



JOINT VENTURES

Partnerships with Outside Theatre Professionals

ADVICE SHEET ON LETTERS OF AGREEMENT BETWEEN YOUTH THEATRES AND WRITERS

NOTES

This is not a legal document but an advice sheet for youth theatres and writers. Part 1 is about roles and responsibilities and Part 2 is about drawing up a letter of agreement.

It has informed by practitioners in the field. It is not a legal document, it is designed to assist a youth theatre and the writer make a agreement where both sides are clear about their roles, areas of responsibility, deadlines, fees, rights and warranties. Drawing up of the agreement and discussing roles and responsibilities are the most formal aspect when engaging an outsider with your youth theatre. For the protection of all involved, it is worth spending a bit of time and being formal about it.

Part 1

This is a discussion document drawn up in consultation with professional theatre artists, youth theatre practitioners and those who work professionally within both sectors. It is designed to assist in drawing up a letter of agreement by coming to a mutual agreement on roles and responsibilities. Please use the producer/ youth theatres roles and responsibilities PDF in conjunction with this document.

The roles and responsibilities of an outside writer when being engaged by a youth theatre.

1. Your brief must be outlined clearly at the outset. Are you to devise a play? Adapt a piece of work for stage? Mentor young writers to develop a piece for performance? Create a play for a large cast or a specific location?
2. If your role involves them working directly with the youth theatre membership, you should inform yourself of the youth theatre's Child Protection Policy, its reporting procedures and artistic ethos. You should inform yourself of the developmental concerns of the young people they will be working with. The youth theatre should be delighted to answer any questions the writer may have.

3. You are responsible for writing the play in accordance with the brief. It should consist of a first draft followed by a final draft complete with dialogue and stage directions and a running time.
4. You are responsible for delivering the first draft to the youth theatre by an agreed date.
5. After delivery of the first draft, you should expect the producer to feedback their requirements and suggestions within a mutually agreed timeframe. You have a responsibility to prepare the final draft having due regard to such requirements and suggestions. You are responsible to deliver the final draft to the Producer on or before an agreed date.
6. You are **not** responsible for the appointment of a director, cast, scenic, lighting and costume designers and the choreographer and/or dance director, conductor and sound designer. However, you should expect to be consulted on these matters by the youth theatre, particularly in relation to a director.
7. You need to recognise that the youth theatre may have to get parental approval on a text. The youth theatre may also have issues around language and subject matter that you need to be sensitive to.
8. You are invited to attend rehearsals of the play at the discretion of the director. This should be covered by a daily rate.
9. You have the right to be announced as the author or adaptor of the play on all programmes, posters, printing and other usual advertising matter in connection with the play.
10. You have the right to direct any observations you may wish to make concerning the production to the producer or the director and to no one else.
11. You have the right to receive copies of all programmes and posters and reviews as soon as the material becomes available to the producer.
12. You should expect a negotiated amount of free tickets to the opening and subsequent performances provided you provide sufficient notice to the youth theatre.
13. You should be entitled to the reimbursement of those bona fide travelling and living expenses pre-approved in the letter of agreement by the producer.



Part 2

The name of the outside theatre professional, the company and/ or any other interested parties such as an arts officer should be included in the letter of agreement. It should also contain some reference to the sections and subjects outlined below. It should be signed by both the youth theatre and the artist being employed.

1. Nature of the Production

Aspects of each agreement will depend on the nature of the production and the structure of the relevant engagement. This should be reflected in the contract or letter of agreement. For example, is the piece to deal with a specific issue? Or have a specific number in the cast?

2. Fees

This is an area where there is scope for negotiation and variation. It is important to say that the play is **never** the property of the youth theatre, it is always the property of the writer. In a professional theatre context, there is always an issue of royalties (a percentage of take at the box office) and box office receipts. Yet often these don't apply in a youth theatre context, where a fee seems to be acceptable.

However, all of these issues have to be negotiated between the writer, their agent and the youth theatre.

When commissioning there are amounts payable on receipt of the 1st, 2nd, 3rd/ rehearsal draft and the opening night. This payment structure should be included in any agreement and mention should also be made to the person with overall responsibility for finance.

It should be made clear whether sessions with the youth theatre and rehearsals are part of the fee or whether they are covered by a daily rate.

3. Rights and Consents:

Provisions relating to the ownership of rights have to be included in any letter of agreement. In the case of the commissioning agreement with the author of a new play, the provisions are intended to ensure that the producer has the **licence** to produce the play and options to produce it on subsequent occasions if the youth theatre intend to do so. Rights lie with the writer after that production. The youth theatre

must seek the author's permission and pay for the rights if they wish to mount another production in the future or to perform the piece outside of the dates already agreed.

4. Nature of Engagement:

Unless it is not the case, it is worth including reference to the fact that the individual is not an employee of the youth theatre but is being paid to complete a specific piece of work and that their tax affairs are of their own concern.

It is essential to state the period over which the individual's services will be required, including draft deadlines.

5. Commissioning and Delivery

As the agreement relates to a new play it is important to state the brief clearly and the times at which different parts of it will be delivered. The youth theatre should undertake to use reasonable endeavours to perform the play.

6. Other provisions

The question of credit or billing will be an important one. It would also be usual for such an agreement to guarantee the author a certain number of free seats at performances of the show, and to provide that travel and other expenses relating to the engagement will be paid or reimbursed.

7. Warranties

Some reference to the issues outlines below should be included in any letter of agreement. They may seem very formal but again remember they are for the protection for all involved.

- The writer is the sole owner of the copyright in the play and has the sole right to grant the licences to perform the piece.
- The writer will not granted any third party any right or interest which would detract from the full enjoyment of the rights by the youth theatre over the agreed period.
- The play will be wholly original to the writer and will not infringe the copyright or any other right of any third party and will not contain any matter defamatory of any person.
- The writer should indemnifies the producer against all actions, costs, claims, losses, expenses or damages arising from any breach by the writer of these warranties, representations and undertakings or any other provision of the letter of agreement.

