

**AGREEMENT**  
**BETWEEN**  
**THE DANISH BROADCASTING CORPORATION (DR)**  
**AND**  
**THE DANISH ACTORS' ASSOCIATION (DSF)**  
**2013**

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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, net and TV/film productions.

No deviation from the provisions of the Agreement is allowed unless the parties enter into special negotiations on this.

#### **1.2**

The provisions of the Agreement do not apply to:

- performers employed at DR in accordance with an agreement or a special contract. Such 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, profiles or the like;
- amateur performers participating in either whole productions or 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 20 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 sending of the contract proposal by DR, to notify DR of whether he or she can accept or wishes to negotiate the proposal. Notice of acceptance is given by signing and returning the copy of the contract proposal so that it is DR to hand within the above-mentioned time limit.

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 broadcast without having objected to the received contract proposal and/or having signed and returned the copy of the contract proposal 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 from an initial request, over 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, to 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 stating the period of time of the engagement and the minimum salary. The provisional contract must be signed and exchanged by the parties.

Unless otherwise 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 who 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 expiry of the period of engagement.

### **3.3**

The performer cannot enter into other engagements that coincide with rehearsing or performing for 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 with 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 scheduled 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 e.g. another scheduled engagement.

In case of postponement, the performer is entitled, with usual notice, to receive payment on account amounting to half 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, the performer is paid corresponding to the actual number of sessions in accordance with the final assessment. If the number of sessions does not exceed the originally scheduled, the performer is paid accordance with the contract minus the payment on account.

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 paid to the performer.

If a production is resumed after the 8-week time limit, a new contract must be entered into with 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, other scheduled engagements of the performer must be taken into consideration. Such making up or completion is not regarded as a postponement of the production.

Session fees/daily salaries are paid in accordance with the nature of the work.

## **Clause 5. Breaks**

With 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 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.

With 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 otherwise agreed, DR provides all kinds of costumes, wigs, beards, make-up and other accessories 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, 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**

If 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. Failure to meet the above-mentioned conditions will be considered as 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, after which 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-related 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 him- or herself. Moreover, reference is made to the Industrial Injury Insurance Act.

### **9.6**

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 any way and by means of any technological aid, media and platform currently available, cf. clause 12 (the broadcasting right and first broadcasting period) and clauses 21-27 (consecutive broadcasting periods, international exchange, etc. as well as other further use).

#### **11.2**

DR can make such changes as are necessary for use in accordance with sub-clause 1 above. Moreover, DR can have the production post-synchronised 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 otherwise 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**

If DR (alone or via UBOD) in cooperation with a collective collecting society of which DSF is a member has allowed or allows third-party use of rights covered by the Copyright Act, including extended contractual licensing in accordance with clauses 13, 17, 35 og 50.2, payment to the performer is effected via this collecting society and not via DR.

Payment for private copying in accordance with clauses 39 ff. of the Copyright Act is effected via Copydan CulturePlus.

This provision does not limit DR's rights acquisition in accordance with the present clause 11.

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

## **11.6**

If DR has not used the production in any way (e.g. has not broadcast it, made it available on demand or sold it), the 3-year deadline of clause 54 of the Copyright Act applies, calculated from the time when the contract has been fulfilled by the performer. The performer may then terminate the agreement with 1 year's notice. During that period, DR may not reassign an unfinished production to a third party without prior consent from DSF. In all other cases, the deadline of clause 54 of the Copyright Act is changed to 10 years calculated from the time when the contract has been fulfilled by the performer.

## **11.7**

In each individual contract of engagement, DR must specify 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 broadcasting periods etc.**

#### **12.1**

Payment in accordance with chapter 4 A-B gives DR the broadcasting right to the production, cf. sub-clause 2 below, as specified in the present sub-clause 1.

Major Productions are defined as DR's own new TV drama productions for adults of more than 40 minutes' duration (excluding satire productions).

Other Productions are defined as all other productions than Major Productions, including - but not limited to - radio productions, children's and family productions, satire productions and net productions (both net productions related to Major Productions and Other Productions and individually produced net productions, i.e. net productions that are unrelated to other productions).

#### **12.1.1**

With regard to both Major Productions and Other Productions, DR obtains the broadcasting right to the production, cf. sub-clause 2 below, in a 30-day broadcasting period from the first broadcast. The first broadcast is defined as the first of the kinds of broadcasts specified in sub-clause 2 below.

#### **12.1.2**

With regard to Other Productions, DR in addition to the broadcasting right specified in sub-clause 1.1 above obtains the right to 4 broadcasts including simulcasting within a 6-month period from the expiry of the broadcasting period specified in sub-clause 1.1 above at DR's specialised channels.

#### **12.1.3**

Specialised channels are defined as TV and net flow TV channels as well as other future flow channels that have a share of maximum 4% and are not defined as full-scale channels, cf. the definition below.

Due to DR's forthcoming channel reorganisation, DR2 will change status from a full-scale channel to a specialised channel. DR and DSF thus agree to consider DR2 a specialised channel as of the effective date of the Agreement. DR2 may have a share of maximum 5% in a 6-month period from the effective date of the Agreement, after which DR and DSF will discuss the future size of the share.

All radio channels (including net flow radio channels) are considered specialised channels regardless of their share.

Full-scale channels are defined as channels broadcasting (including webcasting) programmes within all/numerous genres that are not aimed at a particular audience. As of the effective date of the Agreement, only DR1 is considered a full-scale channel.

With regard to TV channels, the share is defined as the share of the total viewing time of the channel in a given calendar year. The share of a TV channel thus equals (viewing time of the channel/total viewing time) x 100, the total viewing time being calculated on the basis of all channels included in Gallup's "TV Meter". All Danish citizens aged 3 years or more are included in the calculation of the share.

With regard to net flow TV channels, the share is defined as the share of the total viewing the channel would have had in a given calendar year, had it been included in Gallup's "TV Meter".

The above share calculations follow the currently used industrial calculations. If these are changed in the future, the share calculations will be changed accordingly, so as always to follow the current industrial standard.

#### **12.1.4**

With regard to Other Productions, DR may make the production available on demand in downloadable format (e.g. podcast) within a 6-month period from the first broadcast against payment of 6% of the first broadcast payment, cf. sub-clause 2 below.

#### **12.1.5**

Reference is also made to the agreement between the parties regarding payment for DR's extended right to make own productions available on demand.

#### **12.1.6**

DR's right to 4 broadcasts within a 4-year period from the first broadcast is maintained with regard to versioning/speaking of bought material, cf. clause 20 below; however, not with regard to children's and family productions, cf. clause 20.3 below. In connection with each broadcast, DR obtains the right to make the material available on demand in streaming format in a 30-day period.

DR may exchange 1 of the 4 broadcasts for 6 broadcasts on specialised channels. In connection with each broadcast, DR obtains the right to make the material available on demand in streaming format in a 30-day period.

#### **12.1.7**

With regard to remunerations for consecutive broadcasting periods, reference is made to chapter 4 C.

## **12.2**

The broadcasting right covers – but is not limited to – the following uses:

- DR's public presentation – alone or in cooperation with others – of the production in whole or in part. Public presentation is defined as broadcasting or other public presentation, such as wireless terrestrial or satellite distribution, primary cable distribution, simulcasting (simultaneous and identical internet transmission), webcasting (independent internet transmission) and similar presentation forms.
- Making the production in whole or in part available on demand on all platforms, i.e. making the production available to the public independent of time and place.

## **12.3**

If DR makes productions available to the public against separate user fees, e.g. pay-per-view, or with a view to downloading in addition to the downloading specified in sub-clause 1.4 above, an agreement on payment must be made with DSF, cf. clause 24.9. Reference is also made to the preliminary agreement between the parties regarding on-demand third-party use.

## CHAPTER 4A. MINIMUM RATES – RADIO

With 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 must 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. Performance in actual radio plays and stage works, including ballad operas and vaudevilles

#### 13.1

Number of lines:	DKK:
0-25	2.483,23
26-100	3.719,22
101-200	4.966,45
201-300	6.202,45
301-400	7.438,44
401-500	9.921,67
501-600	12.404,90
601-700	14.888,12
701-800	17.371,35

For roles of more than 800 lines, DKK 2.483,23 is paid per 100 lines commenced.

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

#### 13.2

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

Special payment:	Percentage of the above payment rates:
A	20
B	40
C	60
D	80
E	100
F	150



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

### **Clause 13A. Radio series and net productions (audio)**

This provision alone applies to radio series and net productions, meaning that the usual productions of Radio Drama are not affected by this provision. For these radio series and net productions, an hourly payment of DKK 716,04 is agreed – regardless of the number of episodes the production is divided into and the number of roles each performer plays.

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

With 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 2 sessions within 2 days.

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

	<b>Minor parts:</b>	<b>Medium parts:</b>	<b>Minor leading parts:</b>	<b>Major leading parts:</b>
Stage time in minutes:	DKK:	DKK:	DKK:	DKK:
0-10:	2.067,48	3.101,22	4.134,97	5.168,71
10-15:	2.696,72	3.932,71	5.370,96	6.820,45
15-20:	3.303,48	4.752,96	6.618,19	8.472,19
20-25:	3.719,22	5.584,45	7.865,42	10.135,16
25-30:	4.337,22	6.415,94	9.101,42	11.786,90
30-35:	4.966,45	7.236,19	10.337,41	13.438,64
35-40:	5.584,45	8.067,68	11.573,41	15.090,38
40-45:	6.202,45	8.887,93	12.820,64	16.742,12
45-50:	6.820,45	9.719,42	14.056,64	18.405,09
50-55:	7.438,44	10.539,67	15.303,87	20.056,83
55-60:	8.067,68	11.371,16	16.539,86	21.708,57

With regard to roles with a stage time of more than 60 minutes, an agreement on payment must be made between the individual performer and DR.

Stage time is defined as:

The total 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 amounts to DKK 129,22 per 30 minutes.

If a session, with the performer's consent, is prolonged beyond the scheduled duration, additional session fees must be paid for each 30 minutes commenced.

In the case of prescribed repetition rehearsals, the performer is entitled to payment amounting to DKK 314,62 per hour.

### **15.2**

With regard to performances, except as a narrator, in accordance with clause 13, the total session time must amount to 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**

If a daily session exceeds 10 hours, the performer is entitled to a supplementary payment of 25% of the session fee. In the time between 12.30 and 6 a.m., 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. Performance in radio productions that are included neither under clause 13 nor under clause 14**

### **16.1**

With regard to **reading** or **speaking**, the minimum payment for the first studio hour amounts to DKK 1.940,29.

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

### **16.2**

Participation in **themes/jingles/spots** (audio spots that are not related to another production):

- With regard to a planned broadcasting of a specific and concrete series where the theme/jingle is mere 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.
- With regard to a more general broadcast series where the theme/jingle may either vary or be mere repetition of the same content, the salary amounts to twice the salary for reading or speaking 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, rebroadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.
  - With regard to specially produced spots, the salary amounts to twice the salary for reading or speaking in accordance with sub-clause 1 above. DR may then use the spot in a 12-month period dating from the first broadcast. After the expiry of this period, rebroadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.
  - With 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**

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

## CHAPTER 4B. MINIMUM RATES – TV

### Clause 17. Production fee

#### 17.1

With 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-synchronisation) does not take the form of daily salaries.

#### 17.2

An agreement on **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 30 minutes is not included in the working hours, unless it is commenced before 6 a.m.

If the total time spent on transport, make-up, and waiting does not amount to more than 1½ hour on filming days on location, this is not included in the working hours.

### Clause 18. Performance in dramas and musical dramas

(speaking drama, opera, classical operettas and ballet, including related net productions)

#### 18.1

For single performances and series of up to 2 episodes, payment must as a minimum amount to:

- a daily salary of DKK 3.789,81 (8 hours), or
- an hourly salary of DKK 476,56.

For series of more than 2 episodes, payment must as a minimum amount to:

- a daily salary of DKK 3.460,76 (8 hours), or
- an hourly salary of DKK 431,18.

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 payment as a minimum amounting to:

- a daily salary of DKK 2.972,85 (8 hours), or
- an hourly salary of DKK 374,44.

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 a.m., 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.

Make-up and waiting time that does not exceed 1 hour is not included in the working hours, unless it is commenced before 6 a.m.

## **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 48.223,69 and if the daily salary amounts to a minimum of DKK 4.347,19.

In case of such engagement, the performer is neither entitled to any overtime payment or supplementary payment for work on public holidays in accordance with sub-clause 1 above, nor to payment for special services in accordance with sub-clauses 6 and 7 below, provided that 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 no more than 1 hour of post-synchronisation is required per episode for a maximum of 6 episodes. In the calculation of overtime, costume and reading rehearsals as well as post-synchronisation 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 DR 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 may 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 DKK 48.416,58.

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 minimum salary amounts to DKK 41.495,06.

- 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 DR and the performer with regard to other engagements. The producer is not obliged to comply with the performer's wishes.
- d) The performer's weekly working time is 40 hours, including make-up time as well as a 45-minute lunch break and a 15-minute coffee break per whole filming day. The daily working time may vary, but may not exceed 12 hours including make-up time and breaks.
- 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 hourly payments plus a 50% supplement for the overtime hours worked.
- f) The performer is entitled to 2 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) A performer engaged to be on call is guaranteed a monthly minimum salary of DKK 22.472,64. In addition, the minimum salary per working day is DKK 1.123,63.
- 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**

In addition to 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 for the Royal Theatre.

#### **18.6**

With 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 receive payment for the actual working time amounting to DKK 158.08 per 30 minutes commenced. However, the performer must receive payment for at least 2 hours.

#### **18.7**

With regard to post-synchronisation of the performer's own voice that is not covered by sub-clauses 2 and 3 above, the performer is entitled to the hourly salary specified in sub-clause 1 above.

### **Clause 19. Performance in TV productions that are not included under clause 18**

#### **19.1**

With regard to engagement as a dancer, actor, puppeteer, etc. in non-dramatic productions, payment must as a minimum amount to:

- a daily salary of DKK 3.460,86 (8 hours), or
- an hourly salary of DKK 431,14.

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

#### **19.2**

Participation in **themes/jingles/spots** (audio spots that are not related to another production):

- With regard to a planned broadcasting of a specific and concrete series where the theme/jingle is mere repetition of the same content, the minimum salary amounts to twice the salary for reading or speaking in accordance with clause 16.1. Against such payment, DR can use the theme/jingle freely in connection with the broadcasting of the series in question.
- With regard to a more general broadcast series where the theme/jingle may either vary

or be mere repetition of the same content, the salary amounts to twice the salary for reading or speaking in accordance with clause 16.1. DR may then use the theme/jingle in a 12-month period dating from the first broadcast. After the expiry of this period, rebroadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.

- With regard to specially produced spots, the salary amounts to twice the salary for reading or speaking in accordance with sub-clause 1 above. DR may then use the spot in a 12-month period dating from the first broadcast. After the expiry of this period, rebroadcast payment is released in accordance with clause 21 if DR wishes to obtain the right to another 12-month period.
- With 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)**

For speaking (including speaking on DR's own children's and family productions – speaking on bought children's and family productions is defined as dubbing, cf. sub-clause 3 below) payment must as a minimum amount to:

Number of characters:	DKK:
0-5,000	1.542,24
5,001-10,000	1.982,88
10,001-20,000	2.864,16
20,001-30,000	3.745,44

If the number of characters exceeds 30.000, a minimum of DKK 771,12 is paid for each additional 5.000 characters.

Spaces are not included in the calculation of number of characters in a text.

The parties agree that trained performers as well as untrained performers, who through working professionally have acquired skills regarding speaking that can be equated to the skills of trained performers, cannot be engaged for speaking on lesser terms, cf. clause 2.4 of this Agreement.

A separate contract of engagement must be entered into for each title.

DR may merge episode of the same title when speaking takes place on the same day. If more than 2 episodes are merged (regardless of the number of characters of each episode) payment is increased with 25%.

### **20.2 Dubbing (post-synchronisation)**

With regard to dubbing (post-synchronisation) into Danish, the minimum payment for a 3-hour session amounts to DKK 2.743,91. When the duration of a session exceeds 3 hours, a minimum of DKK 960,71 is paid per subsequent 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 1.370,83 must be paid. If such a session is prolonged beyond 1 hour's duration, the above provision applies.

### 20.3 Dubbing (post-synchronisation) and speaking on bought children's and family productions at buy-out prices

	<b>DKK per 3-hour session:</b>	<b>DKK per 1 hour session:</b>
Use of all <b>videogram rights</b> (including DVD, CD-ROM, laser disc, etc.) for 50 years:	2.741,66	960,71
Use of all <b>phonogram rights</b> for 50 years:	2.741,66	960,71
Use of all <b>TV rights</b> for 50 years:	3.427,08	1.236,00
Use of <b>all rights</b> (excluding cinema rights) for 50 years:	4.112,49	1.511,29
Use of <b>all rights</b> including cinema rights) for 50 years:	5.483,32	1.921,41

The payment rates specified in sub-clauses 2 and 3 above apply as of 1 January 2013.

DR may extend the rights to use a production 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 rights.

If a payment has been negotiated that exceeds the minimum rates, payment of the difference in connection with DR's extension of the rights to use the production must be adjusted accordingly.



## **CHAPTER 4C. FURTHER USE**

### **Clause 21. Consecutive broadcasting periods**

#### **21.1**

After the expiry of the broadcasting periods in accordance with clause 12.1, DR is to pay for consecutive broadcasting periods as follows:

##### **21.1.1 Major Productions**

After the expiry of the broadcasting period in accordance with clause 12.1.1, DR is to pay for another 30-day period from the first broadcast in accordance with clause 12.2.

If DR only rebroadcasts the production on DR's specialised channels as defined in clause 12.1.3, payment of the fee instead gives DR the right to 4 broadcasts including simulcasting within a 6-month period from the first broadcast.

Reference is also made to the agreement between the parties regarding payment for DR's extended right to make own productions available on demand.

##### **21.1.2 Other Productions**

After the expiry of the broadcasting periods in accordance with clauses 12.1.1 and 12.1.2, DR is to pay for new broadcasting periods in accordance with clause 12.2. These new broadcasting periods are covered by the provisions of clauses 12.1.1, 12.1.2, 12.1.4 and 12.1.5.

##### **21.1.3**

The fee for the new broadcasting periods is calculated as the following percentages of the first broadcast payment:

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

2<sup>nd</sup> payment:

Major Productions: 15%  
Other Productions: 12%

3<sup>rd</sup> and subsequent payments:

Major Productions: 20%  
Other Productions: 15%

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

2<sup>nd</sup> payment: 9%

3<sup>rd</sup> and subsequent payments: 14%

With 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 of a negative outcome of such negotiations, payment must accord with the percentages specified above.

##### **21.1.4**

If DR only wishes to rebroadcast the production (both Major and Other Productions) on DR's

specialised channels as defined in clause 12.1.3 and only wishes a 30-day broadcasting period in accordance with clauses 12.1.1 and 12.1.5, DR is to pay a rebroadcast fee of 8% of the first broadcast payment for Major Productions and 6% for Other Productions.

#### **21.1.5**

Against payment of 5% of the first broadcast payment, DR may rebroadcast all episodes of a series (both Major and Other Productions), including episodes from previous seasons, once consecutively, i.e. within 3 days, on one of DR's specialised channels prior to the première of a new season of a series of the same title. Against payment of 3% of the first broadcast payment, DR may moreover rebroadcast all episodes of a series once consecutively, i.e. within 3 days, on one of DR's specialised channels in connection with the broadcasting of the last episode of the series.

#### **21.2**

With regard to rebroadcasts 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 rebroadcasts and payment for such of the Agreement of 1 July 1997, 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**

With regard to rebroadcasts of productions from before 1 July 1997, the rebroadcast payment must accord with the percentages applying to rebroadcasts at the time of production.

The rebroadcast 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 rebroadcasts.

#### **21.5**

If **excerpts** from an earlier production are used in a new production, payment amounts to DKK 351,75 per minute commenced on **radio** or on **TV sound tracks**.

Payment amounts to DKK 1.633,93 per minute commenced on **TV**.

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 21.5, DR obtains the broadcasting right in accordance with clause 12.2 in broadcasting periods as defined in clauses 12.1.1-12.1.5.

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 26 September 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 association 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 10 January 1973 with appendices of 3 March 1978 between DSF and the Joint Council of Performing Artists on the one hand and DR on the other.

### **22.3 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, Copydan World TV and the Merchant Fleet Welfare Council.

## **Clause 23. Sale to TV stations**

### **23.1 Sale to TV stations**

DR is entitled to sell the broadcasting rights in accordance with clause 12.2 to productions, or parts of productions, 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.

In connection with the sale, DR makes the acquirer aware of the protocol text on cross promotion.

### **23.2**

With regard to jointly financed co-productions, where DR is the main producer, payment to the performer must also be made in accordance with this provision, as the payment from the co-producer may be divided into an investment share and a license share. The license share is determined on market terms. Royalty payment in accordance with sub-clause 3 below is based on the license share alone.

### **23.3**

Out of the income specified in sub-clause 4 below, DR must pay the following royalty rates to Filmex:

- 20% for sale to broadcasting services in the Nordic countries
- 15% for sale to broadcasting services outside the Nordic countries

### **23.4**

Royalty payment is based on DR's net income.

DR's net income is defined as the actual sales price minus taxes, duties and other levies with a

fixed deduction of 30% to costs and an additional deduction of 15% when using a distributor, agent or the like.

### **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 31 January every year on the basis of the reported sales income from the previous calendar year with information on 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 with regard to which confidentiality has been agreed.

## **Clause 24. Other further use**

### **24.1**

Artistic performances may not be used for advertising purposes or in ways that are offensive to the performer. However, DR is entitled to use artistic performances in the marketing of the use in question.

Further reference is made to the protocol text on cross promotion.

### **24.2**

With regard to releasing and distributing productions, DR pays a royalty pro rata, cf. sub-clause 3 below, calculated on the basis of the following:

With regard to sale of physical copies, royalty is paid of the average purchase price, i.e. the average price for retailers excluding VAT after deduction of trade discounts. With regard to club, kiosk and covermount sale, royalty is calculated on the basis of the average purchase price after deduction of discounts from distributor to e.g. club, newspaper, magazine, periodical, book publisher, etc.

Royalty payments are based on sale assessed on the basis of the number of copies regardless of the number of episodes on each copy.

Royalty payments are calculated on the basis of the duration of the artistic performances covered by this Agreement. However, this provision applies neither to productions released in accordance with sub-clause 4 below nor to releases originally broadcast as compilations. In such cases, the parties must 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 exceptional marketing (TV campaigns or the like) DR may – by prior arrangement with DSF – be exempt from royalty payment until half the marketing costs has been covered by the subsequent sale. The parties must agree on the specific dimensions in each case.

### 24.3

Releases, including but not limited to videograms, DVDs, phonograms and DATs, that are not compilations:

Number of copies sold:	Royalty payment:
Up to 3.000	4%
From 3.000 to 10.000	6%
More than 10.000	7%

With regard to releases where a main production is pivotal and where other descriptive material relevant for the release to which no rights is attached, e.g. material of a historical or documentary nature, is added to this, royalty payment may be reduced with a maximum of 15%. However, background material, interviews about the production, etc. do not result in reduced royalty payment.

### 24.4

Compilations (videograms/DVDs/phonograms/DATs):

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.

### 24.5

The Agreement also applies to sale, releases including, but not limited to videograms/DVDs/phonograms/DATs and other kinds of use of productions recorded in accordance with previous agreements. DR is to notify DSF of any intended use. With regard to productions from before 1 July 1997, DSF is to inform DR of whether the performers have given their consent within a 30-day time limit so that the use 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.

### 24.6

Reference is also made to the preliminary agreement between the parties regarding on-demand third-party use.

### 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 simultaneous production of **TV and cinema versions** – 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 kinds of use, including those covered by clause 12.4 and sub-clauses 2, 4 and 5 above, must be negotiated between the parties in the Agreement prior to such use.

## **24.10**

Payments per minute, cf. clause 21.5 and sub-clause 4 above, must be made to Filmex after the broadcast/sale has taken place. Royalty payments, cf. sub-clauses 3, 4 and 9 above, must be made to Filmex once a year, on 1 April, for the previous year.

Filmex distributes the payments to all 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.

For each case of use, DR must notify Filmex of which performers participate in the cut/production as well as of the duration of the material used. Filmex may 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 payment and may not pass it on to a third party.

## **24.11**

The parties agree that DR, either when entering into the contract of engagement with the performer or at a later stage, may contact DSF with a view to buy out a production wholly (all kinds of use in accordance with the present chapter) or partly (e.g. sale and releases) against payment of an agreed amount to the performer. When an agreement to buy out a production has been made, the relevant provisions of this chapter no longer apply.

## **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;
- in copies of drama productions sent 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 similar 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 to research as well as to students in connection with their specialisation. For this, DR pays DKK 5,000 a year to the DSF's 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 advertisements 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 with regard to which such excerpts form a substantial part of a pure entertainment production.

## **CHAPTER 4D. 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 training purposes.

#### **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 similar broadcasts.

### **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:

<b>Daily salary:</b>	<b>DKK:</b>
Actors, 8 hours per day	1.640,50
Actors, 4 hours per day	898,91
Acting students, 8 hours per day	1.292,19
Acting students, 4 hours per day	696,65



## **CHAPTER 5. GENERAL PROVISIONS ON 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.

### **Clause 32. Waiting days**

#### **32.1**

With regard to travel days or waiting days in connection with productions abroad, the performer is to receive a daily salary of DKK 1.156,68.

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

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

If a working day including travel time (as well as 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**

With 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 location, or if travelling home is not possible, the performer is to receive 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 remain at home for at least 12 hours.

If the performer 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 are adjusted by 1.3% per year beginning from 1 January 2014.

### **Clause 34. Payment of salaries**

The agreed salaries must be paid in the first ordinary monthly payment round following the performer's last session.

With regard to productions where a performer's session is distributed over more than 60 days, the performer is entitled to receive monthly payments on account for the completed sessions at the end of each month.

**Clause 35. Death**

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

**Clause 36. Discontinuation of payment**

With regard to productions the last recording day of which has taken place on 31 December 1959 or earlier, all payments have been discontinued. With 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. Travel allowance**

#### **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 prior 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 with regard to shorter distances.

#### **37.2**

When DR arranges transport, the performer is to make use of this unless otherwise agreed.

#### **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 in accordance with the travel standards for DR employees.

#### **37.4**

Allowance for transport by taxi can only be paid upon prior agreement 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 on this has been made.

### **Clause 38. Travelling**

Payment for travelling follows DR's current travel regulations.

### **Clause 39. Advance payment**

#### **39.1**

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

#### **39.2**

In case of advance payment, an account plus vouchers must be submitted to DR immediately after travelling. Any advance payment for which no account has been submitted may be retained in connection with payment of salary to the performer until such an 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 1 January 2013. The Agreement is irrevocable for 18 months, after which it may be terminated at 12 months' notice with effect from the end of a calendar month.

The party that wishes to terminate the Agreement must notify the other party of this by registered letter. The termination takes effect when the letter is the other party 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 upon expiry of the notice period.

#### **40.2**

If the Agreement is terminated in accordance with the above, DR is still entitled to use rights with regard to which use has already been commenced, or with 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 upon expiry of the notice period. Other rights that DR has obtained in accordance with this Agreement cannot be used as long as the relations between the parties are not regulated by an agreement, unless some other arrangement governing such use has been made.

### **Clause 41. Dispute and arbitration**

Disputes between the performers and DR over contracts entered into under this Agreement, the understanding of the Agreement or failure to agree on a payment for further use, 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 which two persons this party wishes to appoint as arbitrators in the request for arbitration as well as to suggest an umpire.

Within 4 weeks after receiving the request, the other party must notify the party requesting

arbitration of which 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 broadcasting 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:

- a) the performer him- or herself
- b) a third party designated by the performer

### Clause 43. Transmission fee – radio

Radio transmission of operas.

Payment for rights obtained in accordance with one of the models of clause 45 below must correspond with the following table:

	<b>Minor parts:</b>	<b>Medium parts:</b>	<b>Minor leading parts:</b>	<b>Major leading parts:</b>
Stage time in minutes:	DKK:	DKK:	DKK:	DKK:
0-10:	1.483,19	1.629,27	2.067,48	2.584,35
10-15:	1.651,74	2.067,48	2.685,48	3.415,84
15-20:	1.865,23	2.618,06	3.303,48	4.236,09
20-25:	2.168,61	2.786,61	3.932,71	5.067,58
25-30:	2.483,23	3.202,35	4.550,71	5.887,83
30-35:	2.786,61	3.618,10	5.168,71	6.719,32
35-40:	3.101,22	4.033,84	5.786,70	7.550,81
40-45:	3.415,84	4.449,58	6.415,94	8.371,06
45-50:	3.719,22	4.854,09	7.033,94	9.202,55
50-55:	4.033,84	5.269,83	7.651,93	10.034,03
55-60:	4.449,58	5.685,58	8.269,93	10.854,29

With regard to roles with a stage time of more than 60 minutes, an agreement on payment must be made between the individual performer and DR.

Stage time is defined as:

The total 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 44. Transmission fee – TV

Transmission fees for rights obtained in accordance with one of the models of clause 45 below must correspond with the tables below.

When making recordings for a transmission at the theatre, DR is to pay the performers a transmission fee for rehearsals as well as 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 that the performers attend meetings etc. which go beyond the work with the theatrical performance against a payment of DKK 337,09 per hour commenced.

Payments are adjusted corresponding to the size of the role, cf. the tables below.

##### 44.1 Speaking drama

<b>Size of the role:</b>	<b>Aggregate daily salary including supplementary payment for rehearsals (DKK):</b>	<b>Minimum number of days:</b>
0-50 lines:	3.224,82	3 of 8 hours
51-200 lines:	3.752,93	4 of 8 hours
201-350 lines:	4.303,51	5 of 8 hours
351-500 lines:	4.663,07	6 of 8 hours
501-800 lines:	5.382,20	7 of 8 hours
Plus 800 lines:	6.269,87	8 of 8 hours

##### 44.2 Ballet

<b>Size of the role:</b>	<b>Aggregate daily salary including supplementary payment for rehearsals (DKK):</b>	<b>Minimum number of days:</b>
Major leading part:	6.831,68	8
Leading part:	5.011,40	7
Minor leading part:	4.269,80	7
Soloist part:	3.415,84	6
Major ensemble part:	3.415,84	5
Medium ensemble part:	2.561,88	4
Minor ensemble part:	2.045,01	
Non-dancing part:	1.539,38	

##### 44.3 Opera

<b>Size of the role:</b>	<b>Aggregate daily salary including supplementary payment for rehearsals (DKK):</b>	<b>Minimum number of days:</b>
Leading part:	7.528,33	6
Minor leading part:	6.460,88	5
Major medium part:	5.382,20	4

Minor medium part:	3.584,39	3
Minor part:	3.191,11	2

The above-mentioned payment rates include rehearsing. In cases where the period of time between the stage production and the TV transmission is so long 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 this Agreement.

## **Clause 45. Rights**

### **45.1**

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

DR has the broadcasting right in a 30-day broadcasting period from the first broadcast. The first broadcast is defined as the first of the kinds of broadcasts specified in sub-clause 2 below. In addition, DR has the right to 6 broadcasts including simulcasting within a 12-month period from the first broadcast on DR's specialised channels.

### **45.2**

The broadcasting right covers – but is not limited to – the following uses:

- DR's public presentation – alone or in cooperation with others – of the production in whole or in part. Public presentation is defined as broadcasting or other public presentation, such as wireless terrestrial or satellite distribution, primary cable distribution, simulcasting (simultaneous and identical internet transmission), webcasting (independent internet transmission) and similar presentation forms.
- Making the production in whole or in part available on demand on all platforms, i.e. making the production available to the public independent of time and place.

However, the broadcasting right do not cover making the production available in accordance with sub-clause 4 below.

### **45.3**

With regard to radio broadcasts of operas, DR can for each broadcast choose whether the broadcast payment is to secure DR broadcast periods in accordance with sub-clause 1 above or 4 broadcasts within a 4-year period. In connection with each broadcast, DR obtains the right to make the material available on demand in streaming format in a 30-day period.

DR may exchange 1 of the 4 broadcasts for 6 broadcasts within a 12-month period on specialised channels.

### **45.4**

If DR makes productions available to the public against separate user fees, e.g. pay-per-view, or with a view to downloading, an agreement on payment must be made with DSF.



## **Clause 46. Subsequent broadcasting by DR**

### **46.1**

After the expiry of the broadcasting periods in accordance with clauses 45.1 and 45.3, DR is to pay the following percentages of the fees in accordance with clauses 43 and 44 respectively for new similar broadcasting periods reckoned from the first broadcast.

	Radio:	TV:
2 <sup>nd</sup> broadcasting period:	9%	12%
3 <sup>rd</sup> and subsequent broadcasting periods:	14%	15%

With 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**

Payments in accordance with the present clause 46 are to be calculated on the basis of the first broadcast payment adjusted in accordance with rates agreed on by the parties.

### **46.3**

With regard to rebroadcasts of productions paid for in accordance with previous agreements, the rebroadcast payment must accord with the percentages applying to rebroadcasts at the time of production.

The rebroadcast 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 use of 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 the present clause 47 must have an aim and purpose other than presenting the recorded excerpts. The aim and purpose could be to communicate information on 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, e.g. 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.

With regard to other programmes covered by this clause, such programmes releases the following payments from DR to DSF **per hour commenced** per broadcast period (depending of the chosen model in accordance with clause 45):

**Radio:** DKK 4.876,56

**TV:** DKK 16.978,08

### **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 organiser and the performers agree to schedule rehearsals making allowance for the broadcasting plan, payment is released in accordance with clause 19. With 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, profiles, 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 may usually be broadcast freely.

### 48.4

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

### 48.5

With regard to **other excerpts**, the following payments are released per minute commenced:

**Radio or TV sound tracks:** DKK 348,33

**TV:** DKK 1.382,07

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 48.5, DR obtains the broadcasting 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 distributes the payments to all 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.
- For each case of use, DR must notify Filmex of which performers participate in the cut/production as well as of the duration of the material used. Filmex may request a copy of the production in order to estimate the extent of each of the individual performers' participation in the used excerpts/cuts.

Filmex may only use such information in connection with the distribution of payment and may not pass it on to a third party.

### 48.6

If a performance is recorded in accordance with the present clause 48, but is not broadcast, the performer is entitled to payment amounting to half the payment per minute specified in sub-clause 5 above.

With 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 with 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 organiser and the performers agree to schedule rehearsals making allowance for the broadcasting plan, payment is released in accordance with clause 19. With 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 dancer is covered by the Agreement.

With 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 (e.g. kick-lines).
- Individual performances where the dancing 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 with 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 be made as hitherto in accordance with the present Agreement.

### **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 with regard to complying with the performers' wishes to undertake work outside the ongoing production.

If DR, under exceptional circumstances, wishes to prolong the scheduled working time due to the daily 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 clauses 21.2 and 21.4 – rebroadcasts**

Provided that DSF, the directors' associations and the Dramatists' Association reach an agreement on this, rebroadcasting of productions from before 1 July 1997 is paid for in accordance with the provisions in clause 21.1.

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 broadcasting rights in broadcasting periods corresponding to those of the present Agreement, including e.g. pay-per-listen.

### **Regarding clause 24 – other further use**

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/trademarks." The word "alongside" is to be understood in connection with e.g. the Unit 1 case, where a DVD case and a Coca-Cola cap were displayed in a joint advertisement.

### **Regarding clause 24.3**

The provision of clause 24.3 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 24.4 – 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, e.g. the Best of Dirch, Marguerite Viby and Danish Revue History.

The definition of compilations does not cover releases such as DVD releases containing material to which no rights are attached, cf. clause 24.3, or video and/or DVD releases containing 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, i.e. the syndicate, actually have at their disposal, i.e. the ticket income minus VAT, including DR's and the producer's share of the film rent minus distribution charges as well as 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.

## **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, e.g. in case of illegal use of stills or illegal uploading of productions. If DR chooses not to oppose third-party violation together with DSF, DSF is entitled to oppose such violation independently with respect to the performers' moral rights and rights to their own image as well as to demand compensation.

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