SCRIPT CONSULTANT’S AGREEMENT

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

**and** *(insert name of Script Consultant)* of *(insert address)* (**Script Consultant**)

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

*amount)(*plus GST) (**Fee**), the Script Consultant:

1. will provide their services as the Script Consultant on 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 will by owned by the Producer, and the Script Consultant 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;
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 Script Consultant has moral rights in the Script, the Script Consultant 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 online 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, as reasonably requested by the Producer;
4. will complete a typewritten report on the Draft and deliver it to the Producer by . . . . . . . . . . . . . .

. . . *(insert date)*; and

9 warrants that the Script Consultant 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:**

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

**Script Consultant, *(insert name)***

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

**Independent Witness**

Signed and Agreed by:

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

**Producer, *(insert name)***

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

**Independent Witness**