

ARTICLE 6

Suspension and Termination of Directors

6-101 Except as expressly provided in this Article, the provisions of this BA with reference to the obligation of the Employer to furnish employment for the respective "guarantee" periods specified, or to provide for payment of salary in aggregate amounts herein specified, shall, of course, be subject to any and all rights of suspension and/or termination which the Employer may have by contract or otherwise in the event of any incapacity or default of the Director or, in the case of any interference, suspension or postponement of production by reason of strikes, acts of God, governmental action, regulations or decrees, casualties, or any other causes provided for in the so-called "force majeure" clause of such Director's contract of employment or the force majeure provisions of this BA. No suspension or termination of Director's services shall be permitted or effected by Employer under such force majeure clause or provisions unless the entire cast and the Director of Photography of the picture are likewise suspended or terminated, as the case may be. Subject to such rights of suspension and/or termination, the obligation of the Employer upon entering into a contract for the employment of a Freelance Director to furnish employment during any of the foregoing "guarantee" periods of employment shall be wholly satisfied by the payment of the agreed salary for the applicable minimum period. With respect to only theatrical motion pictures, or television films sixty-one (61) minutes or more in length, the illness or incapacity for one (1) week or less of a member of the cast or any other person in connection with the picture shall not be considered "force majeure." With respect to television motion pictures: If the Director is employed on a film under sixty-one (61) minutes in length, and he is suspended by reason of illness or incapacity of a member of the cast or any other person connected with the picture, then the Director may forthwith terminate the employment, but if such termination occurs, the Employer may thereafter employ the same or another Director to fulfill the remaining portion of the guaranteed period of employment. The Employer further agrees that if, despite such suspension, the star of the picture or the Director of Photography is paid in whole or in part with respect

to such picture, then the Director will be paid in the same *pro rata* amount as the star or the Director of Photography is paid. If there is a difference in the proportionate amount paid to the star and the Director of Photography, then the higher proportionate amount shall be paid to the Director. The foregoing provision shall not apply to the continuation of payments to a term player or Director of Photography who is carried by the Employer under the provisions of a term contract.

6-102 After the expiration of the period of limitation above mentioned, the Employer may not again suspend the Director for the same cause during the further continuance of the same cause of suspension, but if, after the termination of such cause, there is a new occurrence of the same or any other cause of suspension, the Employer may again exercise its rights under said "force majeure" clause.

6-103 If the production of the motion picture is cancelled and the Director is terminated due to such a "force majeure," then in the event the production of such television motion picture is recommenced within six (6) months, or in the case of a theatrical motion picture it is recommenced within twelve (12) months, the Director, subject to his or her availability, shall be offered reinstatement of the balance of his previous employment agreement to direct the motion picture in accordance with the terms of such previous employment agreement, and such offer shall immediately be accepted in writing by the Director, within forty-eight (48) hours after the offer is received and, if not, the offer shall be deemed to be rejected.

6-104 **Replacement of Director Who Furnishes Material**

If a Director is employed under a contract concurrently entered into with another contract in which a screenplay or other literary or underlying material for the motion picture, written or controlled by the Director is acquired by the Employer and, if under such directing contract, the Employer reserves the right in a "pay-or-play" provision not actually to utilize the Director's services on the motion picture in whole or in part, then the Employer will expressly refer to such right in the deal memorandum it delivers under Paragraph 4-108 prior to commencement of the Director's services and further will provide in

said memorandum for an additional negotiated sum to be paid to the Director in the event that the Employer does exercise its pay-or-play right.

6-105 Payment To and Mitigation By Discharged Employees

If a Director is removed from a motion picture, the Employer shall forthwith deliver to the Guild for the Director all remaining unpaid non-deferred, non-contingent compensation as provided by the personal services agreement or deal memo.

If Employer disputes its obligation to pay said compensation to the Director, the amount in dispute shall be deposited with a mutually acceptable bank or other third party designated by an Arbitrator. Such escrow agent shall distribute the amount deposited, together with interest accumulated, if any, according to the provisions of any settlement agreement or, if the dispute is not settled, according to the award of an Arbitrator or judgment of a court of law.

If the Director is employed by third parties during the remaining period during which the Director was guaranteed employment in the motion picture, Employer shall be entitled to an offset of the compensation arising from such new employment for such remaining portion of the guaranteed period against the compensation remaining unpaid under the earlier agreement. Under the described circumstances, the Guild guarantees repayment from the Director to the extent herein provided. Employer agrees that the Director shall have no obligation to mitigate damages arising from his or her removal and that the only obligation of the Director in such event will be to repay or offset sums as herein set forth if the Director, in his or her sole discretion, actually accepts employment during the remaining guaranteed period of the motion picture.