



Guidelines for Director Contracts

A comprehensive document designed to assist you in the creation of contracts with producers.



These Guidelines are intended to strengthen the relationship of mutual trust between Irish Directors and Producers, to the benefit of the particular film being made and the Irish film industry generally. The importance of the Director's central and creative role should be reflected in these working arrangements. Reference to these Guidelines before a contract is drawn up, accompanied by full and frank discussion of as many aspects of the production as possible, is intended to assist in agreeing terms which clearly reflect the intention of the parties.

1. Parties

- Contract details should include the contracting party, name of incorporated company, company number, address and person primarily responsible for dealing with the Director.

2. Development

- If a Director is to be working on development of a film there should be a development agreement for non-exclusive services with a right, or a right of first negotiation, to be engaged to direct if the film is produced.
- The period and extent of development services should be clearly defined and have a cut off point.
- The director is the co-author of the audiovisual work in conjunction with the producer as defined in the Copyright and Related Rights Act, 2000, 21 (b). There should be clarity about the copyright status of the Director's contribution at the development stage.

3. Engagement for production

- The period of availability required of a Director, including all post-production, should be agreed at the outset and clearly reflected in the terms of the contract. Availability should be defined in terms of 'exclusive' and 'non-exclusive' and should have a stop date.
- Whether the shooting schedule will include five or six day weeks should be stated at the outset. In recognition of the fact that a 6 day week means that the Director will be working on 7 days, then a 5 day week should apply wherever that is possible.

4. Remuneration



- A copy of the production budget or budget top sheet will be provided to the Director before pre-production commences. The Director and Producer will work together to get the best value out of the budget for the benefit of the film.
- If a Director is holding him/herself available for the commencement of pre-production it is appropriate for a Retainer Fee to be negotiated.
- Delay in issuing a long-form Contract must not delay payment.
- The recommended payment schedule for Director's Fees will follow recognised industry norms, the specifics of which are to be negotiated on a case by case basis. It is suggested that the fees will be paid in installments such as 15% during pre-production, 45% during production, 20% on Director's Cut, 10% on picture lock, and 10% on final day of sound mix.
- Any situation involving overruns will be dealt with fairly, and any loss of work or income by a Director will be addressed through individual negotiation, but the Director will not be expected or required to work on unpaid.
- Any negotiated and approved fee deferments should be recouped by the Director in first position. It is recognised that the deals of above-the-line cast may on occasion prevent this. In such a case, the Director may agree to recoup deferments in second position pro-rata with other deferred fees including Producer's Fees. A compensatory increase in net profits should be awarded to the Director for any deferments agreed by him/her.
- Accounting and audit rights must be awarded to a Director, with payment of audit costs where more than 5% underpayments are found to have been made.
- Where a Director has a net profit position they (or their appointed agents) must be made a signatory to the Collection Agreement and provided with copies of statements thereunder.
- For the avoidance of doubt it should be made clear in the terms of a Director's Contract that all Rental and Lending Rights and Cable Re-transmission Rights and any other Secondary Rights Payments collected by the Guild and/or any other Collecting Societies or future rights including equitable remuneration rights are the sole entitlement of the Director. It should be stipulated that these must be forwarded to the Director in the case where they are mistakenly or inadvertantly paid to the Producer by any third party.

5. Credit

Onscreen

- If the Director substantially directs the principal photography of the film the credit entitlement must apply.
- Form of credit generally to be stated as: "director" or "directed by"



- A Possessory credit (“A....Film” or “A Film By...”) may be applied where agreed and should be decided upon from the outset.
- When a film is written and directed by the Director, the credit should generally be presented as “written and directed by”, unless the Director requests otherwise, in which case alterations should be negotiated in good faith.
- Size of type onscreen (height, width and thickness etc.) must be at least favoured nations with all other individual credits. As is general industry practice, the Director’s credit should be the final credit before the film or the first credit after the film, depending on the position of the main roller.

Paid Ads

- The Director should receive the same credit(s), prominent position, size etc., as described above, relative to other credits.
- Producers must agree to use their best endeavours to ensure that Third Parties accord Directors’ credits onscreen and in all print and multi-media digital advertising.
- Paid advertising exclusions will only apply for award and nomination ads where only the person awarded or nominated is accorded credit, and special ads where only that person is mentioned.

6. Expenses

- Transport and expenses must be paid where the Director is required to render services more than 30 miles from his/her residence.
- Accommodation must be provided where overnight stay is required.
- Per diems must be provided.
- Transport, accommodation and per diems to be at least favoured nations with all others (including the Individual Producer and HODs) with the possible exception only of Principal Cast.
- In any case where expenses are not paid in advance to the Director then claims submitted by the Director, and accompanied by receipts, must be settled by the Production Company promptly.
- The Director’s transport arrangements, office/assistant/secretarial facilities, during prep/shoot/post, should be clearly delineated at the commencement of work.

7. Approval/Consultation

- The Director must have the opportunity to become familiar with and approve at least those elements of the Budget that will affect him/her.



- The Schedule (including prep/rehearsals, principal photography and all post-production) should be agreed as early as possible. All parties recognise that where a production is under the supervision of a Completion Guarantor then the Director will be required to sign off on the Schedule. It is therefore imperative that the Director is kept informed of all scheduling issues.
- The Director must have joint approval of Principal Cast, Director of Photography, Production Designer, Editor and Costume designer, Composer, First Assistant Director and Principal Hair and Make-up Person; approvals will take account of the budget and co-production requirements.
- The Director must be consulted on replacements of any Heads of Department at any time.
- EPK: The Director should be consulted on footage used, if they so wish.

8. Cutting rights/Post-production

- The Director should have the right to view all rushes.
 - The Director should have sufficient time and facilities without unnecessary interference to prepare the Director's Cut. See below table with minimum recommended cutting periods.
 - The Director should be facilitated to test-screen the Director's Cut if she/he wishes to do so.
 - Agreement on the following issues should be clearly and unambiguously negotiated upon and expressed in the Director's Contract at the outset:
 - Director's status on Cuts after the Director's Cut and Sound Post-production/Grading/Television and other Digital Versions.
 - Director's right to direct any re-shoots.
 - Director's collaboration with the Composer/Editor and Producer to decide on the music and the placing of the music.
 - Director's right to be present at previews.
 - Director's consultation on post delivery cuts for distributors
- Recommended minimum cutting periods for the Director's Cut are as set out in the table below:

Films with a budget of less than €1m	A period equal to the number of shoot days; but no less than 20 days
Films with a budget of between €1m and €2m	No less than 5 weeks
Films with a budget of between €2m and £5m	No less than 8 weeks



Films with a budget of more than €5m	No less than 12 weeks
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9. Suspension & termination

- The Director should not be subject to suspension without written notice of a suspension.
- Where the Director's employment is terminated without legal cause then the Director is to be paid all the contractual remuneration and profit share due to him/her and this should be clearly stated in the Contract.
- Any incapacity and default terms for suspension and termination in the Director's Contract should be reasonable and should provide that the Director will be paid up to the date of any such suspension/termination. Where there is a clause outlining a percentage of profits to be afforded to the Director, this figure should be amended to reflect the level of payment already accrued by the Director and should not be deleted.
- There should only be suspension or termination in circumstances of Force Majeure where contracts of all other crew members are also suspended or terminated.
- The Director must be reinstated following Force Majeure suspension or abandonment if filming is resumed.

10. Expenses for promotion

- Transport/accommodation/per diem must be at least favoured nations with Individual Producer and Writer.
- Expenses paid by Director must be reimbursed within a reasonable period.

11. DVDs/Show reel/Print

- The Director must be entitled to include extracts of the film on the Director's showreel.
- The Director must be entitled to have access to a print/copy of the Film for the purposes of private viewing and showing to potential employers.

12. Insurance

- The Director must be included on E&O and other insurances as an additional insured.

13. Sequels/Remakes/Spin-offs



- The Director should be afforded right of first negotiation to direct sequels, remakes and spin offs.