

# Atelier a Priori Collaborative Film Group

## Memorandum of Agreement

Consistent with the *Commonwealth Corporations Act 2001*, Vol. One, Part 2B.4, S. 135.

Recognising that *Atelier a Priori Collaborative Film Group (The Group)* is not a large scale cooperative or major non-profit corporation, but a simple, informal, variable and unregistered list of interested persons (*The Members*) desiring only to make films collaboratively by pooling their talent, resources and equipment, then sharing any dividends on that basis:

1. I agree that the sole intent and purpose of *The Group* is to make films, including short and small film, feature film, documentary and ethnographic film, and any other such film as *The Members* so decide from time to time;
2. I agree that the sole conditions of membership of *The Group* are (a) the member's interest in and commitment to *The Group's* intent and purpose as per (1) above, and (b) the member has agreed to and signed this memorandum;
3. I agree that all meetings of *The Group* follow standard Australian meeting procedures;
4. I agree that *The Members* annually elect by simple majority a convenor, secretary and treasurer to oversee operations generally, and a director and a producer periodically for each film project; together to arrange meetings, carry out logistics and organisation, maintain project records and log books, receive and disperse moneys, and keep proper accounts;
5. I agree that *The Group* operates for all practical intents and purposes on a project-by-project daily log book system kept by said producer, recording who worked on a particular film at what hourly rate, and what cameras and equipment were used at what hourly rate, which is openly available to *The Members* but signed off by said treasurer on a day-to-day basis;
6. I agree to comply with that signed daily record of each person's respective contribution to the making of each film, including their receipted costs (crew, catering, fuel, batteries, etc.), so if and when that film generates revenues through sale or lease, royalties, etc., those revenues are shared with each contributor in those proportions signed and agreed to;
7. I agree that consistent with standard publishing practice the original author of the work from which each film is adapted as the case may be, is paid a flat 10% royalty from that film's gross revenues, over and above any further contribution to the making of the film as per (5) and (6) above;
8. I agree that *The Members'* collaborative decisions on what films they make, how they are to be made and who contributes to making them, and dispersal of revenue moneys as per (4), (5), (6) and (7) above, are final;
9. I acknowledge that this Memorandum of Agreement is made within the jurisdiction and subject to the laws of the Commonwealth of Australia.

### Signed:

Full Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Witnessed:

Full Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_