

BACK END AGREEMENT

**As agreed between The Screen Production and Development Association and New Zealand Actors' Equity
for use on New Zealand based feature film and television drama productions**

AN AGREEMENT dated the

PARTIES

of
(the **Producer**)

of (the **Artist**)

BACKGROUND

- A. The Producer has offered and the Artist has accepted the Role as a performer in the Production, the particulars of which are set out in an associated Individual Performance Agreement between the parties and dated on or about _____201[].
- B. The Producer has agreed to allocate 5% of the Producer's Net Income to be shared equally between Key Performers on productions funded by the New Zealand Film Commission (**NZFC**), New Zealand On Air (**NZOA**) and/or Te Mangai Paho (**TMP**).
- C. The Role is recognised as a Key Performer, and accordingly in addition to the fees under the Individual Performance Agreement, the Artist will receive a share of the Producer's Net Income from the exploitation of the Production as set out in this Back End Agreement.
- D. This Back End Agreement will be signed around the time of principal photography on the Production, when the number of Key Performers for the Production is known.

KEY INFORMATION/DEFINITIONS

1.	Production means (working title)	
2.	Key Performer means	<p>Agreed by the Producer as a Key Performer in the Production. Factors taken into account in this classification include:</p> <ul style="list-style-type: none"> • size and importance of the role • amount of screentime • marquee value <p>For example:</p> <p>On a television series a key performer might mean core cast plus marquee guest(s).</p> <p>On a feature film or short form television drama a key performer might mean principal leads and major supporting roles plus cameos by marquee players.</p>
3.	Back-End Entitlement means	A total pool of 5% of the Producer's Net Income, to be shared equally between the Key Performers (i.e. such individual % to be determined by dividing the pool by the number of Key Performers entitled to share in such pool).

	<p>There are [] Key Performers who are entitled to receive a share in the total pool of 5% of the Producer's Net Income.</p> <p>For a series, this Back End Entitlement applies only to the current series of the Production.</p>
4. Producer's Net Income means	<p>All monies due to and received by the Producer arising from distribution of the finished Production, less any:</p> <ul style="list-style-type: none"> - payments to financiers - payments to the Producer in its capacity as a cash investor in the Production including any SPG (Screen Production Grant) Shortfall - overages and bona fide budgeted deferrals, commissions and sums paid by way of reimbursement of fit and proper expenses - distribution fees and expenses which the Producer or a third party is entitled to deduct in its capacity as distributor of the Production. <p>SPG Shortfall represents the difference between the amount as funded by a third party SPG lender and the actual qualifying SPG amount as assessed by the NZFC, such difference being cash-flowed by the Producer.</p>
5. Payment Requirements means	<p>The Producer will account twice yearly, say for example 31 March and 30 September, for the first three years after first exploitation and then annually thereafter as long as the Producer's Net Income is derived and totals more than \$10,000.00. The Producer will issue a statement to the Artist showing the Artist's Back End Entitlement at that point (the Statement). This Statement will contain substantially the same information (as relevant to the Artist) regarding Net Income as is supplied by the Producer to NZFC, NZOA and/or TMP and subsequently scrutinised by such organisation(s). The Producer will pay the Artist within 30 days of the end of the month in which the Producer receives a valid invoice. However, if the Artist's unpaid Back-End Entitlement is less than \$200.00 the Producer may hold this until the next accounting period.</p>

The parties agree that:

1. The Artist is a Key Performer.
2. The Artist is entitled to the Back-End Entitlement as set out in this Back End Agreement, which will be reported and paid by the Producer or the Producer's agent in accordance with the Payment Requirements.
3. The Producer confirms that it will report Net Income to the relevant funder(s) of the Production (NZFC, NZOA and/or TMP) and that the Producer will submit to audits by such funder in accordance with its funding arrangements with such funder(s).
4. This Back End Agreement incorporates the terms of the Individual Performance Agreement between the parties relating to the Production (including without limitation terms relating to confidentiality, the Artist's agent, applicable law and dispute resolution). If the Individual Performance Agreement is terminated for any reason which results in the Artist no longer being a Key Performer, or for the Artist's breach, then this Back End Agreement will no longer apply.
5. This Back End Agreement comes into effect only if it has been signed by both parties.

The parties confirm that they:

- (i) have had adequate and sufficient time to read this Back End Agreement;
- (ii) fully understand and agree to all of its terms and conditions;
- (iii) have had the opportunity seek independent legal advice and have exercised their own judgment in entering into and executing this Back End Agreement.

Signed in agreement:

SIGNED for and on behalf of)
the **PRODUCER**) _____

Name of signatory: _____

SIGNED by the **ARTIST**) _____

(**Note:** Agents cannot sign on Artist's behalf)

Where the Artist is under the age of 18 at the time of signature on this Agreement, their parent or legal guardian (not the Agent) must sign below:

I _____ as parent or legal guardian of the Artist, sign on behalf of and guarantee the performance of the Artist's services and obligations under this Agreement.

SIGNED by the **ARTIST's** parent or legal guardian) _____

READ ONLY - JULY 2014