cause of termination of this Agreement and asking Writer to perform all acts undertaken by him under the Agreement or rectify any default within fifteen (15) days of the notice, failing which the Agreement shall stand terminated.

11.5 In the event that Writer intends or decides to terminate this Agreement pursuant to Clause 10, it shall send a notice intimating Producer of the cause of termination of this Agreement and asking Producer to perform all acts undertaken by it under the Agreement or rectify any default within fifteen (15) days of the notice, failing which the Agreement shall stand terminated.

11.6 Consequences of termination: Termination of this Agreement pursuant to **Clause 11.4** above shall:

11.6.1 Terminate the Producer's obligation to pay the Writer any further compensation except as what is due to such date of termination as set out in **Clause 3**;

11.6.2 The Writer shall immediately deliver to the Producer all of the Script then completed or in progress, in whatever stage of completion it may be.

11.6.3 The Producer shall solely be entitled to any and all rights, title and interest including copyright in the Script and any or all parts of the Script that is completed till the date of termination. Accordance and display of Writer's credit will be on the discretion of the Producer.

11.7 Termination of this Agreement pursuant to **Clause 11.2**:

11.7.1 Writer shall solely be entitled to any and all rights, title and interest including copyright in the Story and Script and any or all parts of the Story and Script that is completed till the date of termination. It is clarified that rights, if any, assigned or transferred to Producer shall comprehensively and automatically revert to Writer; in other words, Producer shall not have any rights whatsoever in and on the script or any part thereof

11.7.2 Writer shall independently be entitled to do all such acts, deeds and all such matters as are necessary to ensure the exploitation of the Story and Script with or through any third party.

11.8 It is agreed and understood between the Parties hereto that under no circumstances shall the Writer be obligated or liable to return any Consideration so received till date of termination to the Producer.

11.9 Closure

Subject to receipt of entire Consideration as set out in **Clause 3**, Producer shall be entitled to 'close' this Agreement without assigning any reason or in the event Producer is not satisfied with the work of the Writer (excluding default of the Writer). Provided however that the entire consideration agreed upon vide this agreement is paid fully to the Writer.

12 DISPUTE RESOLUTION AND GOVERNING LAW

12.4 The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this to mediation with the Film Writer's Association and the respective Producers' Association. In the event of failure to resolve the differences/dispute, or if any party disagrees with the decision, the same shall be referred to the Joint Dispute Settlement Committee of the Federation of Western India Cine Employees for mediation/conciliation. However, as per the constitution-granted rights to every citizen, either party can choose to take the dispute to the High Court and pursue legal redressal.

12.5 This Agreement is governed by and is to be construed in accordance with the laws of the Republic of India. It is agreed between the Parties agree that only the

appropriate Court in Mumbai shall have the exclusive jurisdiction to entertain and try any suit or matter in dispute between them relating to this Agreement.

13 ROYALTIES

13.1 Nothing contained herein shall be deemed to be a waiver of the right of the Writer to receive royalties for the exploitation of his/her work as per the Copyright Act, via the Copyright Society, to be shared on equal basis with the Producer for utilization of the Works herein in any form. The Writer acknowledges that no royalty shall be payable in respect of revenues generated from the theatrical exhibition of the Film in a Cinema Hall.

13.2 Consideration including Royalties shall be payable to the Writer only in respect of the rights under Section 14(a) of the Copyright Act which are capable of assignment by the Writer, and not in respect of any other rights vesting in the Producer including but not limited to the rights referred to in Section 14(d) and Section 14(e) of the Copyright Act.

13.3 The Writer hereby unequivocally and unconditionally affirms that the Script assigned herein is free from any encumbrances and the Producer and/or its assignees/licensees shall be entitled to exploit the said Works through all modes and mediums. The Writer has assigned his right to receive royalty to the Copyright Society 'Screenwriters Rights Association of India'.

14 MISCELLANEOUS

14.1 Entire Agreement: This Agreement constitutes the entire agreement between the signatories and shall supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the signatories in connection with the subject matter hereof.

14.2 Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.

14.3 Notices: All notices, requests, consents and other communication given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses by registered post or courier, as stated hereinabove, in this Agreement. Each such notice given in accordance with this paragraph shall be deemed to have been given four (4) days after having mailed or immediately upon transmission by facsimile (with confirmation or error free transmission).

14.4 Parties To Act With Due Diligence And In Good Faith: The Parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.

14.5 Waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by either Party of that or any other right, remedy or power.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first above written.

Witnesses: **ABC**
1. Signature
Name By:
Address Title

2. Signature
Name
Address

Witnesses: **MR/MS _____**
1. Signature
Name By:
Address Title

2. Signature
Name
Address