RESEARCHER’S AGREEMENT

**Between** *(insert name of producer)* (ABN) of *(insert address)* (**Producer**)

**and** *(insert name of Researcher)* of *(insert address)* (**Researcher**)

In consideration of the Producer agreeing to pay the Researcher a fee of $ *(insert*

*amount)(*plus GST) (**Fee**), the Researcher:

1. will provide their services to conduct research for the *(insert draft number, eg second)* draft (**Draft**) of the script (**Script**) for the *(insert description eg cinematograph film, television series etc)* provisionally entitled *(insert title)* (**Film**), during the period from. . . . . . . . . . . . . . . . . to. . . . .

. . . . . . . . . . . . .20XX *(insert dates)* (**Services**);

1. acknowledges and agrees that the results and proceeds of the Services (including all research undertaken by the Researcher) will be owned by the Producer, and the Researcher hereby assigns those results and proceeds to the Producer (as a present assignment of present and future copyright);
2. acknowledges and agrees that the Producer is free to adapt, assign, license, dispose of or otherwise deal with the Script, and the results and proceeds of the Services (including the research undertaken by the Researcher);
3. agrees that the Fee will be paid in the following instalments:

(a) $.......................................*(insert amount)* (plus GST) on *(insert*

*date);* and

(b) $......................................*(insert amount)* (plus GST) on *(insert*

*date);*

1. to the extent that the Researcher has moral rights in the Script, the Researcher hereby consents to material alterations to the Script by the Producer (or its assignees or licensees) for the purposes of developing the Script and producing and marketing the Film, including by:
   1. editing the Film to meet television time slots;
   2. incorporating advertisements into the Film to be broadcast on television or transmitted on a diffusion service;
   3. meeting the legal requirements of broadcasting authorities;
   4. ensuring that the Film meets any legal requirements or classification requirements or to avoid a breach of law;
   5. making foreign language versions by way of dubbing or subtitling the Film;
   6. making in-flight and/or on-board versions of the Film;
   7. using excerpts of the Film for the purpose of promotion of the Film including by way of teasers and advertisements; and
   8. making non-interactive on-line versions of the Film;
2. will keep confidential all information acquired in the course of providing the Services, including the Draft and the Script;
3. will attend all meetings to discuss the Draft and the research undertaken by the Researcher, as reasonably requested by the Producer; and
4. warrants that the Researcher is authorised to enter into this Agreement, and that all of the Services will be original and will not infringe the rights of any third party.

**Dated**: . . . . . . . . . . . . . . . . . . . . . . . . . .

**Executed and agreed by:**

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Researcher, *(insert name)* Independent Witness**

Signed and Agreed by:

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**Producer, *(insert name)* Independent Witness**