**Coronavirus addendum to the CPI Agreement for the Production of Commercials April 2020**

**Purpose and background to this document**

The purpose of this document is clarity-

To ensure that the advertiser, agency and production company entering into a standard CPI Agreement to produce a commercial have the clearest possible understanding of the financial consequences of a production being postponed, relocated or cancelled as a result of Coronavirus. The agency will only be able to enter into this agreement if the advertiser authorises them to.

Production companies and agencies are unable to insure against the effect of the Coronavirus (which is true of any communicable illness). The force majeure clause in the contract (clause 19) may or may not cover a Coronavirus cancellation (and will not cover a relocation or postponement) depending on the circumstances and so it is critical that the financial consequences of a relocation, postponement or cancellation resulting from Coronavirus are entirely clear to all parties at the point at which the production company is contracted.

**Agreement**

In consideration of the rights and obligations of the parties in the CPI agreement entered into between them on [ADD DATE OF CONTRACT] in respect of a commercial for [ADD NAME OF CLIENT] entitled [ADD TITLE OF COMMERCIAL] it is agreed as follows:

1 It is likely that the parties will need to relocate the production or postpone or cancel the production if a competent or relevant authority, such as the World Health Organisation and/or the Ireland’s Department of Foreign Affairs & Trade or other appropriate Government department, advise against all travel (or all but essential travel) to the relevant location or in the event that any decision, guidance or recommendation by any such relevant competent Government or similar authority prevents the Production Company or Agency or any of their personnel or equipment required for the shoot from travelling to the location.

2 In the event of a postponement or the relocation of a production as set out in paragraph 1 above, the Production Company shall be entitled to recover from the Agency, after providing the Agency with the Production Company’s invoice supported by substantiating documentation, such unavoidable, additional costs incurred by the Production Company which are directly attributable to such relocation or postponement, provided that the Production Company is unable to avoid or otherwise mitigate such costs.

3 In the event of a cancellation of the production as set out in paragraph 1 above,

the Production Company shall be entitled to recover from the Agency, after providing all film deliverables (if any) and its invoice supported by substantiating documentation (in accordance with the Budget), an amount in respect of work performed by the Production Company up to the date of the notice of cancellation, together with any unavoidable costs actually and already incurred by the Production Company, including an amount in respect of the Director’s fee and the Producer’s Fee to which the Production Company is committed and unable to avoid or otherwise mitigate.

……………………………………. …………………………………

Signed Agency Signed Production Company