**Production-In-Residence Agreement**

This is an agreement between Cinespace Inc., of 45 Moreland Street, Footscray VIC 3011 and

|  |  |
| --- | --- |
| Name (Producer): | [Producer Name] |
| Address: | [Producer Address] |
| Contact Phone: | [Producer Phone] |
| Contact Email: | [Producer Email] |
| ABN: | [Producer ABN] |

the Producer of the supported screen residency project titled

|  |  |
| --- | --- |
| Project Title: | [Project Title] |

Known hereafter as “the Work”

For proposed dates:

|  |  |  |  |
| --- | --- | --- | --- |
| Date from | [Commence Date] | Date to | [End Date] |

☐ Summer ☐ Autumn ☐ Winter ☐ Spring

Known hereafter as “Residency Dates”

**Cinespace hereby agrees** to offer the Producer a residency for the agreed terms and dates, subject to the terms and conditions set out below, and in the schedules and attachments to this agreement (together “this Agreement”).

All capitalised words have the meaning set out at Attachment Schedule A to this Agreement.

**Contents (click number to jump to section)**

[1. Cinespace Inc. provisions and obligations 3](#_Toc109112012)

[2. Cinespace offer is Conditional 4](#_Toc109112013)

[3. Producer Obligations 4](#_Toc109112014)

[4. Use of Equipment and Post Production Facilities 5](#_Toc109112015)

[5. Use of the Property in Footscray 7](#_Toc109112016)

[6. Code of Conduct 8](#_Toc109112017)

[7. Rights in the Work 9](#_Toc109112018)

[8. Cinespace recoupment of deferred development investment 10](#_Toc109112019)

[9. Credits and Acknowledgment 10](#_Toc109112020)

[10. Deliverables 11](#_Toc109112021)

[11. Cancellation or Termination 11](#_Toc109112022)

[12. Indemnification 12](#_Toc109112023)

[13. Miscellaneous 12](#_Toc109112024)

[14. Variation 13](#_Toc109112025)

### 1. Cinespace Inc. provisions and obligations

1.1 Cinespace agrees to provide to the recipient of the Production-in-Residency program:

1. **Exclusive access during Residency Dates to the space at Unit 6, 19-29 Leeds Street Footscray VIC 3011**, which is inclusive of time required for residency bump in/bump out. Handover shall take place in the week prior to the commencement of the following residency by agreement, or if not mutually agreed then on a date as notified by Cinespace which shall likely be the last day of the residency.
2. **Exclusive access to equipment and facilities included in the residency space for use on the approved project.** .
3. A workflow guide (printed or video) or resources to assist in use of the camera and editing facilities.
4. Cinespace officials or its affiliates may at their discretion and subject to availability offer in-kind advice to the residency team - for example offering script notes during development, or edit notes during post-production, however offer no creative oversight/control over the project once it is selected. Referrals to additional script advisory services can also be provided. Cinespace may be able to assist you in sourcing extra facilities, cast and crew on request, if you can't do it yourself.

1.2 The Victorian College of the Arts at the University of Melbourne is the official Program Partner for Cinespace in 2022, and is kindly sponsoring operating costs of the residency facility. Visit their website <https://finearts-music.unimelb.edu.au/study-with-us/discipline-areas/film-and-television> to learn more about studying Film and Television at the Victorian College of the Arts. These ongoing operating costs include expenses such as rates, electricity, water, internet, equipment maintenance and induction/handover support, valued at around $3700 per residency. Costs incurred by the residency above standard/typical operating costs, for example abnormal amounts of electricity or internet usage which exceeds this sponsored amount by the VCA will be invoiced to the Producer retrospectively, and the Producer agrees to be liable for such costs.

1.3 Other sponsors/supporters providing in-kind services or gifts in the ‘benefits package’ listed on the Residency web site are not guaranteed and are subject to change at any time, or subject to availability, at the discretion of the sponsor. Cinespace will issue a letter of introduction to a successful Residency, and the onus is on the Producer to approach other sponsors/supporters (contact details will be provided) to request the listed supports. There may be valid reasons a sponsor/supporter can not honour their pledge for a specific Residency. We request that the Producer be respectful in the event that any support can not be honoured, to maintain the relationship for future Residencies.

### 2. Cinespace offer is Conditional

2.1 The offer and ongoing residency support is conditional on the Producer completing and submitting to us the following items by the following dates:

1. a signed copy of this Agreement, prior to commencement of the residency
2. a shooting script, shooting schedule and safety breakdown/report on the production, 1 week prior to production. No filming activity that is unsafe and outside of industry standard practice safety measures is allowable.
3. a full cast and crew contact list for all personnel involved in the production, which information shall be kept private and confidential by Cinespace, and the production will obtain the right for Cinespace to contact personnel if needed
4. a copy of any additional required insurance certificates, permits (eg police, Council etc.) where a requirement of the production
5. credit card pre-authorisation/guarantee or payment of a $500 security bond, refundable at the end of the residency if no expenses incurred or insurance claims

### 3. Producer Obligations

3.1 The Producer undertakes and agrees to:

1. undertake all such preparations as may be necessary to fulfill the Agreement;
2. produce the same Work (film/screen project) and to the same duration applied for in the residency, and in accordance with the provided Production Schedule and Safety Report;
3. inform Cinespace of minor changes to the project, and to seek approval if any changes are significant or result in a different project being delivered from that which was approved at application stage;
4. obtain all necessary clearances for the production to be able to release the Work, including:
5. MEAA union clearances (if required by cast/crew);
6. location releases;
7. performance releases;
8. all clearances or consents required for the use of and exploitation of any material in which the copyright, moral rights or other rights are owned by a third party;
9. musical works and sound recording consents and licenses;
10. consents or approvals for cultural and safety protocols, with particular reference to respect for indigenous, cultural sensitivities, or other matters that may cause offense or distress;
11. be solely responsible for entering into all agreements and fulfilling all obligations to third parties in connection with the development, production, post-production and delivery of the work;
12. not pledge the credit of Cinespace (take on a debt for which Cinespace will become liable), nor attempt to enter into any agreement or give any undertaking or representation on behalf of Cinespace;
13. ensure that all amounts due and payable in connection with the Residency program are paid promptly, for example insurance excess in the event of a claim, or repairs or replacements of items;
14. be responsible for any expenditure incurred in connection with the development, production and delivery post-production of the work, over and above that which is gifted as part of the residency program;
15. cover any expendable costs (e.g. batteries, replacement bulbs for lights, gaffer tape), SD cards or hard drives - Cinespace does not provide these;
16. oversee equipment use and care;
17. be responsible for any required insurance for workers (Workcover) and volunteers on the production, for Public Liability insurance, and advise contractors of their own insurance obligations;

3.2 Further, the Producer warrants, undertakes and agrees that:

1. the Work is original and all underlying works incorporated in the Work including but not limited to the script, music, sound recordings, video/film clips, literary or artistic works, Indigenous works ("Underlying Works") will not infringe or violate any copyright, trade marks or any other intellectual property rights, moral rights, Indigenous cultural rights or other rights of any third party and will not contain anything which is blasphemous, obscene, defamatory, in breach of any confidence or constitutes an unlawful invasion of the privacy of any person or in contempt of any Court or Parliament, or is in contravention of any law or regulation

### 4. Use of Equipment and Post Production Facilities

4.1 Equipment and facilities provided in the residency space are for the exclusive use of the Producer to produce the Work applied for with the residency, for the duration of the residency period

4.2 Equipment and facilities must not be used for ‘commercial use/purposes’ (that is, profit generating). However it may be considered ‘reasonable use’ for the producer to use the equipment for small community-based or other (non-commercial) projects for which small payments received contribute to the residency project budget. However, the intention is that the residents are focused on the project/Work applied for, not using the equipment and facilities for other purposes. The definition of ‘commercial use’ does not include the potential for the selected Work being created in the residency to be commercialised in the future.

*For example: it may be considered ‘reasonable use’ for the resources to be used for a community shoot, for which there is a small payment, which contributes to the residency project budget; or to shoot a teaser for a crowdfunding campaign for the purposes of raising additional funds related to the residency Work. It would be unreasonable to regularly use the equipment for purposes other than the residency Work (which would mean the residency Work is not the primary focus of use), or to use the resources for any personal or for any profit-generating purposes. Unauthorised commercial use may result in immediate termination of the residency.*

4.3 Equipment Insurance covers storage overnight or when not in use at the residency space at Unit 6, 19-29 Leeds street, Footscray VIC 3011, and the space must be kept locked/secure at all times. Any additional insurance costs (such as storage overnight in different locations) must be negotiated with the insurance company and these costs borne by the Producer. You will be provided with a copy of the Cinespace equipment insurance policy. In the event of loss/damage/theft to equipment where an insurance claim is made and accepted, the Producer is liable for the excess as a maximum cost (currently $500), with the insurer covering replacement over this value. Cinespace agrees to be liable for any premium increases as a result of an insurance claim. For small repair or replacement costs under $500 excess amount, or where insurance can not cover any costs of replacement or repair, the Producer will be required to cover these costs directly. If claims or other replacements or repairs are identified at the end of the residency period the Producer shall be deemed to be responsible unless the issue was identified during the residency induction process, and thus agrees to be invoiced for these costs, with 30 day payment terms. However Cinespace prefers any breakages/loss be fixed as soon as possible by the Producer rather than at the end of the residency, to avoid any impact on subsequent residency projects.

4.4. In the event of no claims or repairs or replacements, the pre-authorised security bond/bond payment of $500 will be canceled/refunded.

4.5 Professional equipment should only be used by suitably qualified and experienced individuals and should not be used by individuals who are not technically proficient, to avoid the risk of incorrect use or damage which may result in insurance claims. In particular, the Director of Photography must have prior experience with prosumer/cinema cameras, and must be briefed during the induction process of proper care of equipment. Cinespace reserves the right to refuse use of the equipment or facilities by anyone at any time (at our sole discretion). Cinespace may be able to organise a training session, at the Producer’s expense, if the user is less experienced and requires upskilling prior to use.

4.6 It is important to note Insurance only covers *accidental* loss, damage, or theft where there is no evidence of negligence. The Producer may be responsible for the full replacement cost if facilities are lost, stolen, damaged or destroyed due to negligence or carelessness.

*For example, if you were to leave a car door unlocked, the items may not be covered for theft. If an inexperienced person breaks equipment, that may also be deemed negligent.*

4.7 Cinespace will generally try our best to replace or find a substitute for any broken equipment on the inventory if it accidentally breaks during the residency, but is not responsible for guaranteeing any equipment or facilities at any time.

4.8 A full inventory of current production and post production equipment is available through a link on the Production-in-Residence program web site.

### 5. Use of the Property in Footscray

5.1 A ‘responsible person’, typically this will be the Producer, must be elected who will control the venue access and hold the key. This person will accept responsibility for the equipment and facility over the duration of the residency, in accordance with this agreement when signing out the key. While an editor, for example, may assume this general responsibility with the Producer’s permission, the Producer remains ultimately liable for any financial obligations under this agreement and may not waive this liability.

5.2 One key will be provided to the nominated person for the duration of the residence. Key replacement costs will be incurred by the Producer

5.3 The residency and anyone accessing the building must comply with all requirements of the Owners Corporation of the building in which the residency is situated as well as all laws and regulations, including local parking regulations. Please be respectful of other tenants in the building at all times, including noise control to reasonable levels. The Producer is liable for any damage or repairs to the building or property.

5.4 Maintain safety and security at all time in and around the building including particular attention to:

1. Taking due care when loading and unloading equipment - ensure the stairs are clear of other people and have someone supervise from top of stairs when traveling up stairs, and bottom when coming down stairs, use trolleys provided and do not overload (max 100 kg).
2. Be careful when around traffic and trams on Leeds Street.
3. Follow building fire evacuation procedures
4. Use any security systems or alarms installed in the premises.
5. Take extra care when arriving or leaving during night time. *It is recommended to have someone travelling with you at night for additional safety, including walking to your car*
6. Monitoring first aid kit, and advise if any first aid supplies need replenishing
7. Maintain Covid-19 safety according to current Victorian Government regulations and recommendations, including a Covid safety plan as part of the production safety plan
8. Promoting cultural safety and awareness

5.5 Residents are responsible for their own consumables, kitchen supplies and cleaning of the space including the kitchenette, appliances while in residence. Rubbish is removed from the property weekly.

5.7 Day parking is available at Little Saigon Plaza Car Park, 47 Byron St, Footscray and Footscray Market, 18 Irving Street, Footscray both within walking distance. The parking site for loading/unloading equipment (loading zone) is located at Grand Theatre Circuit/Maddern Square, and requires display of a Courier sign on the vehicle in accordance with Victorian road rules. *Magnetic signs are available in the residency space for loan, and should be returned to the room once loading/unloading is complete.*

5.8 Cinespace is investigating options for funding wheelchair access, however the premises is not currently wheelchair accessible, Cinespace agree to move equipment to our ground level space at 45 Moreland St Footscray to accommodate any requirements of people in wheelchairs, or other mobility needs preventing access.

5.9 As with equipment, the space should only be used for the approved purposes of creating the Work associated with the residency itself, and for no other purpose. The space is not to be used for overnight accommodation.

### 6. Code of Conduct

6.1 Professional conduct is expected at all times with all stakeholders while engaged as a

public-facing representatives of the organisation’s program, at no time conduct themselves in such a way as to prejudice their reputation or that of Cinespace. Cinespace expects that the successful participants will follow professional film industry practice. This includes;

1. being in regular communication/liaising regularly with Cinespace board or Executive Producer (being contactable);
2. abiding by Cinespace’s Code of Conduct including embedding inclusive filmmaking practices, a copy to be provided during induction;
3. adhering to agreed project budget parameters, schedules, deadlines, and script (within reason);
4. adhering to all Occupational Health and Safety laws and regulations, and other laws as apply in the State of Victoria;
5. adhering to VicScreen’s filming guidelines, a copy to be provided during induction.

6.2 Cinespace accepts independent films are often made on a deferral basis such as MEAA Low Budget policy, or involve volunteer labour. While we are not involved in any future licensing or sales negotiations, we recommend productions ensure any deferrals including Cinespace deferred development fee for commercialised productions are honored in any negotiations with buyers.

6.3 Where the Work involves minors under 18 there must be constant supervision of minors by someone with a current Working with Children Check or VIT Teachers Registration, a copy of which will be provided to Cinespace in advance of such work being undertaken. Employment of Children regulations also apply for minors as actors.

### 7. Rights in the Work

7.1 The Producer, unless by otherwise written agreement shall be the sole rights holder in the Work, and has full and unencumbered right to exploit the work for the full period of copyright in all media (whether now known or later devised) and in all territories around the world in perpetuity (including without limitation all renewals, revivals, revisions, reversions and extensions thereof). End credits of the film should include the copyright symbol ©, the Producer Name and year of production.

7.2 The Producer hereby agrees to afford Cinespace the following in acknowledgement of its support:

1. to provide Cinespace with a digital copy of the completed work, and key deliverables identified in clause 10, for the express purpose of the rights below
2. licenses to Cinespace in perpetuity the right to use the film in whole or part for non-exclusive, private screening purposes (for example within workshops or private screenings). This shall not include any public screening events, without the express permission of the Producer.
3. licenses to Cinespace in perpetuity the right to use up to 20 second sequences/extracts from of any part of the finished Work, for non-exclusive, non-commercial promotional purposes in association with the residency program (such as a showreel for the residency program), after the first date of broadcast/screening, or 12 months after the residency end date, whichever is sooner. This shall include exhibit, broadcast or publish online (social media and the Internet).
4. gives Cinespace permission to use the name, likeness and biographical details of the crew, cast and other performers or contributors or the name or synopsis of the Work in connection with promotion, publicity or marketing of the residency Program

7.3 If the Producer has not screened the Work anywhere publicly within three (3) years after the date of production and no other distribution agreements preclude such a screening, the Producer hereby permits Cinespace to present one non-commercial public screening of the work at a venue such as part of a residency retrospective

7.4 Cinespace is not liable for any arrangements in relation the commercial exploitation of the work and cannot provide legal advice we can provide general advice and connection to film lawyers or legal service on request.

7.5 The Producer agrees to inform Cinespace within a reasonable time period of any future exploitation of the Rights in the Work

### 8. Cinespace recoupment of deferred development investment

8.1 Cinespace residency contribution is considered a deferred development investment in the personnel, careers and potentially the Work where it is a proof of concept for a larger work. The producer agrees to defer and grant to Cinespace a recoupable development amount of A$10,000, in the event of future commercial exploitation of the work created during the residency, that includes:

1. Licensing fees paid to the Producer for the Work created during the residency, or any future versions of the work including remakes, spin-offs etc. of the Work created during the residency, or other related revenue streams such as original soundtracks
2. Producer Revenues from other distribution of the Work created during the residency, after distribution expenses
3. Within 24 months after the residency, further development investment in project by any funding agency based on presentation of the Work created during the residency, whether development of the concept (e.g. series or feature), or another spin-off or remake project

8.2 Cinespace position in any recoupable amounts shall be equal position to any other deferred fee positions (such as deferred cast or crew fees), and payable prior to any Producer Net Profits

8.3 Festival or other prizes are excluded from the definition of gross revenue for the purposes of recoupment

8.4 This deferred amount must be paid full or pro rata (based on revenues received) from the first point of gross revenue on the project until paid in full. In the event that the Work has no revenue ,this deferred amount is not required to be paid back to Cinespace.

8.5 Cinespace will not be entitled to receive any further amounts except for his deferred development expense. The Producer is entitled to retain all other revenue from the exploitation of the Rights in the Work in all media (whether now known or later devised) throughout the world in perpetuity.

8.3 If and when a deferred development investment payment received by Cinespace public fund [Bendigo Bank BSB 633 000 Account No 185 465 291 Account Name: Cinespace Public Fund], this gratis payment from the Producer to Cinespace as a non profit organization will support the ongoing residency program and the mission of Cinespace supporting emerging creatives from diverse backgrounds.

### 9. Credits and Acknowledgment

9.1 Cinespace must receive a single page logo credit at the head of the final Work created during the residency.

9.2 Cinespace must receive the following the end-credit of the Work which reads as follows:

Supported by *(alternatively, produced with assistance from)* the Cinespace Inc. Production-in-Residence Program. The Victorian College of the Arts at the University of Melbourne is the official Program Partner in 2022. Cinespace Multicultural Screen Residencies Studio is powered by Blackmagic Design, with funding from the Victorian Government through West Gate Tunnel Project, Creative Victoria and Multicultural Affairs.

9.2 At the discretion of the Producer, there should also be a “Thank You” credit on the last episode of the Work for other package supporters/sponsors providing in-kind services or gifts, subject to the Producer redeeming support from those partners for the Work. Other acknowledgements in appreciation of sponsors such as social media mentions or posts are also encouraged.

9.3 if required, the Producer will use its best endeavors to be available for all press, television and radio calls reasonably required by Cinespace for which no further fees will be paid by Cinespace

9.4 Credits for other Cinespace personnel (e.g. Executive Producer or Associate Producer) are not automatically assumed but may be considered on a case by case basis, and subject to written agreement between Cinespace and the Producer for the engagement of people in that specific capacity.

9.5 The assistance of Cinespace will be credited on all printed and publicity materials in relation to the Work in a form and manner approved by Cinespace; including in any interviews, press conferences, industry events including award nights or other promotional/press meetings in which the Work is discussed;

9.6. The Producer agrees to acknowledge the Traditional Owners of the land on which the production was produced, including the Wurrunjeri Woi Wurrung and Bunwurrung Boon Wurrung people of the Kulin Nations / Narrm as the residency location.

### 10. Deliverables

10.1 The Producer agrees to provide Cinespace with a copy of the following deliverable items within three months of the residency end date:

* Digital Master (HD 1080p, Stereo audio), for example ProRes .mov file.
* 2 x 30 seconds clips for social media (behind the scenes or program clips)
* Production Stills x 4 (300dpi)
* Publicity Stills x 4 (300dpi)
* Director and Producer Headshot for publicity
* Director and Producer Biography (as applicable)
* One line Synopsis
* Paragraph Synopsis
* a summary evaluation of the residency, including images of their residency outcomes, which Cinespace can use for social media, marketing and reporting purposes, within 30 days of the residency ending.

These deliverable items will be kept securely by Cinespace, and will provide an additional security copy of the film for the Producer.

### 11. Cancellation or Termination

11.1 Should external factors beyond the control of the Producer require the cancellation of the residency (for example Covid-19 lock down), this contract will be suspended pending the ability for work to resume, or as a last resort it may be terminated. The parties agree that they will each provide as much notice as they can to the other party if they are to terminate pursuant to this clause.

11.2 Cancellation for factors within the Producer’s control may prohibit the applicant from applying to the Cinespace residency program in the future. It is important the Producer work with us to their very best capacity to ensure the completion of the residency Work and thus the success of the program, given the program is selective and a long-term arrangement. If early in the residency program then the Producer may be liable for any costs involved in re-selecting and inducting a new residency.

11.3 Cinespace may terminate this agreement without further obligation to the Producer or any third party, if the Producer:

1. fails to meet their obligations under this agreement;
2. incurs any expenses on Cinespace’s behalf without Cinespace’s express prior written consent;
3. breaches any obligations of this Agreement and fails to rectify the breach within ten business days of written notice being given by Cinespace.

11.4 Cinespace may terminate this agreement without further obligation to the Producer if Cinespace is no longer able to support the Residency program as an organisation for any reason (for example, if the organisation is wound down).

11.5 In the event that Cinespace terminates this Agreement by notice in writing to the Producer, then the Producer agrees to return the keys within 24 hours of receiving a notification, and that the Producer remains liable for any costs including for example insurance or repair costs on equipment, and acknowledgement of any production that was created with the support of the residency program are retained.

### 12. Indemnification

12.1 The Producer agrees to hold Cinespace indemnified from and against all actions, proceedings, claims, suits, liabilities, demands, losses, expenses, costs and damages incurred by the Producer in respect of or arising out of any breach of the law or non-performance of all or any obligations under this Agreement

12.2 Cinespace retains the right to remove its name from all association with the residence or Work, which must be enacted within 24 hours of notice including removal from all social media

### 13. Miscellaneous

13.1 Nothing in this agreement will be deemed to constitute a partnership, joint venture or agency between the parties.

13.2 This Agreement is governed and construed in accordance with the laws in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Victorian Courts.

13.3 In the event of any grievance, the Contractor shall write to the Cinespace committee via email or phone for consideration in the first instance for mediated support, prior to other external avenues for mediation, such as <https://www.volunteeringvictoria.org.au> or Arts Law Centre of Australia, and that mediation shall take place prior to any legal resources. Cinespace commitment is to provide a positive and well-supported environment for all stakeholders.

### 14. Variation

14.1 Any variation to this agreement must be made in writing by mutual written agreement of both parties.

By signing this letter you agree to be bound by the terms and conditions set out in this Agreement.

Signed on behalf of the Residency (The Producer):

x

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of Cinespace Inc.

x

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness by

x

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A - DEFINITIONS**

WORK means your film/production as approved on application for residency program

BUDGET means the breakdown of the Budgeted Cost as approved on application for residency program

CREDITS APPROVAL DATE means Monday 1st September 2014, means the date on which screen credits are to be delivered to the Cinespace’s Executive Producer at Cinespace (as a WORD document) for approval, by Cinespace’s Executive Producer.

DELIVERY DATE is the date Cinespace receives all delivery materials.

DISTRIBUTION EXPENSES means any and all costs or expenses incurred by Cinespace in connection with the distribution or exploitation of the Program.

INCOME in this contract is defined as broadcast fees, sales of the film, film festival fees and so on. Monetary prizes awarded to the film’s writer and/or director through film festivals and competitions, is not defined as income in the terms of this contract.

PRODUCTION SCHEDULE means the timetable at which the various steps of production are to be carried out for the Program set out in the schedule attached and approved by Cinespace’s Executive Producer.

PROJECT DEADLINES means all deadlines specified in the Production Schedule.

RECOUPMENT DAE means the date all monies are recouped to Cinespace pursuant to paragraph G.1.

RIGHTS means the exclusive right to exploit the Program by any manner or means in any media throughout the world.

SCRIPT means the script for the Program approved by Cinespace.

UNDERLYING WORKS means as set out in paragraph E.1.

For the avoidance of doubt in this letter “you” means The Producer and “us”, “we”, or “Cinespace ” means Cinespace Incorporated.