

# FILM, TELEVISION AND VIDEO FILMING AGREEMENT

## 2021–2023

Valid: 2021-01-01 – 2023-05-31

| 4 | Medieföretagen





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# NATIONAL AGREEMENT

Valid 01/01/2021–31/05/2023

Parties Swedish Media Industries Employer Association  
Swedish Union for Performing Arts and Film

Concerns Artists (actors, singers, dancers, performers), directors, assistant directors, choreographers, set designers, costume designers, cinematographers, production managers, lighting engineers, sound engineers, animators, film editors, editors, unit managers, makeup assistants, makeup artists, wig makers, electricians, set dressers, continuity persons, scenery painters, costume assistants, prop masters and assistants or equivalent positions employed in productions for film, television and/or other technical platforms.

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## GENERAL PROVISIONS

The Parties undertake to promote the application of the provisions of the Agreement also to productions which take place in full or in part without the participation of members of the contracting organisations. The original Swedish wording of the conditions in the agreement shall prevail.

### 1 Employment

#### 1

Employment under this Agreement must ordinarily be governed by a written contract before the start of the employment. The contract forms on which the Parties have reached specific agreement should apply.

The producer must disclose the nature of the production to which the offer applies and the nature of the commitment. Where appropriate, the intention of the producer to create different versions in accordance with clause 44, sub-clause 9, must also be indicated.

#### 2

The provisions of the contract of employment must in no way entail a deterioration in the benefits of the staff member under this Agreement.

### **3**

Employment refers to a certain specific task (certain specific tasks) or applies for a certain period of time.

### **4**

Employment may also be entered into as a substitute or for internship work.

### **5**

The Swedish Union for Performing Arts and Film has the right to obtain from the producer information about who has been employed and their periods of employment.

### **6**

The employment ends at the end of the contract term or when the task (tasks) has (have) been completed, unless agreed otherwise.

### **7**

The provision on termination of the employment included in the contract of employment counts as notice under the Swedish Employment Protection Act.

### **8**

The Parties agree not to apply the conversion rule, the priority rules or the rules on preferential rights to new employment in Sections 5a, 22 and 25-27 of the Swedish Employment Protection Act.

## **2 General obligations**

### **1**

The validity of the contract of employment under this Agreement assumes that, when the contract is signed, the employee has no reason to believe that there is or may be any impediment to the performance of the contract.

### **2**

The participant is obliged to follow the instructions and rules of conduct issued by the producer for the performance of the work, unless they appear to be offensive, risky or contrary to this Agreement or good practice in terms of working conditions.

In the event of illness and accident, the participant must immediately notify the producer. If the producer so requests, the employee must verify the reason for their absence with a medical certificate. The cost of such a certificate is paid by the producer.

### **3**

The participant must accept that the producer is entitled to choose the time for publication of news material about the production.

### **4**

The participant is obliged to ensure that the producer has their latest contact details (address, telephone number) during the contract term.

It is assumed that, during the period of employment, the participant will not, without prior agreement with the producer, undertake any travel which may entail a risk of disruption to the production.

### **5**

At the staff meeting prior to filming, the producer must specify the contact for trade union issues and health and safety issues.

### **Remuneration for trade union work**

Trade union work and the necessary training for such work should take place outside working hours, and are not included in working hours according to the collective agreement or the Swedish Working Hours Act.

Film productions employing at least seven freelance employees under this Agreement must, to cover the costs which, under the Swedish Act on Union Representatives at the Workplace, would have been the responsibility of the producer, instead pay an amount of 0.2% of the freelance employees' pay to the Swedish Union for Performing Arts and Film for further distribution.

The amount must be paid to the Swedish Union for Performing Arts and Film no later than 28 February of the year following the end of the film project, unless agreed otherwise with the producer concerned and the Swedish Union for Performing Arts and Film. Documentation for remuneration paid must be submitted in writing to the Swedish Union for Performing Arts and Film at the same time as payment.

Further guidelines are set out in Appendix 3.

## **3 Cancelled production and breach of contract**

### **1**

Should the production for which the participant has been employed not take place, the producer has the right to cancel the contract on payment of remuneration. Notice of cancellation of the production must reach the participant no later than seven calendar weeks before the start of the employment. In this case, 12% of the fee is paid.



If the producer cancels the contract after this time, an additional 12% of the fee will be paid for each subsequent full calendar week until notice of termination is given.

If the participant is able to document that they have lost income from another employer during the production period, the producer is liable to pay the difference between the above 12% and what the participant has lost. However, remuneration is paid at no more than 1/21 per day of a monthly salary of *SEK 50,355 from 25/01/2021 and SEK 51,423 from 01/06/2022*. The compensation, including the above 12%, may never exceed an amount equivalent to three monthly salary payments as described above.

## **2**

The producer has the right to terminate the contract of employment immediately due to force majeure (including death and non-temporary illness affecting the director or principal actors). In such a situation, the participant is entitled to the pay due for the completed period of employment. However, in the event of death and illness as stated above, 25% of the remaining pay is paid for the remainder of the employment period, maximum two months' pay.

## **3**

Instead of terminating the employment, the producer has the right, by agreement with the participant, to postpone the employment on otherwise unchanged terms.

## **4**

In the event of a breach of contract by the producer or the participant, civil liability rules apply.

## **4 Interruption of service**

A recorded production may be rebroadcast without additional remuneration by Swedish television broadcasters which, for technical reasons (e.g. interruption of service), were wholly or partly out of service during the broadcast in question. The rebroadcast must be as soon as possible, both technically and in terms of programming, but no later than three months later.

## **5 Payment of fee and other remuneration**

Monthly pay, fees and other remuneration are paid no later than the 25<sup>th</sup> of each month unless agreed otherwise locally.

## **6 Travel and subsistence allowances**

In the case of a stay ordered by the producer in a place other than the producer's place of business (for the City of Stockholm and suburban municipalities), the participant is paid a subsistence allowance and compensation for accommodation costs in accordance with the regulations and at the amounts indicated from time to time as deductible in the instructions to the Swedish Income Tax Act.

Individual agreement may be reached between the producer and the participant on terms in addition to the above.

In the case of foreign travel, agreement is reached on a case-by-case basis. However, the conditions must correspond to the benefits which apply according to the Swedish Tax Agency's allowances for travel abroad.

## **7 Income from employment and annual leave**

When remuneration to the participant amounts to at least SEK 1,000 per calendar year, it must be regarded as income from employment under the Swedish Social Security Contributions Act.

Annual leave pay is paid at 13% in accordance with the Swedish Annual Leave Act.

### *Comment*

*See also Clause 31.*

## **8 Collective agreement occupational pension and insurance**

### **1**

The producer sets aside a pension premium and takes out premium waiver insurance in accordance with the rules in force from time to time in the SAF/LO collective agreement occupational pension.

### *Comment*

*Royalties, i.e. remuneration to participants for the use of their performance, are not included in the pensionable pay.*

### **2**

The producer must take out insurance for severance pay (AGB), collective agreement group health insurance (AGS), occupational group life insurance

(TGL) and occupational injury insurance (TFA) in accordance with general insurance terms approved by the Confederation of Swedish Enterprise and LO/PTK.

Employees are not entitled to bring legal proceedings against the producer or its employees for damages in connection with personal injury which constitutes occupational injury.

During the period of employment, the producer must provide the necessary medical care for acute injury and illness arising during the period of employment which is not of a chronic nature. Medical care must be provided by doctors designated by the producer.

#### Comment

*All premiums for pension and collective agreement insurance must be paid to FORA. For information on the level of the pension premium, the premium waiver insurance and the collective agreement insurance, visit [www.fora.se](http://www.fora.se).*

## **9 Working hours**

The length and organisation of working hours are regulated in accordance with Clauses 11-17, 27-35.

## **10 Special employment provisions**

In addition to the above conditions, special provisions apply to artists in accordance with Clauses 11-17, to directors in accordance with Clauses 18-24, to choreographers, set designers and costume designers in accordance with Clauses 25-26 and to other categories in accordance with Clauses 27-35.

## **SPECIAL PROVISIONS FOR ARTISTS**

### **11 Period of employment and fees**

#### **1**

Clauses 11-17 apply to employment as an actor, singer, dancer and performer, referred to as 'artist'.

#### Note to the minutes

The parties agree that amateurs may be obvious elements in certain productions. However, this may not lead to the replacement of professional artists with amateurs in tasks normally performed by professional artists in the industry.

The Agreement applies to all categories of participant with the exception of:

- a) extras,
- b) amateur participation in programmes in which the person portrays their own situation in their own environment,
- c) participants under the age of 18 (dancers under the age of 16),
- d) participation in discussions, surveys, interviews, panels and similar programmes on television in which the artist participates not as a professional but as a private individual.

## **2**

In the case of employment per performance day, the artist must be guaranteed a certain number of performance days, which must be scheduled within the contract term.

## **3**

The contract of employment must indicate the size of the overtime fee. For artists with role fees, the excess-day fee is to be regarded as an addition to the role fee and not as performance day fees.

## **4**

The basic fee per performance day and the overtime fee must not be less than the amounts laid down in Clause 36.

The role fee must be at least equal to the remuneration that would have been paid if the artist had been employed per performance day.

## **12 Performance day and performance day remuneration**

### **1**

Basic fees under this Agreement constitute remuneration for work and are paid for the agreed number of performance days under the contract or agreement.

The basic fee per performance day is paid for the day on which an artist, at the invitation of the producer, has appeared for work and participated in at least one scene.

If an artist has not participated in any scene during the performance day, remuneration must nevertheless be paid at the amount set out in Clause 36 (4).

## **2**

In the event of absence, requested by the artist, for part of the performance day, remuneration is paid with the proportion of the performance day fee that corresponds to the hours worked in relation to the ordinary working hours during the relevant day.

The same applies if, at the request of the artist, the producer has scheduled the work at such a time that the work covers only part of the performance day.

## **13 Working hours**

### **1**

Ordinary working hours are usually between 08:30 and 17:30 when filming in a studio. For other filming, the start of working hours is determined, where appropriate after negotiation, on each occasion by the production management.

Each employee must have at least 11 hours of continuous time off during each period of 24 hours (daily rest). A temporary deviation from this is permitted if caused by a particular circumstance unforeseeable by the producer. Temporary deviations may also be made by local agreement. In cases where a deviation is made from the daily rest rule, the employee must be given compensatory time off.

Employees must be afforded no less than 36 hours of continuous time off in each seven-day period (weekly rest).

A temporary deviation from this is permitted if caused by a particular circumstance unforeseeable by the producer. Such deviation may be made only on condition that the employee is given compensatory time off.

## **Scheduling for artists paid daily fees**

The schedule for filming days is established in consultation with the artist.

The provisional schedule for filming days must be provided for the entire filming period for filming not exceeding four weeks. However, in the case of filming in excess of four weeks, the schedule is provided for four weeks at a time.

Notice of any changes to provisional filming days must be given no later than Friday of each week. After that, the schedule is definite for the following calendar week.

However, a change to the definite work schedule may be made in the event of a significant change to the script, unforeseeable conditions at the workplace, such as meteorological changes, or other technical and staff-related conditions, such as illness, over which the producer has no control.

Other changes to the definite work schedule will be remunerated at *SEK 1,124 per day from 25/01/2021 and at SEK 1,148 per day from 01/06/2022* when the artist would have worked unless the producer had given notice of other work on that day. In such cases, remuneration is paid for the cancellation in accordance with Clause 36 (4 or 5). The agreed daily fee is paid for the day on which the artist works instead of the cancelled filming day.

## **2**

Breaks must be scheduled so that the artist does not work for more than five consecutive hours. A break may be replaced by a meal break.

The participants are entitled to breaks to the extent that the working conditions allow. Breaks are included in working hours.

## **3**

At the beginning of the filming period, the artist must be made up, fully dressed and ready to participate in filming. The time required for makeup and dressing counts as ordinary working hours, but is scheduled so that it does not encroach on the filming time.

## **4**

The Parties agree that work should be avoided on Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, May 1<sup>st</sup>, Ascension Day, Whit Saturday, Whit Sunday, National Day, Midsummer's Eve and Midsummer's Day.

### Note to the minutes

The Parties agree that a deviation from the provision in Section 13 of the Swedish Working Hours Act may be made for filming work which, by its

nature, must be carried out at night and for preparatory and finishing work that must take place at night in order to avoid serious disruption to filming activities. However, on the day before a work-free day, work must have been completed well in advance of 24:00.

Furthermore, the Parties agree to apply Section 14 of the Swedish Working Hours Act in such a way that, in exceptional cases, participants can start work on the day after the weekly rest day on ordinary working hours under this Agreement, although this may temporarily entail a limitation of the weekly rest.

### Comment

*The producer has the right to apply alternative working hours rules in accordance with Appendix 7. If alternative working hours rules are applied, they must be used throughout the filming period.*

## **14 Overtime pay**

### **1**

Ordinary working hours for artists are no more than 8 hours per day, excluding meal breaks. Work in excess of 8 hours, calculated from the time at which the participant has been called to appear, is remunerated per hour at 1/5 of the applicable minimum basic fee per day in accordance with Clause 36. Where remuneration is paid as monthly pay, the individual monthly pay must be converted to daily pay using this formula:

### Monthly pay

21

An artist employed with basic fees in excess of *SEK 54,823 per month from 25/01/2021 and SEK 55,986 per month from 01/06/2022* (i.e. the total remuneration per month regardless of the form of remuneration, for example, whether it is paid as daily fees or monthly pay) or daily fees of at least *SEK 7,912 per day from 25/01/2021 and SEK 8,080 per day from 01/06/2022 (TV production) or SEK 8,738 per day from 25/01/2021 and SEK 8,923 per day from 01/06/2022* (film production) may reach special agreement with the producer to deviate from what is stated about overtime pay in this sub-clause.

### **2**

If rehearsal or shooting of a scene has begun no later than half an hour before the end of working hours, overtime pay will not be paid during the first half hour after the end of working hours.

### **3**

If an artist who is entitled to overtime pay is requested to appear for work before 07:30 or after 18:00 without the artist having previously worked during the day, remuneration is paid at the minimum basic fee under the agreement with the addition of 25%. However, such work must last for more than six hours.

For role employees, overtime pay and supplements are paid under this clause based on the minimum basic fee per day under the contract.

## **15 Work outside the period of employment and special work**

### **1**

After the end of the period of employment, the artist must participate in any retakes of scenes and additions. However, filming must take place at a time that does not coincide with the artist's other engagements. Remuneration is paid as an excess-day fee.

### **2**

If, as a result of illness or for any other valid reason, the artist has been prevented from completing the employment during the period of employment, the artist is obliged to make themselves available to the producer immediately after the termination of the impediment for the completion of the filming, provided that other employment does not render this difficult.

### **3**

The artist undertakes to perform the services mentioned below, even if these are scheduled at a time outside the period of employment in accordance with the remuneration rules set out in Clause 36:

- a) Costume fitting in the film studio, makeup tests and the taking of role photographs. Remuneration is paid with the amounts set out in Clause 36 (5).
- b) Post-synchronisation, script collation, audio recording for playback and rehearsal. Remuneration is paid with the amounts set out in Clause 36 (4).



- c) Retaking scenes. Remuneration is paid with the daily fee or excess-day fee, reduced by half if the work does not exceed four hours.

The specified remuneration is paid only to artists paid with a daily fee for work on a day for which performance day fees were not received, and to artists paid with role fees or monthly pay whose period of employment has ended or not yet started.

The period of work before or after the period of employment must be fixed taking into account any other employment of the artist.

#### **4**

No remuneration is paid for artists' participation in speech and music tests and screen tests.

#### **5**

Artists' tasks also include any participation to the customary extent in PR events in connection with the commercialisation of a film.

### **16 Clothing, wigs and makeup**

Where applicable, the producer provides wigs, makeup and clothing that are not part of the artist's private wardrobe.

### **17 General obligations**

#### **1**

Unless stated otherwise, the artist is obliged to find out for themselves if and when filming is taking place on the following day.

#### **2**

The artist is obliged to perform a role with speech and/or singing in a language in which the artist is sufficiently proficient for the purpose, or to perform a role without speaking.

#### **3**

The producer has the right to dub the artist's role in full or in part. The artist must be informed that dubbing is taking place.

## **SPECIAL PROVISIONS FOR DIRECTORS**

Directors are not covered by the collective agreement's rules on working hours or the Swedish Working Hours Act.

## 18

### 1

The director is one of the authors of the work and must be named to the extent and in the manner good practice requires.

## 19

The director's task is to direct the production until a premiere copy or equivalent is ready. In doing so, the director must follow the agreed script and the producer's production plans and schedules. It is incumbent on the producer to respect and take into account the artistic integrity of the director. Furthermore, it is incumbent on both the producer and the director to respect and take into account the artistic integrity of the other participants in the filming and completion of the production.

### Comment:

*The director's duties include:*

- *Participation in the preparatory work*
- *Preparing the final shooting script*
- *Supervising the post-production work and all the work required to complete the final version of the film*
- *Participation in the release of the film*
- *Being available for press screenings and interviews, unless other commitments prevent this.*

## 20

Any changes to the script are determined by the producer after consultation with the director. It is assumed that no such changes are made to the script that are contrary to the general conditions of the film. The producer casts and appoints other employees after consultation with the director.

The Parties agree that the script should be made available to the director in sufficient time for the planning of their work.

## 21

### 1

The director is only entitled to take action which entails obligations for the producer at the request of the producer. Requests which may lead to an increase in costs or relate to changes in production planning and scheduling

must be submitted for decision to the producer or their representative who has been appointed in writing.

## **2**

For the director to be able to perform their undertaking, the producer must inform the director of the production budget and its outcome.

## **22**

If disagreements arise between producer and director about the version in which the production is to be presented, the director's version will be screened in Sweden. This presupposes that this version does not impose requirements on the producer either from third parties or in the producer's capacity as the publisher responsible for the production.

Furthermore, it is assumed that filming and completion of the production follows the script as well as the producer's budget, production plan and schedule. In the case of commercialisation abroad, the producer has the right to make changes to the production versions caused by special circumstances such as censorship provisions or adaptation of the length of the film which they consider necessary for the best commercialisation of the production.

The producer must notify the director of the changes made. In doing so, the director has the right to request that their name be removed from the film's opening titles. In such case, the producer has the right to insert the name of the person responsible for the film's completion. The film must not be altered so that the director's artistic reputation and individuality are violated.

### Note to the minutes

The Parties agree that this clause does not apply to commissioned productions. Furthermore, the producer and director may also agree for other types of production that this clause should be replaced by other rules agreed on a case-by-case basis, for example when several directors are involved in a production.

## **23**

If the director mismanages the assignment to the considerable financial detriment of the producer, the producer has the right to separate the director from the assignment. In such case, the director is paid for the time they have spent on the assignment. The calculation is based on the director's fee and the planned total working hours.

If the director is separated from the assignment, the producer is entitled to complete the production themselves or have it completed by another person. In such case, the director may demand that their name be removed from the production's opening titles.

## **24**

Any disagreement between the director and the participants in connection with the filming and completion of the production which cannot be resolved by direct contact between those concerned is settled by the producer.

## **SPECIAL PROVISIONS FOR CHOREOGRAPHERS, SET DESIGNERS AND COSTUME DESIGNERS**

The collective agreement's rules on working hours and the Swedish Working Hours Act do not apply to the above professional categories.

## **25**

For the work of the above professional categories during filming, it is assumed that any overtime will be taken into account when determining the basic fee.

## **26**

Set designers and costume designers should receive a copy of the script well in advance of the time at which a sketch (model) is to be submitted.

## **SPECIFIC PROVISIONS FOR THE FOLLOWING PROFESSIONAL CATEGORIES:**

Director of photography  
Production manager  
Sound engineer  
Animator  
Film editor  
Editor  
Makeup artist  
Wigmaker  
Unit manager

Lighting engineer or equivalent  
Electrician  
First assistant cameraman  
Sound assistant  
Makeup assistant  
Set dresser  
Continuity person  
Scenery painter  
Costume assistant  
Assistant director

Assistants to the above positions and prop masters.

## **27 Working hours**

Ordinary working hours may not exceed 40 hours on average per week without public holidays for a maximum limitation period of 4 weeks.

Ordinary working hours may not exceed 10 hours per day. The working week may comprise an average of 5 shifts.

### *Comment*

*Shifts means work that is not interrupted by daily rest.*

*Regardless of how the length of the calculation period is determined, it must always be organised using a fixed and not rolling system. However, for long productions, the length of the calculation period may be limited within the block or similar division of the filming.*

*The parties note that, when ordinary working hours are regularly scheduled on Monday to Friday, the weekly working hours are not reduced for public holidays that fall on Saturday and Sunday.*

Total working hours may not exceed 48 hours on average per week over a calculation period of 4 weeks or the longer calculation period agreed locally, but no more than 4 months.

Each employee must have at least 11 hours of continuous time off during each period of 24 hours (daily rest). A temporary deviation from this is permitted if caused by a particular circumstance unforeseeable by the producer.

Temporary deviations may also be made by local agreement. In cases where a deviation is made from the daily rest rule, the employee must be given compensatory time off.

Working hours also include approved preparation and finishing work.

### Comment

*The producer has the right to apply alternative working hours rules in accordance with Appendix 7. If alternative working hours rules are applied, they must be used throughout the filming period.*

## **28 Scheduling working hours**

### **1**

Regular working hours are normally scheduled Monday-Sunday after consultation with the trade union representative or, in the absence of such person, with the staff concerned. In the event that the producer chooses a limitation period of one week, the working hours schedule must be drawn up no later than 7 days in advance. Otherwise, the provisional working hours schedule must be drawn up for the whole period but no later than 14 days in advance per week on a rolling basis. Days off are valid as final planning with the same advance notice as above.

If any other change is made to the working hours schedule (within the defined working hours framework), a pay supplement of *SEK 148 will be paid from 25 January 2021 and SEK 152 from 1 June 2022* per hour moved.

The Parties agree that work should be avoided on Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, May 1<sup>st</sup>, Ascension Day, Whit Saturday, Whit Sunday, National Day, Midsummer's Eve and Midsummer's Day.

### **2**

Employees must be afforded no less than 36 hours of continuous time off in each seven-day period (weekly rest).

A temporary deviation from this is permitted if caused by a particular circumstance unforeseeable by the producer. Such deviation may be made only on condition that the employee is given compensatory time off.

### 3

Anticipated deviations from the provision in Section 13 of the Swedish Working Hours Act must be seen in light of the fact that filming work sometimes takes place at night. However, on the day before a work-free day, work must have been completed well in advance of 24:00.

### 4

Breaks must be scheduled so that the employee does not work for more than five consecutive hours. A break may be replaced by a meal break. Employees are entitled to rest breaks to the extent that the working conditions allow. Breaks are included in working hours.

## 29 Unsocial working hours

For ordinary working hours scheduled at times as set out below, with the exception of working hours scheduled in accordance with Clause 28 (2), additional compensation is paid as follows:

	<i>25/01/2021</i>	<i>01/06/2022</i>
Saturday 07:00-21:00	<i>SEK 39/hour</i>	<i>SEK 40/hour</i>
Monday-Saturday 21:00-24:00	<i>SEK 63/hour</i>	<i>SEK 64/hour</i>
Monday-Saturday 00:00-07:00 and Sunday and public holidays along with New Year's Eve, Easter Saturday, Whit Saturday, Midsummer's Eve and Christmas Eve	<i>SEK 130/hour</i>	<i>SEK 133/hour</i>

### Comment

*Remuneration for unsocial working hours cannot be paid at the same time as overtime pay under Clause 30.*

## 30 Overtime

### 1

In the case of overtime ordered by the producer, remuneration is payable as follows:

For overtime 07:00-21:00

Monday-Friday that are not holidays                      1/94 of monthly pay

For overtime at other times                                      1/82 of monthly pay

Special overtime    1/75 of monthly pay

Overtime payment may, by individual agreement, be replaced by two hours' time off for each overtime hour.

### 2

Overtime not directly ordered must be reported and approved by the producer's representative no later than on the following day.

## 31 Exceptions to the rules on remuneration for unsocial working hours and overtime under Clauses 29 and 30

If, on account of their position, an employee has the right to order other employees to work overtime or if an employee has the right to decide independently whether to work overtime, the employer and the employee may agree that the employee will not be entitled to either special remuneration for overtime or remuneration for unsocial working hours, and that remuneration for such hours will instead be covered by the amount of the pay and by the employee receiving holiday pay calculated on 14.4% of the holiday pay base.

An employed director of photography whose monthly pay amounts to or exceeds *SEK 52,117 per month or SEK 4,335 in daily fee from 25/01/2021 and SEK 53,222 per month or SEK 4,427 in daily fee from 01/06/2022* is not entitled to overtime pay or remuneration for staggered ordinary working hours.

The director of photography receives holiday pay calculated on 14.4% of the holiday pay base.



### **32 Calculation bases for overtime pay, etc.**

Daily fee for monthly pay =  $\frac{\text{monthly pay}}{21}$

Hourly fee for monthly pay =  $\frac{1}{167}$  of monthly pay

Hourly fee for daily fee =  $\frac{\text{daily fee} \times 21}{167}$

### **33 Notice of overtime**

Notice of overtime is given as follows:

- a) Overtime of less than two hours:  
No later than two hours before the end of working hours on the same day.  
However, notice may be given later than two hours before the end of working hours on the same day. In such case, remuneration is payable in accordance with Clause 30 (1), special overtime.
- b) In the case of overtime in excess of two hours:  
No later than before the end of working hours the day before.

If overtime of which notice has been given under (a) to (b) is not used at all and the employees have not been notified of this according to the deadlines set out in sub-clause 1, the employees concerned will, to cover any additional costs, be paid an amount of *SEK 80 from 25 January 2021 and SEK 82 from 1 June 2022 for each hour not used, with a maximum of SEK 242 per day from 25 January 2021 and SEK 247 per day from 1 June 2022.*

### **34 Travel time allowance**

#### **1**

If participants are not entitled to remuneration for overtime under Clause 31, they are also not entitled to travel time allowance under sub-clause 3, unless agreed individually otherwise.

#### **2**

Travel time eligible for an allowance means the time during a business trip that has been ordered that is spent actually travelling to the destination.

Travel time falling within the employee's ordinary daily working hours is regarded as working hours. Therefore, only business travel outside the employee's ordinary working hours is included in the calculation of travel time.

Only full half-hours are included in the calculation of the travel time.

If the travel time occurs both before and after ordinary working hours on a certain day, the two periods must be added together.

If the producer has paid for sleeping accommodation on a train or a ferry during the trip or part thereof, the time between 22:00 and 08:00 is not included.

A filming-free day used for business travel may not be considered as a weekly rest day unless agreed separately.

Travel is deemed started and finished according to the rules that apply to the calculation of per diem allowances at the relevant company.

### **3**

Travel time allowance is paid *from 25/01/2021 at SEK 110 per hour and from 01/06/2022 at SEK 113 per hour.*

## **35 Supplementary duties after the end of the period of employment**

If certain tasks which are included in the employment are not completed at the end of the period of employment, the participant must, in so far as this does not interfere with other employment, extend the employment until the tasks have been completed. For this work, special remuneration is paid on the same basis as previously applied.

## PAY/FEES/REMUNERATION

### 36 Minimum pay for artists

The minimum amounts provided for in Clauses 11, 12 and 15 are as follows:

1

Minimum basic fee per day:	25/01/2021	01/06/2022
First day minimum	5,276	5,387
Second day minimum	4,850	4,953
Third and subsequent days minimum	3,213	3,281

2

Minimum excess day fee:	25/01/2021	01/06/2022
First day minimum	5,276	5,387
Second day minimum	4,850	4,953
Third and subsequent days minimum	3,213	3,281

3 For employment for which the work has been scheduled for a period exceeding 75 calendar days, agreement may be reached on monthly pay.

The minimum pay per month from 25/01/2021 is SEK 31,023 and from 01/06/2022 SEK 31,680.

4 Cancellation without participation in any scene, as well as for post-synchronisation, script collation and sound recording for playback from 25/01/2021 SEK 2,471 and from 01/06/2022 SEK 2,524.

5 Cancellation to costume fitting, makeup tests and the taking of role photographs from 25/01/2021 SEK 1,210 and from 01/06/2022 SEK 1,236.

6 In connection with the first engagement, if agreement is reached, the minimum fee may be reduced by 25%. However, this does not apply to the part of series production that spans six episodes.

When participating in series production of a 'soap opera', if agreement is reached, the minimum basic fee for monthly employees may be reduced by 25%. This reduction applies during the first three months of a series production.

Artists who have trained at an Academy of Dramatic Arts or have other equivalent training are not subject to reduction.

- 7 When participating as part of a corps de ballet of six or more dancers, the minimum basic fee may also be reduced by 25%. However, this does not apply to participation in ballet or opera, operettas and musical programmes.
- 8 For singing groups of no fewer than four and no more than six persons, the agreement applies with the limitation that the minimum fee is reduced by 25%.
- 9 Dubbing:

Minimum basic fee from 25/01/2021 SEK 48/line and from 01/06/2022 SEK 49/line, but from 25/01/2021 minimum SEK 2,915/day and from 01/06/2022 minimum SEK 2,976/day. When calculating the number of lines, a line equals approximately 40 characters.

If cancellation at the request of the participant is limited to a maximum of three hours in a day, the daily fee may, if agreed, be reduced by a maximum of 50%.

- 10 Voiceover:

Minimum basic fee from 25/01/2021 SEK 119/minute and from 01/06/2022 SEK 121/minute, but from 25/01/2021 minimum SEK 2,165/day and from 01/06/2022 minimum SEK 2,211/day.

If cancellation at the request of the participant is limited to a maximum of three hours in a day, the daily fee may, if agreed, be reduced by a maximum of 50%.

#### Comment

- 1 *For the participation of an artist in films that are only screened or distributed within the company, remuneration is paid at half of the contractual minimum basic fee unless another basic fee is agreed.*

- 2 *Singing or artist groups consisting of more than six persons are remunerated for their participation by individual agreement and are thus exempted from the remuneration rules in Clause 36.*

*Participants to whom this Agreement applies may include a combination of, for example, director/actor. In such cases, this must be taken into account when calculating the remuneration.*

- 3 *In the event of dubbing, in addition to remuneration under this Clause, an agreement may be made with the participant to buy-out rights for the re-use of dubbings for animated foreign series in which the producer has no rights, with the exception of rights set out in Clause 42, comment 2. Remuneration for such buy-out is payable in accordance with Appendix 4.*

### **37 Directors**

#### **1**

For drama productions with a length of minimum 15 minutes, the director is paid a basic fee from 25/01/2021 of SEK 1,863 per minute and from 01/06/2022 of SEK 1,903 per minute, and a maximum from 25/01/2021 of SEK 135,612 and from 01/06/2022 of SEK 138,487 for productions in excess of 73 minutes.

The above basic fee may be reduced by a maximum of 25% the first time the director performs directorial duties covered by this Agreement.

A reduction of maximum 25% may also be made for directorial assignments for television series productions comprising at least three parts.

#### **2**

During the production period specified in the contract, the director receives, for their work on the production, minimum remuneration from 25/01/2021 of SEK 27,457 per month and from 01/06/2022 of SEK 28,039 per month.

The production work includes preparatory work, filming, post-production and launch.

Single days outside the contract term are paid per day at a minimum of 1/21 of the above-mentioned monthly pay.

### 3

A director employed for a production other than that specified in sub-clause 1 receives, during the production period agreed in the contract, minimum remuneration *from 25/01/2021 of SEK 27,457 per month or SEK 1,534 per day and from 01/06/2022 of SEK 28,039 per month or SEK 1,567 per day.*

### 4

An agreement may also be made on a one-off amount to complete the directorial assignment. This amount may not be less than the minimum basic fee of the Agreement under sub-clauses 1-3.

## **§ 38 Choreographers, set designers, costume designers and chief photographer (A-photo)**

For choreographers, set designers, costume designers and directors of photography, agreement is reached on a case-by-case basis regarding the size of the basic fee, but the basic fee per day/month may not be less than the amounts specified in Clause 39 for employees in group A.

For the acquisition of the right to protected choreography, it is assumed that individual agreement is reached between the producer and the choreographer concerned.

### 39 Minimum pay for technical employees

**From 25/01/2021**

1	For employees with a minimum of six years of professional activity in the position, the following minimum pay is paid:		
	<b>From 25/01/2021</b>	Daily fee	Monthly fee
A	Production manager Director of photography	<i>SEK 1,857</i>	<i>SEK 33,426</i>
B	Sound engineer Animator Film editor Editor Makeup artist Wigmaker Unit manager Lighting engineer Qualified electrician First assistant cameraman Set dresser Continuity person Scenery painter Costume assistant Assistant director	<i>SEK 1,792</i>	<i>SEK 32,306</i>
C	Makeup assistant	<i>SEK 1,717</i>	<i>SEK 30,619</i>
D	Other assistants to positions specified in groups A-C and prop masters	<i>SEK 1,511</i>	<i>SEK 27,312</i>

2	For employees with a minimum of three years of professional activity in the position, the following minimum pay is paid:		
	<b>From 25/01/2021</b>	Daily fee	Monthly fee
A	Production manager, etc.	<i>SEK 1,717</i>	<i>SEK 30,619</i>
B	Sound engineer, etc.	<i>SEK 1,569</i>	<i>SEK 28,190</i>
C	Makeup assistant	<i>SEK 1,439</i>	<i>SEK 25,931</i>
D	Other assistants	<i>SEK 1,378</i>	<i>SEK 24,660</i>

<b>3</b>	For other employees, the following minimum pay is paid:		
	<i>From 25/01/2021</i>	Daily fee	Monthly fee
A	Production manager, etc.	<i>SEK 1,533</i>	<i>SEK 27,444</i>
B	Sound engineer, etc.	<i>SEK 1,438</i>	<i>SEK 25,771</i>
C	Makeup assistant	<i>SEK 1,349</i>	<i>SEK 24,044</i>
D	Other assistants	<i>SEK 1,177</i>	<i>SEK 21,241</i>

<b>4</b>	For employees under item 3 D who have less than one year's professional activity in the position and who have not completed vocational training at the former University College of Film, Radio, Television and Theatre (DI):		
	<i>From 25/01/2021</i>	Daily fee	Monthly fee
	For those who have reached the age of 24 at the time of employment	<i>SEK 1,029</i>	<i>SEK 18,537</i>
	For those who have reached the age of 18 at the time of employment	<i>SEK 844</i>	<i>SEK 15,181</i>



**From 01/06/2022**

1	For employees with a minimum of six years of professional activity in the position, the following minimum pay is paid:		
	From 01/06/2022	Daily fee	Monthly fee
A	Production manager Director of photography	<i>SEK 1,896</i>	<i>SEK 34,135</i>
B	Sound engineer Animator Film editor Editor Makeup artist Wigmaker Unit manager Lighting engineer Qualified electrician First assistant cameraman Set dresser Continuity person Scenery painter Costume assistant Assistant director	<i>SEK 1,830</i>	<i>SEK 32,991</i>
C	Makeup assistant	<i>SEK 1,753</i>	<i>SEK 31,268</i>
D	Other assistants to positions specified in groups A-C and prop masters	<i>SEK 1,543</i>	<i>SEK 27,891</i>

2	For employees with a minimum of three years of professional activity in the position, the following minimum pay is paid:		
	From 01/06/2022	Daily fee	Monthly fee
A	Production manager, etc.	<i>SEK 1,753</i>	<i>SEK 31,268</i>
B	Sound engineer, etc.	<i>SEK 1,602</i>	<i>SEK 28,787</i>
C	Makeup assistant	<i>SEK 1,470</i>	<i>SEK 26,480</i>
D	Other assistants	<i>SEK 1,408</i>	<i>SEK 25,183</i>

<b>3</b>	For other employees, the following minimum pay is paid:		
	From 01/06/2022	Daily fee	Monthly fee
A	Production manager, etc.	SEK 1,566	SEK 28,026
B	Sound engineer, etc.	SEK 1,469	SEK 26,317
C	Makeup assistant	SEK 1,377	SEK 24,554
D	Other assistants	SEK 1,202	SEK 21,691

<b>4</b>	For employees under item 3 D who have less than one year's professional activity in the position and who have not completed vocational training at the former University College of Film, Radio, Television and Theatre (DI):		
	From 01/06/2022	Daily fee	Monthly fee
	For those who have reached the age of 24 at the time of employment	SEK 1,051	SEK 18,930
	For those who have reached the age of 18 at the time of employment	SEK 862	SEK 15,503

- 5 For employees under the age of 18 or trainees, pay must or certain remuneration may be paid by individual agreement. Trainees are those who participate in production under supervision either as part of their training for a short period of time or those who aim to gain professional qualifications. It is assumed that trainees do not replace ordinary employees but should nevertheless participate in the production in a meaningful way. Trainees are entitled to a certificate.
- 6 In the event of employment exceeding 12 days, an agreement may be reached on the above-mentioned monthly fees.
- 7 For employees paid by the month, the daily fee is calculated as 1/21 of the monthly pay.
- 8 The pay should be determined taking into account, among other things, training, experience, responsibility and the level of difficulty of each

position. The basic principle is that men and women must receive equal pay for work that is equal or that is to be regarded as equivalent. Differences in pay must be justified and pay may not be set in an arbitrary manner.

### Comments

- 1 Professional activities in the position referred to in sub-clauses 1 to 4 include professional experience from film, television and theatre. Where appropriate, it is the duty of the employee to inform the employer, before a contract of employment is signed, of the time that the employee may benefit from when the fee/pay is set.*
- 2 For employees with a daily fee, any part of a working day is counted as a full working day.*

## **RIGHTS OF USE, ETC.**

### **40 Productions subject to the provisions of Clauses 41 – 48 of this Agreement**

#### **1 Works with measurable revenue**

This Agreement applies to all works that are screened to the public for the first time from 1 January 2007.

However, an individual producer whose work is first screened to the public in 2007 is entitled to apply the rules of the previous agreement concerning remuneration for screening and distribution rights (see Appendix 6). In such case, the Swedish Union for Performing Arts and Film must be notified separately.

For works which were first screened to the public before 1 January 2007 and works which were first screened to the public in 2007 for which, in accordance with sub-clause two above, the producer has chosen to apply the rules of the previous agreement with regard to screening and distribution rights, the rules of the previous agreement apply to remuneration for screening and distribution rights (see Appendix 6) for a period of four years from its publication. The provisions of this Agreement subsequently enter into force.

However, where specific agreement for a work has been reached between the producer and the Swedish Union for Performing Arts and Film or with an individual with royalty rights, such agreement will apply unless agreed otherwise by the Parties.

## **2 Works with non-measurable revenue**

This Agreement applies to all works (regardless of when they were first screened to the public) for which no measurable revenue can be derived from a specific use.

## **41 Definitions**

### **Work**

Work means a production consisting of one or more films/episodes for which a joint production agreement has been made.

### **Producer**

Producer means the person responsible for the production of the work who, in relation to the participants in the production, is an employer.

However, a channel may, without being a producer, be liable to make payments to the Swedish Union for Performing Arts and Film in respect of non-measurable revenue. This applies where a channel obtains all the rights for television broadcasts without the producer having earned measurable revenue.

### **Distributor**

Distributor means the person who distributes the work via different windows/platforms.

### **Royalties**

Royalties refers to the remuneration of the participants for the use of their performance.

### **Royalties base/Producer net revenue**

Royalties base refers to the total producer net revenue from the work's commercialisation. In the case of a co-production, the royalties base is the revenue to be distributed among the work's co-producers.

Producer net revenue refers to all revenue from the work's commercialisation and distribution, less distribution payments and distribution costs, such as,

but not limited to, commission, copying costs, launch costs and other such direct costs of acquisition of revenue.

Production funding from a co-financier/co-producer, and public subsidies, are not included in the royalties base.

The producer's remuneration for screening licences sold in advance as part of the work's financing is not included in the royalties base, but royalties for these are paid separately in accordance with Clause 44 (5).

### **Measurable revenue**

Measurable revenue refers to producer net revenue from the commercialisation of the work in all media and territories.

### **Summer**

Summer refers to the period between 15 June and the first Sunday in August.

### **Channel**

Channel means a broadcaster and/or a scheduled channel, regardless of the form of transmission, subordinated to the broadcaster. This means that the same legal entity may own multiple channels.

### **MG**

MG means a minimum guarantee/distribution advance which is a guaranteed advance on revenue relating to the distribution of the work and which the producer uses as part of the financing of the work.

### **Commissioned film**

Commissioned film refers to industrial, information and training films.

Industrial film refers to films aimed at presenting, for example, the history, strategy, potential, environment, technology, facilities, goods and services of one or more companies.

Information film refers to films that are screened to the public for purposes of information or to encourage, for example, observance of certain ethical or legal standards for society or warning against wrongdoing.

Training film means films produced for general training or further development of staff for the purposes of general education or improvement.

### **Commercial**

Commercial means a film which is screened to or distributed to the public on paid advertising space with a view to providing information, for the purposes

of sales promotion, on the characteristics of a good or service or to incorporate and reinforce a trade mark, distinguishing feature, etc.

## **42 Scope of the right of use**

### **1**

The producer has the exclusive right, to the extent, on the conditions and for the remuneration provided for in this Agreement, themselves or by granting/transferring rights of use to another party, to film and make any changes to a filmed work or performance required and to exploit the work and the performances of the participants in all countries by any method known at each time of use. The right of use also includes the right to process such work or such performance for inclusion in new works in the form of versions or short sections in accordance with the rules set out in this Agreement.

The producer is also entitled to produce or have produced the copies of filmed work or performance required for use.

The producer's use of filmed work or performance under this Agreement must take into account the moral rights of authors or related rights holders under Section 3 of the Swedish Copyright Act. The rights of the producer may not, without the permission of the rights holder concerned, be exercised in such a way that their moral rights under Section 3 of the Swedish Copyright Act are infringed. The producer is obliged to take all reasonable steps available to him to prevent such use of the work to the extent that the performance of the employee is included in it.

### Comment

1. *However, the employee has the right, in special cases, to waive the guaranteed moral rights as described above.*
2. *This Agreement does not regulate remuneration for the unaltered distribution of the producer's broadcasts, as referred to in Sections 42 (a) and 42 (f) of the Swedish Copyright Act. According to the Act, all such rights remain with the producer and the participant, respectively. Nor does the Agreement govern public presentation in connection with business activities in the sense that filming contained in a television broadcast is presented or broadcast in training facilities, restaurants, hotels, airports, etc. The participant retains their own right to remuneration for such presentation and the right relates to the time of the rebroadcast regardless of when the filming took place. The provisions of Section*

*26 k) of the Swedish Copyright Act apply accordingly. The Parties each reserve their rights under future additional licensing schemes under Swedish or foreign law, such as availability on-demand provided by third parties in connection with the rebroadcast referred to in Sections 42a) and f) of the Swedish Copyright Act or as a standalone service.*

- 3. Merchandising (sale) of products not covered by this Agreement which commercialises certain participation may only take place by special agreement with the relevant participants and rights holders.*
- 4. For productions which are assumed to be presented in different versions through the same filming, special rules apply to remuneration. See also Clause 44 (9).*

## **2**

Filming or part of filming may, provided that the producer does not receive special remuneration for such use, be used for the following purposes without remuneration.

- Internally for demonstration and similar purposes,
- To disseminate information on the producer's activities, regardless of the means of dissemination, in different contexts,
- To screen or have productions screened at festivals, fairs, etc. in the usual way,
- To be used or have used in the marketing of the filming in trailers, regardless of the means of dissemination,
- To screen excerpts from published/filmed productions in film review programmes and similar cultural programmes on television.
- Section 47 applies to short excerpts.

## **3**

Excerpts which include the performance of the participant may not be used, without special agreement with the participant, for advertising purposes other than advertising the work. This also applies to the voice of actors, as recorded during filming.

## **4**

All photographs of the artist taken in connection with the filming – whether they are part of the production or not – are the property of the producer. For the commercialisation of the work, the producer has the right, subject to good practice, to copy and publish these photographs.

#### Comment to 3 and 4

*The cover of a book, phonogram or equivalent is not deemed to be advertising.*

#### **5**

The producer must indicate the names of the participants to the extent and in the manner required by good practice.

#### **6**

The producer undertakes to promote the prosecution of infringements of the Swedish Copyright Act.

### **43 Transfer of rights**

The producer has the right, in full or in part, to transfer their rights.

In the event of a transfer under which the payment liability under this collective agreement passes to another party, the producer must, on their own initiative, begin negotiations under the Swedish Employment (Co-Determination in the Workplace) Act with the Swedish Union for Performing Arts and Film centrally. Such negotiations must take place before the producer decides on the transfer. Unless agreed otherwise between the producer and the Swedish Union for Performing Arts and Film in the negotiations, the producer must, in a contract, ensure that the acquirer of rights is also liable for the obligations incumbent on the producer in respect of pay and general conditions of employment and remuneration for use.

The producer has the right, without negotiation, to transfer payment liability for use to companies within the group to which the producer belongs and to the broadcaster which will screen the production. In this case, the producer must notify the Swedish Union for Performing Arts and Film.

### **44 Royalties**

#### **1**

The following professional categories are subject to the remuneration under this sub-clause.

Directors

Choreographers

Set designers

Directors of photography



Costume designers  
Actors  
Singers  
Dancers  
Artists  
Animators

Royalties for use are paid according to either sub-clause 3 or 8.

## **2 Employer's contributions**

The royalties include employer's contributions payable from time to time.

## **3 Royalties for measurable revenue**

Royalties for all uses of the filmed work that generate measurable revenue must be paid at 5.5 per cent of the royalties base unless stated otherwise below and in sub-clause 4.

Royalties for dubbing are paid at 3 per cent of the royalties base.

Royalties for voiceover are paid at 2 per cent of the royalties base.

## **4 Royalties calculation for productions financed with MG**

For productions financed with MG, the settled repayment of MG that is not included in the producer net revenue must also be included in the royalties base. However, the royalties base must be broken down into intervals as set out below.

When determining the different intervals of the royalties base, part of the MG actually issued is weighted as follows (weighted MG).

Weighted MG amounts to 40% of the actual amount paid as MG (actual MG). However, actual MG up to SEK 5 million may be weighted in full. In no case may weighting be more than SEK 12 million.

On royalties bases up to an amount corresponding to weighted MG or up to an amount corresponding to actual MG in cases in which the actual MG is less than or equal to SEK 5 million (starting interval), royalties are paid at 0 per cent.

On royalties bases exceeding the starting interval and up to an amount corresponding to 150 per cent of the actual MG (normal interval), royalties are paid according to the percentages stated in sub-clause 3.

On royalties bases exceeding the normal interval and up to an amount corresponding to 150 per cent of the actual MG plus the weighted MG (additional interval), royalties are paid as per sub-clause 3 at twice the percentage.

Royalties on higher royalties bases (the final interval) are paid in accordance with sub-clause 3.

The amount that may today be offset in full, i.e. SEK 5 million, and the amount above which no weighting may take place in any case (today SEK 12 million) must be adjusted annually by the same percentage as the income base amount.

For remuneration for participation in commercials and/or commissioned films, please refer to Clause 46.

The producer must pay the royalties to the Swedish Union for Performing Arts and Film.

## **5 Screening licences**

Royalties for pre-sold screening licences are paid at the percentages specified in sub-clause 3 above of remuneration received.

## **6 Proportioning the producer's revenue**

Where copies of works contain material from different productions, only some of which are governed by this Agreement, the producer is entitled, when reporting to the Swedish Union for Performing Arts and Film, and by agreement with the Swedish Union for Performing Arts and Film in each case, to proportion the producer's revenue from the right of use granted for the calculation of royalties. In this case, the revenue must be reduced to correspond to the scope of rights arising from this Agreement in relation to the total scope of rights.

## **7 Co-production**

In the case of co-production, the producer must always be specified. The producer fulfils the obligation in relation to the Swedish Union for Performing Arts and Film and the participants. Where two or more

companies jointly produce a production and thus divide the screening and distribution rights for the re-use of the production between them, the remuneration for those rights is charged with royalties at the levels set out in sub-clause 3. When the conditions in sub-clause 8 are met, remuneration is paid in accordance with that sub-clause.

## **8 Royalties for non-measurable revenue**

Royalties as set out below must be paid in the following cases.

1. In cases where no measurable revenue can be derived from a specific use of a work;
2. and always for works that premiere in the TV window and this is on the co-producing/ordering channel.

Royalties for the use of works screened by TV4 that are non-measurable in accordance with items 1 and 2 above are governed not by this Agreement but by a local agreement between TV4 and the Swedish Union for Performing Arts and Film.

For co-productions with Swedish TV companies that are not members of the Swedish Media Industries Employer Association and for which the premiere takes place in the TV window, royalties for licensing periods may instead be regulated according to agreements between the Swedish Union for Performing Arts and Film and the relevant TV company.

The remuneration under this sub-clause is based on the individual fee of the participant plus social security contributions. For contractors, the remuneration is based on the contractor's invoiced amount in so far as it relates to fee including social security contributions, i.e. excluding reimbursements for expenses. The remuneration is paid to the Swedish Union for Performing Arts and Film for distribution unless agreed otherwise between the TV company and the Swedish Union for Performing Arts and Film.

### *Comment*

*For productions for which production contracts were made before 1 January 2011, the previous agreement applies. See Appendix 8. However, if new grants for such works are made after 1 January 2011 to the co-producing or ordering channel on which the programme was premiered, the current rules apply to these grants. Grants also refer to reruns.*

## **Definitions**

### Broadcast on television

A broadcast on television includes live simultaneous transmission on but not limited to the terrestrial network, satellite, cable, IP-TV, 3G, DVBH.

Remuneration for rebroadcast under the Swedish Copyright Act is not covered by this Agreement. Remuneration for such rebroadcast must be agreed separately.

### Availability on-demand

Availability on-demand means the possibility of offering programmes on-demand through one or more distribution platforms by means of media receivers known from time to time (streaming only) so that individuals can access programmes from the place and at the time of their choice through a service owned or financially controlled by the producer or the co-producing/ordering television channel.

Availability on-demand through, for example, catch-up or start-over from providers such as Comhem, Telia and Tele2 is negotiated and contracted for separately.

### Licence period

Licence period means a period of a specified number of days, as per the model below, during which TV companies are entitled to use the production without limitation for broadcasting and availability on-demand.

A first licence period may be agreed directly in the contract with the participant, provided that the financial remuneration for this is clearly defined and separated from the remuneration for their work and is not less than the remuneration that would have been paid for the application of the licence period model below. The Swedish Union for Performing Arts and Film must be notified of such agreements.

### Channel

Under this sub-clause, channel means the broadcasting channel.

### Main channel

Main channel means the following types of broadcasting channel:

- the channel with the largest audience within each company,
- all channels with an audience share above 8% and
- all channels that are freely available on the terrestrial network in Sweden

### License period model

- For TV companies with a main channel with an audience share of 15% and above:

Main channels, niche channels and availability on-demand	25%	30 days
A main channel and availability on-demand	15%	30 days
Niche channels and availability on-demand	6%	6 months
Only availability on-demand	3%	6 months

Exceptions to the above limit of 30 days are granted in the case of television series. In such cases, the limitation of 30 days takes effect after the last episode of the series per season, with the general limitation that each individual series episode may be made available in this way for a maximum of six months.

#### Comment

*Where a channel is a co-producer/orderer of a work in the sense of item 1 above, 'Only availability on-demand' may be used only for works previously broadcast or made available.*

If a company's niche channels on which works cleared with the Swedish Union for Performing Arts and Film are broadcast achieve a total audience share above 7%, the parties must negotiate in good faith on an increase in the price of 6% for the clearance of 'Niche channels and availability on-demand'.

If a company's availability on-demand activities using works cleared with the Swedish Union for Performing Arts and Film achieve total sales of more than SEK 25 million per annum, the parties must negotiate in good faith on an increase in the price for clearance of 'Niche channels and availability on-demand'.

- For TV companies of which the main activities have less than 15% audience share (MMS data for the entire population in the most recent

full year), the above tariff is applied pro rata in proportion to how much less than 15% the main activities represent. However, for the category 'Availability on-demand', there must be no pro rata adjustment of the percentage.

TV companies of which the main activities have less than 9% audience share have, during the term of the contract, the opportunity on a trial basis to make programmes available on-demand (Only 'Availability on-demand') for a fee of 3% of the participant's individual fee plus social security contributions during a licence period of 12 months. The Parties agree that this trial does not express a value of use negotiated by the parties. The amount must not be regarded as a precedent in any respect.

In order to determine a channel's audience share and the number of viewers for a programme/film, the Parties agree to apply MMS's measurements over the most recent full year.

### **Audience success**

A broadcast must always be considered to be a main channel broadcast if the number of viewers exceeds 1,500,000.

Regardless of channel, broadcast time or broadcast date, royalties must be paid at 1.25 times the royalties in the above table for all programmes for which the number of viewers of the first screening exceeds 1.25 million. (Programme rating according to MMS measurement.)

### **Upward adjustment rule**

The basis for calculation is the individual basic fee and this basis is adjusted annually by the same percentage as the income base amount. The upward adjustment is made annually on 1 January after the income base amount has been determined.

### **9 Works used in different versions**

In the case of productions in which the material filmed in one context is intended to be broadcast/distributed in two different versions, the following applies:

For the right of the producer to complete and use alternative versions, the participant receives a 35 per cent supplement on the individual basic fee. Use of the alternative versions is remunerated in accordance with Clause 44.

### Comments

- 1. Version means that filmed material is edited so that the edited work constitutes a standalone work in the sense of the Swedish Copyright Act.*
- 2. Different edits for television broadcasting of filmed material, the purpose of which is solely to adapt the material to the broadcaster's schedules or equivalent, are considered to be the same version.*

## **45 Royalties management**

### **1 Reporting royalties bases**

The royalties rules are based on the assumption that the grant will be priced in accordance with commercial conditions and the scope of use will be taken into account.

The producer must provide the Swedish Union for Performing Arts and Film or the person designated by the Swedish Union for Performing Arts and Film with the necessary information for a verifiable and identifiable basis, such as but not limited to:

- a summary of the distributor's accounts, showing distribution revenue, distribution costs, distribution payment and the producer net revenue.
- Size of MG and weighted MG.
- Offset MG.
- In the case of pre-sold screening licences, the basis must indicate licensing periods, number of broadcasts, to whom the licences have been sold, the territories to which they relate and the producer's remuneration received for screening licences under Clause 44 (5).

This information must be reported at the same intervals as in sub-clause 2 below.

### **2 Basis for the Swedish Union for Performing Arts and Film's distribution of royalties and the Swedish Union for Performing Arts and Film's obligations**

As a basis for the distribution of royalties, the Swedish Union for Performing Arts and Film is provided with the following information.

- The title of the production.
- The company name of the producer/co-producer.
- The name and personal identity number/corporate identity number of the participants who are included in the categories eligible for royalties under this Agreement.
- The basic fee or equivalent of the participants and the number of performance days.
- In the event of any allocation of payment liability to the Swedish Union for Performing Arts and Film for different distribution rights, the persons liable for payment must be indicated.

This information must be communicated to the Swedish Union for Performing Arts and Film no later than six months after the production has been concluded.

Royalties to be administered by the Swedish Union for Performing Arts and Film under this Agreement must be paid and reported by the producer to the Swedish Union for Performing Arts and Film, or the person designated by the Swedish Union for Performing Arts and Film every six months, no later than 28 February and 30 September, respectively.

#### Comment

*Reporting for productions that premiered more than eight years ago only needs to be done in cases where there are royalties to report. If there are no royalties to report, the Swedish Union for Performing Arts and Film must be notified accordingly.*

The Swedish Union for Performing Arts and Film, or the person designated by the Swedish Union for Performing Arts and Film, undertakes to pay royalties to participants in lieu of the producer and to report preliminary tax, employer's contributions and self-employed persons' social security contributions to the tax authority.

The Swedish Union for Performing Arts and Film further undertakes to distribute royalties paid by the producer to the Swedish Union for Performing Arts and Film among all the participants reported by the producer under this sub-clause, regardless of whether a participant was employed directly by the producer or through another company.

The Swedish Union for Performing Arts and Film excludes the producer from any claims that may result from the Swedish Union for Performing Arts



and Film's distribution under this sub-clause. Such claims must therefore be settled by the Swedish Union for Performing Arts and Film without the involvement of the producer. Any loss which may be caused to the producer as a result of claims by a rights holder concerned or by the tax authority must be compensated by the Swedish Union for Performing Arts and Film.

In productions in which the main role is played by children or young people who, by reason of their age, are not covered by this Agreement, the Swedish Union for Performing Arts and Film is entitled to include such players of main roles in the distribution of royalties transferred to the Swedish Union for Performing Arts and Film.

### **3 Auditing**

The Swedish Union for Performing Arts and Film has the right, at its own expense, through an authorised or approved auditor, to audit the producer's accounts in order to verify that the producer is meeting their obligations under this Agreement. The request for an audit of a production must be made no later than 2 years after the producer has provided the Swedish Union for Performing Arts and Film with information in accordance with sub-clause 1 above. A request for an audit made later than 2 years after such settlement may be rejected by the producer.

Producers must provide the information necessary for carrying out the audit. Such an audit may only cover circumstances concerning the relations between the Parties. Audits must be carried out during normal business hours, with the producer determining the exact time and place. However, the Swedish Union for Performing Arts and Film is entitled to an audit no later than 30 working days after the Swedish Union for Performing Arts and Film notified the producer of its request to perform an audit.

If the audit reveals information showing that the remuneration that the Swedish Union for Performing Arts and Film should have received under this Agreement differs materially from that reported and paid by the producer, the producer must bear the full cost of the audit.

### **4 Confidentiality**

The Parties agree to observe the confidentiality of such information received by a Party in respect of rights and obligations under this Agreement.

## **46 Commercials and commissioned films**

Agreements relating in part to remuneration for participation in commercials must be confirmed in writing in accordance with the specially prepared standard contract appended to this collective agreement.

In connection with the production of a commissioned film, regardless of the production technology, the participant's fee pays for the producer's right to freely screen and distribute the work.

The right to screen and distribute commissioned films is unrestricted geographically and in terms of time. Unless the original purpose of the film is changed, this also includes the right to screen and distribute the film in a shortened version or in certain parts or in the form of still images.

### Comments

- 1. Regardless of the provisions of this clause, the producer has the right to screen and distribute the film in connection with company jubilees and cavalcades, in cultural-historical contexts and as part of the marketing for their own company or the client's company. In addition, producers and clients have the right to enter the film in festivals and competitions.*
- 2. The rights do not extend to the right to use the name or image of the participant in magazines or in printed advertising, with the exception of advertising for the film or for the producer's own company.*
- 3. The Board of Trustees has to monitor the application of the Agreement in relation to the demarcation between commercials and industrial films. Any dispute is settled by the Board of Trustees with an impartial chair.*
- 4. Clause 44 applies to the production of documentary films.*

## **47 Short excerpts**

### **1 Rights relating to short excerpts**

Broadcasters are entitled, without payment, to use excerpts of no more than two minutes from productions produced for that broadcaster for transmission by their own company. Such excerpts may not include a complete scene or a complete stage routine.

Where the broadcaster itself is a producer, remuneration of 10% of the person's basic fee is payable for a complete 1-5 minute scene or stage routine; however, from 25/01/2021 *minimum SEK 2,650 and maximum SEK 6,540 and from 01/06/2022 minimum SEK 2,706 and maximum SEK 6,678.*

For sketches of less than one minute of screen time, remuneration of SEK 794 will be paid from 25/01/2021 and SEK 811 from 01/06/2022.

Productions may not consist mainly of short excerpts.

### Comments

- 1. For the right specified in the first item, broadcasters pay the Swedish Union for Performing Arts and Film remuneration under a special arrangement between the parties for use for collective purposes such as humanitarian and/or social purposes.*
- 2. The producer's rights under this provision may not, without the permission of the rights holder concerned, be used in such a way as to infringe their moral rights under the Swedish Copyright Act.*
- 3. The above provisions do not restrict the right to quote under the Swedish Copyright Act.*

## **48 Board of Trustees, Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film**

A joint Board of Trustees consisting of a maximum of four members from each side, of which the Chair of each organisation must be two of these members, must be established. The Board of Trustees must:

- Monitor the interpretation and application of the provisions of the Agreement.
- Make recommendations to the Parties in cases which they refer to the Council.

## **49 Disagreements**

In the event of disagreements concerning provisions laid down in this Agreement or in the contract or with regard to other circumstances, there must be negotiations, first between the producer and the employee. The participant may be represented by a locally appointed trade union representative. Unless agreement is reached in the local negotiations, one party may request central negotiations.

Any dispute arising out of actual or alleged inaccuracies which a party did not raise with the other party within three months of becoming aware of the circumstance to which the claim relates and no later than two years after the circumstance occurred may not be subject to review or discussion. Central negotiations must be convened within two months of the conclusion of the local negotiations.

A dispute which cannot be resolved by negotiation must be referred for decision by the Labour Court no later than two months after the conclusion of the negotiations, in the event of a risk of the dispute being dismissed. If, for certain matters, the law provides for a different period of time if there is a risk that a right will otherwise be forfeited, the provisions of the law apply.

## **50 Term of the Agreement**

This Agreement applies from 01/01/2021 to 31/05/2023 in respect of pay and general terms and conditions and is subsequently renewed for one year at a time unless notice of termination was given no later than three months in advance.

When notice of termination is given, the terminating party must, at the same time, make a proposal to amend the Agreement.

SWEDISH MEDIA INDUSTRIES EMPLOYER ASSOCIATION

SWEDISH UNION for Performing Arts and Film

## APPENDIX 1

### Filming from performances and the like not prepared by broadcasting TV companies

In the case of live broadcast or broadcast of filming from all or a major part of a stage performance which was not prepared by the broadcaster and involving the participation of people subject to this Agreement, the broadcaster makes an agreement with the participants.

The transmission of opera, operettas and musical works from a theatre is subject to a special agreement.

Basic remuneration to artists and directors must be paid with at least the following amounts:

<b>A</b>	<b>Performance up to 60 min</b>	<b>25/01/2021</b>	<b>01/06/2022</b>
I	Major role/participation	SEK 23,218	SEK 23,710
II	Medium role/participation	SEK 17,684	SEK 18,059
III	Small role/participation	SEK 11,071	SEK 11,306
IV	Supporting role/participation	SEK 6,639	SEK 6,779
	Director	SEK 55,279	SEK 56,451
<b>B</b>	<b>Performance 60 – 120 min</b>	<b>25/01/2021</b>	<b>01/06/2022</b>
I	Major role/participation	SEK 33,170	SEK 33,874
II	Medium role/participation	SEK 23,218	SEK 23,710
III	Small role/participation	SEK 15,485	SEK 15,813
IV	Supporting role/participation	SEK 8,840	SEK 9,027
	Director	SEK 77,376	SEK 79,016
<b>C</b>	<b>Performance over 120 min</b>	<b>25/01/2021</b>	<b>01/06/2022</b>
I	Major role/participation	SEK 45,340	SEK 46,302
II	Medium role/participation	SEK 29,855	SEK 30,488
III	Small role/participation	SEK 19,900	SEK 20,322
IV	Supporting role/participation	SEK 11,071	SEK 11,306
	Director	SEK 99,492	SEK 101,600

In addition, the minimum daily fee and appearance fee under Clause 36 are payable for artists for the days on which the participant is available to the broadcaster for rehearsal and filming, insofar as the participant does not receive pay from the theatre (equivalent) for that time.

The director, choreographer, costume designer and set designer are paid remuneration under Clauses 37-38 on the same conditions for work in connection with the filming.

Set designers and costume designers receive basic remuneration from *25/01/2021 of minimum SEK 17,684 and from 01/06/2022 of minimum SEK 18,059*. Choreographers (feature) receive basic remuneration from *25/01/2021 of minimum SEK 8,840 and from 01/06/2022 of minimum SEK 9,027*.

For other participants who perform or have performed copyright-protected works or performances, remuneration is agreed on a case-by-case basis between the broadcaster and the respective author or performer.

### **Small part of the performance**

For filming which covers only a small part of a performance as described above and which is to be used as information on the current performance in a theatre review show or equivalent production, remuneration is payable only if the participant was caused extra work or inconvenience through the filming and its preparation. Remuneration is payable according to individual agreement. The duration of the filming must in principle be limited to no more than two minutes, but may in exceptional cases also include a complete scene and have a duration of no more than five minutes. Filming carried out under this item may only be used for the specified purpose.

If special attendance is required in the studio for participation in programmes under this provision, remuneration must be paid with at least 35% of the applicable minimum basic fee in accordance with Clause 36 in cases in which the feature is less than five minutes.

A prerequisite for filming under this clause is that the participant has given their consent.

Transmission may not take place until an agreement on remuneration has been reached.

Remuneration constitutes the right to a television broadcast in Sweden. Otherwise, the respective agreements relating to participation in the broadcaster are applied.

## APPENDIX 2

### Transmission on television of opera, operettas and musical work and ballet performances

In the case of the transmission, i.e. stage performance not prepared under the direction of the broadcaster, of opera, operettas and musical works in which the participants are contracted under a collective agreement, or have agreed in a contract with the broadcaster on the terms of employment for television transmission, the remuneration terms specified in this Agreement must apply.

#### Note to the negotiating protocol

The Parties agree that, in the event of transmission during the term of the Agreement from another theatre, the tariffs specified in the Agreement must in principle apply.

### Copyright remuneration of artists and dancers

#### **A Transmission of opera, operetta, musical**

Remuneration is payable as follows:

For the duration of the performance	25/01/2021	01/06/2022
Up to 1.5 hours	SEK 4,768	SEK 4,869
Up to 3.0 hours	SEK 9,100	SEK 9,293
Over 3.0 hours	SEK 14,333	SEK 14,637

For theatrical participation per 10-minute period or part thereof *from 25/01/2021 SEK 860 and from 01/06/2022 SEK 878.*

For level of difficulty of performance/singing 1-16 *from 25/01/2021 SEK 3,846 and from 01/06/2022 SEK 3,927 for step 1, thereafter from 25/01/2021 SEK 1,739 and from 01/06/2022 SEK 1,776 per step.*

## **B Transmission of ballet performance**

	<i>25/01/2021</i>	<i>01/06/2022</i>
Major lead role in programmes longer than 35 min	<i>SEK 47,181</i>	<i>SEK 48,181</i>
Major lead role	<i>SEK 43,978</i>	<i>SEK 44,911</i>
Minor lead role	<i>SEK 38,210</i>	<i>SEK 39,020</i>
Major intermediate part or main role in ballet less than 10 min	<i>SEK 32,483</i>	<i>SEK 33,171</i>
Minor intermediate part	<i>SEK 24,433</i>	<i>SEK 24,951</i>
Small role	<i>SEK 13,373</i>	<i>SEK 13,657</i>
Corps participation	<i>SEK 6,433 – 10,695</i>	<i>SEK 6,570 – 10,919</i>

## **C Ballet participation in opera, operetta, musical**

However, for participation as part of the corps de ballet in an opera, operetta and musical, remuneration under B above is reduced by 50%, but from *25/01/2021 minimum SEK 3,846 and from 01/06/2022 SEK 3,927*. For other participation, remuneration is paid based on B above.

### **Classification**

The level of difficulty referred to in point B is determined in consultation between the broadcaster and the representative of the theatre and the relevant artistic staff there.



**Copyright remuneration of directors, choreographers, set designers and costume designers in connection with transmission of musical dramas**

The director and choreographer receive remuneration corresponding to the applicable fee in accordance with the provisions for the lead role referred to in point A increased from 25/01/2021 by SEK 3,846 and from 01/06/2022 by SEK 3,927.

For set designers and costume designers and, where appropriate, for assistant directors/choreographers and other participants who perform or have performed copyright-protected works or performances, remuneration is agreed on a case-by-case basis between the broadcaster and the Swedish Union for Performing Arts and Film.

In addition, choreographers are paid for the performance rights to choreography as follows:

For the acquisition of the performance rights to independent ballet works of at least ten minutes' duration, remuneration is paid from 25/01/2021 at SEK 1,753/min and from 01/06/2022 at SEK 1,790. The above remuneration may be reduced the first time a choreographer's work is performed on television, but by a maximum of 25%.

For the acquisition of choreographic works other than the above, remuneration is paid in accordance with the agreement reached for each occasion, whereby the remuneration as described above may be reduced by a maximum of 30%.

For the acquisition of independent ballet works, the remuneration from 25/01/2021 is SEK 8,305 and from 01/06/2022 SEK 8,481.

Remuneration under this clause is payable for each broadcast.

**D Remuneration for certain additional appearances**

Rehearsal, filming or other appearance required by the broadcaster at a time outside the respective corps of artists' working hours agreed locally with the theatre is remunerated, insofar as this is not done by the broadcaster, at the remuneration amounts provided for in Clause 36.

## **APPENDIX 3**

### **Production conditions**

#### **Planning**

The Parties agree that production covered by the Agreement requires pre- and post-production work. It is important that, where appropriate, the director, set designer, director of photography, production manager and sound engineer can participate in the pre-production work and that the script can be presented to these individuals at the earliest possible stage.

It is important that a staff meeting is organised before the start of filming. At this meeting, the producer must provide staff with information on the production conditions, financial calculation and filming schedule.

The Swedish Union for Performing Arts and Film has the opportunity to attend such a meeting to provide information about trade union activities.

#### **Trade union work**

The Parties note that production covered by the Agreement takes place to a large extent under conditions which are different from production in general. For example, the workplace often varies not only by production, but also during production. Staff composition may vary from one filming day to the next. The Parties state that it is important that employees, within the framework of their professional roles, have room for influence, participation and responsibility. Particular attention should be paid to the individual's opportunities for co-determination, and this should be promoted.

The Parties agree that it is particularly important that information can flow satisfactorily. Information about individual productions is provided to the trade union representative or the staff of the current production. Information about the general issues of the companies must be provided to the Swedish Union for Performing Arts and Film centrally.

Staff have the right to appoint a trade union representative and a safety officer from among the employees on a production. Staff notify the producer of who has been appointed.

## **APPENDIX 4**

### **Remuneration for the buy-out of rights for the re-use of dubbed versions for animated foreign series.**

#### **BUY-OUT OF RIGHTS**

All rights for 50 years	250% of the basic fee
-------------------------	-----------------------

All TV rights for 50 years	100% of the basic fee
----------------------------	-----------------------

All rights for individual use for 50 years	50% of the basic fee
---	----------------------

All rights for 50 years, with the exception of rights of public performance	150% of the basic fee
--	-----------------------

All rights for 50 years, with the exception of TV rights	100% of the basic fee
---	-----------------------

All rights for 50 years, with the exception of rights for individual use	150% of the basic fee
---	-----------------------

All phonogram rights for 50 years	50% of the basic fee
-----------------------------------	----------------------

The employee and the producer may agree that, in return for payment of the difference as set out above, the producer may acquire rights not covered by the contract.

## **APPENDIX 5**

### **Contract of employment and artist contract**

- Artist contract for employment in film/TV production.
- Contract of employment for the employment of a film team.
- Contract of employment for the employment of a director.
- Contract of employment for the employment of a choreographer, a set designer and a costume designer.
- Artist contract for commercial for members of the Swedish Union for Performing Arts and Film.

**All contracts are available at [www.almega.se](http://www.almega.se) or [www.teaterforbundet.se](http://www.teaterforbundet.se). Contracts of engagement are also available at [www.medieforetagen.se](http://www.medieforetagen.se).**

# ARTIST CONTRACT

## Regarding employment in film/TV production

Producer:.....

Artist:.....

The employment relates to participation in filming the production:

.....

in the

role.....

The employment is valid for the period from..... to .....

In remuneration, the artist receives: (tick the appropriate option)

Performance day fee: .....

Excess-day fee:.....

Role fee:.....

Monthly pay.....

The fee is paid as follows:.....

Guaranteed number of performance days:.....

Versioning under the following conditions.....

Merchandising as follows..... Remuneration is paid at:.....

.....

Special provisions:.....

The relationship between the parties is otherwise governed by the current national agreement between the Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film.

At the same time, the Artist hereby solemnly declares that, to the best of their knowledge, they are not prevented by illness or any other reason from performing their obligations under this Contract.

..... , date / ....., date /

.....

For the Producer

.....

Artist

Company:.....

Name:.....

Address:.....

Address:.....

Tel./fax:.....

Tel./fax:.....

Email:.....

Email:.....

Corporate ID no.:.....

Personal ID no.:.....

**CONTRACT OF EMPLOYMENT**  
**Regarding the employment of a film team**

Producer.....

hereby employs .....

.....

as.....

for the following production/productions (projects) .....

.....

The employment is valid for the period from..... to .....

In remuneration, the employee receives a daily fee/monthly fee of SEK

.....

paid as follows .....

.....

Number of years in the profession (years in the industry)

.....

Special provisions .....

.....

.....

The relationship between the parties is otherwise governed by the current national agreement between the Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film.

..... , date.....

.....  
Producer

.....  
Employee

Company:.....

Personal ID number .....

Address:.....

Address.....

Tel./fax:.....

Phone .....

Email:.....

Income tax assessment .....

Corporate ID no.:.....

Any main employer (written certificate attached)  
.....



# CONTRACT OF EMPLOYMENT

## Regarding the employment of a director

Producer.....

Hereby employs .....

As director of the production.....

The employee must be at the producer's disposal from:

.....

☐ to .....

☐ until the finished premiere copy is available

in remuneration, the director receives

☐ a fee of..... SEK/min\*, but no more than SEK .....

☐ a daily fee of SEK .....

☐ a monthly fee of SEK .....

The fee is paid as follows .....

.....

Special provisions

.....

.....

The relationship between the parties is otherwise governed by the current national agreement between the Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film.

..... , date.....

.....	.....
Producer	Director
Company:.....	Personal ID number .....
Address:.....	Address.....
Tel./fax:.....	Phone .....
Email:.....	Income tax assessment .....
Corporate ID no.:.....	Any main employer (written certificate attached)

\* Refers only to the director of a drama production according to Clause 37 (1) of the current national agreement.

## **CONTRACT OF EMPLOYMENT**

### **Regarding the employment of a choreographer, a set designer and a costume designer**

Producer.....

hereby employs .....

as .....

for the production .....

.....

The employee must be at the producer's disposal from: .....

to .....

In remuneration, the employee receives a daily fee/monthly fee of

SEK .....

The fee is paid as follows .....

.....

Special provisions .....

.....

The relationship between the parties is otherwise governed by the current national agreement between the Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film.

....., date	.....
..... Producer	..... Employee
Company:.....	Personal ID number .....
Address:.....	Address.. .....
Tel./fax:.....	Phone .....
Email:.....	Income tax assessment .....
Corporate ID no.:.....	Any main employer (written certificate attached)

# ARTIST CONTRACT FOR COMMERCIAL

## For members of the Swedish Union for Performing Arts and Film

Producer .....

Artist .....

With regard to participation in  
.....

The engagement applies from ..... to  
.....

### 1 Definition

Commercial means a film which is screened to or distributed to the public on paid advertising space with a view to providing information, for the purposes of sales promotion, on the characteristics of a good or service or to incorporate and reinforce a trade mark, distinguishing feature, etc.

### 2 Areas of use

Areas of use (tick):

A ☐ Television Channel ..... Channel..... Channel.....  
Channel..... Channel..... Channel.....

B ☐ Cinema

C ☐ Home Video

D ☐ Film and video screened in public other than above,  
for example in public places, restaurants, etc.

E ☐ Any other areas of use

.....

.....

F ☐ Special conditions (e.g. country, etc.)

.....

### **Comment**

The producer may not use the film for areas of use other than those specified above, unless a new agreement is first made with the artist.

## **3 Screening time**

The screening time is two years from the first public screening for each country in which the film is presented.

## **4 Option**

☐ The producer acquires the right to screen the film for a further maximum of two years against an additional fee of 25% per annum.

☐ There is no option.

### **Contract renewal**

If the producer and the artist agree, a new contract may be drawn up between the producer and the artist before the end of the four-year term to extend the screening date.

## **5 Terms of payment**

The fee specified below includes the rights of use areas specified in item 2.

☐ Fee per day of filming, SEK

.....

☐ One-off fee, SEK

.....

**6 Any other terms and conditions**

.....

.....

**7 Advertising participation in newspapers, posters, etc.**

This contract form does not regulate participation for advertising or posters in newspapers, on advertising pillars, etc. for advertising.

**8 Other terms and conditions**

In addition, the provisions in force in the national agreement drawn up between the Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film apply.

**Comment**

Exceptions to the provisions of this Contract may be made. In such case, written permission must be obtained from the Swedish Union for Performing Arts and Film.

....., date /                      ....., date /  
For the producer                      The participant  
.....

Company:.....	Name: .....
Address:.....	Address:.....
Tel/fax: .....	Tel/fax: .....
Email:.....	Email:.....
Corporate ID no.:.....	Personal ID no.:.....

## **APPENDIX 6**

### **The rules of the previous agreement on rights related to basic use and re-use**

#### **5 Payment of fee and other remuneration**

Remuneration for rebroadcast of a broadcast in the period preceding the 15th of each month must be paid to the participant no later than the 25th of the same month. Remuneration for rebroadcast after the 15th of a month must be paid no later than the 25th of the following month.

#### **43 Screening and distribution rights related to basic use**

##### **1**

The following professional categories are covered by the remuneration in this clause:

Directors

Choreographers

Set designers

Directors of photography

Costume designers

Actors

Singers

Dancers

Artists

Animators

##### **2 Right of use within the framework of the basic fee**

The basic fee or equivalent replaces one of the following forms of use as set out in the individual contract of employment.

Forms of distribution that are not affected by active user selection

a) Public television

One broadcast

b) Public performance

Without limitation

c) Pay TV

Twelve screenings in the Nordic region in one year from the first public broadcast.

Distribution forms affected by active user selection

d) Individual use



Without limitation

- e) Individual use of data-based information  
See comment 2 below

Comments:

1. *For productions which are assumed to be presented in different versions through the same filming, special rules apply to remuneration and the definition of the concept of basic use. See also special rules in Clause 44 (3).*
2. *With regard to the individual use of data-based information??, the Parties must, in a joint working group, monitor the development of this form of use with a view to developing, for the next agreement, demarcation and remuneration principles for the use in question. Use during the term of this Agreement must be resolved by the Parties on a case-by-case basis. Clause 40 (1), item 2, must therefore not apply to the use of data-based information??.*
3. *The use of commercial interactive games and the direct production of CD-ROMs are not regulated by this Agreement.*
4. *TV3 and Channel Five, respectively, are to be regarded as ‘public television’ under this Agreement. Should a new agreement be made between the Swedish Union for Performing Arts and Film and TV3 or Channel Five, that agreement in its entirety takes precedence over what is stated in this item.*

### **3 Rebroadcast/replay after first broadcast on public television**

If filming is rebroadcast by companies under which the first broadcast took place in Sweden, the following remuneration will be paid. The remuneration is based on the participant’s basic fee and includes two rebroadcasts within the respective specified time period with the following percentages:

Both rebroadcasts within 30 days	10%
One rebroadcast within 30 days and one within a year	12.5%
Both rebroadcasts after 30 days but within a year	15%

In the case of rebroadcast thereafter, the following remuneration is paid based on the basic fee:

In the second year	15%
Third to eighth year	20%
Ninth to 15th year	25%
From the 16th year	30%

However, children's and youth programmes are always remunerated at 20% from the third year.

Each rebroadcast from the third rebroadcast may be subject to two 'service replays', to be broadcast within 30 days of the rebroadcast.

Remuneration for the two service replays is paid at 10% based on the rebroadcast remuneration.

#### Comments

- 1. The periods are counted on the calendar from the first broadcast.*
- 2. In the case of regional and local broadcast, the above percentages are reduced as agreed between the producer and the Swedish Union for Performing Arts and Film. If agreement is not reached, the reduction must be 50%.*
- 3. In the event that only part of the work or performance of the participant is used, a reduction in the remuneration for rebroadcast may be made in accordance with local or central agreement.*

#### **4 Rebroadcast/replay after first broadcast on Pay TV**

If, after the first year of broadcasting, a production is rebroadcast by the broadcaster under which the first broadcast took place in Sweden, the following remuneration will be paid. The remuneration is based on the basic fee per commercialisation period of one year and entails a right to twelve rebroadcasts per annum.

Second year	15%
Each broadcast in addition to the 12th	15% per rebroadcast
Third to eighth year	20%
Each broadcast in addition to the 12th	20% per rebroadcast
Ninth to 15th year	25%

Each broadcast in addition to the 12th 25% per rebroadcast

From the 16th year 30%

Each broadcast in addition to the 12th 30% per rebroadcast

However, children's and youth programmes are always remunerated at 20% from the third year.

### Comments

1. *In cases in which only part of the participant's performance is used, the remuneration for rebroadcast may be reduced in accordance with local or central agreement.*
2. *The conditions for satellite distribution are governed by a special agreement between the broadcaster and Copyswede.*

## **5 Live Broadcasts**

When television programmes are broadcast simultaneously in several countries, a supplement to the participant's individual basic fee is paid. The size of this supplement is determined by the EBU percentages for each EBU member.

However, for the Nordic EBU members, the following percentages are applied based on the basic fee:

### **NORDIC REGION**

A	One country	5%
	Two countries	10%
	Three or more countries	14%

B Iceland and the Faroe Islands only 1%.

For broadcasters that are not members of the EBU, additional remuneration of 2% is paid for each country (company).

### **Comment**

In the event of live broadcasting to a large number of countries (companies), an agreement may be reached to maximise the remuneration to 150%.

## 44 Rights related to re-use

### 1 Royalties levels for certain re-use

Where a production is redistributed in addition to what is included in the basic use, remuneration in the form of royalties on the producer's gross revenue is payable as follows in respect of what is specified in this sub-clause:

Public television	14%
Public performance	14%
Pay TV	14%
Individual use	8%
Individual use of data-based information items 2	see Clause 43 (2) comments
Dubbing	3%
Voiceover	2%

However, for productions first broadcast on public television in Sweden, 20% is paid in royalties for a grant for other broadcast on public television in the Nordic region. For dubbing or voiceover only, the percentage is reduced to 3 and 2, respectively.

For cinema films sold or leased for screening outside the Nordic region in combination with screening on television and/or video commercialisation, 2% is paid in royalties. For films for which filming began during the period 30/09/1975 – 31/12/1984, said royalties are paid if the producer's gross revenue exceeds SEK 50,000.

#### Comments

1. *The royalties rates above include employer's contributions payable from time to time.*
2. *Royalties must be calculated on the actual income that accrues to the producer after deduction of taxes and public-law contributions. What remains is the producer's gross revenue, which is the basis for royalties calculation.*
3. *Previous rules on older film works (which constituted a specific appendix to the agreement) have been incorporated under this clause, with the result that royalties are to be paid, in the event that reference to the collective agreement has been made, in respect of:*
  - *public television for films for which filming began after 01/04/1965*
  - *public performance, pay TV and individual use for films for which*

- *filming started after 01/03/1959,*
  - *dubbing and voiceover for films for which filming began after 31/12/1984,*
  - *cinema films sold or leased for screening outside the Nordic region in combination with screening on television and/or video commercialisation for films for which filming began after 30/09/1975.*
4. *In the event that an agreement is reached between TV4 AB and Copyswede or the Swedish Union for Performing Arts and Film regarding video publishing, that agreement in its entirety takes precedence over what is stated in this sub-clause.*

## **2 Proportioning gross revenue**

The use of a production in the form of videograms, CD-ROMs or other similar storage medium is remunerated in accordance with the rules on individual use in sub-clause 1.

In situations in which a videogram, CD-ROM, DVD or other similar storage medium contains material from different productions, only some of which are regulated by this Agreement, the producer is entitled, when reporting to the Swedish Union for Performing Arts and Film, to proportion, in agreement with the Swedish Union for Performing Arts and Film, the gross revenue from rights of use granted on which royalties are to be calculated. In such case, the gross revenue must be reduced to correspond to the scope of rights arising out of this Agreement in relation to the total scope of rights.

## **3 Productions screened/distributed in different versions**

In the case of productions in which the material filmed in one context is intended to be broadcast/presented in two different versions, both for public television and as a cinema film, the following applies by way of departure from the definition in Clause 43, comment 1, of basic use and re-use, respectively.

The version produced for broadcasting on public television must be regarded and treated as the basic use under this Agreement. The basic fee thus replaces?? the broadcasting rights for public television. Rebroadcasts of this version are governed by Clause 43 (3).

For the right of the producer to complete and use alternative versions under Clause 43 (2) for distribution other than in the form of primary screening on public television, the participant receives a 35% supplement on the individual

basic fee. Additional broadcast or presentation of such versions is regarded as re-use and is replaced?? in accordance with the rules of sub-clause 1.

Comments

1. *Version means that filmed material is edited so that the edited work constitutes a standalone work in the sense of the Swedish Copyright Act.*
2. *Different edits of filmed material for broadcast on public television, the purpose of which is solely to adapt the material to the schedules of a broadcaster or equivalent, are regarded as the same version.*

#### **4 Co-production**

In the case of co-production, it must always be stated who is the employer. The employer fulfils the obligations in relation to the Swedish Union for Performing Arts and Film and the participants. Where two or more companies jointly produce a production and thus share among themselves the screening and distribution rights for the re-use of the production, the remuneration for those rights is subject to royalties at the levels set out in Clause 44 (1).

Production grants from co-producers/co-financiers and production funding from the Swedish Film Institute are regarded as production subsidies and must not be reported as a basis for royalties calculation.

#### *Comment*

*The Board of Trustees must comply with the application of the rules of this sub-clause.*

## **APPENDIX 7**

### **Alternative regulation of working hours**

Film, TV and video filming agreement

This is an alternative regulation of working hours. The producers intending to apply this regulation must notify the Swedish Union for Performing Arts and Film of this before filming begins. A prerequisite for applying the below is that a preliminary working hours schedule is established for the filming period/block. The definite schedule is set 14 days in advance for each week. Where not indicated otherwise, the other working hours provisions of the collective agreement apply.

#### **1 Artists (replaces Clause 13)**

Ordinary working hours for artists are no more than 8 hours per day (excluding meal breaks) on average during a calculation period corresponding to the length of employment, but no more than three months. Ordinary working hours may not exceed 10 hours per day. However, no week without public holidays may exceed 50 ordinary working hours. A maximum of four 50-hour weeks may be scheduled consecutively.

#### **2 Technical employees (replaces Clause 27)**

Ordinary working hours may not exceed 40 hours on average per week without a public holiday during a calculation period corresponding to the length of the period of employment (actual working period), but no more than three months. Ordinary working hours may not exceed 10 hours per day. However, no week may exceed 50 ordinary working hours. A maximum of four 50-hour weeks may be scheduled consecutively.

Each employee must have at least 11 hours of continuous time off during each period of 24 hours (daily rest) and at least 36 hours of continuous time off during each seven-day period (weekly rest). A temporary deviation from this is permitted if caused by a particular circumstance unforeseeable by the producer. Temporary deviations may also be made by local agreement. In cases where a deviation is made from the daily rest rule, the employee must be given compensatory time off.

Working hours also include approved preparation and finishing work.



### 3 Overtime

In the case of overtime, remuneration of at least 1/82 of the monthly pay is always paid.

Special overtime 1/75 of the monthly pay.

### 4 Unsocial hours

Remuneration for ordinary work at unsocial working hours is always paid from 25/01/2021 at a minimum of SEK 90 per hour and from 01/06/2022 at a minimum of SEK 92 per hour.

	25/01/2021	01/06/2022
Monday-Saturday 00:00-07:00 and Sunday/public holiday plus New Year's Eve, Easter Saturday, Whit Saturday, Midsummer's Eve and Christmas Eve	SEK 130 per hour	SEK 133 per hour

## APPENDIX 8

### Previous rules on non-measurable revenue

#### 44 (8) Royalties for non-measurable revenue

In the event that no measurable revenue can be derived from a specific use of a work, royalties are paid as below.

##### Broadcast on television

A broadcast on television includes live and simultaneous broadcasting on but not limited to television, cable, IP television, 3G, DVBH. In the event that any of these distribution methods is subject to a right to remuneration for rebroadcast under Section 42 (f) of the Swedish Copyright Act, this Agreement will not affect the Swedish Union for Performing Arts and Film's right to remuneration through Copyswede.

Royalties for each broadcast on television must be paid as follows and must be based on the total basic fee and the employer's contributions paid on it. The royalties cannot be included in the basic fee of the participant without special approval from the Swedish Union for Performing Arts and Film.

Royalties are affected by the following.

- The time of day of the broadcast,
- the time of year of the broadcast and the
- channel's audience share

Start time/audience share	>15%	6-14.9%	2-5.9%	<2%
10:00-17:59	2.50%	2.00%	2.00%	1.25%
18:00-18:59	7.50%	5.00%	3.00%	1.50%
19:00-22:00	10.00%	7.00%	4.00%	2.25%
22:01-23:00	7.50%	5.00%	3.00%	1.50%
Other time	1.25%	1.00%	1.00%	1.00%

##### Summer

In summer, the time zone 19:00 – 22:00 is regarded as 18:00 – 18:59. Other time zones during summer are calculated according to the above table.

### Audience success

Regardless of channel or broadcast time, royalties must be paid at 1.25 times royalties in the above table if the average number of viewers at the time of broadcast exceeds:

Start time of day	Average number of viewers
18:00 – 18:59	500,000
19:00 – 22:00	1,000,000
22:01 – 23:00	500,000
Other time	250,000

### Upward adjustment rule

The basis for calculation is the individual basic fee. This basis is adjusted annually by the same percentage as the income base amount. The upward adjustment is made annually on 1 January after the income base amount has been determined.

### Transmissions

In the case of transmission which is not a television broadcast and the transmission does not generate measurable revenue to the producer, the producer and the Swedish Union for Performing Arts and Film must agree on royalties in accordance with the same principles as above.

Royalties must be paid to the Swedish Union for Performing Arts and Film.

### Comment

*In order to determine a channel's audience share, the parties agree to apply MMS's measurements for the average audience share of the previous calendar year per channel.*

## **APPENDIX 9**

### **Trial regulation for scripted TV series**

The Swedish Media Industries Employer Association and the Swedish Union for Performing Arts and Film agree that the following technology-neutral model will be used for a trial period from 1 January 2020 to 31 December 2021.

The regulation replaces the right-of-use rules for scripted TV series productions in the otherwise applicable collective agreement. The terms and conditions and levels of the regulation are designed on the basis of the interests of the parties, taking into account the prevailing market situation, the needs of the customers and the special circumstances that apply in Sweden and the Nordic region, such as the lack of production incentives. In the event of a change in circumstances or market conditions, the Parties must renegotiate the terms and conditions and levels in good faith, taking into account these new circumstances, in accordance with the discussion between the Parties on which the terms and conditions and levels of this trial regulation were based, but no earlier than 31 December 2021.

For the period after 31 December 2021, the regulation applies with a two-month mutual notice period. In the event of the termination of the regulation or notice of termination of the regulation, negotiations on a new regulation must be resumed, as the right of use of these productions is otherwise unregulated in accordance with the trial agreement. Use will then return to the rules of the Film, TV and Video filming Agreement (Appendix 9).

The regulation applies to the replacement?? of rights for scripted TV series. However, it does not apply to TV series produced for SVT and SVT's co-productions where SVT is the first window.

### **A - REMUNERATION TO BE PAID FOR THE CLEARANCE OF RIGHTS SOLD AS PART OF THE FINANCING**

#### **Rights for territories within the Nordic region**

1. The producer must pay the Swedish Union for Performing Arts and Film compensation for the assumption?? of the rights sold as part of the financing as shown in the table below, based on the production budget excluding the production company's own contribution, max. 10% of the budget, up to SEK 3 million and excluding remuneration to

the Swedish Union for Performing Arts and Film. The remuneration is reduced by 50% on a share of the production budget that exceeds SEK 70 million. The remuneration to the Swedish Union for Performing Arts and Film must be calculated on a minimum budget of SEK 20 million, as an explanatory example; remuneration for a production with a budget of SEK 10 million must be calculated on a budget of SEK 20 million.

2. The remuneration pays for?? rights for all uses in territories in the Nordic region.
3. The producer must, at the premiere of the production in the first screening window, submit to the Swedish Union for Performing Arts and Film the financing plan on the basis of which production decisions were made.
4. The Parties agree that remuneration to the Swedish Union for Performing Arts and Film for the assumption?? of the rights under this trial regulation relates only to use and must not affect the remuneration paid in the form of basic fees.
5. The remuneration for 5 or 10 years must be paid as follows: 50% at the premiere and 50% one year after the premiere.

Licence period	Nordic region
5 years	2.5%
10 years	3%
Pre-sales (outside the Nordic region)	3.5%

### **Rights for territories within Europe and worldwide, respectively**

1. The producer must pay the Swedish Union for Performing Arts and Film compensation for the assumption?? of the rights sold as part of the financing as shown in the table below, based on the production budget excluding the producer's fee up to 10% of the production budget and excluding remuneration to the Swedish Union for Performing Arts and Film. The remuneration is reduced by 50% on a share of the budget that exceeds SEK 85 million. The remuneration to the Swedish Union for Performing Arts and Film must be calculated on a minimum budget of SEK 30 million, as an explanatory example; remuneration for a production with a budget of SEK 20 million must be calculated on a budget of SEK 30 million.
2. The remuneration pays for?? rights for use in territories in Europe and worldwide, respectively, as follows:

Europe: SVOD and pay TV

Worldwide: SVOD

3. The producer must, at the premiere of the production in the first screening window, submit to the Swedish Union for Performing Arts and Film the financing plan on the basis of which production decisions were made.
4. The Parties agree that remuneration to the Swedish Union for Performing Arts and Film for the assumption?? of the rights under this trial regulation relates only to use and must not affect the remuneration paid in the form of basic fees.
5. The remuneration for 10 years or forever must be paid as follows: 50% at the premiere and 50% one year after the premiere.

Licence period	Europe (SVoD and pay TV)	Worldwide (SVoD)
10 years	4.0%	5.0%
Forever	5.0%	6.5%

## **B — REMUNERATION ON THE PRODUCER’S DISTRIBUTION REVENUE:**

1. The producer must pay 5.5% on distribution revenue from territories outside the Nordic region.
2. The producer must pay 10% on distribution revenue from territories within the Nordic region.
3. The producer is entitled to deduct 15% from the Swedish Union for Performing Arts and Film’s royalties share (10% of the production’s net revenue) from distribution revenue in the Nordic region. After the end of the contract term, the Parties must follow up to see whether this deduction has increased the revenue from sales within the Nordic region.

## APPENDIX 10

# Temporary addition to the Film, Television and Video filming Agreement

## MINUTES

### Central negotiations

Business: Temporary addition to the Film, Television and Video filming Agreement

Parties: Swedish Media Industries Employer Association  
Swedish Union for Performing Arts and Film

Date: 8 October 2020

Place: Via Teams and email

Present, on behalf of: **Swedish Media Industries Employer Association**  
Charlott Richardson

**Swedish Union for Performing Arts and Film**  
Madeleine Wagemyr

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§ 1 It is recorded in the minutes that the collective agreement is renewed until 31/12/2020. For the period 22/04/2020 – 31/12/2020, the Parties have agreed a temporary addition to the collective agreement (Appendix 1, items 1-3) as an alternative to Clause 3 (1) (1 and 2) and Clause 13 (1)/Clause 27 (3) of the agreement.

§ 2 The Parties agree to renew the addition during the period 01/01/2021 – 31/12/2021 with the amendment that item 3 is removed from 01/01/2021.

§ 3 The agreement applies to all planned productions and to all ongoing productions regardless of where in the contract or production process the companies are during the above-mentioned period.

The negotiations have been declared completed.

For Swedish Media Industries  
Employer Association

For the Swedish Union for  
Performing Arts and Film

Charlott Richardson

Madeleine Wagemyr

## **Additional agreement to the Film, Television and Video filming Agreement**

### **1. Break/non-production day directly or indirectly due to Covid-19 and not covered by production insurance**

Participants who would have worked that day will receive SEK 600. This applies to a maximum of ten (10) working days per production.

In more extensive productions, however, discussions may be started with the can be taken up with the Swedish Union for Performing Arts and Film to increase the number of days of break/non-production.

### **2. In case of postponement/discontinuation due to Covid-19**

If a production company decides that a production should be postponed or discontinued, the participants may be given notice with immediate effect. In this case, severance pay is paid for the remainder of the time that the employment would have lasted, but no more than 20% of two months' pay based on the employee's monthly pay, which must amount to a minimum of SEK 20,000/month and a maximum of SEK 40,000/month.

For functions which the producer considers to have continued working in the form of breakdown work, ordinary pay must be paid until the work is completed. After that, the employment ceases with immediate effect and severance pay is paid for the remainder of the time that the employment would have lasted, but no more than 20% of two months' pay based on the employee's monthly pay, which must amount to a minimum of SEK 20,000/month and a maximum of SEK 40,000/month.

### **3. Working hours (the provision expires as of 31/12/2021)**

To enable film productions scheduled to be filmed abroad to be filmed in Sweden instead for reasons of working hours, it is possible for production companies to schedule ordinary working hours of 50 hours per week during the contract term.

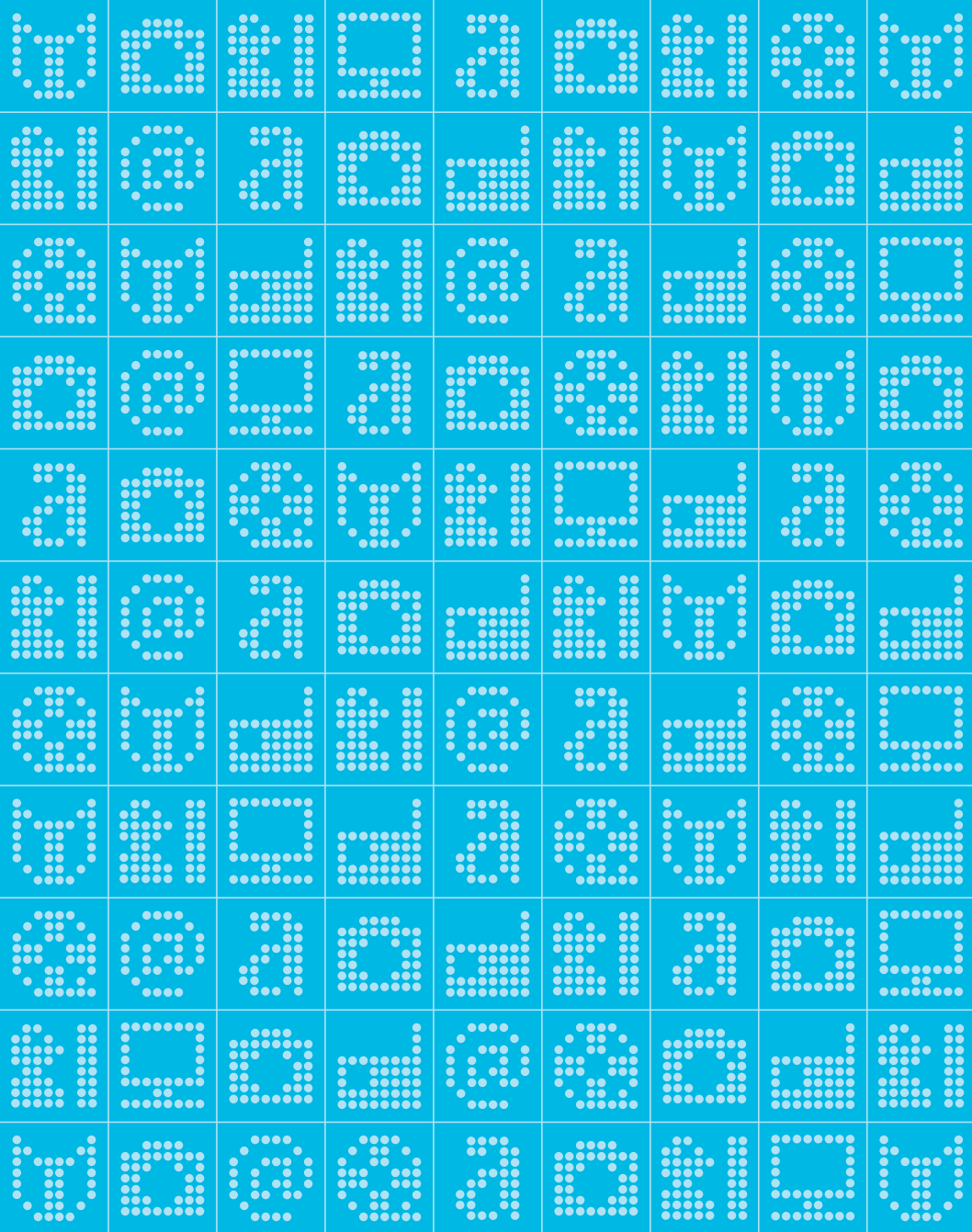
Ordinary working hours are no more than 8 hours per day (excluding breaks/meal breaks) on average during a calculation period corresponding to the length of employment, but no more than three months. Ordinary working hours may not exceed 10 hours per day. However, no week without public holidays may exceed 50 ordinary working hours.



Production companies may thus schedule 50 hours per week, but this must then be compensated by the fact that so-called 'zero weeks' are scheduled at some point during the employment period so that the average working hours are 40 hours per week on average.

Order no.: 6574 2101





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Questions about content:  
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