

**Music and Musicians
at Shakespeare's Globe Theatre
& The Sam Wanamaker Playhouse**

The Shakespeare Globe Trust
& Musicians' Union
House Agreement

1 April, 2019 – 1 April, 2020

Music and Musicians at Shakespeare's Globe Theatre (SGT) and the Sam Wanamaker Playhouse (SWP)

Musician's Guide (1st April, 2019 – 1st April, 2020 season)

Welcome to Shakespeare's Globe.

The Globe consists of two unique theatrical spaces and our performance process is quite unlike anywhere else in the world. Both the outdoor Globe and the indoor Sam Wanamaker Playhouse make unique demands on everybody who works here, and particularly on you, the performers. This guide contains some of the essential information you will need to meet those demands, together with a lot of practical information that will help you in your time with us, and therefore we ask, respectfully, that you read it carefully.

If you have any queries after reading this, please call the Globe's Director of Music, Bill Barclay, on 020 7902 1453, or e-mail Bill.B@shakespearesglobe.com

Music and Sound at Shakespeare's Globe

Live music plays a key role in Globe performances. The absence of modern lighting means that the Globe is a theatre in which the *aural* (as opposed to the visual) experience is key. Music must replace many of the effects normally available in the stage director's repertoire. In a theatre without blackouts, music must punctuate and focus the action.

This also means that anything aural presented in the Globe space during performance will necessarily form part of the action: therefore musicians will often be required to perform on the stage or in the audience, appear in costume, and will often be required to perform cues from memory. Because of this, we are keen that you consider yourself part of the Globe Company – a performing company made up of actors, musicians and stage management.

Principle of Parity

In the negotiations between the Globe and the Musicians Union, we made considerable efforts to maintain a principle of parity between actors and musicians in the SGT. A series of carefully negotiated formulae link the MU rates to the Standard Equity actors' rate. Whilst your earnings are necessarily session-based and the actors earn a weekly salary, your session rate is as far as is possible equivalent pro-rata to the earnings of an actor in the company.

We hope, then, that you will feel that you are working with the actors and stage management for a common performance objective. Neither the Globe nor the SWP are controlled theatrical environments like most other stages, and the resultant freshness and informality (and hopefully vitality) means that there will always need to be give-and-take in any performer's approach to working with the Globe Company. Entering fully into this collaborative environment where artists share a common purpose in an atmosphere of mutual respect should be both creatively satisfying – and a lot of fun.

Performance Schedule

At the start of the season, several companies of actors and musicians have been engaged to perform in the SGT and SWP.

Some companies will operate a Tuesday to Sunday performing week, others a Monday to Saturday performing week, with a maximum of 8 performances for each company.

In rare cases, a musician might be asked to perform in more than one production during the season, depending on the music that is prepared for each production. For details about accumulative overtime payments please see page 8 of this agreement (*Payment Scales*).

Each musician will be advised of all performance sessions involved in his/her contract at the time their engagement for a particular production is confirmed.

Rehearsal Schedule

With regards to rehearsal sessions each musician will be advised of the timing of the first band call and of the technical rehearsal sessions. Other rehearsal calls will be confirmed (subject to availability) as the company rehearsal needs become clear.

Due to the practicalities of theatre rehearsals and availability checks, it is often necessary to 'pencil' (i.e. reserve) several rehearsal sessions with the musicians in their diaries. Pencilled rehearsal sessions which have not been confirmed or cancelled will turn into paid bookings 48 hours before the advised start of the session, unless otherwise agreed with all the musicians involved.

Music Administration

During the 2019-2020 Season, administration of music is carried out within the Theatre Department of the Shakespeare Globe Trust by the Director of Music, Bill Barclay, the Music Associate, James Maloney, and Music Administrator, Annique Reynolds.

Musician's Responsibilities

Each musician is required to be on the premises of the Shakespeare Globe Trust and to sign in personally at Stage Door for the '**Half Hour Call**', which is **35 minutes before the start of the show** or, where applicable, the **pre-show**. If a musician should arrive late for the Half Hour Call he/she will ring the **Globe Stage Door on tel. 020 7902 1400**, or alternatively the Musical Director, to inform the company of their delayed arrival.

All performers are asked to remain on the premises of the SGT during their performance calls.

There is no electrical calling system at the Globe, so all musicians are responsible for ensuring that they are **in position** for any given cue. Musicians, like all other performers, are responsible for **taking their own cues**, with support and direction from the Musical Director or Stage Management where appropriate.

Facilities for Musicians

Musicians are treated as equal members of the performing company and thus share **Dressing Room** facilities with the actors. Depending on the size of the companies, it is possible that performers of one company will be asked to share dressing room spaces with performers of another company of the same season.

A secured instrument **Storage Room** will be provided and will be available throughout the performance call. The Storage Room is equipped with a security code which is only known to the musicians and to select members of the Globe's Theatre Department. The Storage Room is, whilst kept locked, considered to be a secure room for the storage of instruments. All instruments are insured by the Globe whilst in the building.

Wardrobe Fittings

Musicians will be required to attend the premises of the SGT prior to the start of rehearsals to be measured for their costume. This call is to be remunerated at the rate for an **Early Call** (see page 8 for details) and will take place immediately prior to or immediately after a rehearsal call, or at a mutually convenient time.

Depping and Deputies

Because musicians will almost always be in costume and will often appear on stage or elsewhere in the action of a production, facilitating any depping is logistically more complicated at SGT than other venues. It is essential that depts are engaged as early as possible (ideally at the time of the principal player signing the contract) so that they can be costumed and can acquaint themselves with the demands of the production. Each musician must therefore **nominate - though not engage - one 'primary' deputy immediately**, and best endeavours should be made for this dep to cover **all** the performances for which the musician may be unavailable. The SGT should approve and must in all cases engage the musician.

Prior to their engagement all musicians must **submit a full written list of the scheduled performances for which they are unavailable** to the Director of Music. Copies of this list will be submitted to the relevant production team as required. Any further depping dates can only be approved by the Director of Music in consultation with the composer, director, and musical director of the production. Dates will be considered for work or emergencies only and cannot exceed 10% of the total number of performances scheduled for the production in question. Principals should also note that depping is not allowed during previews or the week including Press Night, and that no more than two depts will be engaged for any single performance. Exceptions will be made only in case of illness and in extraordinary circumstances.

Each principal musician is responsible for passing on the most up-to-date music part to his/her deputies in preparation of their rehearsals and performances.

In respect of each **primary dep** the SGT will pay for the following rehearsals:

- **One 3-hour rehearsal call** to visit the Globe and attend a performance of the relevant show.
- **One 3-hour rehearsal call** to shadow the principle's performance backstage if necessary
- **One 4-hour rehearsal call** to prepare for performance.
- **One Early Call** immediately prior to the first performance undertaken by the dep.

It is strongly advisable that each musician ensures at the time he/she is engaged that their primary deputy is, as far as possible, available on **all** occasions when he/she is not available.

Secondary Depts: The SGT will only pay for the rehearsal of a secondary dep with the agreement and approval of the Director of Music. The Director must be advised as soon as the need for a secondary dep is identified, so that the appropriate communication and rehearsal calls can be arranged. All requests for secondary depts are subject to budget approval and production requirements.

The Globe will not pay for rehearsing in a third dep. The engagement of a third dep under **exceptional circumstances** will be at the discretion of the Director of Music.

Musical Directors

Musical Directors (MDs) are the key point of contact between Director of Music, composer and Stage Management.

Responsibilities of the MD include

- If required, suggesting musicians to the Director of Music.
- Communicating any changes to rehearsal or performance schedules to the musicians, in close liaison with the Director of Music.
- Communicating to the band when an **Early Call** is required. Early Calls are organized when a 'dep' is being rehearsed in for their first show, before filmed performances, as well as during technical/preview periods or when a production is returning to the repertoire after a substantial time away. Clearance to schedule any Early Calls must be obtained from the Director of Music **prior to confirming the session with the other musicians.**
- Assistance with the creation of the musicians' time sheets and/or invoices by communicating to the Director of Music any overtimes, missed breaks, or other unscheduled payments by the end of every weekend; see page 11 (*Invoicing*).
- Ensuring that Stage Management have a supplementary set of musical parts updated as required to include any changes and emendations that may be currently in use in performance.
- Monitoring, together with Stage Management or the Company Manager, if **all musicians are on the premises for the 'Half Hour Call'** (usually 35 mins before the start of the show or the pre-show), and remain within the environs of the Globe during their performance calls.
- Ensuring that musicians are in position for their cues, although the responsibility of the individual performer, particularly with regard to deputies, is acknowledged.
- Make the Director of Music aware of specific practical requirements of musicians during performance, should they have an impact on performance practicalities (e.g. instrument changes, maintenance and tuning of instruments etc.)
- Make the Director of Music and stage management aware of musicians' breaks which are likely to be missed or infringed upon

In some cases MD's may also be required to act as liaison between the director of the production and the musicians, particularly when the composer is absent. They will then be responsible for passing on performance notes and changes of music to the band. The MD will also inform the composer of these changes if he/she had been absent when they were implemented.

Breaks

- **Rehearsal breaks**

Standardly, there will be a break of 15 minutes during each rehearsal session. The break shall be called within the first two and a half hours of a four hour call and within the first two hours of a three hour call.

- **Breaks during technical rehearsals on stage**

During technical rehearsal sessions, there will be a break of 15 minutes for every musician, which shall be called within the first two and a half hours of a four hour call and within the first two hours of a three hour call. Rehearsal sessions of up to two hours do not require a scheduled break. The timings of technical rehearsal sessions for musicians include time for dressing into costume and out of costume.

- **Breaks between sessions**

Breaks between musicians' rehearsal or performance calls will be at least 45 minutes long. This does not apply to Early Calls (please see page 10).

- **Performance breaks**

Many shows at the Globe include pre-show and interval music. Show lengths can vary considerably. Musicians perform from different locations and so performance breaks will be applied flexibly and in collaboration with the MD and band, but in accordance with the following principles.

- Performance calls of up to 3 hours will include a break of 15 minutes for each musician,
- Performance calls of up to (and including) 4 hours will include a break of 20 minutes for every musician, which can be allocated in two instalments of 10 minutes each.
- Performance calls of more than 4 hours will include a break of 25 minutes for every musician, which can be allocated in two instalments, one of 10 minutes and one of 15 minutes.

The individual musicians' breaks will be allocated by management in collaboration with the MD, composer and director over the course of technical rehearsals and preview performances, as and when show timings settle and the appropriate moments in the show can be identified. The above rules for breaks and any break infringement payments will therefore apply from Press Night onwards.

NB: It is the responsibility of each individual musician to ensure that they return to the stage in time for their next cue after their breaks.

- **Breaks before Midnight Matinees**

If musicians perform an evening show before a Midnight Matinee, there will be a break of 45 minutes between the two performance calls. Any payments for infringed breaks before or during a Midnight Matinee will be paid at double time (please see page 10).

Scales of Payment for Musicians

Terms of the agreement between the Globe and the Musicians Union

1. **Rehearsal** (applicable to both the SGT and SWP)

Rehearsals may be on the basis of a 4-hour or a 3-hour call. Please note that the Globe will pay for any single rehearsal call at full 4-hour rate, even if the musicians are not required to work for this length of time. A three-hour session can only be called if the musician is also called for at least one four-hour session on the same day (with the exception of shadowing and viewing described on page 5).

Basic rates

- 4 hours: **£98.40**
- 3 hours: **£73.80**
- Basic single time unit for the calculation: an hourly rate of **£24.60**
(**£6.15** per 15 minutes)

Overtime on rehearsals

- 4-hour rehearsal calls shall be at basic rate: **£6.15** per 15 minutes up to a maximum of 1 hour. New session after 1 hour.
- 3-hour rehearsal calls shall be at the enhanced rate of **£7.56** per 15 minutes up to a maximum of 1 hour. New session after 1 hour.

Additional overtime payments will be made if a musician

- works over 40 cumulative hours in any given rehearsal week prior to or including Press Night,
or
- works over 10 hours in any given day,

payable at **time and a half**, i.e. at **£9.23** per 15 mins (one-and-a-half times single time). These overtime payments will be based on **actually worked hours**, not cumulative rehearsal calls, excluding lunch and supper breaks, as agreed between the MD and the Director of Music, and as recorded by Stage Management.

Overtime payments for work on the 7th day of a week after the first public performance:

- If a musician has performed in Globe shows on all six days of a given performing week, any rehearsal or performance calls on the 7th day of this performance week will be paid on the basis of *double time*.

These overtime regulations do not apply when the musicians work on other projects offered by the SGT such as special events, corporate events or CD recordings.

Payments for infringed breaks

If a musician's contractual rehearsal break is scheduled late (please see page 7), a one-off overtime payment will be made of **£6.15**. If a musician's session break is missed entirely, payment will be made at **£9.23** (one and a half times single time). The MD will give Stage Management or the Manager advanced warning about any breaks which are likely to be missed.

If a musician's break between sessions is infringed upon, missed break time will be remunerated as overtime at the rate of **£6.15** for every 15 minutes missed.

Other rehearsal payments

If a production requires a vocal warm-up and the Music Director agrees to provide such a warm-up for the actors, that occurs within one hour of a show's start time, may not exceed 15 minutes in length, and is paid at the Early Call MD fee rate, **£11.36**.

If a production has **two** scheduled **dress rehearsals**, the second will be paid at the performance rate.

Musicians may be required to rehearse a **second production** whilst playing in the first. The hourly overtime rates have been set to make sufficient allowance for this.

Musicians playing instruments that require **setting-up** (e.g. complex percussion instruments) are responsible for ensuring their instruments are in order at the start of the performance. Secure lock-up facilities for such instruments are located in the instrument storeroom (see *Porterage* below).

Where a musician is required to spend more than 15 minutes in setting up/striking his/her own instruments before and after the performance, the musician shall receive an overtime payment of **£9.23** per 15 minutes worked, **provided that the agreement of the Director of Music has been sought and obtained in advance of any performances**.

Porterage will be payable only for two trips, one at the start and one the end of the engagement. Secure storage facilities are available for instruments during the course of the engagement. No set fee will be paid for porterage, but **out-of-pocket expenses** for transport to the Globe at the start of the engagement and from the Globe at the end of the engagement will be reimbursed on the production of **relevant receipts** subject to prior approval by the Director of Music. Where appropriate, reimbursement for vehicle hire must be agreed in advance with the Director of Music.

2. Performance

The performance call is a 4-hour call, and the call will be deemed to last from the **'Half Hour Call'**, usually 35 minutes before the start of the show or pre-show, to the **Curtain Call (curtain down as recorded by Stage Management)**.

All musicians are personally responsible for signing in at the Globe Stage Door at their 'Half Hour Call'.

SGT:

The **Basic Rate** for performances is **£135.33** which is enhanced by an **additional payment for playing from memory** of **£4.73** per performance. Due to the complexities of the Globe playing arena and the demands frequently made of Globe musicians the enhancement will be paid to all musicians performing in a show, regardless of whether or not they have been required to play from memory.

The **Total Rate** for performances is therefore **£140.06**

Musicians living more than 60 miles away from the Globe may receive a one-off contribution towards their travel expenses. This contribution is at the discretion of the Executive Producer and subject to production budgets. If a payment is agreed then this will be confirmed by the 1st performance and payment made by final performance of the engagement

SWP:

The **Total Rate** for performances in The Sam Wanamaker Playhouse is **£127.43**. This rate is augmented by a **weekly subsistence payment as per the prevailing Equity/SOLT subsistence rate, for musicians who live more than 60 miles driving distance from the Globe. This rate was at £167 on 1st April 2019 and any increase will be backdated.** The subsistence payment begins in production week and will be applicable for each calendar week in which there is at least one performance.

Both venues:

Overtime on performances in both SGT and the SWP is payable at basic rate: **£6.15** per 15 minutes (**£24.60** per hour).

Cancellation: Performances are not generally subject to cancellation; in any situation where cancellation does take place the musicians will continue to be paid for cancelled performances for as long as the relevant acting company continue to receive their salaries.

Early Calls: They last up to one hour and have to take place immediately before a scheduled performance, with the provision of a 20 minute refreshment break before the 'Half Hour Call' unless the band wish to arrange a different timing. The payment is 25% of the basic performance rate in SGT, i.e. **£33.83**, applicable to both SGT and the SWP. Early Calls need to be agreed with the Director of Music and arranged with Stage Management.

Wardrobe Calls: The rate to be as for an Early Call, **£33.83**.

Late Night Performances: Any work after midnight is paid at **double time**. In the event of a call finishing after midnight, the SGT will pay for transport to the musician's main domicile if required. Where the musician lives more than 60 miles from the Globe, overnight accommodation will be provided by the SGT. **Bank Holidays:** performances on bank holidays are paid at **double time**.

Break infringement before a Midnight Matinee: If a musician's 45-minute break before a Midnight Matinee is infringed upon, missed break time will be remunerated at double overtime rate, i.e. **£12.46** for every 15 minutes missed.

There are to be no enhanced rates for doubling or trebling. Musicians will be costumed and may be required to descend from the gallery to the stage or to other positions within or without the auditorium: no additional payments will be made on these accounts.

Payments for Musical Directors: The MD will receive a supplementary fee of a fixed **£29.34** for every call (performance and rehearsal in both the SGT and SWP, whether 4 or 3 hours), though not for Wardrobe calls.

The exception is Early Calls where the supplementary fee shall be **£11.36**. As this is a session-related *supplementary fee*, not an enhanced rate of pay, overtime will be accrued by the MD in the normal way in line with the other musicians and not at an enhanced rate.

Invoicing

Time sheets will be prepared by the Director of Music and Music Coordinator in consultation with the MD. The Globe Accounts Department process the invoices on Mondays and will accept no late time sheets or invoices.

Union Membership

The Globe recognises the Musicians' Union as the sole representative organisation for instrumentalists engaged by the Globe and strongly recommends all instrumentalists to become, or remain, members of the Union.

Please see Appendix A for the MU/SGT Touring Agreement and Appendix B for the MU/SGT Recording Agreement.

Signed..... (for the Company)

Date.....

Signed..... (for the Union)

Date.....

APPENDIX A: MU / SGT Touring Agreement

Touring engagements for Globe musicians are likely to arise out of productions which have already played at the Globe or are scheduled to play at the Globe in future. The specific terms and conditions for a Globe touring engagement are detailed below. Beyond this, the day to day practicalities of the musician's engagement will be managed in accordance with the main MU/Globe House Agreement.

SCHEDULE

At the time of signing the contract, the Director of Music shall provide the musician with a performance schedule and touring itinerary. The Director will keep the musician informed as soon as practical of all changes and additions to these schedules and the musician acknowledges that all such information is subject to change.

ACCOMMODATION

All actors and musicians are individually responsible for booking their own accommodation for UK tours. The Director of Music shall use his/her best endeavours to provide the musician with an up to date digs lists for all venues. Where applicable the SGT will pay a touring allowance (see 'Living Allowance') and travel (see 'Travel Allowance').

DEPPING

Any depping provision on tour is at the discretion of the SGT and will be organised in touring legs or weekly periods; these will be clarified in the touring schedule. Prior to engaging the musicians, the Director of Music will advise to what extent depping will be permitted on tour and how it will be structured. Before a musician's engagement can be confirmed, he/she must submit **a full written list of the scheduled performances for which he/she is unavailable**. Any periods of depping will then have to be agreed by the Director of Music who will liaise with the Executive Producer and director of the production. Primary deputies have to be engaged as early as possible and it is advisable that they are available for all the requested depping periods. The engagement of secondary deputies for a touring Globe production and any further depping periods once the musician has been engaged for the tour are at the discretion of the SGT and subject to budget considerations and production requirements. Deputies will be engaged and prepared for performance according to the guidelines of the SGT's MU/Globe House Agreement (page 5).

TOURING RATES

Rehearsal Period: Band Calls

Calls scheduled by the Director of Music for the band or individual musicians within this period will be paid by session, in accordance with the MU/Globe House Agreement.

Production Week

Production Week is deemed to be the working week in which technical rehearsals before the first performance at the first touring venue take place; it will be clearly marked in the touring schedule. All calls scheduled by the Director of Music during Production Week will be paid by session in accordance with the MU/Globe House Agreement, including any performances that fall within this period.

Performance Weeks

The weekly fee for performance weeks is inclusive of sound checks / cue-to-cue rehearsals with the company in each venue, performances and overtime and it covers activities such as occasional education events and post-show discussions, except work on statutory holidays.

UK weekly touring fee **£769.92**

Overseas weekly touring fee **£812.21**

MD supplements will be paid according to the MU/SGT House Agreement (page 11).

Split Weeks

A split week at the beginning or end of the engagement shall be paid pro-rata based on a six-day working week. If a change of venue takes place during a Performance Week and a change of musician takes place at the same time, this will constitute a split week for both the musicians on the given part so they will be paid pro-rata based on a six-day working week.

Deputy rehearsals on tour

Where band rehearsals need to take place at touring venues to rehearse in deputies, such calls need to be approved and scheduled by the Director of Music. All principal and deputy musicians who take part in these rehearsals will be paid at Globe/MU House Agreement rates. Payment for these calls will be made in addition to weekly fees where applicable.

ALLOWANCES AND EXPENSES – PRINCIPAL MUSICIANS

Touring Allowance for UK Tours

Where the musician's home address is more than twenty five miles from a given venue where he/she is required to rehearse or perform, and provided that the musician works the full week, the SGT will pay the musician a Weekly Touring Allowance in accordance with the prevailing MU/UK Theatres Touring Allowance. **This rate was at £250 on 1st April 2019 and any increase will be backdated.** Please contact the MU on 0207 840 5535 for the latest information. In addition, the musician will receive a weekly **Touring Instruments Hire and Maintenance Allowance of £109.13**

Overseas tours

On overseas tours accommodation is provided and Per Diem payments are allotted according to UK Theatre Equity Overseas Touring.

Travel Expenses

Provided that the musician's home address is more than twenty-five miles from the venue where he/she is required to rehearse or perform, the SGT will pay the musician for travel from home to the first venue, venue to venue travel, from the last venue to the musician's home address at the end of the engagement.

Where the musician departs out performances and leaves the tour for an agreed period of time, the SGT will pay travel expenses from the venue the musician leaves to the venue where he/she rejoins the company; or from venue to home and home to the venue where he/she rejoins; whichever is the lower.

All travel expenses payments are based on the appropriate standard class advance rail fare, including available reduced price tickets, and will be paid directly into the musician's bank account at least one week in advance. This is standard procedure for all performers in Globe companies and so the SGT will not reimburse any travel receipts or by mileage.

ALLOWANCES AND EXPENSES – DEPUTIES

Daily Living Allowance

Where a deputy musician is required by the Director of Music to join the tour for less than one week and this necessitates any overnight stays in order to be rehearsed in for future performances, and provided that their home address is more than twenty-five miles from the given performance venue where the rehearsals take place, the SGT will pay the deputy musician a Touring Allowance and a Touring Instruments Hire and Maintenance Allowance for the number of days for which they are required to live in accommodation which is not their home address. These allowances are calculated on a pro-rata basis on a six-day working week. This payment will be made in addition to the session payments for the deputy musicians rehearsals and other calls on that day.

Weekly Living Allowance

Provided that the deputy musician works a full week and where his/her home address is more than twenty five miles from a given venue where he/she is required to rehearse or perform, the SGT will pay the Weekly Touring Allowance in accordance with the prevailing MU/UK Theatres Touring Allowance (see page 13). In addition the deputy musician will receive a weekly Touring Instruments Hire and Maintenance Allowance of **£109.13**.

Travel Expenses

The SGT will pay travel expenses for the deputy musician's return travel between his/her home address and the venue where they are required to rehearse or perform, as well as travel from venue to venue as required. All travel expenses payments are based on the appropriate standard class advance rail fare, including available reduced price tickets, and will be paid directly into the musician's bank account at least one week in advance. This is standard procedure for all performers in Globe companies so the SGT will not reimburse any travel on receipts or by mileage.

PORTERAGE

Porterage will be paid for the journey to and from the Globe Theatre to deliver and collect the musician's instrument at the start and end of the engagement. Transport for instruments from the Globe to the first venue, between venues and back to the Globe Theatre will be provided by the SGT where required.

PAYMENT PROVISIONS

The Weekly Fee will be paid weekly and directly into the musician's bank account. Living Allowance payments will be made one week in advance. Travel expenses will be paid at least one week in advance.

INSURANCE

The SGT will arrange for the following insurance cover on tour.

- Instrument insurance as part of the Globe's production insurance, provided the musician has submitted the insurance values of all his/her instruments used in the production prior to the tour and that the information has been given to the Music Manager in writing.
- Insurance cover for Personal Accident Benefits payable following accidental bodily injury whilst at the theatre, rehearsal rooms or in any way under the direction of the SGT.
- Medical Expenses insurance to cover normal and necessary expenses incurred for medical surgical treatment following accidental bodily injury whilst at the theatre, rehearsal rooms or in any way under the direction of the SGT.

OTHER PRACTICALITIES

Considerable efforts have been made to create touring terms and conditions for Globe musicians which support the principle of parity and fairness between Globe actors and musicians. Should any practical issues arise in day to day practice which are not covered by this Addendum, the SGT will continue to solve such issues on the basis of its guiding principle of parity across the company and in close collaboration with the Musicians Union.

APPENDIX B: MU/SGT Recording Agreement

Archive Recordings

The artists shall allow the Globe to make or cause to be made - for Globe educational and archival purposes only - sound, vision or sound *and* vision recordings of any rehearsal or performance of any production in which they perform, provided only that they will not be required to attend any rehearsal for such a recording, and provided that such a recording shall not be permitted to be played or exhibited in public or sold or used for any other than Globe educational, archival, understudy, transfer or re-rehearsal work, or for work preparatory for signed or audio-described performances, and that it is clearly marked as such.

In the event of such recorded archive material being considered for use in any kind of production or for commercial sale by the Globe, Shakespeare Globe Trading Ltd or any third party, the appropriate MU approved contractual legislation will apply, and **a separate negotiation will take place with each musician and performer concerned**. Until then, access to archive material is allowed to bona fide scholars or theatre practitioners for private study only.

Electronic Press Kit (EPK)

The Director of Music, provided that not less than seven days' notice is given to the Union, may make a video of up to 10 minutes completed, edited recording of an actual performance or rehearsal for the express purpose of demonstrating the nature of the production for marketing purposes. This recording may be broadcast on terrestrial, cable or satellite TV or any other related media, including the Internet, provided that this is limited to news, topical magazine and awards programmes, and may include trade shows, group sales, ticket sales sites, ticket booth and travel agent displays, airline and exhibition stands. The recording may be made at the normal rehearsal or performance venue and must take place during a regular rehearsal or performance within the normal working week. The Musician will be paid an additional performance for his/her services in connection with such recording. A further additional performance payment will be paid to the Musician in respect of documentary programmes, 'making of' programmes or any other broadcast use. In the event that the Director of Music wishes to make further use of the Electronic Press Kit to promote a subsequent production, a payment of not less than 50% of the original fee will be paid to the Musician.

Commercial use of recordings

The SGT has begun to film several productions each year to create a high quality educational resource and to make them available to audiences in the UK and internationally on various platforms including cinema, television and digital media. Musicians performing on shows which are filmed in full (except for archive purposes) will be engaged under the terms of Appendix B.

SCHEDULE

The SGT will aim to inform the Musician of any planned filming dates at the point of engagement. Where this is not possible, the SGT will endeavour to give the Musician a minimum notice of one month. The Musician acknowledges that any schedules are subject to change. The SGT will normally film two performances but reserves the option for a third filming for exceptional circumstances.

DEPPING

Due to the specific continuity demands of filming, the SGT is unable to allow any depping on filmed performances. Where the Musician has not been advised of the filming dates at point of engagement, the SGT will make every endeavour to honour the Musician's N/A dates when scheduling the dates of filmed performances, provided they have already been agreed by the Director of Music.

FILMING PAYMENT

The SGT will pay the Musician a filming payment (which is an advance against any future royalties) of **£744.30** within 14 days of the last filming date, on the proviso that the filming has taken place and that the SGT is in receipt of a signed copy of the contract accompanying this addendum. Any extra rehearsal calls which arise in the context of the filming project will be paid as per the 2019-2020 Globe/MU House Agreement.

The SGT will pay the Musician a post recoupment net royalty from a pool of 4% of the SGT's net post recoupment receipts, such pool being shared equally amongst the Musicians of the respective production. The royalty will be paid every six months, once recoupment has been achieved, and the SGT agrees that the Musicians' Union will have the right to audit these accounts.

PAYMENT PROVISIONS

The Filming Fee will be paid by BACS directly into the Musician's bank account. Royalties will be paid either by BACS or by cheque, as appropriate.

Any extra band calls in the context of the filming project will be paid as per the 2019-2020 Globe / MU House Agreement.

FILMING USAGE

In respect of the above payments, the SGT shall own the following rights and shall have for the duration of copyright including any renewals, revivals, revisions or extensions thereof and thereafter in perpetuity the right to exploit the Programme (and extracts/excerpts/clips of the Programme) worldwide, ("the Territory") and the right to authorise third parties to exercise such rights, by the following means:

- i) Videogram;
- ii) Cinema (including but not limited to Theatric and Non-Theatric rights);
- iii) On-Line and Video on Demand (including but not limited to Online Rights, Video on Demand Rights, Multi-media Rights & Mobile Rights, on all platforms and devices, whether in existence or yet to be invented);
- iv) Television (including but not limited to Standard Television, Cable Television and Satellite Television);
- v) Any of i) to iv) above for SGT's educational and promotional purposes (including use by SGT approved third parties for such purposes).

The attached Definitions Schedule applies and forms part of this agreement.

The SGT reserves the right to issue publicity concerning the Artist's services in connection with the Programme and to use the Artist's name, likeness and biography in connection with the exploitation of the Programme and/or the advertising, publicising, and/or promotion of the Programme and/or of the distributors of the Programme. The SGT further reserves the right to edit, copy, alter, add to, take from, adapt and/or translate the Programme.

Definitions Schedule

“Videogram Rights” “Videogram” shall mean a disc (whether computer- or optical-read) or videotape (whether reel to reel endless loop in cassette or cartridge form or otherwise howsoever) or any other contrivance or appliance whatsoever whether now or hereafter conceived including for the avoidance of doubt digital video/versatile discs (DVDs), HD discs and blu-ray discs bearing or used for emitting sound synchronised with visual images derived from all or part of the Programme made hereunder such devices being produced and marketed for retail sale rental or hire or supply to the consumer for use with domestic playback equipment.

“Videogram Rights” shall mean without limitation the right to manufacture distribute market rent hire advertise exhibit and exploit in any manner whatsoever other than as part of the Standard Television Rights, Cable Television Rights, Satellite Rights, Non-Theatric Rights, On-Line Rights and Video-on-Demand Rights as defined below Videograms of all or part of the Programme by the means of the sale rental hire or other means of distribution of Videograms intended for non-commercial private home viewing where no ticket or admission money of any other consideration is given save in respect of the retail purchase, lease or hire of such Videograms. In the case of DVD production, the SGT reserves the right and the right to authorise third parties to exercise such rights, to author, encode, create language versions, regionalise, chapterise, create menus, web links and any other features relevant to DVD current and future technologies to fit the demands of the Territory. The Distributor may also approach other international distributors of the programme to develop DVD versions of the film suitable to their relevant territories.

“Theatric Rights” shall mean the right to exhibit all or part of the Programme by direct projection or by any other contrivance or appliance whatsoever whether now or hereafter conceived in cinema theatres or similar places open to the general public on a usually regularly scheduled basis and where a fee is charged to view the Programme.

“Non-Theatric Rights” shall mean the showing by any means (and whether supplied by sale or by hire) of all or part of the Programme to audiences where no direct charge is made for admission and where the exhibition of films on a regular basis is not the primary purpose.

“On-Line Rights” shall mean the right to transmit, reproduce, communicate to the public, sell, rent, lend and otherwise exploit the Programme or any part thereof by means of telecommunication systems and all digital and electronic means whether now known or hereinafter invented (and whether or not in the contemplation of the parties at the date of this Agreement) including without limitation where the Programme or part of the Programme is made available for download digitally, by way of streaming or any other digital or electronic medium for reception and display primarily on mobile/videophones/smartphones, computer processing units, portable devices and screens of television receivers and all applications associated therewith including without limitation by means of the world-wide matrix of interconnecting computers using the TCP/IP protocols known as the Internet together with the right to permit Internet downloads and streaming of the Programme from any website throughout the Territory and the Rights Period.

“Video-on-Demand Rights” Video-on-Demand includes without limitation Near VOD (“NVOD”), Subscription Video-on-Demand (“SVOD”), “Advertised VOD” (“AVOD”), “Download to burn”, “Download to Own”, “Electronic Sell Through” and “Electronic Rental”. “Video-on-Demand Rights” shall mean the right to exploit all or part of the Programme via any variety of services including those available and those in development including, without limitation, television, cable, satellite, wire, fibre, radio communication signal, internet, intranet, or other means of electronic delivery and whether employing analogue and/or digital technologies and whether encrypted or encoded whereby the viewer is using information storage, retrieval and management techniques capable of accessing, selecting, downloading (whether temporarily or permanently) and viewing programming whether on a per program/movie basis or as a package of programs/movies) at a time selected by the viewer, in his/her discretion whether or not the transmission is scheduled by the operator(s)/provider(s), and whether or not a fee is paid by the viewer for such function/service to view on the screen of a television receiver, computer, handheld device or other receiving device (fixed or mobile) of any type whether now known or hereafter devised

“Multi Media Rights” shall mean any interactive system or technology whether known or to become known, including without limitation those using optical disc, cartridge, magnetic disc, wireless telegraphy, cable transmission, fibre optic or any other digital diffusion technologies and those formats, media or platforms compatible with IBM Windows PC, Sony PlayStation, Xbox 360 or any console or other computer game platforms or accessible and playable over the Internet, intranets, or through any proprietary on-line service in any form now known or hereafter to become known, which incorporates or is capable of reproducing as a digital data the Programme and/or any other programmes or other information (including without limitation still or moving visual images alone or sound in conjunction with either still or moving images).

“Mobile Rights” shall mean the right to transmit or otherwise distribute or exploit the Programme(s) or any part thereof via wireless telecommunication systems (including without limitation UMTS networks) utilising any form of technology (whether digital, analogue or otherwise and whether utilising radio, infra-red or optical communication frequencies or otherwise) for transmitting data (including without limitation text, graphics, sound recordings and films) for reception by mobile devices, personal digital assistants and other so-called wireless device.

“Standard Television Rights” shall mean the right to exploit all or part of the Programme by means of scheduled television broadcasting by way of free analogue and digital broadcast whereby both the video and audio parts are intelligibly receivable without charge ignoring for this purpose a licence fee authorising reception of such broadcasts together with the right to include the Programme in cable services provided by Worldwide cable operators provided the Programme is unedited

“Cable Television Rights” shall mean the right to the scheduled transmission or delivery of all or part of the Programme by means of basic or pay cable or by way of any other cable medium whether now existing or hereinafter invented.

“Satellite Television Rights” shall mean the right to broadcast or transmit all or part of the Programme by means of satellite (including free, pay-per-view, subscription or licence) whether encrypted or not including, but not by way of limitation, Direct Broadcast by Satellite (DBS), Master Antenna Television Systems (MATV) and Satellite Master Antenna Systems (SMATV) and multi-point video distribution systems (MVDS)