

# KPG Drama Company Agreement 2009

The effective date of this Agreement is \_\_\_\_\_ January 2009 and is in force until the 30<sup>th</sup> November 2009.

## 1.1 The parties:

This agreement exists between:

**The Australian Institute for Performing Arts Pty Ltd (AIPA)** of 40 Merrenburn Ave, Naremburn 2065. Trading as KICK Performance Group (KPG).

and

\_\_\_\_\_ (print full name)

of \_\_\_\_\_ residential address

Hereinafter referred to as "The Actor".

## 1.2 Commencement date of this agreement.

This Agreement commences on the date indicated at the top of this page.

## 1.3 The purpose of this Agreement

This Agreement serves to:

- i. Protect the integrity of KPG's Drama Companies.
- ii. Ensure actors and their families understand the commitment involved in being a company member in 2009.
- iii. Ensure that confidential information and intellectual property developed for and owned by AIPA is protected.
- iv. Give company members assurance in writing that all expectations of KPG are understood and met.

## 2.1 Expectations of the Actor

You are expected to attend all sessions as listed on the "Drama Company Dates 2009".

If you cannot attend a session, you must give written notice to Nicky asking for a leave of absence listing the reason and the dates that will be missed.

If you cannot attend a session due to illness, please provide a medical certificate or ask a parent/guardian to call the office.

You are expected to be on time for each session as listed on the "Drama Company Dates 2009". Actors should arrive at least ten minutes prior to the start of the first class/session/rehearsal. The annex area (or similar) will be provided for you to congregate.

We do understand that things happen and occasionally you can be held up for reasons beyond your control. If you can tell that you will be late due to public transport or traffic, please call the office on 02 9966 5013 and leave a message for your teacher.

You are expected to pay your fees on time. Students paying in installments need to stay ahead at all times and should provide credit card details to KPG's accounts department so that classes can be charged. An invoice or receipt will be issued on request.

You are expected to be correctly attired for classes and rehearsals. Please wear loose fitting clothes, jazz shoes or sneakers, KPG t-shirt or similar.

You are expected to learn all material given to you and work individually on improving accents, dialects, breathing, diction and intonation.

You are expected to keep your resume and headshot up-to-date and ensure that your agent and KPG have copies of them for submissions.

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## 2.2 Expectations of the KPG staff

É You can expect a written report at the conclusion of the programme in November provided by the KPG Admin team.

É You can expect regular updates emailed to you from the KPG Admin team.

É You can expect a disc with your screen work on it to be ready for collection from KPG by 12<sup>th</sup> December 2009. (Works currently entered or slated for entry in film festivals may be excluded from the disc).

É You can expect classes to be conducted professionally by master teachers who are qualified to teach their craft.

É If a staff member cannot teach a session, an appropriate substitute will be found and will have class notes so that students' progress is not interrupted. If the project involves an individual input from a staff member and a substitute would be detrimental to the progress of the project (eg you are in the process of shooting a short film), then an industry workshop will be run.

É You can expect that staff will be on time.

É You can expect that staff will be present at performances.

## 2.3 Permission for your image to be captured and used for promotion and publicity

É Company actors will be promoted through the AIPA and KPG websites. Your image will be captured and displayed on the site along with your resume.

É Company actors' work may be placed on YouTube or similar sites by the management of KPG in order to promote or show short films made for that purpose.

É Company actors' work may be entered into short film festivals by the management of KPG in order to promote or show short films made for that purpose.

É Company actors' work may be shown to casting directors in order to promote them as individuals or the company programme.

## 2.4 Grooming and conduct standards of company actors

É Company actors must not be under the influence of drugs or alcohol. Members must not smoke on the premise or whilst engaged in any performances, film shoots or other activities connected to KPG or AIPA.

É Company actors must come to classes/rehearsals correctly attired. Loose fitting clothing, jazz shoes or sneakers, hair tied back (female students).

## 2.5 Exclusion/Expulsion from KPG Drama Company

É The director of KPG Drama Company reserves the right to exclude/expel a member who breaches this contract. Fees will not be returned and members will be removed from all promotional material. Exclusion may also affect your representation status. Our reason for exclusion/expulsion will be put to the actor in writing, but will not be negotiable.

## 3. CONFIDENTIALITY

### 3.1 Definition of Confidential Information and Intellectual Property

É Information about short films, dramatic scenes, dramatic context, including but not limited to:

- Storylines
- Characters
- Scenes
- Locations & Sets
- Rehearsals
- Auditions
- Ideas & development
- Costumes
- Crew
- Any other material that describes the ideas, function or operation.

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## 3.1 Definition of Confidential Information and Intellectual Property (cont)

ÉOutcomes currently being developed by AIPA.

ÉInformation and Intellectual Property (as described above) developed by students or contractors at the direction of AIPA.

## 3.2 Form of Confidential Information and Intellectual Property

Confidential Information and Intellectual Property may be:

ÉOral, written, electronic or other machine readable form.

ÉTranslated from the original, modified, updated, or altered.

## 3.3 Conditions of Confidential Information and Intellectual Property

The Actor who is the signatory to this agreement agrees to the following conditions:

1. You acknowledge that existing information and intellectual property, owned by or developed for each project is the exclusive property of KICK Performance Group.
2. You will not disclose, or attempt to disclose, any Confidential Information and / or Intellectual Property owned by KPG to any third party.
3. You will not use, or attempt to use, any of the Confidential Information and / or Intellectual Property owned by KPG for your own benefit or for the benefit of any other person or entity.
4. You will not make, or take any copies of, any of the Confidential Information and / or Intellectual Property owned by KPG without the prior written approval of KPG.
5. You will ensure the secure custody of the Confidential Information and / or Intellectual Property owned by KPG and must take all reasonable precautions to prevent the access, use, or disclosure of this information by third parties.
6. You will destroy or return any Confidential Information and Intellectual Property to KPG at the direction of KPG.
7. You will continue to be bound by conditions 1 through to 6 (inclusively) until released in writing by KPG.

The Actor named below will be given access to the scripted materials and breakdowns for the duration of this contract.

The Actor acknowledges that this area contains material that is the intellectual property of KPG and is protected by copyright.

SIGNED for and on behalf of KICK Performance Group

\_\_\_\_\_

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

SIGNED by: (The Actor)

\_\_\_\_\_

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

*(Sign here)*

\_\_\_\_\_

*(Print your name here)*

SIGNED by: (Parent or Guardian of the Actor if Actor is a minor)

\_\_\_\_\_

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

*(Sign here)*

\_\_\_\_\_

*(Print your name here)*