

DIRECTORS LICENSING SCHEME (DLS) COLLECTION AGREEMENT FOR TELEVISION PRODUCTIONS

INTRODUCTION

Welcome to the Directors Licensing Scheme (DLS) Collection Agreement. You can read through and sign the agreement here and a copy will be emailed to you for your own records. Rather than just clicking through to the parts you need to fill in, we do recommend that you scroll down and read the contract in full before you sign.

Outlined below are a few important things you should know about the Directors Licensing Scheme Collection Agreement:

- It contains the assignment of your copyright to Directors UK for your future UK television works. This means that the copyright in all the new television works that you direct will automatically belong to Directors UK to use on your behalf.
- Because your copyright has been assigned to Directors UK producers can only obtain your copyright by agreeing terms with Directors UK.
- In the DLS Collection Agreement, Directors UK will take on the responsibility to negotiate deals for all uses of your works with broadcasters and producers in the UK, and to pay you the royalties. Directors UK has negotiated a new deal with the BBC, ITV, Channel 4, Channel 5, Sianel Pedwar Cymru, Sky UK Limited and PACT (the "**DRA Producers**") in the form of the new 2019 Directors Rights Agreement. One of the key requirements of this 2019 Directors Rights Agreement is that Directors UK Members are required to personally hold copyright in any future works that they may create and which are commissioned by the DRA Producers (the "**DRA Future Works**"). Therefore, to fulfil this requirement you will find a Re-Assignment Document assigning your copyright in your **DRA Future Works** back to you which can be found in **Appendix B** of this Directors Licensing Scheme (DLS) Collection Agreement. **Please retain the Re-Assignment Document as you may need to show it to production companies, broadcasters or other relevant third parties.**
- Directors UK will also take on the power to enforce the DLS Collection Agreement where necessary so that we can take action against any producer who infringes your rights by trying to use your work without a licence, or not paying any licence fees.
- In the agreement you will see that we use the term "Film" to describe your works. In fact, the agreement and our Directors Licensing Scheme will only deal with television works for now, so the use of the term "Film" actually means "television programme". We have to use the term "Film" here because that is the word used in the Copyright Act to cover all audio-visual works.
- Appendix A to the agreement shows exactly the types of your works that will be covered by the Directors Licensing Scheme. At some point in the future we hope to extend the scheme to cover other types of works, but we will only do so with the consent of our members.

DIRECTORS UK MEMBERSHIP

I hereby apply for/affirm my membership of Directors UK Limited. I agree to pay the registration fee or subscription as prescribed by the Board of Directors UK and to comply with the requirements of the Directors UK Articles of Association. I agree to pay the sum of £1.00 (**Membership Payment**) should I be called upon to do so by the Board of Directors UK. I acknowledge and agree to abide by the terms of the rules which may be prescribed for the operation of Directors UK's Membership Scheme. I acknowledge that membership will be confirmed by Directors UK.

MEMBER DETAILS	
Full name:	
Name used on Director credits (if different):	
Your Email:	
Your Telephone:	
Your Address: <i>(This must be your personal home address, not an agent, business or other third party.)</i>	
Date of Birth:	
To help with security, we may need to verify your identity. So, please provide a security question and answer below.	
Security Question:	
Security Answer:	
Your security question and answer will be kept to help us verify your Directors UK account and membership information.	

HOW WOULD YOU LIKE US TO PAY YOU YOUR ROYALTIES?

Please choose ONE of the following options by ticking the box, and providing extra details where prompted.

Pay me using these details: ☐

Bank/Branch: _____

Account Name: _____

Sort Code: _____

Account Number: _____

OR: Pay me via my agent: ☐

Agent: _____

Agency: _____

OR: Pay me via a foreign bank account: ☐

If you wish to be paid via a foreign account, please contact the Directors UK office.

If you are VAT registered as an individual you may invoice us for VAT on certain payments. You may not do so if you are VAT registered as a limited company. Please contact payments@directors.uk.com if you have any questions.

BACKGROUND

- (A) Directors UK is a Collective Management Organisation that represents the interests of audio-visual directors in the UK and whose purpose is *inter alia* the management and administration of directors' copyright, and the collection and distribution of copyright and other royalties to directors which derive from the exploitation of Members' Works. Directors UK operates under the Collective Rights Management (CRM) Regulations 2016.
- (B) Directors UK has entered into (or will from time to time be entering into) new licensing or other agreements pursuant to which Directors UK has agreed (or will agree) with various Producers and other parties that in consideration of certain payments by the Producers or other parties to Directors UK, Directors UK shall assign, licence or otherwise grant rights for the use of Members' Works on the terms and subject to the conditions of those licensing and other agreements.
- (C) By entering into this Agreement the Member, being a Member of Directors UK, agrees, amongst other things, to assign its copyright in their Works to Directors UK and authorises Directors UK to assign, licence or otherwise grant rights for its Works and collect the Fees on the terms and subject to the conditions contained in this Agreement.
- (D) Directors UK shall administer payments to Members in accordance with the Distribution Scheme and relevant laws and regulations.
- (E) This Directors Licensing Scheme (DLS) Collection Agreement consists of the Directors UK Membership, Agreed Terms, Appendix A and Appendix B, and all other terms and conditions contained herein.

AGREED TERMS

1. DEFINITIONS

The following definitions apply in this Agreement

'Accounting Dates'	shall mean nine (9) months following the end of the financial year in which any Royalties in respect of the Member's Works are received by Directors UK.
'Accounting Period'	shall mean the financial year from time to time of Directors UK.
'Act'	shall mean the Copyright, Designs and Patents Act 1988.
'Articles'	shall mean the Articles of Association of Directors UK.
'Board of Directors'	shall mean the members of the board of directors of Directors UK.
'Broadcaster'	shall mean a person or organisation that transmits Films for consumption on Television.
'Data Protection Legislation'	shall mean, unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK,

the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, and then any successor legislation to the GDPR.

‘Deduction for Administration Costs’

shall mean all direct and indirect management fees, costs and such sums including any administration and related deductions as Directors UK may from time to time decide in reimbursement of its costs and in respect of the provision of its services to the Member (together with any applicable Value Added Tax) provided that the amount of such deduction shall not exceed twenty per cent (20%) of the Royalties collected for such Member.

‘Director’

shall mean the director of a Film as defined in the Act.

‘Director’s Contract’

shall mean the contract or contracts between the Member and a Producer or any third party pursuant to which the Member is engaged as Director of a Film Work or a Work.

‘DRA Producers’

shall mean The British Broadcasting Corporation, ITV Network Limited, Channel Four Television Corporation, Channel 5 Broadcasting Limited, Sianel Pedwar Cymru, British Sky UK Limited and members of Producers Alliance for Cinema and Television and members of Teledwyr Annibynnol Cymru.

‘2019 Directors Rights Agreement’

shall mean the agreement between the DRA Producers and Directors UK having an effective date of 1st July 2019 as the same may be varied or amended or extended from time to time (including any new, substituted or replacement agreements with different Producers or broadcasters replacing such agreement).

‘Directors UK’

shall mean **DIRECTORS UK LIMITED** a company limited by guarantee with company number 02685120 whose registered office is at 4th Floor, 22 Stukeley Street, London WC2B 5LR, including its successors in title and assigns.

‘Distribution Scheme’

shall mean such distribution scheme as Directors UK shall operate from time to time to allocate payments received by it pursuant to all licences or assignment of Rights in the Works and the Directors Rights Agreement.

‘Effective Date’

shall mean the date of this Agreement.

‘Equitable Remuneration’

shall mean the equitable remuneration arising from the exploitation of rights such as Rental and Lending Rights, and certain other rights of copyright as provided for under the Act and any other analogous remuneration.

‘Film’	shall have the meaning ascribed to it in Section 5B(1) of the Act.
‘First Television Exploitation’	shall mean in relation to a Film the first instance in which an arrangement is made for the Film to be exploited by way of Television Exploitation.
‘Foreign Collective Management Organisations’	shall mean any collective management organisation collecting and/or administering payments to Directors UK in respect of the exploitation of the Works outside the UK.
‘Member’	shall mean any Director who has applied and been accepted as a member of Directors UK.
‘Minimum Sum’	shall mean a sum not less than Thirty Pounds (£30.00) which may vary due to the method of payment by Directors UK.
‘Nominated Agent’	shall mean a person nominated by the Member to act on the Member’s behalf as notified to Directors UK in writing from time to time.
‘Notification Form’	shall mean the form of notification required by Directors UK from time to time as evidence that the Member is the Director of a Work and identifying the Producer thereof.
‘Online Signing Process’	shall mean the DocuSign (or other online signing) process whereby the Director agrees to the terms of this Agreement.
‘Producer’	shall mean any producer of a Work.
‘Rental and Lending Rights’	shall mean the exclusive right to authorise or prohibit the rental and lending of copies of a Film as conferred by Regulation 10 of the Copyright and Related Rights Regulations 1996 and Section 18A of the Act.
‘Rights’	shall mean the entire copyright and all other rights in the nature of copyright in and to the Works including without limitation cable and satellite transmission and retransmission rights private copying rights and Rental and Lending Rights which the Member may now have or which may hereafter be conferred on the Member whether pursuant to the Act or otherwise.
‘Royalties’	<p>shall mean Director UK’s distributable income (comprising its gross income less Deductions for Administration Costs) arising out of such share of:</p> <ul style="list-style-type: none"> (i) the payments received by Directors UK pursuant to the Directors Rights Agreement; and (ii) all other royalties, payments, licence fees, repeat fees, and

other sums including Equitable Remuneration in respect of the Rights received or recovered by Directors UK arising identifiably from the exploitation of the Member's Works in any media throughout the Territory together with such share of any other unidentified royalties payments licence fees or other sums received by Directors UK;

in either case as Directors UK shall determine in its absolute discretion from time to time pursuant to the Distribution Scheme (excluding VAT and subject to the deduction and withholding of any taxes required to be deducted under the laws of the UK or of any Country in which payments arose).

'Secondary Television Exploitation'	shall mean any exploitation of a Member's Works which is not a First Television Exploitation.
'Secondary Television Exploitation Licence' (Negotiation and Licensing).	shall mean a licence granted by Directors UK under clause 3.
'Television'	shall mean a system for reproducing on any or no medium or device visual images with or without sound.
'Television Exploitation'	shall mean the reproduction performance broadcast transmission and other exploitation of any Film on Television through free -to-air, pay or subscription services by means of the distribution or consumption of video content to a dispersed audience via any electronic mass communications medium including, without limitation, terrestrial, digital, satellite, hardcopy-format (such as DVD), streaming and online.
'Term'	shall mean the period commencing on the Effective Date and continuing thereafter for as long as the Member shall remain a member of Directors UK until terminated by either party in accordance with the Articles of Directors UK.
'Territory'	shall mean the World.
'UK'	shall mean the United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man.
'Work' or 'Works'	shall include any Film of which the Member is a Director and is engaged as such before, during or after the Term, including in relation to such works yet to be created, as selected in the Appendix to this Agreement (" Future Work(s) ").

- 1.1 Unless this Agreement otherwise provides words and expressions used herein shall have the same meanings as are assigned to them in the Act.

- 1.2 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validly from it.
- 1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- 1.4 The headings to the clauses of this Agreement do not form part of and shall not be read into the construction of this Agreement.

2. ASSIGNMENT OF RIGHTS IN WORKS

- 2.1 In consideration of the sum of £1 (the right to receipt of which the Member expressly acknowledges and which Directors UK agrees to pay together with its first payment made to the Member under clause 6 of this Agreement or to offset against the Directors UK Membership Payment) and in further consideration of Directors UK agreeing to pay to the Member the Royalties, the Member hereby assigns to Directors UK absolutely with full title guarantee the following rights throughout the Territory:

2.1.1 the Rights and to the extent that any part of any Work has yet to be created by way of present assignment of future copyright and in all earlier versions of the Work.

2.1.2 all other rights in the Works of whatever nature, whether now known or created in the future, to which the Member is now, or at any time after the Effective Date may be, entitled by virtue of the laws in force in the UK and in any other part of the Territory;

in each case for the Term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued whether before, on, or after the Effective Date.

3. NEGOTIATION AND LICENSING

- 3.1 The Member agrees that save as set out elsewhere in this Agreement Directors UK has the sole and exclusive right during the Term, amongst other things, to undertake negotiations submit claims and conclude agreements regarding exploitation of the Rights in any Works in the Territory.
- 3.2 Directors UK agrees that it will in respect of each of the Works upon application by the applicable UK Broadcaster or the Producer specified in the relevant Notification Form grant to such UK Broadcaster or Producer a UK First Television Exploitation Licence of such Work or Future Works.
- 3.3 Directors UK agrees that it will in respect of each of the Works upon application by the applicable UK Broadcaster or the Producer specified in the relevant Notification Form grant to such UK Broadcaster or Producer a UK assign, licence or otherwise grant rights for the Secondary Television Exploitation of such Work or Future Work.
- 3.4 For the same consideration referred to above the Member hereby grants to Directors UK:

- 3.4.1 the exclusive right to assign and grant licences to any third party to exploit the Rights or any of them in the Works throughout the Territory (or any part thereof) for the entire period of copyright including all renewals, reversions, revivals and extensions thereof and thereafter (insofar as possible) in perpetuity; and
- 3.4.2 The right to collect Equitable Remuneration in respect of the Works.

4. COLLECTION

- 4.1 The Member authorises Directors UK to collect:
 - 4.1.1 All Royalties pursuant to the Directors Rights Agreement;
 - 4.1.2 All Royalties in respect of the Rights whether or not identified as being due to the Member which may be due from Foreign Collective Management Organisations;
 - 4.1.3 All Fees in respect of the Rights whether or not identified as being due to the Member which may be due from the exploitation of the Work, and any Future Works throughout the Territory;
 - 4.1.4 All Equitable Remuneration in respect of the Rights that may be due to the Member from the exploitation of the Works throughout the Territory.

5. DEDUCTIONS

The Member agrees that Directors UK may deduct from the Royalties the Deduction for Administration Costs due to Directors UK prior to payment to the Member.

6. PAYMENT

- 6.1 Directors UK will determine the amount payable to the Member in accordance with the rules of the Distribution Scheme as published on the Directors UK website and in accordance with the Collective Rights Management (CRM) Regulations 2016.
- 6.2 Directors UK will account to the Member within thirty (30) days after each of the Accounting Dates for the Royalties which Directors UK has received during the preceding Accounting Period and is satisfied are due and owing to the Member less the Deduction for Administration Costs.
- 6.3 Directors UK shall not be obliged to account for any Accounting Period in which the Royalties total less than the Minimum Sum provided that any Royalties not so accounted for shall be carried forward to the next Accounting Period. Directors UK will pay to the Member simultaneously with such accounting the Royalties shown to be due to the Member after first deducting the Deduction for Administration Costs.
- 6.4 If an overpayment is made to the Member by Directors UK for whatever reason Directors UK may at its absolute discretion set-off all or part of such overpayments against future payments due to the Member or request the Member to refund such overpayment to Directors UK within 30 days of receiving notification from Directors UK of such overpayment.

- 6.5 The Member acknowledges and confirms that subject always to it complying with all relevant legislation and regulation, Directors UK may make and from time to time alter or vary any rules for regulating the distribution of any Royalties received by Directors UK.
- 6.6 The Member may instruct Directors UK to pay all monies due to the Member hereunder to the Nominated Agent. The Member agrees and acknowledges that Directors UK shall have no liability or obligation to ensure that any division of monies as between the Member and the Nominated Agent arising from any payment made hereunder is effected in accordance with any agreement the Member and the Nominated Agent may have between themselves.

7. PROOF OF ENTITLEMENT

Directors UK may seek evidence of identity and entitlement from the Member or the Nominated Agent such as a Notification Form signed by the Member and if requested a copy of the relevant Director's Contract for each of the Works and/or any other proof of entitlement and may also require evidence of the agreed credit for any particular Work.

8. WARRANTIES

- 8.1 The Member covenants warrants, represents and undertakes to and with Directors UK that the Member:
- 8.1.1 is free to enter into this Agreement and grant all the rights granted to Directors UK and is in accordance with the Act an owner of the copyright in any of the Works or is otherwise entitled to receive payment in accordance with this agreement free from all encumbrances;
 - 8.1.2 is not under and will not during the continuance of the Member's membership of Directors UK hereunder enter into any obligation which may undermine or conflict with this Agreement or prejudice the grant of rights hereunder in any way;
 - 8.1.3 will give such documents as Directors UK may reasonably require to enforce the Rights and do all such acts as are necessary to vest the rights in Directors UK and enable Directors UK to enforce all or part of the Rights;
 - 8.1.4 has not done or failed to do and will not do or fail to do anything which might enable or induce any person to claim that they are entitled to any right which conflicts with the Rights or that Directors UK is not entitled to exercise those Rights;
 - 8.1.5 if requested by Directors UK will insert or procure the insertion in each relevant contract entered into with a third- party a clause expressly reserving to Directors UK the Rights and to make such contract subject to this Agreement or such other provisions as may, from time to time, be reasonably required by Directors UK to be so included in order that it is able to carry out its obligations under this Agreement or any other agreement or to comply with its Articles;
 - 8.1.6 will refrain from licensing any of the Rights and from otherwise dealing with Rights which have been assigned or otherwise transferred to Directors UK;
 - 8.1.7 will avoid doing anything which is likely to prejudice Directors UK's ability to meet its obligations to the Member and to Directors UK's other members;

- 8.1.8 is and will remain during the period covered by this Agreement a “qualifying person” within the meaning of Section 154 of the Act;
- 8.1.9 has no claims or actions or proceedings pending or threatened which affect or relate to the Rights in the Works granted and that the Member shall forthwith notify Directors UK of any such claims or actions or proceedings upon receiving notice of the same;
- 8.1.10 will ensure that the information contained in the Notification Form for any of the Works shall be true and accurate;
- 8.1.11 is a Director of each Film referred to in each Notification Form; and
- 8.1.12 will forthwith inform Directors UK if for any reason the Member is no longer entitled to all or part of the Royalties and any Royalties already paid which the Member is not entitled to shall be refunded to Directors UK or shall be set-off against future payments due to the Member.

9. DIRECTORS UK OBLIGATIONS

9.1 Directors UK will:

- 9.1.1 use its reasonable endeavours during the Term to carry out negotiations, submit claims and conclude agreements on the best commercially achievable terms regarding the Rights in the Works in the Territory (taking into account business constraints Directors UK’s resources and the interests of Directors UK’s membership as a whole) and without prejudice to the generality of the foregoing, Directors UK is authorised to negotiate such variations, amendments or extensions of the Directors Rights Agreement (or any new agreement replacing the same) as Directors UK shall in its absolute discretion determine from time to time;
- 9.1.2 use its reasonable endeavours to collect the Fees;
- 9.1.3 when commercially viable, attempt to identify and allocate Royalties received (other than those payable pursuant to the Directors Rights Agreement) which are unidentified upon receipt; and
- 9.1.4 at its absolute discretion grant Rights to the Producer of Works on such terms and subject to such conditions as Directors UK shall determine from time to time.

10. INDEMNITY

Each party shall indemnify and at all times keep the other party fully and effectively indemnified from and against all actions proceedings claims costs (including without limitation reasonable legal costs) losses awards damages whatsoever suffered or incurred by such other party arising directly or indirectly as a consequence of any breach, non-performance or non-observance by the breaching party of any of the agreements representations warranties or undertakings on the breaching party’s part contained in this Agreement.

11. FURTHER ASSURANCE

The Member undertakes that the Member shall at the request of Directors UK do all such things and sign all such further documents as Directors UK may from time to time require for the purpose of vesting any of the Rights granted hereunder in Directors UK or enforcing the

Rights granted hereunder.

12. PROCEEDINGS

- 12.1 The Member grants to Directors UK the free and unrestricted right at the expense of Directors UK to institute in the name of the Member with the Member's consent (such consent not to be unreasonably withheld or delayed) any and all suits and proceedings at law or in equity in respect of the Rights granted hereunder including without limitation to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Rights assigned to it under this Agreement, whether occurring before, on, or after the Effective Date and the Member assigns and sets over to Directors UK any and all causes of action arising or resulting by reason of or based upon such infringement and any and all recoveries obtained in any such action.
- 12.2 The Member agrees that the Member will not compromise settle or in any manner interfere with any such litigation and Directors UK agrees to indemnify and hold harmless the Member from any costs or damages which the Member may suffer as a direct result of any such suits or proceedings except to the extent if any that any such suit or proceeding is the result of a breach by the Member of the Member's covenants warranties representations undertakings or agreements in this Agreement.

13. DISPUTES

- 13.1 If the Member has a complaint or grievance to make about any matter arising under this Agreement the Member may refer such complaint or grievance to the Chief Executive of Directors UK. If the Member is not satisfied with the adjudication of the Chief Executive of Directors UK, the Member may request that such complaint or grievance be dealt with in accordance with Directors UK's Membership Complaints Procedure as outlined at: <https://directors.uk.com/about/disputes-and-complaints>.
- 13.2 In the case of any dispute between the Member and any other member of Directors UK relating to the Works, Directors UK shall endeavour to maintain an impartial position and shall provide such assistance as it shall in its sole discretion deem necessary for the satisfactory settlement of such dispute.
- 13.3 Pending the resolution of any dispute Directors UK shall be entitled to suspend payment of the Royalties to the Member in relation to such of the Works in dispute.

14. TERM

- 14.1 This Agreement shall continue for a period of one year from the Effective Date and shall continue automatically thereafter subject to the right of either party to terminate it at any time whether before or after the expiry of the period of one year referred to above by sending to the other not less than six (6) months' notice expiring at any time. Any such termination shall not affect any of the rights of Directors UK contained in the Articles.

- 14.2 Upon expiry or other termination of the Term, Directors UK shall retain the right to collect all Royalties (and make distributions subject to the Distribution Scheme) arising from the Television Exploitation of the Works pursuant to assignments or licences which were granted during the Term.
- 14.3 The termination of this Agreement shall have no effect on any assignments or licences granted or other agreement entered into by Directors UK in relation to the Works prior to such termination and which relates to any period after such termination.

15. NOTICES

- 15.1 Any notice which is required to be served on Directors UK hereunder shall be in writing delivered in person to Directors UK or shall be sent by registered mail or recorded delivery or by email with a delivery report or certified transmission report and a simultaneously posted hard copy with all charges prepaid or provided for addressed as aforesaid or such other address as the parties may from time to time designate in writing.
- 15.2 Any notice which is required to be served on the Member hereunder shall be in writing delivered in person to the Member or the Nominated Agent or shall be sent by registered mail or recorded delivery or by email with a delivery report or certified transmission report and a simultaneously posted hard copy with all charges prepaid or provided for addressed as aforesaid or such other address as the parties may from time to time designate in writing.
- 15.3 All notices shall be deemed served on the actual date received and in any event if posted not later than two days from the date of posting (Saturdays, Sundays and public holidays always excepted) and if sent by email on the day of transmission.

16. DATA PROTECTION AND CONFIDENTIALITY

- 16.1 Data Protection
- 16.1.1 Directors UK is the '**Data Controller**' of the personal data the Member provides to Directors UK.
- 16.1.2 As a consequence of this Agreement Directors UK shall obtain personal information relating to the Member which is subject to Data Privacy Legislation and the Member consents to Directors UK holding and processing data relating to the Member for the administrative and management purposes of collecting and distributing the Fees, in relation to the Member's membership of Directors UK and in relation to the furtherance of Directors UK activities as set out in the Directors UK privacy notice from time to time, Directors UK shall hold and process personal data on the terms in this clause 16.1 and in accordance with the privacy notice provided to the Member and as set out in www.directors.uk.com/privacy.
- 16.1.3 In particular the Member consents to Directors UK processing any "sensitive personal data" (as defined in the Data Privacy Legislation) which shall be race and ethnicity.
- 16.1.4 Directors UK for legal and financial purposes shall keep the personal data for 6 years after the end of the Member's Membership.
- 16.1.5 The Member consents to Directors UK making personal data available to any of its group companies, those who provide products or services to Directors UK or any company in Directors UK's group (such as research companies, advisers and regulatory

authorities, governmental or quasi-governmental organisations and potential purchasers of Directors UK) and as may be required by law or other collective management organisations.

16.1.6 The Member consents to the transfer of any personal data to a permitted third party outside the European Economic Area in order to further the interests of Directors UK. Directors UK shall ensure that appropriate safeguards are in place in respect of any such transfer.

16.1.7 If at any point the Member believes the information Directors UK processes on the Member is incorrect the Member may request to see this information and have it corrected or deleted. If the Member wishes to raise a complaint on how Directors UK has handled personal data, the Member can contact Directors UK's data privacy manager via email data@directors.uk.com who will investigate the matter.

16.1.8 If the Member is not satisfied with Directors UK's response or believes Directors UK is not processing personal data in accordance with the law the Member can complain to the Information Commissioner's Office (ICO).

16.1.9 Either party may, at any time on not less than 30 days' notice, revise this clause 16.1 by replacing it with any applicable controller standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by an attachment to this Agreement).

16.2 Directors UK agrees and confirms that it will not without the consent of the Member or the Nominated Agent disclose to any other party any document supplied to it by the Member or the Nominated Agent pursuant to this Agreement or the fees or other sums paid or payable to the Member or the Nominated Agent or any information relating thereto save as required in the course of negotiating and licensing of the Rights or pursuant to the Directors Rights Agreement or as required by law or to its own professional advisers or which is or falls into the public domain.

17. MISCELLANEOUS

17.1 Directors UK shall be entitled to assign or license the benefit of this Agreement and any of the Rights granted hereunder for the purposes of exploitation of the Rights granted hereunder to the extent permitted by law in whole or in part to any third party as it may determine in its entire discretion.

17.2 This Agreement shall enure to the benefit of and be enforceable by Directors UK, its assigns, licensees, grantees and other successors in title.

17.3 Nothing in this Agreement shall constitute a partnership between the Member and Directors UK.

17.4 Nothing in this Agreement provides expressly for any third party to have any right to enforce any term hereof and the parties do not intend any term of this Agreement to be enforced or to confer benefit upon any third party.

17.5 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any other agreement arrangement or understanding between them with regard thereto.

17.6 Directors UK will not have any obligation or liability to the Member in the event of any act or

omission on the part of Directors UK where such act or omission is caused by matters outside the reasonable control of Directors UK.

18. LAW

- 18.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of England and Wales.
- 18.2 Directors UK and the Member submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement including any of the documents that may be entered into pursuant to this Agreement (including their formation).
- 18.3 Each of Directors UK and the Member irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement (including its formation) being served on it in accordance with the provisions of this Agreement relating to service of notices. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

19. COUNTERPARTS

- 19.1 This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 19.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

20. POWER OF ATTORNEY

- 20.1 At the expense of Directors UK the Member shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the provisions of Clause 2 of this Agreement, including assisting Directors UK in obtaining, defending and enforcing the copyright, and assisting with any other proceedings which may be brought by or against it against or by any third party relating to the rights assigned by this Agreement.
- 20.2 The Member appoints Directors UK to be their attorney in their name and on their behalf to execute documents, use the Member's name and do all things which are necessary or desirable for Directors UK to obtain for itself or its nominee the full benefit of this Agreement.
- 20.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Member's obligations under this clause and the proprietary interest of Directors UK in the copyright and so long as such obligations of the Member remain undischarged, or Directors UK has such interest, the power may not be revoked by the Member save with the consent of Directors UK.

- 20.4 Without prejudice to the provisions of this Clause, Directors UK may, in any way it thinks fit and in the name and on behalf of the Member:
- 20.4.1 take any action that this Agreement requires the Member to take;
 - 20.4.2 exercise any rights which this Agreement gives to the Member; and
 - 20.4.3 appoint one or more persons to act as substitute attorney(s) for Directors UK and to exercise such of the powers conferred by this power of attorney as Directors UK thinks fit and revoke such appointment.
- 20.5 The Member undertakes to ratify and confirm everything that Directors UK and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause 20.
- 20.6 At its own expense the Member shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this clause 20 and this Agreement, including, if necessary, entering into this Agreement as a deed.

21. OPT OUT

Directors UK confirms to the Member that in the event that it becomes a qualifying licencing body under the Copyright and Rights in Performances (Extended Collective Licensing) Regulations 2014, Directors UK's opt out arrangements will permit its members to provide it with an opt out notice and will otherwise comply with Regulation 16 (2)(c) of these regulations.

This Agreement has been entered into on the following date: _____

Signed:

APPENDIX A – TYPES OF WORKS

These types of works will be covered by the Directors Licensing Scheme:

- ☒ Productions and commissions of television programmes by UK broadcasters
- ☒ Co-productions where there is a UK broadcast partner involved
- ☒ UK television productions and commissions by international SVOD platforms and made in the UK

These types of works will NOT currently be covered by the Directors Licensing Scheme. At some point in the future we hope to extend the scheme to cover other types of works, but we will only do so with the consent of our Members:

- ☐ *Feature films*
- ☐ *Works made in the UK but produced or commissioned by a non-UK entity (e.g. something made by or for a US channel)*
- ☐ *News programmes*
- ☐ *Sports programmes*
- ☐ *Music videos*
- ☐ *Games*
- ☐ *Commercials*
- ☐ *Co-productions made in the UK with no UK broadcast partner involved*

See the Directors UK website at www.directors.uk.com/news/protecting-directors-rights-and-royalties for detailed information about the types of Works.

APPENDIX B

IMPORTANT: PLEASE RETAIN THIS RE-ASSIGNMENT DOCUMENT AS YOU MAY NEED TO SHOW IT TO PRODUCTION COMPANIES, BROADCASTERS OR OTHER RELEVANT THIRD PARTIES.

RE-ASSIGNMENT OF YOUR COPYRIGHT IN YOUR FUTURE WORKS

PART A

1. Directors UK has a UK Television Rights Agreement on behalf of Directors UK Members with the BBC, ITV, Channel 4, Channel 5, Sky UK Ltd, the Producers Alliance for Cinema and Television (PACT), S4C and TAC (together known as the **"DRA Producers"**). This 2019 Directors Rights Agreement will cover works commissioned by the DRA Producers only (the **"2019 Directors Rights Agreement"**).
2. One of the key requirements of this 2019 Directors Rights Agreement is that Directors UK Members are required to personally hold copyright in any future works that they may create and which are commissioned by the DRA Producers (the **"DRA Future Works"**). Therefore, to fulfil this requirement this Re-Assignment Document ensures the re-assignment of your copyright in your **DRA Future Works** back to you.
3. Directors UK is negotiating with other broadcasters and producers with the view to secure additional royalties for directors. We will notify you of such deals as and when they have been agreed. When we secure any new deals we will notify you and issue a re-assignment of your copyright in works for these other broadcasters in much the same way as we have done with the DRA Producers.

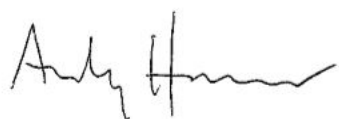
PART B

FORMAL RE-ASSIGNMENT TERMS

1. In consideration of your continued membership of Directors UK, we hereby re-assign to you the entire copyright and all other rights in the nature of copyright subsisting in your DRA Future Works only, in accordance with the 2019 Directors Rights Agreement (as detailed in paragraph 2 of Part A above). For the avoidance of doubt, all Rights, copyright and other rights in the Works as set out in Clause 2.1.1 and Clause 2.1.2 of the Directors Licensing Scheme (DLS) Collection Agreement shall remain with Directors UK, unless agreed otherwise. (the **"Re-Assignment"**).
2. The Re-Assignment shall commence on signature of this Agreement and continue until expiry or termination of the 2019 Directors Rights Agreement. For clarity should the 2019 Director Rights Agreement expire or terminate this Re-Assignment and all other rights contained therein shall revert to Directors UK.
3. It is agreed that you and Directors UK shall, and use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this assignment.

4. This Reassignment Document and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
5. Except as amended in Part A and Part B of this Re-Assignment Document above, all other terms of the Directors Licensing Scheme (DLS) Collection Agreement shall remain unaltered and in full force and effect.
6. Part A and Part B of this Re-Assignment Document comprise this Re-Assignment Document.

Yours faithfully,



.....
for and on behalf of Directors UK

Chief Executive

Andy Harrower