

PRODUCTION COMPANY NAME

EDITOR AGREEMENT

SERIES: _____

Date:

NAME: _____

(With effect from date given)

POSITION: Editor

The following are the terms of the agreement between _____ (the “**Company**”) and _____ (the “**Editor**”) in respect of the Editor’s services as an Editor (the “**Agreement**”) in connection with the television series/feature film currently entitled _____ (the “**Series/Feature film**”).

1. Term / exclusivity

1.1. The Company hereby engages the Editor and the Editor hereby agrees to render his/her artistic and professional services hereunder as an Editor on the Series. During the term of the Agreement, the Editor shall render services exclusively to the Company for the Series. The Editor shall perform and render his/her services conscientiously and to the full extent of the Editor’s ability.

1.2. The Editor’s services hereunder shall commence on _____ (the “**Start Date**”) and shall continue on a consecutive weekly basis of five (5) day weeks on a consecutive weekly basis of five (5) day weeks until _____ or otherwise until the completion of all services required of the Editor by the Company in connection with the Series. A normal working day is considered to be nine (9) hours long including one (1) hour lunch break. The period of the Editor’s services is hereinafter referred to as the “**Term**”.

2. Compensation

2.1. In full consideration for all services rendered by the Editor and for all rights granted hereunder the Company shall pay the Editor the sum of _____ payable weekly in arrears exclusive of VAT if applicable, from the Start Date (the “**Fee**”).

2.2. All payments hereunder shall be exclusive of any VAT payable thereon, which shall be payable by the Company on receipt of a valid VAT invoice.

3. Travel and expenses

The Company shall pay travel and other expenses to the Editor when same are pre-agreed in writing between the Company and the Editor. Where such expenses are pre-approved the Editor must invoice the Company for same within 28 days after such approval.

4. On screen credit

4.1. Subject to the Editor’s full performance of all of the services and obligations required hereunder as that category of Editor, the Company shall accord the Editor a credit on all copies of the Series issued by or under the direct control of the Company and in connection with which Editor has actually rendered all required services hereunder in substantially the form of “Editor: Name of Editor”.

5. Default, force majeure, suspension and termination

- 5.1. If the production or shooting of the Series is prevented or interrupted or stopped for any reason or by any cause outside the Company's control (including as a result of an epidemic or pandemic, including arising from the SARS-CoV-2 (COVID-19) virus (because, for example, but without limitation, a key cast member becomes ill, or a financier withdraws finance or an insurer refuses to insure against the risk of COVID-19)) and/or if there is a diminution in the requirements of the Company as a result of any measures introduced or action taken by the Company in connection with COVID-19 then the Company may suspend the Editor's engagement with immediate effect by serving notice on the Editor.
- 5.2. During any such suspension (i) the term of engagement shall be deemed suspended for as long as the event giving rise to it (plus any further period required by the Company to prepare for the resumption of the Editor's services), or until this Agreement is terminated, (ii) the Editor shall continue to comply with all obligations under this Agreement not affected by the suspension, (iii) on resumption of the Editor's services, the term of engagement will resume and continue for the length of time unexpired when the suspension began.
- 5.3. During this period the Company shall not be obliged to pay the Editor's fee, save in respect of any services pre-approved by the Company and carried out during the initial three (3) week period of such suspension and subject to receipt by the Company of a valid VAT invoice.

If any suspension continues for more than three (3) weeks then:

- (a) the Company shall either immediately terminate this Agreement; or
- (b) retain the Editor's services in which case the Editor shall be paid for services rendered during any extended period of suspension following the initial three (3) week period, subject to receipt by the Company of a valid VAT invoice.

For the purposes of this Clause, written notice may be served by email to the email address given by the Editor to the Company. Notice will be deemed served on sending of the email.

6. Acknowledgment in relation to Covid-19

- 6.1. If the Editor is unable to work due to sickness, injury or because the Editor is self-isolating or shielding as a result of COVID-19 the Editor must inform the production manager as soon as possible on the Editor's first day of absence confirming the reason for the Editor's absence and his/her expected duration.
- 6.2. The Editor shall comply with the Company's health and safety rules, guidance and protocols, the Company's Health and Safety Policies and procedures and any specific production protocols (including, without limitation, any protocols issued in relation to COVID-19), as such rules, guidance and protocols are updated and notified to the Editor by the Company from time to time.

7. Notices

- 7.1. Any notice given hereunder shall be in writing and shall be deemed to have been duly served if hand delivered or sent by email or sent by first class (air mail if posted to another country) prepaid, registered or recorded delivery (if available) to the party to be served at the address mentioned above (or such other address as either party may from time to time

notify in writing to the other) with a copy of such notice to such solicitors as have been notified in writing by the Company and shall be deemed to have been served:

- 7.1.1. if hand delivered, at the time of delivery;
- 7.1.2. if sent by email at the time of transmission during business hours at its destination or on the next business day if not within business hours at its destination but subject to reasonable proof of transmission by the sender; and
- 7.1.3. if sent by prepaid post as aforesaid, on the expiration of the second business day following the date of posting (the fifth business day if posted to another country).

8. Taxes and insurance

- 8.1. Editor warrants that they are a self-employed person for tax purposes in Ireland and that they will be solely responsible for all income tax, PRSI and other such payments due in respect of remuneration paid to Editor for services rendered by Editor hereunder. The Editor hereby unconditionally confirms, that as of the date of signature of this Agreement, they are aware of and in compliance with the conditions and requirements of the Tax Acts, the Capital Gains Tax Acts, the Value Added tax Consolidation Act, 2010, the Social Welfare and Pension Acts. The Editor undertakes to remain in compliance with the above referenced legislation throughout the term of the Editor's engagement hereunder.
- 8.2. All payments pursuant to this Agreement shall be net of value added tax, and if and to the extent only that value added tax is or becomes payable on any such payment, the Editor will render to the Company the value added tax invoice in respect thereof.
- 8.3. The Company may secure in its own name or otherwise and at its own cost and expense life insurance, accident insurance or health insurance and any other insurance required by the Company in respect of the Editor whether alone, or together with others, and the Editor confirms and agrees that he shall not have any right, title or interest in or to any such insurance policy or any money payable pursuant to the same. The Editor undertakes that the Editor shall complete in a timely manner all proposal forms and execute any other documents or instruments from time to time reasonably required by the Company in order to affect any such policy of insurance or make any claim upon any such policy of insurance.

9. General

- 9.1. The Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by written agreement signed by each party. The Editor's sole and exclusive remedy for the Company's breach, termination, or cancellation of the Agreement or any term hereof (including any term pertaining to credit) shall be an action for damages. The Editor irrevocably waives any right to equitable or injunctive relief.
- 9.2. For the purposes of performing this Agreement, as well as the legitimate purposes of the Company in the conduct of its business the Company will collect and process information relating to the Editor in accordance with the Company's privacy notice ("**Privacy Notice**") a copy of which is available from the production office.
- 9.3. The Privacy Notice may be amended from time to time and the Editor will be kept informed of such amendments during the term of this Agreement.

- 9.4. The Editor shall comply with and abide by the Company's data protection policy when handling Data in the course of carrying out the Editor's services, duties and obligations hereunder, including when handling personal data relating to any employee, contractor, customer, client, supplier or agent of the Company.
- 9.5. It shall be the Editor's individual responsibility to take care at work within the terms of the Safety, Health and Welfare at Work Acts 1989 - 2005.
- 9.6. Editor undertakes at the expiration of this engagement to hand over to Company all photographs books plans drawings sketches papers files and effects whatsoever created developed or improved in whole or in part by Editor in the performance of Editor's services or belonging to Company or relating to the Series or the services rendered by Editor hereunder which are then in Editor's possession or control.

10. Choice of law

This Agreement is governed by the laws of Ireland and the courts of Ireland shall have non-exclusive jurisdiction.

ACCEPTED AND AGREED:

EDITOR NAME

for and on behalf of
PRODUCTION COMPANY NAME

