



**MODEL CONTRACT BETWEEN WHO AND A COMMERCIAL PRODUCER FOR
THE PRODUCTION OF A FILM OR VIDEO OUTSIDE WHO**

AGREEMENT

between

the **WORLD HEALTH ORGANIZATION, South-East Asia Regional Office, Indraprastha Estate, New Delhi (“WHO”)** and **M/s.....**(“Producer”).

WHEREAS WHO desires to arrange for the production of a [film] [video] dealing with. [brief description of the subject-matter;

The Parties have agreed as follows :

1. Film/Video Specifications and Content

1.1 Producer agrees to produce for WHO a [film] [video], approximately minutes in length (hereinafter referred to as "the [Film] [Video]"), dealing with [subject-matter] and otherwise conforming with the specifications and descriptions as hereinafter set forth.

As a model, it is anticipated that many aspects of this contract may need to be modified or deleted in accordance with the needs of each project.

1.2 The specifications of the [Film] [Video] are: one master [and copies] , [insert relevant specifications such as VHF or Beta if for videos, or 35 mm if for films], in colour [black and white ?] with the sound fully synchronized with the photographic action. The [Film] [Video] shall be produced in the. language [(using native speakers and professional actors for dubbing, if any)] [with the commentary on a separate sound track from the music and effects so that other language versions can easily be made].

[1.3 Producer acknowledges that. ...% of the footage for the [Film][Video] shall be original. The original footage shall be shot on location in the following countries:]

[1.4 No special effects shall be used to conceal or distort the identity of any individual or location without the prior approval of WHO.]

1.5 The [Film][Video] shall conform to the policies and principles of WHO. It shall not, inter alia, show any public health worker smoking, nor shall it contain any reference or visual image of a specific commercial product. In case of any doubt about the policies of WHO, it shall be incumbent on the Producer to consult with WHO so as to ensure that the film conforms with those policies.

- 1.6 Producer agrees to consult WHO and WHO agrees to advise Producer on the technical, medical and policy aspects of the [Film] [Video] .
- 1.7 The description of the [Film][Video], including its purpose, focus, main subjects and intended audience, are more particularly described in Exhibit 1 attached hereto.

2. Production and Payment Schedule

2.1 The production schedule of the [Film] [Video] shall be :

- (i) treatment and shooting script: [date]
- (ii) rough cut: [date] (iii) final version: [date]

Each above-mentioned phase shall (a) be completed and submitted to WHO for its approval by the date indicated for such phase. and (b) upon completion faithfully reflect the previous WHO-approved phase. including proposed amendments (if any). and the specifications and descriptions set forth in this Agreement.

2.2 WHO shall pay the Producer US\$ (US dollars) for satisfactory completion and delivery of the [Film][Video] as follows :

- (a) US\$ (US dollars) shall be paid as an advance payment upon execution of this Agreement.
- (b) Subsequently WHO shall pay Producer the following amounts upon approval of the following phases of production (approval not to be unreasonably withheld) :
 - (i) treatment and shooting script: US\$ (US dollars)
 - (ii) rough cut: US\$ (US dollars)
 - (iii) final version: US\$ (US dollars)

3. Rights

Producer and WHO agree that the [Film] [Video] shall be considered as a work made for hire. Producer acknowledges that under the terms of such arrangement all rights appertaining to the [Film] [Video] and/or the original work product leading thereto. as well as the rights to the non-original material as referred to in paragraph 5.4 below. are vested in WHO. including the right (a) to revise the [Film] [Video] after consultation with Producer. (b) to use the [Film] [Video] in a different way from that originally envisaged. and (c) not to use the [Film] [Video] at all.

4. Credit

WHO agrees to have the Producer named in the credits to the [Film] [Video] .

5. Representations and Warranties

Producer hereby represents and warrants to WHO as follows .

- 5.1 The [Film] [Video] shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
- 5.2 The production of the [Film] [Video] or any part thereof shall not violate any copyright, literary right, dramatic right, trademark, or right of privacy of any person or entity whomsoever.
- 5.3 Producer shall obtain all necessary written releases from any person appearing in the [Film] [Video] whereby. such person consents to the use of his or her name, likeness, biography, and picture in the [Film][Video] and in publicity concerning same.
- 5.4 Producer shall obtain the necessary licences for all non-original music and other non-original material incorporated in the [Film][Video] as to permit WHO to fully exercise its rights in the [Film][Video] (including the right to telecast, cablecast, duplicate, license and distribute worldwide) without any obligation on WHO's part to make any additional payments whatsoever to any party. Producer shall obtain all rights appertaining to any original music composed for use in the [Film] [Video] in the name of WHO.
- 5.5 Producer shall take full and sole responsibility for payment of all wages, benefits and monies due to all persons for services rendered in connection with the production of the [Film][Video].
- 5.6 Producer acknowledges that the production of the [Film] [Video] does not create any employer/employee relationship as between WHO ... on the one hand and Producer or persons used by Producer on the other hand. WHO shall not be responsible for any loss, accident, damage or injury suffered by Producer or any person claiming under Producer, arising in and out of the production of the [Film][Video] or in any manner whatsoever.

6. Indemnification

Producer hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on or arising out of the breach by Producer of any of its representations or warranties under this Agreement .

7. Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

8. Force Majeure

8.1 To the extent either party shall be delayed or prevented from fulfilling certain obligations under this Agreement by reason of circumstances beyond his control, he/she shall immediately so notify the other party and shall be relieved of these obligations for so long as such circumstances prevail. If production of the [Film] [Video] is, however, delayed or prevented by any such reason for an aggregate of sixty (60) days, WHO shall have the right to terminate this Agreement forthwith.

8.2 Termination, referred to in section 8.1 above, shall be subject to payment of proven expenses incurred by Producer to date in the performance of this Agreement, not exceeding the amounts as set forth in paragraph 2.2 hereof. In the event of such termination, Producer shall, in accordance with the ownership rights referred to in paragraph 3 above, deliver to WHO all material so far produced.

9. Termination

In the event :

- (a) Producer breaches any material term in this Agreement and fails to cure such breach within a reasonable period of time after receipt of a written notice from WHO; or if
- (b) at any time prior to delivery of the [Film][Video] to WHO, Producer is adjudicated a bankrupt or formally seeks relief from Producer's financial obligations;

WHO may, in addition to such other rights as it may have, including the right to claim damages, terminate this Agreement forthwith and demand delivery of all material so far produced in accordance with the ownership rights referred to in paragraph 3 above.

10. General

10.1 The exhibit attached hereto forms an integral part of this Agreement.

10.2 This Agreement contains the entire understanding of the parties and supersedes any and all prior written and/or oral agreements between the parties with respect to the subject-matter hereof. This Agreement may not be modified except in writing signed by the parties hereto.

10.3 Failure of either party to insist upon strict observance of or compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its right to insist upon such observance or compliance in the future.

11. Dispute Settlement

Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

On behalf of

On behalf of the World Health Organization

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit 1
Paragraph 1.7 of Agreement

[Film][Video]

Purpose :

Focus or perspective :

Main subjects to be included :

Intended audience :

[Description or outline of film, story, etc.]