

d'n

dramaturg's contract package

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81 pages, spread across 9 documents
(including editable task schedules, with a total of 188 possible tasks)

dramaturgs'network

manual

d'n Dramaturgs' Contract Package

This Manual explains how to make the most of the package during contract negotiations to create an agreement that is beneficial to both parties.

To help you understand how to use the *d'n Dramaturgs' Contract Package*, we imagine a contract situation and lead you through the process step by step from the point of view of a freelance dramaturg.

preparation

You (a freelance dramaturg) have had some preliminary conversations with the Manager (the producer of the Work) where you could ask questions about the job, the work involved, the time frame, the place of the work, the collaborating artists, how the Work is going to meet its audience, and some ideas about the range of the payment.

You then decide that you are interested and are willing to confirm the commitment on both sides with a mutually agreed contract.

We recommend that at this point you consult our **Guidelines for Dramaturgs** document. It includes information that can be useful to think in advance when engaging in a job. You may also find our **Template for Hiring a Dramaturg** document useful. It is intended for writers, directors and other theatre-makers to use when seeking a dramaturg.

You can also familiarise yourself with our suggested task lists in the relevant Appendix when thinking about your possible work throughout the project.

If you haven't done it before, it is a good time for you to do some research on the company/ensemble the Manager represents, and with whom the engagement for work will happen, so you have a realistic idea of the options and the possibilities of your partner when negotiating.

You could suggest that the person engaging you reads our **Guidelines for Managers and Producers** which are also in this suite of documents. The document is similar to the **Guidelines for Dramaturgs** above, but is written for use by Managers and Producers.

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hiring a dramaturg

This template has been created to help artists and organisations find a dramaturg for their projects. Please fill it in with as much information about the project as you find relevant in order to find the right dramaturg for the job – but don't worry if you can't answer every question at this stage of the project. Alternatively, you can use the template to help you formulate your own call.

about the company

artist/company
seeking a dramaturg

website

contact name

contact details

email address and/or phone number for candidates to contact you

about the project

type of project

select as appropriate (if other, please specify)

- | | | |
|--------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> new writing | <input type="checkbox"/> devised work | <input type="checkbox"/> dance dramaturgy |
| <input type="checkbox"/> R&D | <input type="checkbox"/> teaching | <input type="checkbox"/> workshop leading |
| <input type="checkbox"/> other | <input type="text"/> | |

continued overleaf

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guidelines for managers and producers

engaging freelance dramaturgs

introduction

The purpose of this guide is to assist managers and producers draft a fair and equitable contract when engaging freelance dramaturgs. It has been prepared by the Dramaturgs' Network in the knowledge that the existing suite of freelance contracts are not sufficient to fully address the various roles a dramaturg may have in a creative process.

In the document below, the three distinct areas of work – production dramaturgy, new drama development and devised/collaborative work – are clarified, and the issue of “job creep” is addressed (where, as a result of creative developments in the work, the dramaturg is asked to take on tasks for which they were not initially engaged).

This document will guide you to draft a freelance contract for a dramaturg. You may find that one of our other documents, **Template For Hiring a Dramaturg**, may assist you with the preliminary questions.

Please note, a comprehensive package of documents to enable the drafting of a fair and equitable dramaturg's contract, including a detailed task list and fee calculation guide can be purchased on [the Dramaturgs' Network's website](#).

guidelines

1. the scope of the contract

If the scale of your project requires you to engage the dramaturg for more than six months, a full-time or part-time contract of employment would be a more suitable form of agreement.

If you are drafting a contract from scratch, in addition to the standard clauses such as the name and address of the parties, the duration of the engagement, etc. you will need to consider issues that are specific to a dramaturg's work: what tasks need to be undertaken before the rehearsal/creative period commences; who will own the copyright in text written

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guidelines for dramaturgs

contract negotiation of freelance engagements

introduction

The suggestions in this document are intended for freelance dramaturgical services in the UK for projects up to six months in length. Engagements for periods longer than 23 weeks are better suited to a full- or part-time contract of employment. This document covers all the issues that you need to consider when negotiating with an organisation.

The border between dramaturgy and directing and writing can easily blur. This document and those relating to devised work, new drama development and production dramaturgy offer suggestions that make those distinctions clearer. If you feel that there is a material change in the work that you are doing or have been asked to do, then you need to raise this with the management.

A contract may not be called a contract, it may be called an agreement or a statement but regardless of the title of the document, it needs to be legally enforceable and to have been accepted by two willing parties, who will gain from an exchange of goods, services or value. In this case, a theatre-maker provides dramaturgical services and the manager or producer provides a fee. In the current situation, freelance dramaturgs do not enjoy the rights of an employed person. The key legislation on which they might rely are the Unfair Contract Terms Act 1977, the Sale of Goods and Services Act 1982 and any UK case law, i.e. a precedent set in previous legal decisions, which provided clarity on specific points. The recent decision in the UK Supreme Court on the 2020 Uber case and the Court of Appeal in the 2021 Deliveroo case are worth reviewing.

The need to avoid recourse to the law is paramount; such action would be far too expensive to contemplate. Consequently, it is important to ensure the contract covers all the areas that will affect the dramaturg's work and the terms and conditions of the engagement.

The contract should cover the following: the name and address of the parties; the scope of the work and how it is to be undertaken; the dates setting out the rehearsal and performance period; the financial provisions, i.e. fees and expenses; the duties and obligations of both parties; general terms about where the work is to take place and rights such as billing and complimentary tickets; the scope of insurance cover; the scope of any intellectual property associated with the work; the procedure for early termination of the engagement and finally, the procedure relating to grievances and disputes. Not all these sections will apply to every engagement.

If you are provided with the Manager's own contract, you need to ensure that all the relevant areas are covered; they won't necessarily be in the format or order in the contract in this package, but you should check they are all there. In the event that provision for a certain occurrence is not included then the contract is deemed to be "silent" on that matter and, if it is of a material nature, you should ask for the contract to be amended. One important point before looking at each of these ten sections: both parties need to sign and date the document at the end, it will then constitute an enforceable contract.

If you have not already done so, it will be worth reviewing two other documents in this package: the **Guidelines for Managers and Producers** and the **Template for Hiring a Dramaturg**. The first is a version of this one specifically written from a manager's perspective and the second acts as an aide-memoire for theatre-makers seeking to hire a dramaturg.

guidelines

1. the name and address of the Parties

This is the simplest section. It should include: the date of the document, the name of the manager and the names and address of the organisation; your name and your address. If you have a separate business address to your home address, then use your business address.

2. the scope of the Work

It is here that the work to be undertaken is defined. If there is to be at least one public performance, then it is a production. If the project to which you are contributing is research and development of a work in progress, then there will be no public performance but possibly a showing to company members and/or industry professionals. If the project is neither a production nor research and development, then you need to define it, e.g. to read and report on the suitability of ten plays for rehearsed readings at a festival. The venue for any public performance or showing should be included.

The start and end date of the engagement should also be included. Note: this is not the same as the beginning of a rehearsal period or performance period. The work of the dramaturg may well begin several weeks before full casting and rehearsals. Similarly, the period of the engagement is likely to finish before the last performance.

Unless the engagement is simple such as assessing scripts or researching a specific matter, the work you are to undertake should be accurately defined. To assist, there are separate documents with task schedules covering new drama dramaturgy, production dramaturgy and devised work including collaborative processes and R&D; in each schedule, the tasks

are grouped into basic, standard and specialist services. If the engagement comprises complex work over a long period, it may be preferable to list the tasks in a separate document of your own that can be appended to the contract whether you draft it, or the Manager does.

3. the rehearsal and performance period

The contract needs to set out the beginning and end of the rehearsal period and the date of the first public performance or showing. These dates should be quite separate from the dates of the engagement.

To state the obvious, rehearsals should not start before the first day of the dramaturg's engagement. In some rare cases, the dramaturg is contracted once the creative process has already started. In this latter case, the requirement for the dramaturg to become fully briefed very quickly needs to be reflected in their fee.

Similarly, the date of the first public performance or any showing should be before the last date of the dramaturg's engagement.

In the event that the date of a showing is not known, because, for example, that date is dependent upon the development of the project, then the wording in this section should state: the showing/first public performance shall be on or before X date (the last day of the dramaturg's engagement). This will avoid changes to the project being made without the dramaturg's knowledge.

If there is not to be a showing or public performance, then this should be stated in the contract, assuming the scope of the dramaturg's work is related to a project where it would normally be expected that there would be a showing or public performance.

4. financial provisions

It is hoped that you will have agreed on your fee and what it covers with the Manager before you are asked to sign a contract. Our suggestions for calculating fees are covered in the Manual. The nature of the project and the scope of the work may mean that the fee is time-based rather than being expressed as a single sum for the entire engagement. If the fee is time-based, then you need to set a minimum figure with text such as: the parties have agreed that the fee for this engagement shall be calculated as £xxx per hour/day/week but shall not be less than £xxxxx in total.

Assuming there is a single fee for the entire engagement, this section needs to include a payment schedule, e.g. one third on signature of the contract, one third on the first day of the engagement or the first day of rehearsals and one third on the date of the first public

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Dramaturg's Contract

contract relating to the provision of
freelance dramaturgical services

1. Name and Address of the Parties

This contract is dated **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** and is between:

XX (The Manager)

of *[insert address]*

and

XX (The Dramaturg)

of *[insert address]*

together referred to as "the Parties" .

Manager's Tax Ref No.: **XXXXXXXXXXXXXXXXXXXX**

Dramaturg's Tax Ref No.: **XXXXXXXXXXXXXXXXXXXX**

Dramaturg's N.I. No.: **XXXXXXXXXXXXXXXXXXXX**

Dramaturg's VAT Reg. No.: **XXXXXXXXXXXXXXXXXXXX**

[if applicable]

Nothing in this document shall be read as creating a contract of employment
between the Parties.

2. Introduction

This contract sets out the terms and conditions under which the Manager engages the Dramaturg:

i. To undertake the specific tasks as set out in Appendix

- A1: New Drama Development
- A2: Production Dramaturgy
- A3: Collaborative Processes and R&D.

[Select as appropriate.]

ii. For a performance / production

entitled XX referred to as "the Work"

(culminating in at least one performance to the general public)

OR

As part of research and development of a work-in-progress

entitled XX referred to as "the Work"

(possibly culminating in a showing to the company and an invited audience of industry professionals)

OR

Other *[please specify]:* XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX referred to as "the Work"

iii. The Work is to be presented at

XX referred to as "the Venue"

iv. The Manager engages the Dramaturg for the services set out in this contract

from: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *[start date]*

until XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *[completion date]*

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schedule of tasks:

description of contracted dramaturgical services

devised work (collaborative processes, including dance dramaturgy and research & development) – freelance work

The Manager is to initial the dramaturgical services required and the Dramaturg is to initial to signify agreement.

basic services

	Manager	Dramaturg
Attending one (1) pre-engagement meeting with the Manager to agree on the objectives, the process and terms & conditions of the work.		
Attending one (1) pre-production meeting with the director / choreographer / company.		
<p>XXXX paid working hours of preparing for the workshop / R&D / and/or creative process by reading/viewing existing materials given to the dramaturg by the company.</p> <p><i>[State the number of paid working hours.]</i> <i>[PLEASE NOTE: This does not include research.]</i></p>		
<p>Attending XXXX workshop(s) and/or rehearsal(s), observing the construction of the work, and offering notes to the director / choreographer (up to 3 x half-a-day engagement).</p> <p><i>[State the number of workshops/rehearsals.]</i></p>		