

Deal Memo

For engagement with a technical crew member in television and film productions

Made and entered into on the ____ day of ____, ____

By and between: _____ ("the Producer"), of the first part

and: _____, (a "Technical Crew Member"), of the second part

It has been agreed, declared and stipulated between the Parties as follows:

1. The agreement between **ACT - the Israel Association of Cinema & Television Professionals** (registered NPO) ("ACT") and the Producer, regarding the terms of engagement with ACT members in television and film productions dated July 31, 2008 ("ACT-Producer Agreement"), which covers all of the rights and obligations of the Producer and the Technical Crew Member in the production, is an integral part of this Deal Memo, and in the event that this Deal Memo derogates from and/or neglects the rights of the Technical Crew Member regarding his/her rights under the ACT-Producer Agreement, the clauses and terms of the ACT-Producer Agreement shall be binding.
2. The Producer is about to produce a television/film production titled, _____ ("the Production"), and the Producer wants to enter into an engagement with a crew member, who will serve as a _____ in the Production and will provide his/her services to the Production under this Agreement (the "Services").
3. The Technical Crew Member agrees and undertakes to provide the Services to the Producer for the Production, and s/he declares that s/he is a member of ACT as of the date of execution of this Agreement.
4. The Technical Crew Member undertakes to be at the Production's disposal during the following period: _____ and to arrive to provide the Services to the Production at any time during this period, as required by the Producer.
5. For the provision of the Services, the Technical Crew Member will receive a total of NIS _____ (exclusive of VAT) for each day of work.
6. Additional terms and agreements: as stipulated in the ACT-Producer Agreement.

7. The Parties agree that the ACT-Producer Agreement will be attached to this Deal Memo, and that the signatures of both Parties on this Agreement serve also as execution of the ACT-Producer Agreement, as if the two were a single agreement.
8. A production day will be 11.5 hours long, gross, and these hours will include a 30-minute break for breakfast and a 45-minute break for lunch, and a 15-minute break for dinner (if any).
9. The price for an hour of work will be the price for a day of production (as aforementioned), divided by 11.

Overtime, Night time, delays and shortening of breaks, Turnaround hours, travel time and other additions will be in accordance with that set out in the work terms determined on July 31, 2008.

It is clarified and emphasized that any change and/or addendum to this personal Deal Memo, beyond that stipulated in it, will not derogate from the rights of the Technical Crew Member relative to his/her rights under the ACT-Producer Agreement.

In witness whereof, we have hereunto set our hands:

Technical Crew Member

Producer