

# 2008 Directors Guild of America, Inc. Experimental Project Agreement

The following sets forth the terms of the agreement between \_\_\_\_\_  
(herein “the Producer”) and the Directors Guild of America, Inc. (“DGA”) with respect  
to the production of “\_\_\_\_\_” (herein “the  
Project”).

## A.) CONDITIONS PRECEDENT

- 1.) The purpose of the Project is to provide DGA members with experience or to serve as a “resume piece” for a Director.
- 2.) The Project is not intended for commercial release in any medium: which includes, but is not limited to, theaters, video-cassettes, free television, public television, pay television, cable or the internet except that the Project may be submitted for Academy of Motion Picture Arts and Sciences and Academy of Television Arts and Sciences Awards consideration and film festival entry.
- 3.) The total budget for the Project is no more than \$50,000.
- 4.) The running time of the Project, as edited, is no more than thirty (30) minutes.

## B.) TERMS

- 1.) The Producer recognizes the Directors Guild of America, Inc. as the collective bargaining representative of the following DGA members who are employed on the Project (check appropriate categories):

_____ Director	_____ Second Assistant Director
_____ Unit Production Manager	_____ Associate Director
_____ First Assistant Director	_____ Stage Manager

- 2.) The Producer will submit to the DGA a deal memorandum for each DGA-represented employee employed on the Project, prior to the employee's start date. The deal memorandum shall set forth, at least, the information contained in "Exhibit A" hereto.
- 3.) DGA members may work with non-members on the Project.
- 4.) Work performed on the Project shall not be deemed qualifying work for purposes of placement on the DGA Contract Administration Assistant Director and Unit Production Manager Qualification Lists.
- 5.) The Producer will abide by all applicable labor laws including child welfare laws, worker safety laws and industry safety rules.
- 6.) The Producer will maintain daily production reports, which contain sufficient information to allow calculation of payments, which may become due under the DGA's Basic Agreement of 2008 ("BA") or the DGA's Freelance Live and Tape Television Agreement of 2008 ("FLTTA"). (including without limitation: dates of production, locale, time of crew calls, time of company wraps, meal periods)
- 7a.) The Producer will give the DGA immediate notice if the actual direct costs of the Project are (or will be) in excess of \$50,000, the running time is more than 30 minutes, or the project will be released commercially, and the Producer and DGA will negotiate in good faith concerning compensation and other terms and conditions of employment for DGA-represented employees employed on the Project.
- 7b.) If the Producer and DGA do not reach an agreement within fifteen (15) days of such notice, or if the Producer fails to give such notice, the Producer will pay the DGA-represented employees employed on the Project no less than the applicable minimum compensation set forth in the DGA BA or FLTTA, and Pension, Health and Welfare contributions: thereon; and all other terms and conditions of employment set forth in the BA or FLTTA shall be applicable to the employment of the DGA-represented personnel.

- 7c.) The Producer agrees to provide any security, including giving a lien on the Project, that the DGA may require to secure payment of any compensation which may be owed.
  
- 8.) All grievances, disputes, or controversies over the interpretation or application of this Agreement or of any DGA member's personal services contract or deal memo shall be subject to grievance and arbitration under the rules set forth in the DGA BA and FLTTA.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Producer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Directors Guild of America, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_