



COPYRIGHT CONSENT AGREEMENT FOR FILM 2017

Agreement between the party named in the Schedule ("The Producer") and the party named in the Schedule ("The Actor/Participant") or ("The Agent, the ALC").

This **Copyright Consent Agreement 2017** is to be read, understood and signed alongside the **Location Agreement 2017**.

1 Informed consent

I have read/or had read to me this Statement which explains what this project is about and I understand it.

I have had a chance to ask questions about the project, and I am comfortable with the answers that I have been given. I know that I can ask more questions whenever I like.

2 Agreement to participate

I agree to participate in the project. I know that I do not have to participate in it if I don't want to. I made up my own mind to participate – nobody is making me do it.

AND

I know that I don't have to answer any questions I don't like.

I know that I don't have to be filmed doing or saying anything I don't want to do.

The Producer(s) will not write anything down unless I agree that they can.

The Producer(s) will turn off the tape/stop filming etc... if I ask them to.

3 Stopping or withdrawing

I know that I can pull out at any time without getting into trouble with the producer(s) or anyone else.

AND

If I pull out, the Producer(s) will be allowed to use any information that I have given them before then but only if I agree to them using that information, and they will be able to write down that I have stopped participating. The Producer won't be able to make me keep participating if I don't want to.

If I decide to take part and later change my mind, I am free to withdraw from the project. If I do not wish for the producer to include my information, I will tell the producer

4 Project timeframes

This project will be filmed the week beginning (DATES)_____

AND I understand the filming will take place over (DAYS/WEEKS/MONTHS)_____ time.
During that time the producer(s) will film me and may interview me on video.

5 Personal Images *(select as appropriate)*

- I agree to be photographed/videoed for the project.
- Those tapes/photos/videos/DVDs are for a documentary film which will be shown to many people.
- I agree that those tapes/photos/videos/DVDs can be shown to other people.
- I agree that those pictures can be put into a book or magazine or shown on TV or the internet.

6 Payment

I know that I will get paid \$300 per day (\$150 half day) for participation in this project.

7 Risks and benefits of the project

I understand that the projects may have the following benefits:

- LIST BENEFITS

8 Acknowledgements

I agree that my name and language group will be mentioned in the film that comes out of this project. I don't mind if people find out these things about me from watching the film.

9 Secret/Sacred Information and 'Resting'

I understand that, if the producer(s) find out secret or sacred information, they won't tell or show them to the wrong people.

I understand that if, for cultural reasons the film cannot be shown, it will be 'rested' for a while until it is safe to show again.

I agree that, when the producer(s) have collected all the information or things they need, they will talk

to me and/or whoever else has the authority to discuss what to do with any secret or sacred information.

10 Access Rights

I understand that anyone can watch the film that comes out of this project across multiple platforms including the Internet TV and in public screenings, and that even people on the other side of the world might see it, maybe on the internet. That's OK with me.

12 Intellectual property

Intellectual Property (IP) is a term that describes the application of the mind to develop something new or original. IP can exist in various forms; a new invention, brand, design, a film or artistic creation. The ALC will hold apercentage of the IP for the 'Rough Cut' or raw footage of the portion of the film that is filmed on location on Groote Eylandt on behalf of the Aboriginal people of Groote Eylandt, however the stories, art or performances that are shared are still mine, this contract simply gives the ALC permission to share it.

In addition, Copyright Ownership of raw footage pertaining to Groote Eylandt only:

ALC: _____%

Producer: _____%

Copyright ownership of Final Cut:

ALC: _____

Producer: _____%

Gross Receipts:

(Estimated earnings)

Additionally, this agreement grants unlimited use of the raw footage for the Final Cut of the film.

I understand that the First Cut will be presented to the Groote Eylandt community at a public screening for feedback and that anything I believe to be culturally inappropriate will be removed.

I understand that I personally will not have any IP in the project and that any copyright in the raw footage will be held by the ALC on my behalf.

13 Complaints

I know that if I am worried about ethical issues related to the film, I can ring up or email the ALC on (08) 8987 4006 / admin@alcnt.com.au email address and talk to a staff member about it.

I know that I can also complain to: Illona Wilson at the ALC

Schedule B

I have read this Copyright Consent Form to feature in the (COMPANY TITLE) _____
film, titled: _____ and I agree with it.

Signed by the Participant/Guardian _____

Name of the Participant _____

Date _____

OR

I read this Copyright Consent Agreement aloud to _____ and I believe that s/he
understood and agreed to it:

Signed by ALC witness _____

Name of ALC witness _____

Position in Organisation _____

Date _____

And:

*I have read this Copyright Consent Form to feature in the production: and in consideration
for the (COMPANY TITLE) being given consent to film, I accept, on behalf of (COMPANY
TITLE) , each and every one of conditions set out in the Agreement upon which the
Participant agrees to participate in this project, including (but not limited to) the basis upon
which the Participant agrees to participate; the participant's rights to stop or withdraw;
timeframes; the payment terms; acknowledgements; the use of secret/sacred information
and resting; and ownership and use of IP.*

Signed by or on behalf of the Producer(s) _____

Name _____

Date _____