**SALES COLLABORATION AGREEMENT**

Agreement made this day of 200

BETWEEN (“ ”)

AND (“ ”)

(hereinafter referred to as the “Parties”)

**BACKGROUND**

The Parties are about to write in collaboration [ ] (note: describe the work eg. an original story, treatment, screenplay) hereinafter referred to as the “Work” and seek to establish and clarify all their rights and obligations in and to the Work.

In consideration of the execution of this Agreement, and the undertakings of the Parties as provided in this Agreement, it is agreed as follows:

1. **Joint Ownership.** The Parties shall collaborate in the writing of the Work and upon completion of it shall be the joint owners of the Work.
2. **Elements of Work.** The Work is considered to consist of the following elements:

[ ] *(note: list the elements to be undertaken eg. treatment, scene breakdown, script, series bible etc)*

1. **Date of Completion.**  It is contemplated that the Work will be completed by no later than [ ] provided, however, that failure to complete the Work by such date shall not be construed as a breach of this Agreement by either Party.
2. **Work to be Completed Collaboratively.**  The Parties intend to complete the Work collaboratively, without the input of other Parties and without external development funding.
3. **Intention.** The Parties intend to undertake the following actions in relation to the completed Work: [ ] *(note: list the activities the Parties will do with the Work eg. pitch it to certain producers or in certain markets, apply for funding to listed funders etc)*
4. **Withdrawal or Departure by One Party.** If, prior to the completion of the Work, one Party voluntarily withdraws from the collaboration, or terminates the Agreement or either party dies or suffers a disability that will prevent completion of his or her respective portion of the Work, the other party shall have the right to complete that portion or to hire a third Party to complete that portion and shall adjust the authorship credit to reflect the revised authorship arrangements. In such event the percentage of ownership will be calculated based on the amount of the Work completed at that time, as follows: [ ] *(note: in the case of a Work that involves multiple elements the Parties should agree that certain elements constitute various percentages of the total eg. a treatment might constitute 50% and a script 50% - if the treatment is finished and the script half-finished when one party withdraws then the work would be considered 75% complete – both parties would take 37.5% ownership of that work and the party who completes the work would take the extra 25% from the finished script).*

The active party shall have the sole power to license and contract with respect to the Work, and approval of the personal representative, heirs, or conservator of the deceased or disabled party shall not be required. If all parties are deceased, the respective heirs or personal representatives shall take the place of the Parties for all purposes. The non-participating Party shall receive payments pursuant to this clause pro rata to the proportion of his or her work completed.

1. **Equal Collaboration.** Both Parties will be considered to have collaborated equally on all elements. It is both Parties’ responsibility to share the workload fairly and in good faith.
2. **Parties to Retain Rights.** Both Parties will exit the collaboration retaining the rights to the properties they brought to the collaboration. [ ] *(note: here it may be useful for the Parties to list any personal work similar to the Work)*

1. **Termination.** Either of the Parties may terminate this agreement at any time for any reason. Such termination to be in writing and signed by the Parties.
2. **Copyright.** Both Parties agree that the Work shall be copyrighted in both their names, and that upon completion of the Work it is their intention that their respective contributions shall be merged into a joint work with a jointly owned copyright. If either Party does not complete their portion of the Work, the nature of copyright ownership shall be governed by Clause 6.
3. **Sequels.** It is further agreed that rights in characters, titles, and similar ongoing rights shall be owned by both Parties who shall both participate in any sequels under the terms of this Agreement. A sequel is defined as a work closely related to the Work in that it is derived from the subject matter of the Work, is similar in style and format to the Work, and is directed toward the same audience as that for the Work. Material of any and all kinds developed or obtained in the course of creating the work shall be jointly owned.
4. **Warranty and Indemnity.** Both Parties warrant and represent to the other that the respective contributions of each to the Work are original (or that appropriate releases have been obtained) and do not defame or otherwise violate any right of any person or entity, including but not limited to rights of copyright or privacy. Both Parties indemnify and hold the other harmless from and against any and all claims, actions, liability, damages, costs, and expenses, including reasonable legal fees and expenses, incurred by the other as a result of the breach of such warranties, representations, and undertakings.
5. **Assignment.** This Agreement shall not be assignable by either Party hereto, provided, however, that after completion of the Work, either party may assign the right to receive money pursuant to this Agreement by giving written notice to the other party.
6. **Written Consent.** Neither Party shall sell, authorise the sale of, or otherwise voluntarily dispose of the Work, or his or her share of the Work, without the written consent of the other Party, such consent not to be unreasonably withheld.
7. **Credits.**  All copies of the work, any contract for the sale or other disposition or use of the Work, where the work has been completed by the Parties in accordance with this Agreement, shall require that the writing credit be given to the Parties in the following manner: [ ]

(note: the appropriate credit should be specified here)

1. **Expenses.** All reasonable expenses of any kind which are incurred by either or both of the Parties in connection with the writing, registration, sale or other use of the Work shall be shared jointly (OR, if the work is not completed collaboratively, divided in accordance with the percentages described in Clause 6). However, neither Party is to incur expenses of more than[ ] per calendar month without the written consent of the other Party.
2. **Distribution of Income.** All money or other value derived from the sale or other disposition or use of the Work shall be applied as follows:
	1. In payment of any expenses or reimbursement of either Party for expenses paid in connection with the Work.
	2. In payment to the Parties in the proportion of their ownership.
3. **Joint Compensation.** Should the Work be sold or otherwise disposed of and the Parties employed jointly to further develop the Work or provide other writing services in relation to the Work, the total compensation provided for in such employment agreement shall be shared by them jointly.

1. **Unavailability.**  If either Party is unavailable for the purposes of the employment referred to in clause 18, then the Party who is available shall be permitted to do such work and shall be entitled to the full amount of compensation in connection therewith.
2. **Use of Work.**  If either Party wishes to use the Work, any part of the Work or any right in the Work, the Party desiring to do so shall notify the other Party of the fact and shall give the other Party the opportunity to participate in the venture in the proportion of such other Party’s interest in the Work. If such other Party is unwilling to participate in such venture, the Party wishing to proceed shall be required to pay such other Party an amount equal to the fair market value of the Work, part of the Work or right.
3. **Creative Control.** No one party has creative control over the work. Creative disputes will be resolved by discussion or arbitration.
4. **Term.** The term for this Agreement shall be the duration of the copyright, plus any renewals or extensions thereof.
5. **Independent Parties.** The parties to this Agreement are independent of one another, and nothing contained in this Agreement shall make a partnership or joint venture between them.
6. **Infringement.** In the event of an infringement of the Work, the Parties shall have the right to sue jointly for the infringement and, after deducting the expenses of bringing suit, to share in any recovery 50/50. If either party chooses not to join in the suit, the other party may proceed and, after deducting all the expenses of bringing the suit, any recovery shall be shared between the parties 50/50.
7. **Disputes.** If any dispute arises concerning the interpretation or application of this Agreement, or the rights or liabilities of the Parties, such dispute shall be submitted to the New Zealand Writers Guild for arbitration and the determination of the Guild as to all such matters shall be conclusive and binding upon the Parties.
8. **Miscellaneous.**
	1. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties.
	2. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives.
	3. Each party shall do all acts and sign all documents required to effect this Agreement.
	4. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
	5. This Agreement shall be governed by the laws of New Zealand and Australia.

SIGNED BY THE PARTIES

Signed by Signed by

in the presence of: in the presence of:

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Signature of Witness Signature of Witness

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