

ARTS COUNCIL

14 GREAT PETER STREET
LONDON SW1P 3NQ

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Chairman
Peter Palumbo
Secretary-General
Anthony Everitt

Dear David Cunningham

Re: "Sixty Seconds x 60" ("The Work")

I write on behalf of the Arts Council of Great Britain ("the Arts Council") to record the terms agreed between us for the production of a one minute work provisionally entitled "Sixty Seconds x 60" ("the work") to be jointly funded by the Arts Council and The British Broadcasting Corporation ("the BBC").

1. You will produce the work in accordance with the script, budget and production schedule submitted to and approved by the Arts Council and the BBC, a copy of which is annexed hereto.
2. You will be wholly responsible for any overspend and the Arts Council shall have no obligation to contribute to such overspend. However, any underspend may be retained by you (excluding any unused contingencies) provided that the editorial representatives of the Arts Council are satisfied that such underspend has not been achieved by unjustified reduction in the cost of any budgeted item or any reduction in the production value of the work.
3. We will pay the agreed budget not exceeding £2,200 as follows on receipt of formal invoices:

A first payment of £1,530 on signing of this agreement.

A second payment of £670 on completion and delivery to the Arts Council of the work, final accounts and invoices and a full music cue sheet listing each musical work and name of the author, composer and publisher, the timing of the work and a description of its use i.e. whether it is background or visual instrumental or vocal.
4. You will keep the Arts Council fully informed of the progress of the production and and arrange rough cut/offline edit and/or fine cut/on-line edit viewings of the work with representatives of the Arts Council and the BBC through Juliet McKoen, the Production Consultant.

5. The cashflow installments will be discontinued at the discretion of the Arts Council should the work fail at any stage to comply with the approved description, appear to be financially out of control, be of poor technical standard or if the Arts Council or the BBC fail to approve the work at the viewing meetings listed in clause 4.
6. Completion date of the work will be 1st March 1991 unless otherwise agreed in writing by the Arts Council. Upon formal notification of completion to the Arts Council you must supply a brief synopsis, full credit list, copies of completed production contracts as supplied to you by the Production Consultant and publicity stills, preferably black and white and colour.
7. The copyright in and ownership of the work including all unused takes and other material arising out of the making of the work shall belong to you.
8. Any front title and end credit must be submitted to and approved by Juliet McKoen, the Production Consultant, prior to incorporating in the work. If the work requires a front title this shall be a single card giving the name of the work on a neutral background. The end credits shall consist of a single card carrying the copyright notice and a handwritten facsimile of the film/videomaker's signature on a neutral background. This should be followed by another single card bearing the following acknowledgement on a neutral background "Made with funding from the Arts Council and the BBC's "The Late Show." Neither front nor end credits should be integral to the work so that the BBC may at its discretion remove the title and end credits for the purposes of packaging the work for transmission.
9. The BBC shall have the sole and exclusive right to make 2 UK Television transmissions of the completed work for a period of 2 years commencing the date of delivery of the completed work to the BBC. In the event of the BBC not exercising its right within such period then the UK broadcast rights in the work shall revert to you.
10. The Arts Council shall have the first option to act as exclusive agents for distribution of the work in all media including theatric and and television throughout the world (excluding UK television broadcast rights) upon terms to be mutually agreed between you and the Arts Council.

- 11. You will allow the Arts Council to take a low-band Umatic videotape copy of the completed work for their archives.
- 12. Insurance provision for Employers Liability, Public Liability, Equipment Cover and All Risks Video and Film Negative has been made through the Arts Council who will be responsible for the premium.

Please countersign and return one copy of this letter to confirm your agreement to the above terms.

Yours sincerely,

Rodney Wilson
For and on behalf of the Arts Council of Great Britain

Date.....

Name.....

Date

Agreed and accepted the terms and conditions of this letter Agreement.

Date

11 You will keep the Arts Council fully informed of the progress of the production and and arrange rough cut/office edit and/or fine cut/on-line edit viewings of the edit with representatives of the Arts Council and the BBC through Juliet Nelson, the Production Consultant.

