

2005

AGREEMENT

BETWEEN

**THE DANISH BROADCASTING CORPORATION
(DR)**

AND

**THE DANISH ACTORS' ASSOCIATION
(DSF)**

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CHAPTER 1. GENERAL PROVISIONS

Clause 1. Application of the Agreement

1.1

This Agreement has been entered into by

the Danish Broadcasting Corporation (DR)

and

the Danish Actors' Association (DSF)

on the engagement of members of DSF for artistic performances in DR's radio and TV/film productions.

No deviation from the provisions of the Agreement may take place unless the parties enter into special negotiations on this.

1.2

The provisions of the Agreements do not apply to:

- performers who are employed in DR on the terms applying to civil servants, in accordance with an agreement or a special contract. Such an employment of performers may only take place if closer negotiations of the terms are entered into by the parties
- engagement for productions where a performer participates as a lecturer, speaker, or panellist or in discussions, interviews, polls, portrayals, or the like
- amateur performers participating either in whole productions or in parts of productions where, when broadcast, it is announced directly or otherwise made clear that amateur performers participate
- productions in which amateur performers display their own situations in their own environments
- engagement of performers below the age of 18, or, in the case of dancers, below the age of 16
- engagement for extra work

Extra work is defined as participation in choruses, décor, etc. in which the performer holds no individual importance for the production; individually says no more than 30 words; does not give any individual singing performance; nor does any choreographic dancing.

Members of DSF are not allowed to engage on extra terms. It is the responsibility of the individual performer to make known his or her membership of DSF.

CHAPTER 2. PROVISIONS OF ENGAGEMENT

Clause 2. Engagement

2.1

To be binding, any agreement on engagement for DR's productions must be confirmed by exchange of a signed contract. A contract form approved by DSF and DR must be used.

The following points must be specified in the contract, or possible appendices:

- The nature and content of the job.
- The payment structure, that is, the form of engagement, the number of sessions/daily salaries, and possible broadcast payment, as well as the size of the aggregate salary. The contract must be based on an estimate of the total session time, including make-up time, waiting time, etc.
- Time, place, and an outline of the plan for the appearances. However, changes to the plan can be made later on if the performer and DR agree to do so.
- The name of the director/producer/choreographer/conductor.
- Possible other engagements that the performer has entered into and in relation to which he or she is under obligation within the period between the first and the last of the scheduled sessions at the DR production. Any new engagements can only be entered into if an agreement to this is made with DR.
- A reference to clause 11.7.

2.2

DR is to send a contract proposal to the performer as soon as a binding agreement can be entered into. The performer is then obliged, as soon as possible and no later than 6 days after the date as postmark, to notify DR of whether he or she can accept the proposal or whether he or she wishes it to be negotiated. Notice of acceptance is given by signing the copy of the contract proposal and returning it so that it is DR to hand within the above-mentioned time.

If notice of acceptance is not given in accordance with the above, DR may consider the contract proposal as nullified, unless an agreement to negotiation has been made.

Where an engagement is entered into on such short notice that the standard procedure cannot be followed, a written contract must still be exchanged between the parties prior to the commencement of the engagement.

If a performer arrives for a rehearsal/recording or a programme without having made objection to the received contract proposal and/or having signed the copy of the contract proposal and returned it to DR, the contract proposal is considered as accepted, and no objection to its contents can be made later on.

2.3

An agreement to perform in a DR production can be reached through a number of phases ranging over an initiating request, a period in which the parties keep each other mutually informed of the

developments in the working plans of the performer and the DR production respectively in the suggested production period, and, finally, the time when sufficient clarity has been reached for DR to send the final contract proposal to the performer.

Where one of the parties finds it necessary to make a binding agreement before a final, detailed contract can be entered into, the contents of such an agreement must be formulated in a provisional contract, signed by both parties, stating the period of time of the engagement and the minimum salary.

If nothing else is agreed, the final contract must accord with the contents of the provisional contract.

2.4

DR is obliged not to engage Danish or foreign performers that are not members of DSF on lesser terms than those of this Agreement.

Clause 3. Period of engagement

3.1

Throughout the period of engagement, the performer is obliged to keep DR informed of how he or she can be reached most easily.

3.2

All material given to the performer is the property of DR and must be returned to DR after the expiry of the period of engagement.

3.3

The performer cannot enter into other engagements that coincide with rehearsing or performing on the DR production if such engagements involve DR in any obligations or in any other way have consequences for DR.

3.4

Extra sessions, prolongation, shortening, or cancellation of sessions, or any other changes to the agreed production plan can only take place if an agreement to this is made between the performer and DR.

Clause 4. Changes to the production plan

4.1

Changes in regard to the time, place, and schedule of the agreed sessions can only be made if an agreement to this is made between the performer and DR.

If DR, on account of the course of the production, wishes to make such a change, the performer is

obliged to accept this unless he or she is prevented by another dated engagement or can produce documentation for another compelling reason not to accept the change.

If a change is agreed later than 24 hours prior to a scheduled session, which is to be rescheduled for a later point in time, the performer is entitled to receive payment for the scheduled session. However, this does not apply to performers engaged on a monthly salary, cf clause 18.3.

4.2

If a programme or the last session is postponed beyond the period of time specified in the contract, the performer is obliged to attend in order to complete the production within an 8-week time limit. Exemption from this rule can be made if the performer is able to produce documentation for eg another dated engagement.

In case of postponement, the performer is entitled, with usual notice, to be assigned an on account payment amounting to half of the salary specified in the contract.

If a production is resumed in accordance with a revised production plan, the actual number of sessions is to be assessed at the last session. If the number of sessions exceeds the originally scheduled, payment is assigned corresponding to the actual number of sessions in accordance with the final assessment. If the number of sessions does not exceed the originally scheduled, payment is assigned in accordance with the contract minus the payment already assigned.

If a production cannot be resumed within the 8-week time limit, or if the performer is prevented from attending due to a valid reason, the rest of the aggregate salary agreed is assigned.

If a production is resumed after the 8-week time limit, a new contract must be entered into in regard to the remaining sessions/daily salaries and possible script lines. The terms of the new contract must be negotiated in each individual case.

4.3

The performer is obliged to contribute to the necessary making up or completion of the production after the last of the originally scheduled sessions. In the planning, the other dated engagements of the performer must be considered. Such making up or completion is not regarded as a postponement of the production.

Session fees/daily salaries are paid according to the nature of the work.

Clause 5. Breaks

In regard to sessions scheduled to be of more than 4 hours' duration or sessions prolonged beyond that duration, the performer is entitled to a 30-minute break after 4 hours at the latest. The break is placed by the producer or stage manager of the production, and it is included in the session time.

Clause 6. Clothes, costumes, etc.

6.1

The performer is obliged to use his or her own clothes and shoes at ordinary rehearsal sessions.

6.2

If it is agreed that the performer is to use his or her own clothes and shoes on recordings or live programmes, DR pays for any necessary cleaning and/or mending of the used clothes and accessories.

In regard to money for shoes to dancers, reference is made to clause 18.5.

6.3

DR cannot demand that the performer make any purchases to be used for costumes.

6.4

Unless anything else is agreed, DR provides all kinds of costumes and wigs, beards, make-up, as well as other requisites necessary for clothing and make-up.

6.5

DR chooses the costumes in consultation with the performer and the producer/director/choreographer of the production in question. In case of dispute, DR makes the decision.

Clause 7. Repetition rehearsals etc.

DR pays for a repetiteur or other accompaniment or expert assistance if it has been agreed that this is necessary for the performer's rehearsing and performing of the agreed job.

Clause 8. Prompting

DR places a qualified prompt at the performers' disposal where this is considered expedient/necessary for the accomplishment of the production.

Clause 9. Illness and injury

9.1

Where the performer due to illness is incapable of attending the agreed sessions, DR is to be notified of this as soon as possible. On request, the performer is obliged to submit a medical certificate. If the above-mentioned conditions are not met, it will be regarded as a breach of contract, cf clause 10.

9.2

If the performer's documented illness means that the production cannot be completed within the scheduled period of time without substantial inconvenience, DR is entitled to:

- postpone the production against the payment of daily benefits, cf sub-clause 3 below.
- terminate the contract and pay the salary for the sessions that have already taken place in accordance with the Agreement. Hereafter, DR can complete the production with another performer.

9.3

Daily benefits during illness are paid in accordance with the current legislation on the area and are administered by DR.

9.4

Where a production is resumed, the contract applies as hitherto.

9.5

If the performer has a work injury at an agreed meeting place/workplace, he or she is entitled to the agreed salary to be paid within the usual time limit, provided that the injury has not been caused by the performer himself or herself. Moreover, reference is made to the Industrial Injury Insurance Act.

9.6

The engagement at DR is covered by the Health and Safety at Work Act.

Clause 10. Breach of contract

10.1

If the performer without a valid reason fails to arrive on time for a scheduled session, he or she is not entitled to any payment for this session. If the problem repeats itself, DR may bring sub-clause 2 below to bear.

10.2

If the performer without a valid reason remains absent from a scheduled session, or if he or she in any other way seriously breaches the contract, DR is entitled to terminate the contract without paying the performer for the sessions that have already taken place.

CHAPTER 3. RIGHTS

Clause 11. Rights

11.1

DR is entitled to use either full-length productions or excerpts from productions covered by this Agreement in unchanged form in all ways and by means of all technological aids currently available, cf clause 12 (the broadcast right and first broadcast period) and clauses 21-27 (consecutive broadcast periods, international exchange, etc. as well as other further uses).

11.2

DR can make such changes as are necessary in reference to further use, eg for video and sale.

Moreover, DR can have the production post-synchronized and/or subtitled in foreign languages.

11.3

DR can assign the rights and obligations in accordance with this Agreement to a third party. Unless anything else has been agreed with DSF, DR is liable for the obligations of the third party to the performer.

11.4 Crediting

Where DR's productions in accordance with this Agreement are used, the performer is to be credited either orally or in writing in accordance with the provisions on this of the Copyright Act.

11.5

The performer maintains his or her right to remuneration in accordance with clauses 13, 17, 35, and 39 in the present Copyright Act, or such future clauses as supplement or replace these in relation to remunerations for such rights as are covered by these or similar, future provisions, in the present or in the future. The same applies to payments from other COPY-DAN institutions or similar institutions such as the former Association for TV for Seafarers.

The right to receive remunerations for rental, cf clause 58 A of the Copyright Act, is covered by the payment in accordance with this Agreement specified in clause 29, unless a provision is added to the Copyright Act on payment for this use somewhere in the distribution chain.

11.6

Engagement in accordance with this Agreement implies that the performer gives up his or her right to terminate the assignment in accordance with clause 55 of the Copyright Act, cf also clause 24.

11.7

In each individual contract of engagement, DR specifies that the engagement is entered into on the

basis of the terms of the current Agreement with DSF.

CHAPTER 4. REMUNERATIONS

Clause 12. Remunerations for the first broadcast period

12.1

Payment in accordance with chapter 4 A-B gives DR the broadcast rights to the production, cf sub-clause 2 below, in a 4-week broadcast period reckoned from the first broadcast. The first broadcast is defined as the first of the kinds of broadcasts specified in sub-clause 2 below.

DR's right to 4 broadcasts within a 4-year period reckoned from the first broadcast is re-established in case of versioning/speaking of bought material, cf clause 20 below.

In regard to remunerations for consecutive broadcast periods, reference is made to chapter 4 C.

12.2

The broadcast rights cover DR's terrestrial broadcasts and satellite broadcasts, primary cable broadcasts, as well as similar forms of presentation regardless of the technology applied, of whether the presentation is intended for the public or made at the request of a recipient, and of whether the presentation, for technological reasons, involves copying.

Thus, the broadcast rights do not cover the forms of presentation listed in sub-clause 4 below.

In regard to streaming, reference is made to the Protocol.

12.3

In the period of time covered by this Agreement, DR is to account to DSF for the broadcast activity that has taken place via the Internet. The account will take the form of a user evaluation – in regard both to the users in general and to specific target groups. It is the intention that the evaluation is to result in a representative user enquiry about the editorial content, the applied technology, and the expectations to the future development.

12.4

If DR makes productions available to the public against a special user fee, eg pay-per-view, or if productions are presented with a view to the users' downloading of them, an agreement on payment has to be made with DSF, cf clause 24.8.

CHAPTER 4 A: MINIMUM RATES – RADIO

In regard to assignments in accordance with clauses 13 and 14 that are based on improvisation, a provisional contract must be entered into based on the provisions that usually regulate such

assignments (drama, opera, etc.)

On the completion of the assignment, the payment specified in the provisional contract is to be adjusted in so far as the extent of the actual performance, measured in lines or stage time, entitles the performer to a payment that exceeds the payment provisionally agreed.

In cases where the performer contributes substantially to the creation of the form and content of the programme, a supplementary payment for this must be agreed on.

Clause 13. Performances in actual radio plays and stage works, including ballad operas and vaudevilles

	2005 – DKK:	2006 – DKK:	2007 – DKK:
Roles of 0-25 lines:	2,100	2,150	2,210
Roles of 26-100 lines:	3,150	3,230	3,310
Roles of 101-200 lines:	4,200	4,310	4,420
Roles of 201-300 lines:	5,250	5,390	5,520
Roles of 301-400 lines:	6,300	6,460	6,620
Roles of 401-500 lines:	8,410	8,620	8,830
Roles of 501-600 lines:	10,510	10,770	11,040
Roles of 601-700 lines:	12,610	12,930	13,250
Roles of 701-800 lines:	14,710	15,080	15,460

In regard to roles of more than 800 lines, the following amounts are paid per 100 lines commenced:

2005 – DKK:	2006 – DKK:	2007 – DKK:
2,100	2,150	2,210

A line is defined as 65 characters in the printed script. In the calculation, commenced lines are included.

13.2

In the case of special payment, the performer is entitled to the following broadcast payments:

Special payment A:	A supplement of 20% of the above-mentioned rates
Special payment B:	A supplement of 40% of the above-mentioned rates
Special payment C:	A supplement of 60% of the above-mentioned rates
Special payment D:	A supplement of 80% of the above-mentioned rates
Special payment E:	A supplement of 100% of the above-mentioned rates
Special payment F:	A supplement of 150% of the above-mentioned rates

Whether the performer is entitled to special payment, and, if so, what category he or she belongs in, is to be established through free negotiations between the individual performer and DR.

Clause 13 A. Radio series

This provision alone regards radio series, meaning that the usual productions of Radio Drama are not affected by this provision. For these radio series, an hourly payment of DKK 600 (unregulated) is laid down – regardless of how many episodes the production is divided into and how many roles each performer plays.

In regard to series with episodes of up to 10 minutes' duration, the minimum session fee amounts to payment for 3 hours.

In regard to series with episodes of up to 30 minutes' duration, the minimum session fee amounts to payment for 5 hours. The minimum session fee for a 5 hour session may be divided over two sessions within two days.

Clause 14. Performances in operas and classical operettas as well as modern operettas and musicals that are not included under clause 13

14.2 Minor parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	1,750	1,790	1,840
From 10 up to and including 15 minutes:	2,280	2,330	2,400
From 15 up to and including 20 minutes:	2,800	2,870	2,940
From 20 up to and including 25 minutes:	3,150	3,230	3,310
From 25 up to and including 30 minutes:	3,680	3,770	3,860
From 30 up to and including 35 minutes:	4,200	4,300	4,420
From 35 up to and including 40 minutes:	4,730	4,850	4,970
From 40 up to and including 45 minutes:	5,250	5,390	5,520
From 45 up to and including 50 minutes:	5,780	5,930	6,070
From 50 up to and including 55 minutes:	6,300	6,460	6,620
From 55 up to and including 60 minutes:	6,830	7,000	7,180

14.2 Medium parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	2,630	2,700	2,760

From 10 up to and including 15 minutes:	3,330	3,410	3,500
From 15 up to and including 20 minutes:	4,030	4,130	4,230
From 20 up to and including 25 minutes:	4,730	4,850	4,970
From 25 up to and including 30 minutes:	5,430	5,570	5,710
From 30 up to and including 35 minutes:	6,130	6,280	6,440
From 35 up to and including 40 minutes:	6,830	7,000	7,180
From 40 up to and including 45 minutes:	7,530	7,720	7,910
From 45 up to and including 50 minutes:	8,230	8,440	8,650
From 50 up to and including 55 minutes:	8,930	9,150	9,380
From 55 up to and including 60 minutes:	9,630	9,870	10,120

14.3 Minor leading parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	3,500	3,590	3,680
From 10 up to and including 15 minutes:	4,550	4,670	4,780
From 15 up to and including 20 minutes:	5,600	5,750	5,890
From 20 up to and including 25 minutes:	6,660	6,820	7,000
From 25 up to and including 30 minutes:	7,710	7,900	8,100
From 30 up to and including 35 minutes:	8,760	8,980	9,200
From 35 up to and including 40 minutes:	9,810	10,050	10,300
From 40 up to and including 45 minutes:	10,860	11,130	11,410
From 45 up to and including 50 minutes:	11,910	12,210	12,510
From 50 up to and including 55 minutes:	12,960	13,280	13,620
From 55 up to and including 60 minutes:	14,010	14,360	14,720

14.4 Major leading parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	4,380	4,490	4,600
From 10 up to and including 15 minutes:	5,780	5,930	6,070
From 15 up to and including 20 minutes:	7,180	7,360	7,540
From 20 up to and including 25 minutes:	8,580	8,800	9,020
From 25 up to and including 30 minutes:	9,980	10,230	10,490
From 30 up to and including 35 minutes:	11,380	11,670	11,960
From 35 up to and including 40 minutes:	12,790	13,110	13,430
From 40 up to and including 45 minutes:	14,190	14,540	14,900
From 45 up to and including 50 minutes:	15,590	15,980	16,380
From 50 up to and including 55 minutes:	16,990	17,410	17,850
From 55 up to and including 60 minutes:	18,390	18,850	19,320

In regard to roles with a stage time of more than 60 minutes, the individual performer and DR is to agree on the payment.

Stage time is defined as:

The aggregate duration of the performer's participation in musical entities – meaning completed arias or ensembles or, where a music dramatic sequence forms a musical whole, completed dramatic entities such as scenes or shots – depending on the nature of the music.

Thus, not only the time in which the performer is actually heard is included in the calculation, but the total duration of the musical entities in which the performer participates.

Clause 15. Sessions and session fees

15.1

A session must be scheduled to be of a minimum of 2 hours' duration. Normally, however, repetition rehearsals for opera and the like cannot be scheduled to be of more than 1 hours' duration. The performer is also entitled to session fees for meetings with the director etc.

The session fee for each half hour amounts to:

2005 – DKK:	2006 – DKK:	2007 – DKK:
110	110	115

If a session, with the performer's consent, is prolonged beyond the scheduled duration, the session fee for the session in question is raised per half hour commenced.

In the case of prescribed repetition rehearsals, the performer is entitled to the following payments per hour:

2005 – DKK:	2006 – DKK:	2007 – DKK:
260	270	280

15.2

In regard to performances, except as a narrator, in accordance with clause 13, the aggregate duration of session must be of a minimum of 8 hours. Within the allotted period of time, the performer is obliged to be at DR's disposal until this number of hours has been met.

15.3

After 10 session hours per day, the performer is entitled to a supplementary payment of 25% of the session fee. In the time between 12.30 and 6 am, the performer is entitled to a supplementary payment of 50% of the session fee, and on Sundays and public holidays, the performer is entitled to a supplementary payment of 100% of the session fee.

Clause 16. Performances in radio productions that are included neither under clause 13 nor under clause 14

16.1

In regard to **reading** and **speaking**, the minimum payment for the first studio hour amounts to the following:

2005 – DKK:	2006 – DKK:	2007 – DKK:
1,630	1,670	1,710

For each subsequent hour commenced, 50% of the payment agreed on for the first hour must be paid. When the payment is established, a separate sum can be agreed on for special preparation.

16.2

Performance in themes/jingles:

- In regard to a planned broadcast series of a specific and delimited series in regard to which the theme/jingle is solely a repetition of the same content, the minimum salary amounts to twice the salary for reading or speaking in accordance with sub-clause 1 above. Against such payment, DR can use the theme/jingle freely in connection with the broadcasting of the series in question.
- In regard to a more general broadcast series in relation to which the theme/jingle may either vary

or be a repetition of the same content, payment must take place in accordance with sub-clause 1 above. DR may then use the theme/jingle in a 12-month period dating from the first broadcast. After the expiry of this period, repeat broadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.

- In regard to themes/jingles that function as presentations of a series and are constructed from short cuts from this series, DR's advertisement right applies, cf clause 27.

16.3

In regard to DR events where jobs covered by this clause is to be carried out in front of a live audience, the salary is raised by 25%.

CHAPTER 4 B: MINIMUM RATES – TV

Clause 17. Production fee

17.1

In regard to performances in TV productions, payment takes the form of **daily salaries** agreed on individually between DR and the performer, cf clauses 18 and 19. However, payment for speaking and dubbing (post-synchronization) does not take the form of daily salaries.

17.2

An agreement to **half daily salaries** can be entered into with the performer: either if the performer is not at DR's disposal the entire filming day, and filming thus has to be planned according to this, or if DR is able to tell the performer in which part of the filming day his or her work is required when the engagement is entered into.

Make-up and waiting time that does not exceed half an hour is not included in the working hours, unless it is commenced before 6 am.

If the total time spent on transport, make-up, and waiting does not amount to more than an hour and a half on filming days on location, this is not included in the working hours.

17.3

In regard to co-productions with other TV stations, reference is made to the Agreement of August 1st 1993 between DR and the Joint Council of Performing Artists.

Clause 18. Performances in dramatics and music dramatics (speaking drama, opera, classical operettas, and ballet)

18.1

For **single performances** and serials of up to two episodes, payment must as a minimum amount to the following daily salaries (8 hours):

2005 – DKK:	2006 – DKK:	2007 – DKK:
3,030	3,180	3,340
or to the following amounts per hour:		
380	400	420

For **serials** of more than two episodes, payment must as a minimum amount to the following daily salaries (8 hours):

2005 – DKK:	2006 – DKK:	2007 – DKK:
2,770	2,910	3,050
or to the following amounts per hour:		
350	360	380

Where the performer has performed less than 2 professional parts in either feature films or drama productions shown on DR, TV2 or similar TV stations, or has less than 5 years of documented acting experience, an agreement may be made to the following daily salaries (8 hours) as a minimum:

2005 – DKK:	2006 – DKK:	2007 – DKK:
2,380	2,500	2,620
or to the following amounts per hour:		
300	310	330

Payment is calculated on the basis of the actual session time per day (however, minimum 4 hours, cf clause 17.2). After 10 session hours per day, the performer is entitled to a supplementary payment of 25% of the hourly payment. In the time between 12.30 and 6 am, the performer is entitled to a supplementary payment of 50% of the hourly payment, and on Sundays and public holidays, the performer is entitled to a supplementary payment of 100% of the hourly payment.

Make-up and waiting time that does not exceed one hour is not included in the working hours, unless it is commenced before 6 am.

18.2 Engagement to perform a role against an aggregate salary

The performer can only be engaged to perform a part against payment of an aggregate salary if the contract guarantees the performer a minimum salary of DKK 42,500 in 2005, 2006, and 2007, and if the minimum daily salary amounts to at least:

2005 – DKK:	2006 – DKK:	2007 – DKK:
3,650	3,750	3,850

In case of such engagement, the performer is neither entitled to any overtime payment or supplementary payment for work on public holidays, as mentioned in sub-clause 1 above, nor to payment for special services, cf sub-clauses 6 and 7 below, if none of this exceeds normal scope. By “normal scope” is generally meant that the overtime amounts to no more than 10% of the total working time, that no more than 2 costume rehearsals and 2 reading rehearsals are required, and that post-synchronization takes no longer than 1 hour per episode for a maximum of 6 episodes. In the

calculation of overtime, costume and reading rehearsals, and post-synchronization per episode, the performer's own individual agreements with the director etc. are not taken into account.

The period of time during which the performer has to be available to the producer must commensurate with the aggregate salary that the performer is entitled to according to the contract. Where the performer is engaged to perform a part against an aggregate salary, the parties may agree to divide a specified number of days into half days, cf clause 17.2.

18.3 Monthly salary

DR can engage performers on monthly salaries in accordance with the following provisions:

a.

Where the performer is engaged on a monthly salary, the minimum salary amounts to:

2005 – DKK:	2006 – DKK:	2007 – DKK:
38,700	40,640	42,670

Where the performer has performed less than 2 professional parts in either feature films or drama productions shown on DR, TV2 or similar TV stations, or has less than 5 years of documented acting experience, the monthly minimum salary amounts to:

2005 – DKK:	2006 – DKK:	2007 – DKK:
33,170	34,830	36,570

b.

Engagement on a monthly salary requires that the employment is of a minimum of 14 weeks' duration; or, at the commencement of TV productions, 16 weeks' duration.

c.

The performer is at the producer's full disposal during the period of employment. However, special agreements can be made between the producer and the performer with regard to other engagements. The producer is not obliged to consent to the performer's wishes.

d.

The performer's weekly working time is 40 hours, incl make-up time and a 45-minute lunch break and a 15-minute coffee break per whole filming day. The daily working time may vary; however, the daily working time, incl make-up time and breaks, must not exceed 12 hours.

e.

The working time is calculated on a monthly basis. If the working time in a monthly period exceeds the norm, the performer is entitled to receive time rates plus a 50% supplement for the overtime hours done.

f.

The performer is entitled to two days off per working week, if possible consecutive.

Further reference is made to the Protocol.

18.4 Engagement to be on call

Performers can be engaged to be on call in accordance with the following provisions:

a.

An performer engaged to be on call is guaranteed a monthly minimum salary of DKK 20,000. In addition, the minimum salary per working day is DKK 1,000.

b.

The performer is at the producer's full disposal.

In other respects, the engagement and working conditions are identical to those that apply to engagement on a daily salary.

18.5

Besides one of the above-mentioned forms of payment, ballet dancers are entitled to receive money for shoes and leotards for each production in accordance with the current regulations on this of the Royal Theatre.

18.6

In regard to reading rehearsals, repetition rehearsals, costume rehearsals, and meetings with the director etc. to which DR has summoned the performer and which are placed at times that are not covered by the forms of payment specified in sub-clauses 1-3, the performer is to be paid for the actual working time, calculated from each half hour commenced. However, the performer must be paid for at least 2 hours.

2005 – DKK:	2006 – DKK:	2007 – DKK:
120	130	140

18.7

In regard to post-synchronization of the performer's own voice that is not covered by sub-clauses 2 and 3 above, the performer is entitled to the time rate specified in sub-clause 1 above.

Clause 19. Performances in TV productions that are not included under clause 18

19.1 Engagement as a dancer, actor, puppeteer, etc.

In case of such engagement, the minimum daily salary amounts to:

2005 – DKK:	2006 – DKK:	2007 – DKK:
2,770	2,910	3,050
or to the following amounts per hour:		
330	360	380

The conditions on minimum session time, supplementary payments, and make up and waiting time specified in clause 18 as well as the working conditions specified in clause 18.6 and 18.7 apply.

19.2 Performance in themes/jingles

- In regard to a planned broadcast series of a specific and delimited series in regard to which the theme/jingle is solely a repetition of the same content, the minimum salary amounts to twice the salary for reading or speaking in accordance with clause 20.1 below. Against such payment, DR can use the theme/jingle freely in connection with the broadcasting of the series in question.
- In regard to a more general broadcast series in regard to which the theme/jingle may either vary or be a repetition of the same content, payment must take place in accordance with clause 20.1 below. DR may then use the theme/jingle in a 12-month period dating from the first broadcast. After the expiry of this period, repeat broadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.
- In regard to themes/jingles that function as presentations of a series and are constructed from short cuts from this series, DR's advertisement right applies, cf clause 27.

Clause 20. Speaking and dubbing

20.1 Speaking (reading)

In regard to speaking (reading), the minimum payment for the first studio hour amounts to:

2005 – DKK:	2006 – DKK:	2007 – DKK:
1,600	1,650	1,700

For each subsequent hour commenced, 50% of the payment agreed on for the first hour must be paid. When the payment is established, a separate sum can be agreed on for special preparation.

20.2 Dubbing (post-synchronization)

In regard to dubbing (post-synchronization) into Danish, the performer is entitled to a minimum of DKK 2,442 for a 3-hour session. In regard to sessions of longer duration, the performer is entitled to a minimum of DKK 855 per hour commenced.

For dubbing of single productions as well as for creating special sound effects, the performer may be summoned to a 1-hour session for which a minimum of DKK 1,220 must be paid. If such a

session is prolonged beyond 1 hour's duration, the above provision applies.

20.3 Dubbing (post-synchronization) at buy-out prices

	3-hour session fees – DKK:	1-hour session fees – DKK:
50 years' exploitation of all videogram rights (including DVD, CD-ROM, laser disc, etc.).	2,440	855
50 years' exploitation of all phonogram rights.	2,440	855
50 years' exploitation of all TV rights.	3,050	1,100
50 years' exploitation of all rights (excluding cinema rights).	3,660	1,345
50 years' exploitation of all rights (including cinema rights).	4,880	1,710

The payment rates specified in sub-clauses 2 and 3 above apply in 2005, 2006, and 2007.

DR may obtain extended exploitation rights against payment of the difference between the buy-out price agreed on when entering into the contract and the buy-out price for the extended exploitation rights.

If a payment has been negotiated that exceeds the minimum rates, payment of the difference in connection with DR's acquisition of the extended exploitation rights must be adjusted accordingly.

CHAPTER 4 C: FURTHER EXPLOITATION

Clause 21. Consecutive broadcast periods (2nd, 3rd, and consecutive waves)

21.1

After the expiry of the broadcast period in accordance with clause 12.1, DR is to pay the following percentages of the adjusted first broadcast payment for another 4-week broadcast period reckoned from the first broadcast, cf clause 12.1 and 2:

Productions paid for in accordance with TV payment rates (broadcast periods until 20 years after the first broadcast):

For the 2 nd broadcast period:	15%
For the 3 rd broadcast period:	20%
For the 4 th and consecutive broadcast periods:	25%

Productions paid for in accordance with radio payment rates (broadcast periods until 20 years after the first broadcast):

For the 2 nd broadcast period:	10%
For the 3 rd broadcast period:	15%
For the 4 th and consecutive broadcast periods:	20%

In regard to broadcasts later than 20 years after the first broadcast, payment is to be settled through free negotiations between the parties in the Agreement. In case there is no positive outcome of such negotiations, payment must accord with the percentages specified above.

21.2

In regard to repeat broadcasts of productions in relation to which DR, in accordance with this Agreement, has obtained the right to 4 broadcasts within a 4-week period, reference is made to the provisions applying to repeat broadcasts and payment for such of the 1997 Agreement, unless the production is included under the provision of clause 11.7 or the parties have agreed on the application of the new system.

21.3

Payments in accordance with sub-clauses 1 and 2 above are to be calculated on the basis of the first broadcast payment adjusted in accordance with the price regulation table agreed on by the parties (page D of the payment account plan).

21.4

In regard to repeat broadcasts paid for in accordance with previous Agreements, the repeat broadcast payment must accord with the percentages applying to repeat broadcasts at the time of production.

The repeat broadcast payment is calculated on the basis of the production payment adjusted in accordance with the price regulation table agreed on by the parties (page D of the payment account plan).

Further reference is made to the Protocol on repeat broadcasts.

21.5

If **excerpts** from an earlier production are used in a new production, the following amounts must be paid per broadcast minute **on radio or on TV sound tracks**:

2005 – DKK:	2006 – DKK:	2007 – DKK:
300	305	310

The following amounts must be paid per broadcast minute **on TV**:

2005 – DKK:	2006 – DKK:	2007 – DKK:
1,330	1,380	1,440

Payments are calculated on the basis of the duration of such artistic performances as are included under this agreement.

Against the payment specified in the present sub-clause, DR obtains the broadcast rights in accordance with clause 12.2 in a broadcast period of 4 weeks as defined in clause 12.1.

Payments as well as accounts must be submitted to Filmex in accordance with clause 24.10.

Clause 22. International exchange etc.

22.1 International exchange (not sale) of radio programmes

DR is entitled to make radio productions available to foreign broadcasting services in accordance with the agreement of September 26th 1967 between DSF and the Joint Council of Performing Artists on the one hand and DR on the other.

However, radio productions cannot be made available to a broadcasting service in a period of time when the broadcasting service in question is in conflict with a national organization corresponding to DSF. DSF is obliged to keep DR notified of such conflicts.

22.2 International exchange (not sale) of TV programmes

DR is entitled to make TV productions available to TV stations outside the Nordic countries in accordance with the agreement of January 10th 1973 with appendices of March 3rd 1978 between DSF and the Joint Council of Performing Artists on the one hand and DR on the other.

22.3 Greenland and the Faroe Islands

DR is entitled to make copies of productions available for broadcast on Kalaallit-Nunaata Radioa and on Útvarp Føroya/Sjonvarp Føroya.

The payment for this right amounts to a total of 0.6% of the salaries paid in the previous calendar year, adjusted in accordance with the present level of payment. The payment falls due on November 1st every year, and it is to be paid to DSF.

22.4 TV for seafarers and stationed soldiers

DR is entitled to make copies of productions available for broadcast on board Danish ships and to stationed soldiers in accordance with the agreements on TV service for seafarers between DR, COPY-DAN, the former Association for TV for Seafarers, and the Merchant Fleet Welfare Council.

Clause 23. Sale to TV stations

23.1 Sale to TV stations

DR is entitled to sell programmes in which members of DSF participate to be broadcast on foreign TV as well as on Danish local TV. The sale must be effected on commercial terms.

23.2

If the right to use a production on the Internet is assigned in connection with the sale of the production in question, the provisions on Internet use of the present agreement must be adhered to. If nothing else is agreed, the right to use the production on the Internet must be limited to a 2-week period in connection with the broadcasting.

23.3

Out of the income specified in sub-clause 4 below, DR is to pay to Filmex the share of the royalty rates listed below that is proportional to the share that the first broadcast payment to the performers, engaged in accordance with the present agreement, constitutes of the total first broadcast payment to the performing artists who, in accordance with relevant agreements or arrangements with DR, are entitled to receive remunerations for sale of the production to TV stations.

The royalty rates to performing artists amount to:

- 22 % for sale to broadcasting services in the Nordic countries
- 17 % for sale to broadcasting services outside the Nordic countries

23.4

Income is defined as DR's gross income minus documented costs to technological equipment, customs duties, transport, taxes; documented costs to technological preparations for the sale, eg international sound track or copying; documented costs to translation of the dialogue, programme outline, and script into one or more of the 4 main languages English, French, Spanish, and Portuguese in as far as DR markets the programme in question in one or more of these language areas; as well as documented costs to produce sales brochures in one or more of the 4 main languages.

Further reference is made to the Protocol on the sales agreement.

23.5

If a programme only to a minor extent contains contributions from a performer engaged under this Agreement, either a payment reduction is to be negotiated, or an agreement can be made on a price per cut.

23.6

Payments must be settled with Filmex on January 31st every year on the basis of the reported sales income from the past calendar year with information on DSF's share of the royalty payment, cf sub-clause 3 above, as well as the share of the payment to be paid to the individual performer distributed in correspondence with the first broadcast payment.

At the time of settlement, DSF can request information about the sales prices of given programmes. DSF is obliged to treat such information as confidential. Both parties can submit the information in

case of a possible arbitration agreement between the parties in regard to which confidentiality has been agreed.

Clause 24. Other further exploitation

24.1

Artistic performances may not be used in a way where they function as advertisements or in a way that is offensive to the performer. However, DR is entitled to use artistic performances in advertisements for the use in question of the production from which they are taken.

Further reference is made to the Protocol on cross promotion.

24.2

In regard to releasing and distributing productions, DR is to pay a royalty pro rata calculated on the basis of the average purchase price, that is, the average price for shopkeepers excl VAT, for the uses listed below. In regard to sale to clubs, the royalty is calculated on the basis of the average purchase price from the distributor to the club.

Royalty payments are based on sale assessed on the basis of the number of released items regardless of the number of episodes on the cassette/disc.

Royalty payments are calculated on the basis of the duration of the artistic performances covered by this Agreement. However, this provision does not apply to productions released in accordance with sub-clause 4 below as well as releases originally broadcast as compilations. In such cases, the parties are to agree on a reduced royalty rate.

If a production only to a minor extent contains artistic performances, a payment reduction may be negotiated between the parties.

In case of grand scale marketing (TV campaigns or the like), DR may, when an agreement to this has been made with DSF, be exempt from royalty payment until half the marketing costs has been covered by the subsequent sale. In each case, the parties must agree on the specific dimensions.

24.3

If DR distributes programmes electronically, making them available to the end users for sale via download, the royalty is calculated on the basis of the average sales price excl VAT; that is, the average sales price to the end users with a 30 % deduction to cover distribution costs etc. The royalty rates specified in sub-clause 4 below and the provision of sub-clause 5 below apply in a trial period, cf the Protocol.

24.4

Videograms/DVDs/phonograms/DATs that are not compilations:

- In regard to sales up to 3000 copies, 4% is released.

- In regard to sales from 3000 to 10,000 copies, 6% is released.
- In regard to sales of more than 10,000 copies, 7% is released.

In regard to DVD releases where a main production is pivotal, and where other descriptive material relevant for the release to which no rights is attached, eg material of a historical or documentary nature, is added to this, royalties can as a maximum be reduced with 15%. However, background material, interviews about the production, and the like do not release a reduction of royalty.

24.5

Compilations (videos/DVDs/phonograms/DATs/CD-ROMs):

Payment is to be negotiated between the parties in the Agreement prior to the compilation. Payment can either be a royalty or a price per minute.

Compilations are defined as releases containing excerpts from significant artistic performances from different productions covered by this Agreement, cf the Protocol.

24.6

The Agreement also applies to sale, phonograms, videograms/DVDs, CD-ROMs, and other forms of exploitation of productions recorded in accordance with previous Agreements. DR is to notify DSF of an intended exploitation, and, within a 30-day time limit, DSF is to inform DR of whether the performers have given their consent so that the exploitation may be effected. However, exemption from the 30-day time limit is made in the months from June to August when the administrative procedure may be prolonged due to the summer holidays.

24.7

Sale of radio and TV excerpts must be effected in accordance with payment rates agreed upon with DSF.

24.8

If DR, when entering into the contract, has informed the performers that a simultaneous production of **a TV and a cinema version** – the production being intended primarily for TV, secondarily for cinema – is being considered, DR is to pay 4% of the ticket income minus VAT to the performers, cf the protocol.

24.9

Payment for all other forms of exploitation, including those covered by clause 12.4 and sub-clauses 2, 4, and 6 above, is to be negotiated between the parties in the agreement prior to the exploitation.

24.10

Payments per minute, cf clause 21.5 and sub-clause 6 above, are to be made to Filmex after the broadcast/sale has taken place. Royalty payments, cf sub-clauses 4, 5, and 9 above, are to be made to Filmex once a year, on April 1st, for the previous year.

Filmex is to distribute the payments to all the performers engaged in accordance with DR's agreements with DSF, regardless of whether or not they are members of DSF. In this context, DSF exempts DR from any claims from a third party.

In regard to each case of exploitation, DR is to notify Filmex of which performers who participate in the cut/production, as well as of the duration of the material used. Filmex can request a copy of the production in order to estimate the extent of each of the individual performers' participation in the used excerpts/cuts.

Where the exploitation involves entire drama productions and the like, Filmex may request further information about the production fees paid to the individual performers, unless such information is not reasonably accessible. Filmex may only use such information in connection with the distribution of the means, and may not pass it on to a third party.

Clause 25. DR's participation in festivals, screenings, etc.

Without additional payment, DR is entitled to show the finished productions in the following contexts:

- At festivals such as Prix Italia and the Montreux Festival in accordance with the statutes of these festivals
- In connection with screenings, seminars, internal training courses, and similar media events inside and outside DR where the production is not made available to the general public
- Sending copies of drama productions to the reviewers prior to the broadcast

Clause 26. Archives etc.

26.1

Without additional payment, DR is entitled to:

- hand over a copy of the production to the archives of the Media Gallery in accordance with the current legal obligation
- hand over a copy to the central archives of Prix Italia as well as to like archives for participating programmes
- make a copy of DR's recordings with Danish music available to the Danish Music Information Centre and similar institutions to be used with a view to disseminate Danish music abroad in accordance with the agreements between the institutions in question and the performers' associations
- make a copy of the production available to the drama section of the Information Centre on Danish Literature with a view to disseminate Danish dramatics

26.2

DR is entitled to make copies of DR's radio recordings available for research as well as to students in connection with their specialization. Against this, DR pays DKK 5,000 a year to the Danish Actors' Associations Assistance Fund.

Clause 27. Advertisement and the exemption clauses of the Copyright Act

27.1

Without additional payment, DR may use **short excerpts** from performances covered by this agreement in connection with advertising for productions.

27.2

Without additional payment, DR is entitled to use performances covered by this agreement in accordance with the exemption clauses of the Copyright Act.

The quotation right may not be used by DR in a way that enables DR to create productions, free of charge, the main purpose of which is to show certain excerpts from earlier productions or in regard to which such excerpts form a substantial part of a pure entertainment production.

CHAPTER 4 D: PARTICIPATION IN DR'S COURSE ACTIVITIES

Clause 28. Engagement to participate in courses

28.1

Actors and acting students can be engaged to participate in DR's course activities for DR employees.

28.2

The work is planned in agreement between the course leader and the participants.

Clause 29. Rights to course productions

29.1

Productions covered by clause 28 may only be shown or played internally in DR for purposes of training.

29.2

Exceptionally, if the broadcasting of a course production should become an object, DR must secure the written consent of each of the performers. In that case, payment and other terms must correspond with those applying to other broadcasts of the sort in question.

Clause 30. Payment for courses

30.1

An engagement in accordance with clause 28 can be of either 4 or 8 hours' duration per day, and payment must correspond with the following:

Daily salary	2005 – DKK	2006 – DKK	2006 – DKK
Actors, 8 hours per day	1,390	1,430	1,490
Actors, 4 hours per day	760	780	800
Acting students, 8 hours per day	1,100	1,120	1,150
Acting students, 4 hours per day	590	600	620

CHAPTER 5. GENERAL PROVISIONS OF PAYMENT

Clause 31. Holiday allowance

Holiday allowance is to be paid of all first broadcast payments in accordance with the current Holidays with Pay Act, cf, however, the Protocol.

Clause 32. Waiting days

32.1

In regard to travel days or waiting days in connection with productions abroad, the performer is entitled to the following daily salaries:

2005 – DKK:	2006 – DKK:	2007 – DKK:
1,000	1,030	1,050

When a working day including travel time (and make up and waiting time) does not exceed 10 hours, the performer is not entitled to receive payment for the travel day.

In regard to performers engaged on a monthly salary, the following provision applies:

If a working day including travel time (and make up and waiting time) exceeds 12 hours, the performer is entitled to receive payment for the travel day, regardless of whether or not the monthly norm is exceeded, cf clause 18.3.

32.2

In regard to waiting days in connection with productions in Denmark that require the performer to stay away from home overnight, DR may choose to let the performer travel home in accordance with the provisions on travel allowance.

If DR wishes that the performer remains on the location, or if travelling home is not possible, the performer in question is entitled to a daily salary per waiting day in accordance with sub-clause 1 above.

For a waiting day to be settled by travelling home, and thus not to release any payment, it is a condition that the performer, when travelling home, can spend at least 12 hours at home.

If the performer, however, leaves the temporary location for a limited period of time to undertake other work, no payment is released for the waiting day.

Clause 33. Adjustment of payment rates

33.1

The payment rates of this Agreement are fixed and are not to be adjusted. The payment rates from 2008 and on are to be agreed upon by the parties.

Clause 34. Payment of salaries

The agreed salaries must be paid 14 days after the performer's last session at the latest. The 14-day time limit may be prolonged with up to 21 days in cases where DR due to administrative reasons is unable to make the payments within the specified time limit.

If, under special circumstances, payment cannot be made within the specified time limit, the performer is entitled to be assigned an on account payment.

In regard to performances in productions where the performer's sessions are spread over a period of more than 60 days, the performer is entitled to be assigned an on account payment at the end of each month for the sessions that have taken place that month.

Clause 35. Death

If a performer dies, payments must be made to his or her estate, or, if this has been settled, to the person who has been designated as the representative of the dependants.

Clause 36. Discontinuation of payment

In regard to productions the last recording day of which has taken place on December 31st 1959 or earlier, all payments have been discontinued. In regard to more recent productions, all payments are discontinued when the rights of the performer in accordance with the Copyright Act expire.

CHAPTER 6. TRAVEL REGULATIONS

Clause 37. Allowance for travel expenses

37.1

The performer's transport between his or her home or other workplace and the agreed meeting place is no concern of DR's.

Exception can be made from this provision if special circumstances call for this and a preliminary agreement has been made. Such an agreement can be made if the distance from the performer's home or other workplace to the agreed meeting place exceeds 50 km. Under exceptional circumstances, however, an agreement on allowance for travel expenses can be made in regard to shorter distances.

37.2

When DR arranges transport, the performer is to make use of this unless a different agreement is made.

37.3

Mileage allowance is paid in accordance with the low rate of DR's travel regulations. Where the performer is to use public transport, he or she is entitled to travel on first class, air travel excepted. This also applies to transport between an agreed meeting place and possible other DR workplaces.

37.4

Allowance for transport by taxi can only be paid if a previous agreement on this has been made with DR.

37.5

Allowance for travelling to and from an agreed meeting place abroad is paid in accordance with the same regulations as transport in Denmark. However, the performer may only travel in his or her own car if a special agreement to this has been made.

Clause 38. Allowance for other expenses

Allowance for other expenses in connection with travelling is paid in accordance with DR's current regulations.

Clause 39. Advance payment

39.1

An agreement can be made on an advance payment to cover costs to transport and accommodation in connection with working on DR's productions.

39.2

In the case of advance payment, an account plus vouchers must be submitted to DR immediately after the end of the travel. Any advance payment for which no account has been submitted may be retained when the performer is paid his or her salary and until such account has been submitted.

CHAPTER 7. APPLICATION AND TERMINATION OF THE AGREEMENT, DISPUTE AND ARBITRATION

Clause 40. Application and termination

40.1

This Agreement takes effect from March 1st 2005. The Agreement can be terminated at 6 months' notice with effect from the end of a calendar month, although no earlier than from December 31st 2006.

The party that wishes to terminate the Agreement must notify the other party in the Agreement of this by registered letter, and the termination comes into effect when the letter is the other part to hand.

The parties are obliged to enter into negotiations 3 months after the termination at the latest. If no settlement can be reached, the Agreement is no longer operative as a regulating norm when the termination comes into effect.

40.2

If the Agreement is terminated in accordance with the above, DR is still entitled to exploit rights in regard to which exploitation has already been commenced, or in regard to which payment is either due or has been made. DR is obliged to notify DSF of which productions have been commenced, and of which a first broadcast, cf clause 12.1, can be made, as well as of releases and sales commenced prior to the time when the termination comes into effect. Other rights that DR has obtained in accordance with this Agreement cannot be exploited as long as the relations between the parties are not regulated by an agreement, unless some other arrangement for exploitation has been made.

Clause 41. Disputes and arbitration

Disputes between the performers and DR over contracts entered into under this Agreement or disputes relating to the understanding of the Agreement or situations where no settlement of the payment for further exploitation can be reached, cf clause 24, may be referred to arbitration by either of the parties in the Agreement.

Before the request for arbitration is made, discussions must be held in order to settle the dispute.

If the dispute cannot be settled thus, the party requesting arbitration must notify the other party of

the request by registered letter.

The request for arbitration must contain a short statement of the issues to be submitted to arbitration.

The arbitration board consists of four arbitrators – two arbitrators appointed by each of the parties – and an umpire who, if possible, must be appointed by the parties jointly.

If the parties fail to agree on an umpire, the umpire is to be appointed by the president of the Danish Labour Court.

The party requesting arbitration is obliged to notify the other party of what two persons this party wishes to appoint as arbitrators in the request for arbitration, as well as to suggest an umpire.

Within four weeks after receiving the request, the other party must notify the party requesting arbitration of what two persons this other party has appointed as arbitrators, as well as of its position on the choice of umpire.

In other respects, the work of the arbitration board follows the provisions of the Arbitration Act.

CHAPTER 8. TRANSMISSIONS

Clause 42. Application of this chapter

42.1

The provisions of this chapter apply to transmissions produced by DR with a view to using them in DR's broadcast activity, cf clause 45.

Transmissions are defined as productions where DR is the executive producer of recordings from events planned and carried out by a third party.

42.2 Transmission contract

DR may enter into a contract with:

- the performer himself or herself
- a third party designated by the performer

Clause 43. Transmission fee – radio

Radio broadcasts of operas.

Payment for rights must be in accordance with the tables below – rights being obtained in accordance with one of the models of clause 45 below.

43.1 Minor parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	1,250	1,280	1,320
From 10 up to and including 15 minutes:	1,400	1,440	1,470
From 15 up to and including 20 minutes:	1,580	1,620	1,660
From 20 up to and including 25 minutes:	1,840	1,880	1,930
From 25 up to and including 30 minutes:	2,100	2,150	2,210
From 30 up to and including 35 minutes:	2,370	2,420	2,480
From 35 up to and including 40 minutes:	2,630	2,690	2,760
From 40 up to and including 45 minutes:	2,890	2,960	3,040
From 45 up to and including 50 minutes:	3,150	3,230	3,310
From 50 up to and including 55 minutes:	3,420	3,500	3,590
From 55 up to and including 60 minutes:	3,770	3,860	3,960

43.2 Medium parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	1,380	1,410	1,450
From 10 up to and including 15 minutes:	1,750	1,790	1,840
From 15 up to and including 20 minutes:	2,220	2,270	2,330
From 20 up to and including 25 minutes:	2,370	2,420	2,480
From 25 up to and including 30 minutes:	2,710	2,780	2,850
From 30 up to and including 35 minutes:	3,060	3,140	3,220
From 35 up to and including 40 minutes:	3,420	3,500	3,590
From 40 up to and including 45 minutes:	3,770	3,860	3,960
From 45 up to and including 50 minutes:	4,120	4,220	4,320
From 50 up to and			

including 55 minutes:	4,470	4,580	4,690
From 55 up to and including 60 minutes:	4,820	4,940	5,060

43.3 Minor leading parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	1,750	1,790	1,840
From 10 up to and including 15 minutes:	2,280	2,330	2,390
From 15 up to and including 20 minutes:	2,800	2,870	2,940
From 20 up to and including 25 minutes:	3,330	3,410	3,500
From 25 up to and including 30 minutes:	3,850	3,950	4,050
From 30 up to and including 35 minutes:	4,380	4,490	4,600
From 35 up to and including 40 minutes:	4,900	5,030	5,150
From 40 up to and including 45 minutes:	5,430	5,570	5,710
From 45 up to and including 50 minutes:	5,960	6,100	6,260
From 50 up to and including 55 minutes:	6,480	6,640	6,810
From 55 up to and including 60 minutes:	7,010	7,180	7,360

43.3 Major leading parts

Stage time:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Up to and including 10 minutes:	2,190	2,240	2,300
From 10 up to and including 15 minutes:	2,890	2,960	3,040
From 15 up to and including 20 minutes:	3,590	3,680	3,770
From 20 up to and including 25 minutes:	4,290	4,400	4,510
From 25 up to and including 30 minutes:	4,990	5,120	5,240
From 30 up to and including 35 minutes:	5,690	5,830	5,980
From 35 up to and including 40 minutes:	6,390	6,550	6,720
From 40 up to and			

including 45 minutes:	7,090	7,270	7,450
From 45 up to and including 50 minutes:	7,790	7,990	8,190
From 50 up to and including 55 minutes:	8,500	8,710	8,930
From 55 up to and including 60 minutes:	9,200	9,430	9,660

In regard to roles with a stage time of more than 60 minutes, the individual performer and DR is to agree on the payment.

Stage time is defined as:

The aggregate duration of the performer's participation in musical entities – meaning completed arias or ensembles or, where a music dramatic sequence forms a musical whole, completed dramatic entities such as scenes or shot – depending on the nature of the music.

Thus, not only the time in which the performer is actually heard is included in the calculation, but the total duration of the musical entities in which the performer participates.

Clause 44. Transmission fee – TV

Transmission fees are paid in accordance with the tables below – rights being obtained in accordance with one of the models of clause 45 below.

When making recordings for a transmission at the theatre, DR is to pay the performers a transmission fee for rehearsals and film and/or sound recordings in connection with the TV transmission, calculated on the basis of the tables below. Regardless of the fact that the calculation model specifies a number of days, the payment is alone a payment for rights.

DR may request the performers to attend meetings etc. which go beyond the work with the theatrical performance. For this, DR is to pay the following amounts per hour commenced:

2005 – DKK:	2006 – DKK:	2007 – DKK:
280	290	300

The payment is adjusted corresponding to the size of the part, cf the tables below.

44.1 Speaking drama

Size of part	Aggregate daily salary, including supplementary payment for rehearsals:			Minimum number of days:
	2005 – DKK:	2006 – DKK:	2007 – DKK:	
Roles of 0-50 lines:	2,660	2,760	2,870	3 of 8 hours
Roles of 51-200 lines:	3,090	3,220	3,340	4 of 8 hours
Roles of 201-350 lines:	3,540	3,680	3,830	5 of 8 hours
Roles of 351-500 lines:	3,840	3,990	4,150	6 of 8 hours
Roles of 501-800 lines:	4,430	4,600	4,790	7 of 8 hours

Roles of more than 800 lines:	5,160	5,370	5,580	8 of 8 hours
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44.2 Ballet

Size of part	Aggregate daily salary, including supplementary payment for rehearsals:			Minimum number of days:
	2005 – DKK:	2006 – DKK:	2007 – DKK:	
Major leading parts:	5,620	5,850	6,080	8
Leading parts:	4,220	4,380	4,460	7
Minor leading parts:	3,510	3,650	3,800	7
Soloist parts:	2,810	2,920	3,040	6
Major ensemble parts:	2,810	2,920	3,040	5
Medium ensemble parts:	2,110	2,190	2,280	4
Minor ensemble parts:	1,690	1,750	1,820	
Non-dancing parts:	1,260	1,320	1,370	

44.3 Opera

Size of part	Aggregate daily salary, including supplementary payment for rehearsals:			Minimum number of days:
	2005 – DKK:	2006 – DKK:	2007 – DKK:	
Leading parts:	6,200	6,450	6,700	6
Minor leading parts:	5,310	5,520	5,750	5
Major medium parts:	4,430	4,600	4,790	4
Minor medium parts:	2,950	3,070	3,190	3
Minor parts:	2,630	2,730	2,840	2

The above-mentioned payment rates include rehearsing. In cases where the period of time between the stage production and the TV transmission is of so long duration that it is necessary to brush up the parts prior to rehearsing and recording, such rehearsing may release payment corresponding to that for ordinary rehearsing of the current Agreement.

Clause 45. Rights

45.1

Payment in accordance with clauses 43 and 44 gives DR the broadcast rights to the production in accordance with clause 45.

DR has the broadcast rights in a 4-week period reckoned from the first broadcast. The first broadcast is defined as the first of the kinds of broadcasts specified in sub-clause 2 below.

45.2

The broadcast rights cover DR's terrestrial broadcasts and satellite broadcasts, primary cable broadcasts, as well as similar forms of presentation – broadcasted by DR alone or in cooperation

with others – regardless of the technology applied, of whether the presentation is intended for the public or made at the request of a recipient, and of whether the presentation, for technological reasons, involves copying.

Thus, the broadcast rights do not cover the forms of presentation listed in sub-clause 4 below.

In regard to streaming, reference is made to the Protocol.

45.3

In regard to radio broadcasts of operas, DR can for each broadcast choose whether the broadcast payment is to secure DR a broadcast period or 4 broadcasts within a 4-year period.

45.4

If DR makes productions available to the public against a special user fee, eg pay-per-view, or if productions are presented with a view to the users' downloading of them, an agreement on payment has to be made with DSF.

Clause 46. Consecutive exploitation periods in DR's broadcast activity

46.2

After the expiry of the broadcast period in accordance with clause 45.2, DR is to pay the following percentages of the adjusted first broadcast payment for another 4-week broadcast period reckoned from the first broadcast, cf clauses 43 and 44:

	Radio	TV
For the 2 nd broadcast period:	10 %	15 %
For the 3 rd broadcast period:	15 %	20 %
For the 4 th and following broadcast periods:	20 %	25 %

In regard to broadcasts later than 20 years after the first broadcast, payment is to be settled through free negotiations between the parties in the Agreement.

46.2

In regard to repeat broadcasts of productions in relation to which DR, in accordance with this Agreement, has obtained the right to 4 broadcasts within a 4-year period, a repeat broadcast payment of 33 % is paid for 4 more broadcasts within a 4-year period.

46.3

Payments in accordance with this clause are to be calculated on the basis of the first broadcast payment adjusted in accordance with rates agreed on by the parties.

46.4

In regard to repeat broadcasts paid for in accordance with previous Agreements, the repeat broadcast payment must accord with the percentages applying to repeat broadcasts at the time of production.

The repeat broadcast payment is calculated on the basis of the production payment adjusted in accordance with the price regulation table agreed on by the parties (page D of the payment account plan).

Clause 47. Documentaries on theatre etc.

47.1

DR is entitled to make an agreement with a third party on using recordings from events in which members of DSF participate, or from rehearsals for such events, for documentaries on theatre – including documentaries with a broader focus – on radio and TV. When making the agreement with the third party, DR is obliged to secure the consent of the shop steward.

47.2

Documentaries in accordance with clause 47 must have an aim and purpose other than presenting the recorded excerpts. The aim and purpose could be to communicate information on the theatre or on musical events, topical cultural offers and attractions, etc. Thus, this provision does not apply to pure entertainment programmes.

The programmes will usually be of a topical nature, but can also be of a more general or historical nature.

Typically, the programmes contain short cuts, but the extent depends on the artistic achievements etc. This implies that whole performances, eg a pas de deux or an entire revue performance, usually cannot be shown.

47.3

In such programmes, only short cuts may be shown.

47.4

Regular **radio** programmes the purpose of which is to review various performances from the present repertoires of the theatres may be broadcast without any payment to DSF.

In regard to other programmes covered by this clause, each broadcast period entitles DSF to the following payments from DR (depending of the chosen model in accordance with clause 45):

Per hour commenced:	2005 – DKK:	2006 – DKK:	2007 – DKK:
Radio:	4,130	4,230	4,340
TV:	13,970	14,530	15,110

47.5

The distinction between the present clause 47 and clause 48 is not sharp. If there is any doubt, DR may only broadcast a programme on the basis of the provisions of clause 47 if DSF consent to this. If DSF does not consent to this, the provisions of clause 48 must be followed.

47.6

In cases where DR, the organizer, and the performers agree to schedule rehearsals making allowance for the broadcasting plan, payment is released in accordance with clause 19. In regard to rehearsals placed within the performer's normal rehearsal hours, only half this payment is released.

Clause 48. Reports, portrayals, etc.

48.1

DR is entitled to make an agreement with a third party on using recordings from events in which members of DSF participate, or from rehearsals for such events, for reports, portrayals, etc. on radio and TV. When making the agreement with the third party, DR is obliged to secure the consent of the shop steward.

48.2

The present clause 48 applies to the use of excerpts in programmes that are not included under clause 47

48.3

DR is entitled to use excerpts that are covered by the exemption clauses of the Copyright Act freely, cf clause 27, just as topical reports usually can be broadcast freely.

48.4

In regard to programmes that are mainly constructed from third party events (eg summer revues), payment is released in accordance with clause 19.

48.5

In regard to other excerpts, the following payments are released per minute commenced on radio or on TV sound tracks:

2005 – DKK:	2006 – DKK:	2007 – DKK:
300	305	310

The following payments are released per minute commenced on TV:

2005 – DKK:	2006 – DKK:	2007 – DKK:
1,130	1,180	1,230

Payments are calculated on the basis of the duration of such artistic performances as are included under this agreement.

Against the payment specified in the present sub-clause, DR obtains the broadcast rights in accordance with clause 45.

Payments as well as accounts must be submitted to Filmex in accordance with the following provisions:

- Payments per minute must be made to Filmex after the broadcast/sale has taken place.
- Filmex is to distribute the payments to all the performers engaged in accordance with DR's agreements with DSF, regardless of whether or not they are members of DSF. In this context, DSF exempts DR from any claims from a third party.
- In regard to each case of exploitation, DR is to notify Filmex of which performers who participate in the cut/production, as well as of the duration of the material used. Filmex can request a copy of the production in order to estimate the extent of each of the individual performers' participation in the used excerpts/cuts.

Any information obtained by Filmex may only be used in connection with the distribution of the means, and may not pass it on to a third party.

48.6

If a performance is recorded in accordance with this clause, but is not broadcast, the performer is entitled to a payment amounting to half the payment per minute specified in sub-clause 5 above.

In regard to the use of excerpts from a theatrical performance in more comprehensive reports the purpose of which is either to discuss a theatre production or to discuss a topical or historical subject, DR is entitled to make agreements with theatres or groups of theatres on supplementary payments to the individual performers for using the excerpts in question in the reports. Such agreements must be negotiated with the performers' shop steward. This provision can only be used in regard to programmes the aim of which is clearly another than the broadcasting of the production on TV.

48.7

In cases where DR, the organizer, and the performers agree to schedule rehearsals making allowance for the broadcasting plan, payment is released in accordance with clause 19. In regard to rehearsals placed within the performer's normal rehearsal hours, only half this payment is released.

Clause 49. Other provisions

49.1

The following provisions of this Agreement also apply to transmissions covered by the present chapter: clauses 1.2, 11.5, 22, 25, 26, 27, 40, and 41.

49.2

The other provisions of this Agreement do not apply to transmissions.

49.3

No holiday allowance is to be paid of payments in accordance with the present chapter.

The Agreement has been signed by both parties.

PROTOCOL

Regarding clause 1 – engagement of dancers

Engagement as a dancers is covered by the Agreement.

In regard to performances in non-dramatic productions, the distinction between the different types of performances in clause 35.4 of the 1993 Agreement still applies. The distinction is as follows:

The performances of dancers in non-dramatic productions usually fall into three categories:

- Performances forming a background to proper acting or soloist performances
- Uniform performances by several dancers (eg kick-lines)
- Individual performances where the dancing in itself is in focus

The parties agree that dancers who either form part of a group/an ensemble participating in contests such as the Eurovision Song Contest or form part of an already existing group/ensemble in regard to which DR has no influence on the composition of the ensemble usually are to receive ensemble payment in accordance with the current agreement(s) on ensemble work.

Regarding clauses 16 and 19. Soloist performances

Payment for soloist performances within the province of DSF may as hitherto be made in accordance with the present agreement.

The parties agree that, if possible, discussions are to be held with relevant organizations in order to establish uniform rules for entertainer and soloist performances.

Regarding clause 18.3. Monthly salary

The provisions on weekly working time and calculation of the working time on a monthly basis are closely connected with the form of production employed in relation to Taxi and Unit 1. Special emphasis has been placed on the fact that the production plan has been known to the performers in good time and that considerable flexibility has been shown in regard to complying with the wishes of the performers to undertake work outside the ongoing production.

If DR, under exceptional circumstances, wishes to prolong the scheduled working time due to the day's schedule, the working time may be prolonged with up to 1 hour, and notice of this must be given to the performer during the lunch break that same day at the latest. If a need for prolongation of the working time that same day is expressed later than the lunch break, the performer is free to decide whether he or she will conform to the need.

Regarding clause 21.2 and 4. Repeat broadcasts

Provided that DSF, the directors' associations, and the Dramatists' Association reach an agreement on this, repeat broadcasts of productions for which payment has been made in accordance with previous Agreements is paid for in accordance with the provisions in clause 26.1.

DSF will attempt to secure the performers' consent to broadcast productions produced in accordance with earlier agreements than the 1997 Agreement on the terms of the present Agreement.

DSF will attempt to secure a wide consent to use radio dramatics against payments corresponding to the new payment rates and with broadcast rights in broadcast periods corresponding with the present Agreement, including also pay-per-listen.

Regarding clause 23.4. Sale to TV stations

In this context, the gross income is defined as the actual sales price minus possible distribution costs in connection with the individual sale. From the time when an agreement has been made between DR and other relevant and involved organizations of rights holders, a further percentage, agreed on between the organizations, is to be deducted in order to cover the costs in connection with DR's sales work that are not related to the individual sale.

When entering into this sales agreement, the agreement of August 1st 1993 between DR and the Joint Council of Performing Artists is annulled. Consequently, the previous Guarantee on Own Productions is also discontinued. However, the agreements that have applied throughout the years on how to behave in the case of a legal conflict between a foreign broadcasting service and the related performers' association still apply.

As hitherto, DSF is obliged to keep DR notified of the beginning and end of such conflicts, after which DR is obliged not to sell programmes to the broadcasting service in question as well as not to broadcast programmes produced by that broadcasting service.

Regarding clause 24. Other further exploitation

Unless an agreement to this has been made, DR may not cross-promote its releases.

Cross-promotion is defined as:

“The marketing of DR's products alongside other products/trade marks.” The meaning of “alongside” is to be understood in connection with the Unit 1 case, where a DVD case and a Coca-Cola cap were *displayed in one* advertisement.

While recognizing clause 24.1 and the above text on cross-promotion, DR wishes to have the right to:

- “distribute through a third party, whether the third party is a recognized distributor in the wide market or a daily, weekly, or like magazine in a smaller market”
- “distribute electronically alone or in cooperation with a third party, eg a recognized distributor, a retail chain, or the like”
- “promote products on usual market conditions in advertisements, sales flyers, or the like”
- “promote products through competition in all media”

24.3

The parties agree that the provision applies in a trial period until December 31st 2006. The parties have decided regularly to check up on the sale that takes place via downloading, and DSF is to receive an evaluation report after the end of the trial period.

24.4

The provision of clause 24.4 refers to releases of entire productions or excerpts from productions that have functioned as independent radio or TV productions as well as to releases containing excerpts from the same production/series (same work).

Regarding clause 24.5. Definition of compilations

Compilations are defined as releases that contain excerpts from different productions containing significant artistic performances, and that have not originally been individual radio and/or TV productions, eg the Best of Dirch, Marguerite Viby, and Danish Revue History.

The definition of compilations does not cover releases such as DVD releases that contain material to which no rights is attached, cf clause 24.3, and video and/or DVD releases that contain background material, interviews about the production, or the like.

The parties in the agreement agree that the royalty payment for compilations must be calculated on a reasonable basis in relation to the budget and the sales and/or market possibilities of the individual production.

Regarding clause 24.8. TV and cinema versions

Definition of the ticket income (of the syndicate):

For distribution to cinemas in Denmark, the performers receive a total of 4% of the ticket income (calculated as the income from the ticket sale that DR and the producer (the syndicate) actually have at their disposal, that is, the ticket income minus VAT, including DR and the producer's share of the film rent minus distribution charges and promotion and advertisement costs).

3 months after the première of the film, DR is to pay a royalty advance of DKK 70,000 to the performers. The payment must be made to Filmex.

Stills

On the basis of the trial agreement of June 30th 1998, the parties in the Agreement are still to negotiate the terms of a new arrangement concerning the use of stills in DR's publications. Until an agreement has been reached, DR is to pay a yearly round sum of DKK 35,000 in the years of 2005, 2006, and 2007 for the use of stills in accordance with the terms of the trial agreement.

Regarding clause 31. Holiday allowance

DSF accepts DR's proposal that the provision on holiday allowance, if the other performers' associations give their consent to this, is phrased as follows:

“Holiday allowance is to be paid of all first broadcast payments for performances in DR's own productions in accordance with the current Holidays with Pay Act.”

Miscellaneous

Streaming

When a production is shown on the Internet, cf clauses 12.2 and 23.2, it must be technologically blocked in order to ensure that it cannot be downloaded. In regard to streaming, respect must be shown for the artistic achievements, cf clause 3 of the Copyright Act. Any use must take place in accordance with the regulations on advertising and sponsoring on radio and TV.

Violation of the performers' rights by a third party

The parties in the Agreement are obliged, in accordance with arrangements made in each individual case, jointly to oppose any violation of the rights of the performer or DR by a third party, eg in case of illegal use of stills.

Service charge

DR may, in each individual case, agree to pay a service charge for exceptionally demanding clearances in regard to productions from the time before July 1st 1997.

APPENDIX 1 – AGREEMENT OF AUGUST 1ST 1993 – REPRINT

Agreement between

**the Danish Broadcasting Corporation
(DR)**

and

**the Joint Council of Performing Artists
(the Danish Actors' Association, the Danish Musicians' Union, the Danish Soloists'
Association, the Soloist Society of 1921, the Danish Artist Union, the Danish Choir
Association)**

On co-productions between DR and other TV organizations

Clause 1.

1.1

In regard to co-productions with one or more Nordic TV organizations, DR is to pay a supplement of 10 % of the payment for the first broadcast in Denmark per country; however, 5 % for the Icelandic TV organization.

1.2

The payment gives DR the right to 2 broadcasts within a 12- month period in the country/ies in question.

1.3

The supplement is calculated on the same time as the payment for the broadcast in DR.

1.4

Further repeat broadcasts in the co-producing TV organization/s may take place against a payment of 50 % of the payment specified in sub-clause 1 above.

Clause 2.

In regard to co-productions with non-Nordic TV organizations, the supplement broadcast rights in the co-producing country/ies is negotiated in each individual case.

Clause 3.

It is part of the agreement on co-production which of the co-producers who as the main producer is responsible for the agreements with and the payments to the rights holders. This is to take place in accordance with the agreements between the producer in question and the relevant organizations.

Clause 4.

The Danish performers' associations are obliged to notify DR of the commencement and termination of legal conflicts between a Nordic TV organization and a performers' association related to the parties in this Agreement. And DR is obliged, as soon as notified by the performers' associations, not to enter into agreements on co-production of TV programmes with the TV organization in question.

In regard to agreements on co-production already made the same conflict provisions apply as those that apply to programmes produced by the co-producer.

Clause 5.

The Agreement comes into effect on August 1st 1993 and applies until July 31st 1995, whereafter it may be terminated with 6 months' notice.

On January 31st 1995 at the latest, based on the lessons learned, the parties are to agree on how to develop the Agreement in the future.

The Agreement has been signed by both parties.