**Coronavirus addendum to a standard Client Services & Advertising Production Agreement**

**Purpose and background to this document**

The purpose of this document is clarity. To ensure that the advertiser and agency entering into a standard Advertising Production 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.

In the majority of cases, Agencies (or Production Companies) are unable to insure against the effect of the Coronavirus (which is true of any communicable illness). The force majeure clause in the contract 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 standard agreement entered into between them in respect of a commercial for “CLIENT COMPANY” known as the Advertiser being managed by “AGENCY” known as the Agency, 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 HSE 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 Advertiser, 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 Agency shall be entitled to recover from the Advertiser, after providing the Advertiser with an invoice supported by substantiating documentation, such unavoidable, additional costs incurred by the Agency which are directly attributable to such relocation or postponement, provided that the Agency 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 Agency shall be entitled to recover from the Advertiser, 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 Agency up to the date of the notice of cancellation, together with any unavoidable costs actually and already incurred by the Agency, including an amount in respect of the production and agency personnel fees for time to which the Agency is committed and unable to avoid or otherwise mitigate.

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| Name: | Name: |
| Job Title: | Job Title: |
| Date: | Date: |