

date: _____

Video production contract

between BAE Systems ('the Client') and [production company] ('the Producer') to produce a corporate video ('the Video'), on [subject]

1. Engagement

The Client hereby engages the Producer to make a corporate video ('the Video') according to the following procedure and to the following specification:

- 1.1. Shooting will take place at [location/s], on [shoot date/s].
- 1.2. The content of the video will be agreed in advance of the shoot, by way of an outline script to be prepared by the Producer. The Client may request any reasonable changes to the script prior to shooting.
- 1.3. The approval procedure will consist of two stages:
 - i. first edit ('off-line'), when pictures, script, and music are agreed;
 - ii. final edit ('on-line'), when the finished video, complete with any graphics and a mixed audio track, is agreed.

The Client may request reasonable changes at the relevant stage, to the extent that the Video is deemed commercially or technically unsatisfactory; the Producer will undertake such additional work as is required. Judgement of commercial satisfactoriness will be based on whether or not the approved script has been accurately reflected in the finished programme.

- 1.4. The running time of the Video will not exceed [agreed programme length].

2. Delivery

- 2.1. This contract will be satisfied on delivery by the Producer of the following items:
 - i. [master tape specification]
 - ii. [viewing/exhibition media specification]

- 2.2. The Producer will, on request, quote for the production of distribution copies of the Video.

3. Producer's Responsibilities

- 3.1. The Producer will be solely responsible for engaging the services of and remunerating all persons and facilities involved in the production of the Video, with the exception of Client employees. Attached to this contract is a release form that the Producer, with the Client's assistance where necessary, will require all contributors to sign.
- 3.2. The Producer will obtain, at their expense, the appropriate insurance to cover the customary risks (excluding bad weather) that might interfere with the performance of their obligations under this contract. A summary of the cover is attached.
- 3.3. The Producer will licence, at their expense, any music used in the Video, up to the amount and for the usage defined in the agreed budget.

4. Client's Undertakings

- 4.1. The Client agrees to provide the necessary support to the Producer in arranging any location shoots to take place on the property of the Client, or customers of the Client.
- 4.2. The Client agrees to provide the necessary support to the Producer in obtaining any archive footage belonging to the Client.
- 4.3. The Client agrees to provide extra production funding to cover the cost in the event that any location or contributor considered essential requires payment for their involvement, where such payment has not been included in the budget.

5. Copyright

- 5.1. All copyright in the Video, and any footage recorded specifically as part of this production, is assigned by the Producer to the Client, allowing the Client the unconditional and exclusive right to exploit the Video and the footage in all media, throughout the Universe, in perpetuity.
- 5.2. All moral rights of the Producer in relation to the Video are hereby irrevocably and unconditionally waived.

6. Force Majeure

- 6.1. If either party is prevented from complying with the conditions herein by reason of force majeure, act of God, strike, fire, riot, civil commotion, national calamity, order of

a public authority, or any other cause beyond their control, this shall not be deemed a breach of this agreement.

- 6.2. In the above event neither party shall be entitled to damages, and the production will be postponed until it can be completed.

7. Termination

- 7.1. The Client has the right to terminate this agreement on not less than five days' written notice, if the Client decides to cancel or postpone the production for any reason.
- 7.2. In the above event the Producer will be entitled to be paid for all work that has already been carried out, plus a sum of [amount] to cover the Producer's lost earnings for the five day notice period, plus any further sum required to pay for irrevocable third-party contractual commitments already made in connection with the production.

8. Payment

- 8.1. The agreed fee to cover the production of the Video as defined herein is [amount] excluding VAT.
- 8.2 50% of this sum [amount] is payable on execution of this contract, and the remaining 50% on delivery, as defined in section 2 hereof.