



Directors UK Minimum Creative Rights Enabling Clause

Enabling clause to be inserted in to all director contracts:

“The Director shall be treated in accordance with the provisions of the Directors UK Minimum Creative Rights Appendix attached to and incorporated in this contract. In the event of any conflict or overlap between the terms of this contract and the Appendix then the terms that are most beneficial to the Director shall apply.

Where exceptional circumstances exist that may preclude full implementation of these provisions, then any alterations or amendments can only be agreed with the prior approval of Directors UK.”



Directors UK Minimum Creative Rights Appendix for Fiction

Directors UK believes that protecting the creative rights of feature film Directors not only enhances the quality of the work but improves the efficiency and cost effectiveness of its manufacture.

PREPRODUCTION

1. Prior to employment,
 - a. the Employer shall provide the Director with a copy of the most recent script and current draft/proposed budget for the film and, where available, the latest version of the production and post-production schedule along with an indication of the proposed extent of any second unit work.
 - b. the Employer shall provide the Director with the names of any personnel already employed on the film.
 - c. the Employer shall disclose any and all rights of script approval, cast approval and final cut authority contractually reserved to any person other than the Employer.
 - d. The Director shall treat all such information as confidential.
2. Throughout the production the Director has the right to participate in all material discussions and decisions concerning:
 - a. Any changes to the above.
 - b. The script and all creative elements and personnel involved in the production of the film.
3. The Director shall have the right of approval of the 1st AD. The Director has the right to participate in all material discussions and decisions concerning the employment of all other Heads of Department.
4. Full pre-production (the period of time immediately prior to the agreed start date of Principal Photography) shall be a period of at least 20 days or the number of scheduled shoot days, whichever is the greater.
5. No one shall be present at casting sessions except the individual Producer, the casting director and the Director. Any other attendees are at the Director's discretion. The Director shall be given access to any casting videos before these are made available to any other person.
6. the Director has the right to participate in all material discussions and decisions concerning casting.
7. The Director shall be provided with an office or dedicated workspace.

PRODUCTION

8. There will be only one Director save for recognised directing partnerships.
9. No one may “direct”, as that term is generally understood in the film industry, except the Director
10. Dailies/rushes must be provided/made available within a reasonable time in the best possible format.
11. The Director has the right to approve the names on the distribution list for dailies/rushes (other than those who have a contractual right to view dailies/rushes).
12. The Director has the right to participate in all discussions and decisions concerning any 2nd Unit work
13. The Director shall be entitled to be provided with their own individual on-set video monitor.
14. The Director shall be consulted on any appearance on set or location of EPK and “Making of...” crews and be informed of any “set visits”.

POST PRODUCTION

15. The Director has the right to be present throughout all creative elements of post-production and to participate (whether in person or not, as is most expedient) in all material discussions and decisions concerning those creative elements.
16. The Editor’s assembly is solely for the use of the Director and no one may view it without the Director's approval.
17. The Director has the right to prepare a Director’s Cut without any interference from other production or executive personnel.
18. To facilitate the production of trailers and marketing material, during the Director’s cutting period personnel with responsibility for producing trailers and marketing material (and solely those personnel) may view and have access to filmed material provided the Director has the right to be present where practicable when such access takes place.
19. The period of the Director’s Cut begins only after the Director has viewed the Editor’s assembly such viewing to be done in a timely fashion.
20. Minimum cutting periods for the Director’s Cut are as set out in the table below:

Films with a budget of less than £1m	A period equal to the number of shoot days; but no less than 20 days
Films with a budget of between £1m and £2m	No less than 5 weeks.
Films with a budget of between £2m and £5m	No less than 8 weeks
Films with a budget of more than £5m	No less than 10 weeks

21. There shall be no “cutting behind” the Director as that term is generally understood in the film industry.
22. Director has the right to screen the Director’s Cut for the Employer and any person with final cutting authority. On films with a budget greater than £5m the Director has the right to at least one public preview screening of his/her cut.
23. Notes to the Director shall be limited to those given by or channelled through the Producer. All notes should be delivered within a reasonable time from the date of viewing.
24. If Director has completed 100% of principal photography, then he/she is entitled to direct all additional scenes or reshoots. If not available, the Director is to be consulted on an alternative additional scenes director.
25. A “Director’s Cut” may not be commercially released or branded as such without the approval of the Director.
26. The Producer shall use reasonable endeavours to ensure that the Director has right to attend (if available) or to be consulted in the event of any re-editing or re-versioning for in-flight or other ancillary exhibition.

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