**Standard contractual clauses governing the allocation of CNC financial aids**

The SACD is a signatory, along with other scriptwriters' and directors' organizations, of two agreements establishing standard clauses ensuring respect for copyright, with the audiovisual producers' unions on the one hand and with the film producers' unions on the other.

Pursuant to Article L. 311-5 of the Code du Cinéma et de l'Image Animée (Film and Moving Image Code), the granting of financial aid by the Centre National du Cinéma et de l'Image Animée (CNC – National Film and Moving Image Centre) is subject to the inclusion in the contracts entered into with the authors of cinematographic and audiovisual works, forwarded in support of an application for aid, of standard clauses ensuring the respect of the moral rightsrecognized to authors under Articles L. 121-1 and L. 121-5 of the Code de la Propriété Intellectuelle (French Intellectual Property Code) and of the principles set forth in Articles L. 131-4 and L. 132-25 of the same Code relating to the determination of their remuneration.

By way of derogation, the CNC may also grant financial aid when the applicant establishes that the author with whom the contract forwarded in support of the application for aid is entered into is a foreign author domiciled outside French territory and that this author is subject to regulations that are incompatible with the inclusion of standard clauses ensuring compliance with the provisions and principles referred to in the previous paragraph.

In this context, the purpose of the negotiated agreements is to establish standard clauses whose content must be included, save abovementioned derogation, in each contract entered into for the production of a work for which financial aid from the CNC is requested.

Contracts may specify the terms and conditions of implementation of these clauses, in compliance with the principles they establish, if necessary by reference to other professional agreements entered into between the representative organizations of producers on the one hand and the collective management organizations or the professional authors' organizations on the other hand.

**Standard clauses to ensure respect for the authors’ moral rights**

The standard clauses to be included in audiovisual production contracts concerning the moral rights recognized to authors by Articles L. 121-1 and L. 121-5 of the Intellectual Property Code are the following:

**“Right to respect for the name and authorship of the author**

“The producer respects and ensures the respect of the author's right to authorship resulting from the provisions of article L. 121-1 of the Intellectual Property Code.”

“As such, the producer shall ensure that the name and authorship of the author appear in particular in the credits of the work as well as, when material conditions permit and in accordance with the terms and conditions of this contract, on other exploitation and promotional media.”

**“Establishment of the final version of the work**

“The work is deemed completed when the final version has been established by common accord between the director on the one hand and the producer on the other, unless, where applicable, a stipulation, in accordance with Article L. 121-5 of the Intellectual Property Code, provides for the agreement of other co-authors.”

“Any persistent disagreement between the director and the producer shall in no case render this essential provision null and void.” *[film agreement]*

**“Right to the respect of the work**

“The producer respects and ensures the integrity of the work in accordance with the provisions of Articles L. 121-1 and L. 121-5 of the Intellectual Property Code.”

“In this regard notably, the matrix of the final version of the work may not be destroyed. Any modification of the final version requires the agreement of the director or, as the case may be, of the co-authors, and any transfer of the work to another type of medium with a view to another mode of exploitation requires the prior consultation of the director.”

**Standard clauses to ensure compliance with the principles for determining authors' remuneration**

The standard clauses to be included in audiovisual production contracts with regard to the principles set out in Articles L. 131-4 and L. 132-25 of the Intellectual Property Code are as follows:

“Apart from the cases listed exhaustively in Article L. 131-4 of the Intellectual Property Code, the transfer of rights includes for the benefit of the author a proportional share of the revenue from the sale or exploitation of the work.“

“In accordance with article L. 132-25 of the same Code, the remuneration of authors is due for each mode of exploitation in consideration for the rights transferred to the producer:

"– For exploitation in cinema theatres, it is paid by the producer and is proportional to the price paid by the public to receive communication of the work, taking into account any discounted rates granted by the distributor to the exhibitor;

“– For Transactional VOD, it is paid by the producer or, as mentioned in the agreement between authors and producers of audiovisual works relating to the transparency of author-producer relations and the remuneration of authors of July 6, 2017 and recalled in Appendix 1 of this contract, by the Collective Management Organization (CMO); it is proportional to the price paid by the public to receive communication of the work;

“– For the other modes of exploitation, it is paid under the conditions provided for in this contract by the producer or by the CMO of which the author is a member for the modes of exploitation and the territories for which the said author has entrusted it with the management.

“The remuneration must be in accordance with professional agreements relating to the remuneration of authors made mandatory by law.”

**No conflict of provisions**

Contracts between producers and authors may not contain clauses or undertakings contrary to the standard clauses set out in the agreements. No rider or supplementary letter to the contract may contravene them either.