

Updated: 2018

Advertising Production Agreement

Production Insurance Briefing Specification (PIBS) Part 1

**This version for use when Agency is providing
Commercial Producers Indemnity (“CPI”)
insurance**

(Agencies must check that the terms of this document are suitable for their particular CPI insurance agency-wrap requirements before use.)

A collaboration between:



A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Introduction

The Agency should complete and send this Production Insurance Briefing Specification ("PIBS") and the script of the Film to production companies it wishes to pitch to produce the Film(s). When the Agency has decided which of them it wishes to appoint, it should notify that production company by purchase order, or by any other form of written confirmation (including email) to signify that it accepts that production company's offer to produce the Film. The final, completed PIBS (which forms Part 1) together with the attached Contract Terms (which form Part 2), the Budget, script of and treatment for the Film, shall form the Agreement between them.

Any variations or additional information or terms to be included as part of the Agreement must be in writing and signed by both parties, for example, by using the space provided at section J.

Confidentiality of this PIBS

Both parties agree that all details of the production and the contents of this PIBS are highly confidential. Neither party shall disclose any Confidential Information (including such details and contents) to any third party other than to their own trade associations, legal advisors and their respective insurance brokers who need to know it for the purpose of advising on or arranging insurance cover (as applicable) for the Production, and the Agency's client. Both parties shall use measures at least as secure as they apply to their own confidential information in order to maintain the security and confidentiality of the Confidential Information.

Definitions

Capitalised terms used in this PIBS and the Contract Terms shall have the meanings given to them below:

Agency – means the agency set out below.

Agency Deliverables – means all people and items to be provided by the Agency under this Agreement such as, by way of example only, key personnel, artists, extras, Agency props, Agency wardrobe and product, as set out in this PIBS.

Agency Materials – means any documents, copy, software, artwork, logos, Intellectual Property Rights and any other materials or information owned by or licensed to the Agency or the Client which are provided to the Production Company and/or its representatives by the Agency.

Agency Representative – means the individual named in the PIBS who has responsibility on behalf of the Agency to liaise with the Key Individuals and to take decisions on behalf of the Agency.

Agreement – means the production agreement between the parties for the production of the Film, comprising this PIBS, the Budget, the script and treatment for the Film and the Contract Terms.

Budget – means the itemised list of expenditure provided by the Production Company and agreed in writing by the Agency setting out the total costs of the Production.

Charges – means the total costs payable to the Production Company in accordance with the Budget as set out in the Contract Terms.

Client – means the client of the Agency set out below whose goods, services, business and/or brand are to be promoted by the Film.

Commencement Date – means the date set out in the PIBS on which the Production Company is to commence the Production.

Completion Date – means the date set out in the Contract Terms by which the production of the Film is to be completed.

Confidential Information – means: (i) all information regarding the disclosing party and its group companies (and, where the Agency is the "disclosing" party, "Confidential Information" shall include all information in respect of the Client); (ii) all information of the disclosing party which the recipient ought reasonably to expect to be confidential, including all information which the recipient has been informed is confidential and any document marked "Confidential"; (iii) all information relating to the business, business plans or affairs, designs, concepts, or marketing and sales information of the disclosing party; (iv) the existence and content of this Agreement; and (v) the Production, the Film, the Product/Campaign Name/Brand (as set out in the PIBS) and the existence of the Shoot (each of which shall be deemed the Confidential Information of the Agency).

Contract Terms – means the attached terms and conditions which form Part 2 of this Agreement.

Deliverables – means Agency Deliverables, Production Company Deliverables and Film Deliverables.

Director – means the director of the Film appointed by the Production Company as named in this PIBS (including any successor).

Extra Charge Authorisation Form – means a form completed by the Production Company and to be agreed by the Agency, setting out any additional fees payable in addition to the Charges, as more particularly described in clause 7.3 of the Contract Terms.

Film – means the film(s) specified in section A) below in this PIBS, to be produced by the Production Company for use by the Agency and the Client.

Film Deliverable – means any audio-visual content, including rushes, in negative, digital and/or any other formats, and any other material which is to be produced by the Production Company as part of the Production and provided to the Agency, including the Film.

Force Majeure Event – means any act, event, omission or accident beyond a party's reasonable control and in respect of which, for the purposes of this Agreement, it is not reasonably possible to obtain insurance cover, including by way of example only, strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of the parties to this Agreement), civil commotion, riot, invasion, war, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Intellectual Property Rights or IPRs – means the following rights, wherever in the world enforceable, including all reversions and renewals and all applications for registration: any patents or patent applications; any trade marks (whether or not registered); inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; copyright or design rights (whether registered or unregistered); database rights; any goodwill in any trade or service name, trading style or get-up; and any and all other intellectual or proprietary rights.

Key Individuals – means the Director and the Producer of the Film.

PIBS – means this completed production insurance briefing specification signed by both parties which forms Part 1 of the Agreement (including any addition or variation authorised pursuant to the Agreement).

Producer – means the producer of the Film appointed by the Production Company as named in this PIBS (including any successor).

Production – means the supply of all Production Company Deliverables and Film Deliverables by the Production Company under this Agreement.

Production Company – means the production company entering into the Agreement, the details of which are set out below in this PIBS.

Production Company Deliverables – means all people and items to be provided by the Production Company under this Agreement such as, by way of example only, key personnel, facilities, equipment, animals, props, sets and wardrobe as set out in this PIBS.

Shoot – means filming of the Film (or part of it).

Shoot Date – means the date(s) set out in this PIBS or the Contract Terms on which filming of the Film is to take place.

Specification – means any specification or requirement made known by the Agency to the Production Company as set out in this Agreement or otherwise agreed by the parties.

Storage Mechanism – means the device, including by way of example, hard drive, on which the Film Deliverables are to be stored.

Term – means the duration of the Agreement as set out in clause 2 of the Contract Terms.

Weather Day – means an unscheduled day on which a Shoot takes place because it has not been possible to complete filming on a scheduled Shoot Date due to unsuitable weather.

A: General Information

Insert full registered name and Address of Advertising Agency

Leo Burnett London, 40 Chancery Lane, WC2A 1JA

Telephone

07946 430 636

Agency Producer – (include name and email address).

Anna Cartwright | anna.cartwright@leoburnett.co.uk

Art Director

Gareth Butters

Copy Writer

Gareth Butters

Creative Director

Kim Gill and Gareth Butters

Insert full registered name and address of Production Company

Partizan 19-23 KINGSLAND ROAD LONDON E2 8AA UNITED KINGDOM

Telephone

+ 44 7815 850839

Production Company Producer – (include name and email address).

TBC

Director

Michael Gracey

The Production Company shall provide a quote for the production of the attached script(s)/storyboard(s),

then produce the Film in accordance with this Agreement, including the script(s), treatment(s) and storyboard(s) attached.

Dated : 12 August 2024

Client

Morrisons

Campaign/Brand/Product – (leave enough room for multiple products, e.g. if it's for a client that needs 6 ads each with a different product).

Morrisons Christmas 2024 'The Greatest Show at Home'

Title of Film(s) – (leave enough room for titles of multiple scripts).

The Greatest Show at Home

Length(s)

60 & 40

No. of version(s)

Define versions e.g. International, cut downs, dealer endings etc.

2

Format in which Film will be shot – (E.g. HD, 35mm, 16mm etc. - Insert all relevant info).

HD

Media in which Film will be broadcast or otherwise published – E.g. TV, Cinema, Online, VOD, social media, mobile, OOH etc. (This is for information purposes so that Production Company is aware of intended media prior to Shoot in case that will affect how the Film is shot. The Production Company's obligations for the Film Deliverables are as set out in the ratio and frame rate sections below).

Tv, Cinema, Online, Social, Mobile.

Agency to tick one of the following:

Complete to:

Rushes only Director's Cut Agency Approved Cut Client Approved Cut Master

Director's attendance to:

Rushes only Director's Cut Agency Approved Cut Client Approved Cut Master

Agency to select one of the following: Ratio required - E.g. 16:9; 14:9; 4:3; 1:1 (e.g. Facebook/Instagram); 9:16 (e.g. Facebook/Snapchat)
Insert all relevant info and/or other technical requirements

16:9

Frame rate required - E.g. 25FPS (Pal), or 29.97FPS (NTSC if US is primary market).

25 FPS

Proposed Live/Air Dates for all Film Deliverables:

TV	Cinema	Online	Social Media	OOH
4th November 2024			1st November 2024	

Proposed Confirmation Date of Production Company estimate:

19th August 2024

Proposed Shoot Date(s):

24th, 25th, 26th & 27th September 2024

The delivery date for the Rushes, Director's Cut, Agency Approved Cut, Client Approved Cut or Master (tick one) on which the Production Company is contracted to deliver, is:

Rushes	Director's Cut	Agency Approved Cut	Client Approved Cut	Master
27th September 2024	30th September 2024	2nd October 2024	4th October 2024	30th October 2024

Proposed Completion Date of Production – (Be aware that if multiple media is required, the completion dates may well be different - i.e. stills may be needed earlier etc.)

4th November 2024

Any other – (insert date and provide details)

Number of Companies Quoting

3

Is Agency in-house production pitching?

Yes No

Production Company must use all due diligence to ensure that there are no existing or potential difficulties with the proposed Shoot Date(s) (such as, by way of example only, unavailability of the Director) and must notify the Agency immediately on becoming aware of any such difficulties.

B: Insurance See clause 16 of Contract Terms

(Prior to entering into this Agreement, the Agency and Production Company should discuss their insurance requirements with their brokers. The paragraphs below in this section B, together with the checklist at section I, are intended to assist the parties in ensuring that each will be responsible for, and will obtain, adequate insurance cover in respect of the obligations and risks which they agree to assume under this Agreement. Clause 16 of the Contract Terms obliges the parties to obtain adequate insurance, including by reference to this PIBS).

1. Wrap Insurance

Commercial Producers Indemnity (CPI) insurance will be obtained by the Agency in the joint names of the Agency and the Production Company.

2. Non-appearance Insurance

- A Non-appearance of Production Company Deliverables will be the responsibility of, and insured by, the Agency unless otherwise specified in this Agreement.
- B Non-appearance of Agency Deliverables will be the responsibility of, and insured by, the Agency unless otherwise specified in this Agreement.

3. Employer's Liability Insurance and Workers Compensation

- A The Production Company must ensure that its public and employer's liability insurance cover makes sufficient provision for all artists whilst under its directorial control.

(Clause 16 of the Contract Terms requires that the minimum limit of indemnity insured for Employer's Liability / Workers Compensation should be £10 million and that the minimum limit of indemnity insured for Public Liability should be £5 million (unless otherwise agreed). Production Company should speak to their brokers regarding the legal requirements in countries outside the UK).

- B Local insurance of non-UK domiciled artists will be the responsibility of the:

Tick One

Agency

Production Company

Insert other if different

N/A

- (i) If Agency is employer of record, it is not always possible for the Production Company to insure local artists).
(ii) The Production Company will usually ask its local facility company to arrange insurance for overseas shoots, but if the Agency is the employer of record, this might not be possible).
(iii) Parties should check whether relevant territory provides state insurance).

Will the Production Company (or its local facility company) note the interest of the Agency on its local crew policy for overseas shoots?

Yes

No

Will the Production Company (or its local facility company) include, where relevant, local artists and crew on that policy?

Yes

No

- (iv) Check with your brokers as sharing a policy may be cheaper than taking out separate policies).

4. Commercial Producers Indemnity Insurance See clause 16 of Contract Terms

The Agency's CPI insurance policies must include additional cover in respect of producer's indemnity costs, negatives and materials insurance, cast fees and other extra costs over and above the Budget as listed below. These should be full re-shoot costs:

(Agency needs to be satisfied that any additional expenses, over and above the Budget, will be included in the Agency's CPI insurance cover. Example: if Production Company's budget is £100k, but Agency has paid a special artist £50k, that additional sum will not feature in the Production Company's budget that Agency shows to its CPI insurer. If something goes wrong and either party needs to claim, Agency's insurer will not pay out for the additional sum since it wasn't made aware of it. So the Agency should list additional sums for which it would need reimbursing below so that they are fully disclosed to the Agency's CPI insurer).

Agency to complete table below as accurately as possible

(Allow same rates for Agency and Client as director and producer if estimated costs are not specified).

Number of 'specially contracted' Featured Artists (Personalities).

@ a total of £

Number of Featured Artists	<input type="text" value="5"/>	@ estimated total BSFs of £	<input type="text" value="7500"/>
Number of Walk-Ons	<input type="text" value="16"/>	@ estimated total BSFs of £	<input type="text" value="£5600"/>
Number of Background Artists	<input type="text" value="20"/>	@ estimated total BSFs of £	<input type="text" value="£2800"/>
Number of Children	<input type="text" value="4"/>	@ estimated total BSFs of £	<input type="text" value="£760"/>
Number of Animals (engaged by Agency)	<input type="text"/>	@ estimated total fees of £	<input type="text"/>
Number of Agency & Client travel, accommodation & subsistence	<input type="text" value="12"/>	@ estimated total of £	<input type="text" value="£18,000"/>

5. Personal Accident Insurance &/or Travel Insurance

If personal accident insurance cover is to be acquired, the Agency will be responsible for insuring artists and performers and the Production Company will be responsible for insuring crew.

Is personal accident insurance required (either due to union agreements or otherwise)?

Yes

No

(Parties should consider taking out personal accident cover, in particular, for overseas shoots where risks can be greater, including, for example, for travel and emergency and medical expenses).

6. Film Deliverables Insurance See clauses 9 and 16 of Contract Terms

The Agency will be responsible for obtaining insurance cover for the safekeeping of the Film Deliverables (which includes negatives and digital formats of the Film) as set out in the Contract Terms, including clauses 9 and 16. (Any requirement for additional cover should be discussed between the parties and their brokers prior to Production Company's costs quote).

7. Vehicle Insurance (of product motor vehicles only) See clause 16 of Contract Terms

Tick if not applicable

Non-appearance before delivery of the product vehicle to the Production Company will be the responsibility of the Agency.

Non-appearance after delivery of the product vehicle to the Production Company will be the responsibility of the:

Agency

Production Company

All risk cover of the product vehicle before delivery to the Production Company will be the responsibility of the:

Agency

Production Company

All risk cover of the product vehicle after delivery to the Production Company will be the responsibility of the:

Agency

Production Company

Will the vehicle(s) be used on public roads?

Yes

No

Is the vehicle(s) licensed for road use?
(including private road use if required outside the UK).

Yes

No

Road Traffic Act third party liability insurance of the product vehicle
being driven be the responsibility of the:

Agency

Production
Company

Vehicle make/model	CC	Chassis no	Registration no. (if any)	Cover required £
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

8. All Risks Loss or Damage to Agency Props, Wardrobe and Product See clause 16 of Contract Terms

The Agency shall be responsible, and shall arrange insurance cover, for physical loss or damage to special props and wardrobe to be supplied by the Agency as follows: (if insufficient space, add separate sheet):

List product

Cover required

9. Insurance against delays arising from physical damage to external set builds/weather sensitive locations

A Will an external set build be required?

(Consider having insurance cover in place for both prior to and during the shoot. The consequence of a delayed set-build could be much more than a straight weather day (e.g. set re-build costs, plus several days shooting delay, plus Agency and talent costs).)

Yes

No

If "Yes", will the Agency's Commercial Producers Insurance policy cover all losses arising from weather damage to the external set build?

(If "Yes", the Agency should review the policy with its insurers to check it is sufficient).
(If "No", the Agency should discuss with its client and insurers whether to obtain separate/additional cover).

Yes

No

If "No" does the Agency require the Production Company to obtain a quote to insure against any additional production costs arising from delays caused by weather damage to any exterior set build?

Yes

No

If insurance is not secured, the Agency will be responsible for additional costs of delays due to weather damage to exterior set builds.

B Is the location weather sensitive?
(e.g. fields of ripening corn).

Yes

No

If "Yes", Production Company to provide information as to why they believe the location is weather sensitive.

10. Shoot Day Weather Insurance See clause 17 of Contract Terms

Is Weather Day insurance required?
(Consider whether wind will be a problem for model's hair or crane shots).

Yes

No

If "Yes", insurance for Weather Days will be the responsibility of the Agency (unless otherwise set out in this Agreement).
(Check the deadline for confirming weather insurance with your broker).
(Between 10 to 15 days confirmation of weather insurance prior to shooting should be allowed).
(Upon request the Production Company shall supply the Agency with an estimated cost of Weather Day(s)).

11. Terrorism Insurance

Is terrorism insurance required?

Yes

No

If 'Yes', who is responsible for obtaining cover?

Agency

Production Company

If 'Yes' or cover already in place, please provide key details of cover required/provided (e.g. threat of terrorism, types of loss etc.)

Coverage as per 'Production Company Producer's Manual' issued at quote stage.

12. Special Requirements Insurance

Agency shall increase the limit or scope of its insurance cover to include the following special requirements
(continue on a separate sheet if necessary) - (e.g. stunts/hazards, key props etc.)

C: Time Critical Information

What is the proposed on-air-date? 4th November 2023

1 Production Company to answer - Are the Director, key crew and the locations available for an immediate re-shoot if required? ✓ Yes No
 If "No", please discuss with Agency and insurance broker.

2 Agency to answer - Are the artists, products and locations (if being provided by Agency) available for an immediate re-shoot if required? X Yes No
 If "No", please discuss with Production Company and insurance broker.

(Any constraints on ability to delay original Shoot or arrange re-shoot days should be advised immediately to brokers).

D: Animation

All intellectual property rights in Film Deliverables are automatically assigned to the Agency, apart from animation, which the Agency has a licence to use in all audio/visual media and still PR media in perpetuity. If the Agency requires an assignment of IP in animation, or a licence to use animation other than in audio/visual media, complete this section.

1 Will any animation be included within the Film Deliverables? Yes X No

2 If the answer to 1. is 'Yes', does the Agency require an assignment of all Intellectual Property Rights in the animation (at a price to be agreed if relevant)? Yes No

3 If the answer to 2. is 'No' and the Agency requires a licence (at a price to be agreed if relevant) to use the animation in any non-audio-visual media as listed below, complete the following information box and/or go to question 4.

	1 yr	2 yrs	If other, please specify	UK	Europe	World	If other please specify
Press	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Posters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Direct Mail/POS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Packaging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotions (free or self-liquidating).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All advertising uses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other media	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please state other media	<input type="text"/>						

4 If the Agency requires a licence to use the animation in any media or for any purpose other than in audio/visual media or as described in 3. above, the parties will need to negotiate the media/purpose and set out the details in section J below.

E: Agency Approvals

In accordance with clause 5 of the Contract Terms the Production Company shall submit to the Agency for its approval:

Director's storyboard	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Director's treatment	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Casting/wardrobe	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Locations/set designs	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Model design/build	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Key animation stages: line tests, drawings	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Other (please specify):	<input type="text"/>			

(These are the items for approval noted in clause 5 of the Contract Terms. If there are likely to be more/different items requiring Agency approval or any dates required, they must be noted here).

F: Currency/Exchange Rates

<input checked="" type="checkbox"/>	Tick if not applicable		
1	Will the production be shot partly or wholly overseas?	<input type="checkbox"/>	Yes <input type="checkbox"/> No
2	Will the Production Company need to purchase foreign currency?	<input type="checkbox"/>	Yes <input type="checkbox"/> No
3	If answer to 2 is 'Yes', which foreign currency?	<input type="text"/>	
4	If answer to 2 is 'Yes', the Production Company must, when giving its Sterling quote for the cost of the Production, notify the Agency what percentage of the quote it expects to pay in foreign currency together with the exchange rate and the predicted Sterling cost of that percentage.	(Insert exchange rate and predicted cost). <input type="text"/>	

5] On acceptance by the Agency of the Production Company's offer to produce the Film, the Production Company should order the Foreign Currency on a 'Forward Exchange Contract' and notify the Agency of the final exchange rate and cost as at that date. It is this figure that will be included in the Budget as set out in the Contract Terms.

(Insert exchange rate and final cost. If there is a difference between Production Company's original quote and the final contract amount, it must notify Agency immediately so that Agency can notify Client. Responsibility is on Production Company to order currency at agreed rate).

6] Has any other method of handling foreign currency been agreed between the Agency and the Production Company?

Yes

No

If "Yes", please set out the details here.

G: Payments See clause 7 of Contract Terms

Standard Productions

For standard productions, the Production Company shall provide its first invoice to the Agency in respect of 50% of the Charges once the Production Company's offer to produce the Film has been confirmed in writing (including by email) by the Agency. Provided it is received in time by the Agency, such invoice shall be payable not later than seven days before: (Usually, Production Company will need 50% in advance to fund commencement of Production).

1st Shoot Date

Yes

No

1st Build Date

Yes

No

Other Date
(please specify).

50% of full budget – Paid by 13th September
25% of full budget – Paid by 20th September
25% of remaining budget – Paid by 16th October.

Fast-track Productions

For fast-track productions, whereby the Shoot must be completed within 21 days of the Agreement being signed by both parties, the Production Company shall provide its first invoice to the Agency in respect of 75% of the Charges once the Agreement is signed by both parties (or earlier if requested by the Agency). Provided it is received in time by the Agency, such invoice shall be payable not later than seven days after its receipt by the Agency.

It is a fundamental obligation of the Agency to pay that first invoice for a standard or fast track production by the date agreed.

Payment of Balance

After completion of the Production, including the supply of the Film in compliance with this Agreement, the remaining balance of the Charges (together with any additional charges which have been agreed in writing pursuant to an Extra Charge Authorisation Form or other written format) shall be payable within 30 days of receipt of invoice.

Overseas Shoots

For overseas Shoots and other Shoots in respect of which the Production Company must pay most of the costs of the Production prior to their completion, the paragraph in respect of Standard Productions (above) shall apply to the initial payment but the parties may agree different payment terms for the balance of the Charges (to be set out in section J below).

H: Showreels See clause 12.9 of Contract Terms.

Have all 3rd party rights been cleared (including, for example, rights in music) and Client consent granted, to enable the Production Company to use the Film (or part of it) for its own promotional purposes such as a show-reel?

Yes

No

If "Yes", are there any preconditions or restrictions on use by the Production Company?

Yes

No

If "Yes", please provide details here.

Directors cuts must be approved by agency and client.

If the Agency obtains perpetual and irrevocable licences to use artists, music and footage in commercials to promote Agency and Client usage, the Agency will also endeavour to obtain such licences for the Production Company.

The Production Company should check with the Agency whether or not licences have been agreed and should not assume that licences are extended to their suppliers.

I: Checklist See clause 16 of Contract Terms

The purpose of this checklist is to enable the parties to confirm which of them will be responsible for providing and paying for the items listed.

Please ensure this is completed accurately.

1	Location Recce	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
2	Casting no. of sessions required (insert amount below) 2	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
3	Artists Tests - Fees	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
4	Artists Fees - Featured (BSF)	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
5	Artists Fees - Background and Walk-ons	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
6	Artists Fees - Stand Ins	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
7	Artists Fees - Stunts (BSF only)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
8	Artists Fees - Voiceovers	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
9	Child Audition Fees	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
10	Child Artist Fees	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
11	Chaperone Fees	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
12	Hands Artist	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
13	Animals and Handlers	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A

14	Provision of Wardrobe (2 lines here as sometimes Agency may supply some key wardrobe whilst Production Company provides the rest).	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text"/>	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
15	Home Economist	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
16	Special Personnel	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
17	Artwork/Packs	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
18	Special Props	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
19	Stills	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
20	A - Travel to Location						
	Agency/Clients (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="12"/>	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Artists (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="26"/>	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	B - Travel from Location to Shoot						
	Agency/Clients (no. of)	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="12"/>	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Artists (no. of)	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="26"/>	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
21	Hotel						
	Agency/Clients (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="12"/>	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Artists (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="26"/>	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
22	Subsistence						
	Agency/Clients (no. of)	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="12"/>	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Artists (no. of)	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text" value="26"/>	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
23	Permits / Visas						
	Agency/Clients (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
	<input type="text"/>	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
	Artists (no. of)	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A
	<input type="text"/>	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A

24	Costs for EDL and Computamatch	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
25	Transfer and Playout Facilities	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
26	Safety Copies / Safety Digital Files	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A		
27	Sound Studio	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
28	Original Music Recording	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
29	Library Music Search	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A		
30	Sound Effects	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
31	Music Licence	<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
32	Singers Session Fees	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A		
33	Additional shooting for online/cinema etc.	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A		
34	Editor up to:			<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Avid cut	<input type="checkbox"/>							
	Agency approved cut	<input type="checkbox"/>							
	Client approved cut	<input checked="" type="checkbox"/>							
35	Special costing required for: (insert below)	<input type="text"/>							
36	International versions	<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input checked="" type="checkbox"/>	N/A		
37	Days, Rate and Overtime to be shown in quote	<input type="checkbox"/>	Agency	<input checked="" type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A		
38	Does Client require any items of wardrobe etc. after shoot?			<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Yes	<input checked="" type="checkbox"/>							
	No	<input type="checkbox"/>							
38	Post Production			<input checked="" type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	Yes	<input checked="" type="checkbox"/>							
	No	<input type="checkbox"/>							
40	Other additional requirements (please specify):			<input type="checkbox"/>	Agency	<input type="checkbox"/>	Production Company	<input type="checkbox"/>	N/A
	<input type="text"/>								

J: Additional Contractual Requirements

Insert here any amendments/variations. If necessary, please use additional pages.

- The Production Company is specifically engaged to provide, and is responsible for, Covid testing and health & safety services on the shoot;
- The Production Company must, in carrying out those services, comply with the most recent APA Covid 19 Shooting Guidelines and all relevant UK government Covid 19 guidance and laws;
- Those services shall include, by way of example only:
 - arranging Covid testing, in advance of the first shoot day, for all individuals due to participate in the shoot ("participant(s)");
 - ensuring that any participant who receives a positive Covid test, takes such precautions as required by law or government guidance, including immediately self-isolating where necessary;
 - immediately notifying the agency in the event that any participant receives a positive Covid test and advising what precautions it has taken in order to protect the affected participant and all other participants; and
 - implementing mitigation procedures in order to ensure that the shoot can continue with minimal disruption and minimal, if any, additional costs.

UK PROD COMPANIES:

Notwithstanding clause 1.2 of Part 2 of the Agreement between the Agency And Production Company clause 16.2. (ii) is deleted

EU PRODUCTION COMPANIES:

Notwithstanding clause 1.2 of Part 2 of the Agreement between the Agency and Production Company;

i. Clause 16.1. (i) (d) is deleted and restated: death or bodily injury to artists and other persons caused by or arising out of the negligence of the Agency (subject to section B.3. of the PIBS);

ii. Clause 16.1. (ii) (d) death or bodily injury to artists and other persons caused by or arising out of the negligence of the Production Company; is added.

Agency Approved Cut is defined as written approval by Agency Executive Creative Director.

The Production Company can allow an amount, calculated at a rate of 0.35% of their total production budget (net of all insurance costs), which should be shown as a separate line item within their overall budget to cover Professional Indemnity, Employers Liability and Personal Accident/Travel insurances.

Mark-up should not exceed 20%

Weather Days - 10% mark-up

Service Company's fees should not be marked-up by UK Production Company.

Service Company mark-up should not exceed 10%

When represented by a UK Production Company, Agency will not accept travel & accommodation costs incurred during pre/post production due to a Director being based outside the UK .

Should the Agency require alternative versions of the Commercial in addition to those contracted, the Agency would like to brief the Editing Company directly before the Editor is confirmed. Please inform the Producer of the preferred Editing Company at the earliest opportunity.

The filming of this commercial may itself be filmed by the agency or, with the agency's permission, a third party. This film of the filming of the commercial may be used commercially and may be broadcast on any medium including the internet. Please could you ensure that all production company contracted personnel are aware of this additional filming by stating it on the call sheet, and that they inform you specifically if they do not wish to be featured.

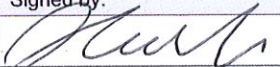
Still pictures used from the film or taken during the shoot and used will expressly not require a separate negotiation and their usage will be included as part of the production company quote.

Leo Burnett Ltd are Pro-Diversity and looking to find ways to draw people into the industry who have the talent don't have access. We would like Production Companies to considering hiring a runner, where possible from justrunners.uk on our productions.

The pitching production company should sign and return a copy of this PIBS, together with its quote, by:

(The Agency and Production Company should sign and date each version of the PIBS as their pre-contract discussions continue. When discussions are concluded and all details agreed, they should sign and date the final version of the PIBS together with the completed Contract Terms. It is this final version that will form part of the Agreement.)

Name:
Anna Cartwright

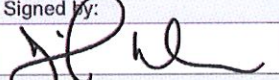
Signed by:


Authorised for and on behalf of the Agency

21/08/2024

DD/MM/YYYY

Name:
DANIEL WILSON

Signed by:


Authorised for and on behalf of the Production Company

21/08/24

DD/MM/YYYY