**Co-production contract: NON FICTION**

(Updated January 2018)

Executive Producer:

[COMPANY]

[Address]

[Address]

and

Nordvision co-producer[s] (hereinafter Co-producer(s)):

[COMPANY]

[Address]

[Address]

have entered into the following agreement (the Contract) regarding the production and utilisation of a programme with the working title:

[TITLE] hereinafter called the **Production**, with [X] episodes, each of [Y’ min. /sec.] duration.

External co-producers:

Production company:

**1. PRODUCTION**

[COMPANY] is the **executive producer (hereinafter Executive Producer)** and has overall responsibility for the production.

[COMPANY] is a **co-producer (hereinafter Co-producer)** and contributes [CURRENCY] [SUM] [*other possible contributions, e.g. an episode script*]

In addition to the completed Production, the Executive Producer shall also deliver the following material to the Co-producer no later than the date of delivery defined in section 2 below (the Production and following material are referred to together below as the Deliverables):

* A list of all musical compositions, phonograms, still photographs/artworks, and TV and archive film clips included in the programme, stating how long (in minutes and seconds) each of them is used in the programme, and a list of the rights holders; see point 4.4 of the standard terms and conditions.
* Information that can be used in the programme final report: description of start and final image, possible time code for the programme start, programme duration.
* Full dialogue script with time code and so-called Final recorded script in the original language of the production, if so required by the co-producer, a summary of the respective programme/extract (in the main producer’s language), plus a short story outline or a tableau text with the respective extract.
* For Finnish or Icelandic language productions, only a translation of the summary (and not the whole script) must be provided in English or in the Co-producer’s native language. If any of the Co-producers requests a translation of the script, this can be ordered from the Executive Producer, which is entitled to invoice the Co-producer for any such services.
* Complete graphical list / translation of graphic text and / or titles with time code.
* Complete list of credits.
* Freely available press materials including press photographs in digital form; for Finnish or Icelandic language productions, the Co-producer can request a translation into English or the Co-producer’s native language – the Executive Producer will invoice the Co-producer for any such services.
* DVD [with time code]. on request
* I-sound.
* I-sound means a stereo-mix of all the sound effects including music. No dialogue or speakers on Music/Effect tracks.
* Clean copy to be supplied if possible

*[Points to be deleted or added as specifically agreed between the parties]*

**2. DELIVERY**

The Production is to be shot in [FORMAT] and delivered in [FORMAT], and shall in all respects comply with the Executive Producer’s technical specifications (which shall be included in the Contract in English or in the Co-producer’s native language), see Appendix 1. Additional special conditions can be inserted here e.g. *5.1 audio, file transfer.*

(Please select one of the options below.)

**Alternative 1**

[ ] National version including original graphics, with original title and credits plus original language version.

**Alternative 2**

[ ] International version with i-sound. The preparation of a national version is to be the responsibility of the co-producer and at their expense

**Alternative 3**

[ ] International clean version without original graphics and with i-sound. The preparation of a national version is to be the responsibility of the co-producer and at their expense

I-sound means a stereo-mix of all the sound effects including music. No dialogue or speakers on music/effect tracks.

Where clean copy is supplied to the co-producer the graphics segment and/or text form is to be placed at the end of the programme supplied so that the recipient / co-producer can apply the graphics and put them together with the text (e.g. to facilitate the translation of titles into their own language)

The Production must be delivered either with credit given to all the Co-producers in writing, or with all the Co-producers’ company logos appearing in the credits. The parties will set the specific details of the credits in each individual case. The Co-producer is responsible for providing subtitles in the Production as well as making any changes (where applicable) to opening/closing credits in accordance with paragraph 5 of the standard terms and conditions included with this Contract.

Delivery date: [*please* *state the date here*]

Deadline for acceptance of delivery: [X business days from receipt of Deliverables.]

Delivery contact / company (intake): [*name, mail address, phone*]

**3. BUDGET/FINANCING**

The total budget for the production is: [CURRENCY] [SUM]

The Executive Producer will enter into separate contracts with each of the Co-producers among the Nordvision (NV) companies. The agreement shall either take the form of one document which is to be signed by all the parties, or a separate contract concluded between the Executive Producer and each of the individual Co-producers. The Executive Producer also has the right to enter into agreements with external co-producers.

The financing plan below shows the contributions made towards the production by the Executive Producer and the Co-producer, and also their fee for rights granted. Any contributions from other co-producers and financers/contributors are also listed.

**Financing plan:**

|  |  |  |
| --- | --- | --- |
|  | **Contribution/~~share~~**  |  **Fee for rights** |
| Executive Producer |  |  |
| [Co-producing NV company] |  |  |
| [Co-producing NV company] |  |  |
| [Co-producing NV company] |  |  |
| Other, e.g. external producers, sponsors or similar |  |  |
| **TOTAL** |  |  |

**4. RIGHTS**

Each of the Co-producers hereby receives the exclusive right to broadcast the Production within the respective Co-producer’s own territory, in the following ways:

(Any reception of the transmissions of the Production received outside the Executive Producer’s or other Co-producers’ territory, but intended for their territories (“Unintentional overspill”), shall not be considered to be a breach of exclusivity.)

**Choose one of the following alternatives**

[Check the rights with your national lawyer or commissioning editor beforehand. There can be limitations regarding released music as well as limitations regarding other third-party rights such as actors and live music.]

[Choose one alternative and delete the others]

**Alternative 1**

A platform-neutral licence period of 10 years, whereby the Co-producer is entitled to an unlimited number of TV broadcasts plus simulcasting and to make available on demand via their Internet domains throughout the whole licence period.

During the license period, the Co-Producer is also entitled to make available clips (short extracts) from the Production on social media for promotional purposes. If the Co-Producer whishes to publish clips on social media that contain third party material (that is, material not produced by the Executive Producer such as, for example, music, photographs and archive material), it is the responsibility of the Co-producer to ensure that all the third party rights necessary for making the clips available on social media are acquired. If necessary due to the content of the Production, the Co-producer shall furthermore check the appropriateness of publishing clips on social media with the Executive Producer, for example with regard to the integrity of the people participating in the Production.

**Alternative 2**

A platform-neutral licence period of [insert no. of years < 10] years, whereby the Co-producer is entitled to an unlimited number of TV broadcasts plus simulcasting and to make available on demand via their Internet domains throughout the whole licence period.

During the license period, the Co-Producer is also entitled to make available clips (short extracts) from the Production on social media for promotional purposes. If the Co-Producer whishes to publish clips on social media that contain third party material (that is, material not produced by the Executive Producer such as, for example, music, photographs and arvhive material), it is the responsibility of the Co-producer to ensure that all the third party rights necessary for making the clips available on social media are acquired. If necessary due to the content of the Production, the Co-producer shall furthermore check the appropriateness of publishing clips on social media with the Executive Producer, for example with regard to the integrity of the people participating in the Production.

**Licence period:**

for [XX ] number of years (hereafter called the Licence period) counting from [DATE].

**The following text applies to all the above possibilities:**

The Co-producer hereby also receives the right to broadcast the Production using a satellite programming service aimed at its citizens living abroad, provided that the Production is broadcast simultaneously with the broadcast defined in section 4, first paragraph above, or by time shift delayed transmission in conjunction with such a broadcast. (If the Executive Producer cannot grant that right, this paragraph shall be deleted)

The Executive Producer is liable to the Co-producer to ensure that the video/DVD rights to the Production in the Co-producer’s home market are exploited no earlier than on [DATE].

The main producer undertakes to have a minimum of 1 year hold back, (2 years if possible) for selling for SVODs, e.g. via Netflix, in the co-producers’ territories from the main producer’s first broadcast onwards.

The Co-producer has an option to acquire additional exploitation rights for the Production. The parties shall conclude a separate agreement on the ~~set~~ price and terms of such rights. If a third-party contacts the Executive Producer with a request to acquire exploitation rights to the Production, the Co-producer must be given the option to purchase these rights within 30 days after the Executive Producer has informed Co-producer of such request. If the Co-producer and the Executive Producer have not entered into such an agreement within the specified time limit, the Executive Producer shall be entitled to license the Production to third parties.

If the Executive Producer produces subsequent programmes/​​series (Subsequent Programmes ), the Co-producer shall be granted the option to acquire exclusive exploitation rights, as stated above, in the Co-producer’s territory. The parties will make a separate agreement of the price and terms of the Subsequent Production. If a third-party contacts the Executive Producer with a request to acquire these exploitation rights to the Subsequent Production, the Co-producer must be given the option to purchase these rights within 30 days after the Executive Producer has informed Co-producer of such request. If the Co-producer and the Executive Producer have not entered into such an agreement within the specified time limit, the Executive Producer shall be entitled to license the Production to third parties.

**5. Producer in charge / editor-in-chief / Commissioning Editor /Executive Producer**

(responsibility for content not intake)

**CONTACT**

For [COMPANY]: [NAME], [TEL], [EMAIL]

For [COMPANY]: [NAME], [TEL], [EMAIL]

For [COMPANY]: [NAME], [TEL], [EMAIL]

**6. OTHER TERMS AND CONDITIONS**

All parties contributing to the Production, including any sponsors and national grants (if obtained) pursuant to section 7 of the standard terms and conditions, shall be listed in the financing plan in section 3 above. If, after signing the Contract, the Executive Producer decides to accept contributions to the Production from third parties not defined in the financial plan, the Co-producers must be informed of such contributors’ names and the estimated value of the contributions.

If any Co-producer decides that the completed production is not compatible with domestic legislation and the terms of Co-producer’s broadcasting licence without editing e.g. ~~of~~ blurring trademarks, logos, products or similar, Co-producer is entitled to have the relevant parts in the Production edited so that the problem is eliminated. If the Executive Producer so desires, the Executive Producer has the right to carry out the changes itself and bill these to the Co-producer. The author's moral rights are to be taken into account when making any such changes.

**7. STANDARD TERMS AND CONDITIONS**

The following standard terms and conditions apply unless specifically agreed otherwise by the contractual parties. Any other terms and conditions agreed upon must be defined in this Contract and/or its appendices. In the event of a discrepancy between the terms and conditions in this Contract and the standard terms and conditions, the terms in the Contract shall take precedence. The standard terms and conditions include an arbitration clause. The NV guidelines in force at any given time are also referred to in the standard terms and conditions.

[PLACE], [DATE] [PLACE], [DATE]

for the Executive Producer for CO-PRODUCER

[NAME/TITLE/COMPANY] [NAME/TITLE/COMPANY]

**STANDARD TERMS AND CONDITIONS**

**1. The Production**

1.1 The Production is to be produced in accordance with the programme description approved by the parties.

1.2 In the case of factual programmes: If there are captions stating the name and/or title of persons appearing in the programme, the parties are to agree where such captions should be placed in the image. The parties are also entitled to agree that the Production is to be delivered entirely without captions, for a fee where applicable, so that the Co-producer is able to add captions itself in its native language.

1.3 If the programmes contain features in a foreign language, specific subtitles are added at the discretion of each individual Co-producer. The Executive Producer will supply the script in its native language.

 In the case of Finnish or Icelandic language productions, however, a translation in English or in the relevant Scandinavian language must be provided.

1.4 Each Co-producer arranges on its own initiative and at its own expense to produce materials for use in trailers and commercial spots. Each Co-producer is entitled to produce this material based on material used in the programme.

**2. Financing**

2.1 The production budget amounts to the total stated in paragraph 3 of the Contract. The Executive Producer bears the responsibility for any budgetary over-expenditure.

2.2 The cash fee is to be paid to the Executive Producer at the following points in time:

 50% on the signing of the Contract.

 50% on final delivery and approval of the Production..

2.3 Payments are due no later than 30 days net from receipt of invoice. Invoices are to be sent to each Co-producer, for the attention of the contact person specified in the Contract.

2.4 All amounts in this Contract are stated without VAT.

2.5 If an NV company initially turns down the offer to be included as a Co-producer but later has second thoughts and registers an interest (hereinafter referred to as a Late Participant), this company’s contribution will be the same as if it had been included from the start.

 The parties already involved may, however, agree to accept that the company be included as a Co-producer with a lower contribution. In that case, the same parties are to reach an agreement on how the contribution is to be made use of/distributed.

 The rights of Late Participants to the Production are detailed in point 3.4. However, Late Participants may only be granted the right to buy broadcasting rights or to participate in the Production as Co-producer if this is compatible with any agreements that the Executive producer may have already entered into with other parties.

**3. Intangible rights – broadcasting rights**

3.1 The Executive Producer has premium rights to the Production. The transmission dates in the Co-producers’ territory are to be coordinated with the Executive Producer.

3.2 The term “transmit” is used to mean broadcast or some other form of transmission of the Production in its entirety or in excerpts regardless of the form of distribution and media platform, including but not limited to wireless transmission (terrestrial or via satellite), primary cable – and broadband distribution, simulcasting (simultaneous and unchanged transmission via the Internet), webcasting (independent transmission via the Internet) and other similar forms of presentation.

 The term “make material available on demand” is used to mean making the Production available in such a way that the public has access to it at a time and place chosen by the individual, however, this does not include the downloading of permanent copies unless the contrary is expressly stated.

3.3 In addition to the specific rights stated in point 4 of the Contract, the Co-producer is also entitled, without the payment of additional fees:

* to save the production in a Co-producers’ archive without the imposition of a time limit
* to use excerpts from the Production and press photos in advance publicity and other marketing of the Production in all media
* to give a finished copy of the Production to reviewers/the press in advance of the Co-producers’ first public presentation of the Production
* to produce the number of copies of the recordings required in order to utilise the rights acquired by the Co-producer
* to carry out the changes and/or versionings required for the various forms of use to which the Co-producer has acquired entitlement.

3.4 Late Participants’ broadcasting rights amount to:

* As Co-producer: the broadcasting rights stated in point 4 of the Contract and point 3.3 of the standard terms and conditions.
* As purchaser of broadcasting rights: X number of transmissions for Y years, cf. 3.2 of the standard terms and conditions.

 If Late Participant wishes to purchase a broadcasting right, this cannot take place without the unanimous consent of all Co-producers and the EXECUTIVE PRODUCER – unless the purchaser is willing to accept that the broadcasting right cannot be used until 6 months after all the Co-producers and the EXECUTIVE PRODUCER have had their first broadcast. With such acceptance from the purchaser, the EXECUTIVE PRODUCER is entitled to sell at ordinary market price whenever it wishes to do so without first asking its Co-producers.

 If the NV company/other purchaser purchases a broadcasting right, a supplementary agreement is to be drawn up for this and attached to this agreement as an appendix.

3.5 The Executive Producer alone has all other rights to the Production, including but not limited to sales to other countries outside the Nordic region, the right to manufacture and distribute copies of the Production for commercial use in physical media, including but not limited to DVD, CD-ROM and CD, and commercial use of the Production and of characters and programme elements relating to the Production for merchandising purposes. Merchandising includes, for example, publication of books, CD-ROMs, toys, clothing and textiles.

3.6 The Executive Producer collects all revenue that may result from transferred rights, including but not limited to revenue from the sale of copies and reassignment of rights, unless the parties have come to an alternative arrangement regarding each form of utilisation.

3.7 The Executive Producer alone is entitled to allow the Production to be used in festivals, screenings and similar. If the Executive Producer surrenders this right, the parties can reach an agreement for one of the other parties to allow the Production to be used in festivals and similar events.

3.8 The Executive Producer acquires the rights to the brands that are generated in connection with the Production, including the programme title. According to this Contract, the Co-producers are entitled to utilise the brands for use and publicity of the Production.

3.9 The Production’s original materials (film negatives, master sound, video and raw film stock) belong to the Executive Producer.

3.10 If the Production involves the creation of a format, the rights to the format fall to the Executive Producer.

**4. Third party rights**

4.1 Keeping within the budget, the Executive Producer is responsible for engaging all those taking part in the Production and acquiring rights to all works, presentations, photographs, and sound and image recordings included in the Production to the extent required for the Co-producers’ utilisation of their rights in relation to this Contract. The Co-producers are entitled to demand written documentation at any time regarding acquisition of the aforesaid rights.

 The Executive Producer exempts the Co-producers from any claims made by a third party in connection with this.

4.2 The Executive Producer is responsible for obtaining the necessary authorisation from NCB, unless the Executive Producer has an agreement with NCB that already covers the Production.

4.3 Notwithstanding point 4.1., the Co-producer must settle accounts directly with the relevant collecting societies in its own country, regarding in the Production used 1) music (to e.g. KODA/STIM/TONO/TEOSTO/Gramex/Gramo/IFPI etc.) and 2) artwork (which doesn’t include photographic images not classified as artwork, i.e. photographs that does not meet the threshold of originality) (to e.g. BO-NO/BUS/Copydan/Kuvasto), for its utilisation of the Production.

4.4 It is the responsibility of the Executive Producer to provide a list of rights owners to the Production, no later than the date of delivery of the Production, including the persons from whom the rights have been acquired and any organisations/collecting societies that are to invoice the Co-producer for its utilisation of the relevant rights in point 4.3.

**5. Credits**

5.1 The Executive Producer provides the Production with credits under the terms of the Executive Producer’s domestic copyright legislation. The Executive Producer is responsible for ensuring it is made clear in the credits for the Production that the Production is a co-production between the parties concerned. Each Co-producer is entitled to effect a change in the crediting of the pre and post text for their own broadcast in such a way that it accords with the Co-producer’s own legislation and the company’s policy. In this context, each Co-producer vouches for the Executive Producer as regards claims from a third party.

 Similarly, the NV fund should be credited if the fund has provided support.

**6. Approval of the delivery**

6.1. Within 60 days of its receipt, the Co-producer shall confirm that the broadcasting material received has been approved. If no such confirmation is forthcoming, the material is to be regarded as having been accepted. If the materials are established to be defective in any way, the party responsible for delivering them shall be given a reasonable deadline for rectifying the defects. If the defects are not corrected within the agreed period of time, the regulations for adjustment and non-performance will apply; see point 9.

**7. Sponsorship**

7.1 In addition to any agreements between the parties concerning joint sponsorship of the Production, each of the parties is entitled to seek domestic sponsorship in order to support its own financial contribution, in accordance with the regulations of its own country. The other parties must also be informed of this in writing and such domestic agreements must never come into conflict with the interests of the other Co-producers – in which case, the national sponsorship support must be relinquished.

**8. Liability and insurance**

8.1 The Executive Producer exempts the Co-producers from any claim made by a third party in connection with the Production and broadcasting of the Production, including the use of locations etc. and reasonable legal costs and lawyer’s fees.

8.2 The Executive Producer is responsible for ensuring that the Production is insured. The insurance terms and conditions must cover loss incurred as a result of accidents, illness or death among key persons, either through the Production being covered by the Executive Producer’s own general insurance policy, or the Executive Producer choosing to act as underwriter.

**9. Breach of contract - force majeure**

9.1 If the Executive Producer breaches this Contract in terms of its relationship with one or more of the Co-producers, the Co-producer(s) concerned may bring the usual remedies for breach of contract to bear on the Executive Producer.

9.2. If one or more of the Co-producers breaches this Contract, the Executive Producer may bring the usual remedies for breach of contract to bear on the Co-producer(s) concerned.

9.3 If one of the parties is prevented from fulfilling its obligations in accordance with this Contract as a consequence of force majeure, the other party is entitled to withhold its corresponding service, but has no further claim against the party in question. Force majeure includes labour disputes experienced by the parties, regardless of who initiated them, and regardless of their kind, nature or extent.

9.4 Force majeure can only be invoked if one party informs the other party, in writing and without undue delay, of the reason, the anticipated scope and the anticipated duration of the inability to fulfil its obligations. In the event of the cessation of or any change in the force majeure event, the affected party shall inform the other party in writing and without undue delay. The parties shall co-operate as far as possible to prevent and limit the negative consequences of the force majeure event on the fulfilment of obligations under the Contract. Immediately after the event has ceased, the party prevented from fulfilling its obligations shall resume its services as defined in the Contract.

9.5 If an obligation is deferred, suspended or discontinued as a result of a force majeure event, this will have the same effect on the opposite party’s corresponding services.

**10. Choice of law and arbitration**

10.1 This Contract shall in every respect be interpreted and executed in compliance with current legislation applicable in the country in which the Executive Producer has its registered office ~~headquarters.~~

10.2 In the case of any disputes arising, if the parties are unable to agree on a binding solution within 14 days through negotiation, the dispute may be brought to arbitration by either of the parties.

10.3. Any dispute that arises regarding the interpretation of this Contract or fulfilment of the same, is to be settled through arbitration in the capital of the Executive Producer’s country in accordance with the regulations in force from time to time for dealing with procedures at Copenhagen Arbitration/Stockholm Chamber of Commerce Arbitration Institute / Oslo Arbitration / Finland Chamber of Commerce.

**11. Miscellaneous conditions**

11.1 This Contract will take effect once all parties have signed it.

11.2 The attached appendix forms an integral part of the Contract. In the event of discrepancies between the Contract and its appendices, the Contract shall take precedence at all times.

11.3 The contents of the Contract can only be made public with the prior written agreement of all parties.

11.4 Additions or amendments to the Contract, including its appendices, must be made in writing in order to be valid.

11.5 None of the parties can wholly or partly transfer their obligations to a third party, unless this right is stated expressly in the Contract.

11.6 Two (2) identical copies of this Contract have been produced, of which each of the parties will receive one (1) copy.