

## AGREEMENT ON ENSURING OF WORKSHOPS AND PROFESSIONAL PRESENTATIONS

On the date specified below, the following Contracting Parties entered into this Agreement on Ensuring of Workshops and Professional Presentations pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “Civil Code”)

**1. Státní fond kinematografie**

Business ID No.: 014 54 455

Registered seat: Veletržní palác, Dukelských hrdinů 47, 170 00 Prague 7

registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 76076

Represented by Helena Bezděk Fraňková, Director

(hereinafter the “Fund” or “SFK”)

**2. name: EAVE - Les Entrepreneurs de l’Audiovisuel Européen asbl**

Registered seat: 238c rue de Luxembourg, LU-8077 Bertrange

Business ID No.: F 741

Tax ID No.: LU23704639

Registered in the Commercial Register at Luxembourg in Luxembourg

Represented by: Kristina Trapp, CEO

bank details:

Banque Générale du Luxembourg S.A.

50, av. J.F. Kennedy L – 2951 Luxembourg

Beneficiary: Les Entrepreneurs de l’Audiovisuel Européen

IBAN: LU78 0030 0232 6216 0000

BIC Code: BGLL LU LL

e-mail: tina@eave.org

(Hereinafter the “Supplier”)

(The Fund and the Supplier shall be referred to jointly hereinafter as the “Contracting Parties”, and each individually as a “Contracting Party”)

## Preamble

- A) The Fund is a state fund established pursuant to Act No. 496/2012 Coll., on audiovisual works and support for cinematography and on amendment of certain other acts (the Audiovisual Works Act) and as such is responsible for development of cinematography in the Czech Republic.
- B) EAVE is an entity that has long had a presence on the international (European) market of cinematography, and its basic activities including hosting workshops, professional presentations and similar activities in cinematography.
- C) The Fund and EAVE have agreed that the Supplier shall ensure based on an order from the Fund workshops and professional presentations with a focus on film and the film industry as described herein.
- D) This Agreement defines the conditions relating to the holding of workshops and professional presentations with a focus on film and the film industry.

### I. Subject of Agreement

1. The subject hereof is ensuring of workshops and professional presentations for the project EAVE Producers Workshop 3 in Prague in the following scope:
  - a) Organisational ensuring of workshops and professional presentations as they are defined in Annexe No. 1 hereto. The specific contents of individual workshops and professional presentations shall be ensured by the Supplier based on the Supplier's own selection and professional experience, and the Supplier is required to respect the topical themes agreed upon herein and in Annexe No. 1 hereto; during the fulfilment hereof but he is entitled to choose themes which will be presented and which themes will not be presented, but themes under the number I., II. and VI. shall be presented. The total number of workshops and professional presentations must be 6 workshop sessions or professional presentations (the nature of the meeting - whether the meeting will be a workshop in which attendees actively participate or a professional presentation, in which the supplier will ensure a lecture for attendees - will be up to the Supplier to choose). The length of the workshops and professional presentations will not be shorter than 90 minutes. The communication language of the workshops and professional presentations will be English. The organisational arrangements for the workshops and professional presentations will also include ensuring of the availability of presenters and the persons

- organising the workshop sessions and professional presentations.
- b) Ensuring of spaces for individual workshops and professional presentations shall be done in a manner that ensures that it is possible to conduct workshops and professional presentations with the staffing agreed upon herein. The anticipated premises that will be used for conducting the workshops and professional presentations pursuant to this Agreement are specified in Annexe No. 2 hereto, and the Contracting Parties hereby confirm that these premises may be replaced by the Supplier with other premises that satisfy the purpose hereof.
  - c) Audiovisual technology for the purpose of presentations at workshops and professional presentations will be ensured, including a data projector and accessories.
  - d) Presentation of the Fund as the guarantor of the workshops and professional presentations will be ensured at visible locations as described in Annexe No. 3 hereto.
  - e) Photo documentation from the workshops and professional presentations will be ensured.
2. The Supplier agrees to ensure the workshops and professional presentations in the aforementioned scope, and the Fund shall be required to pay the Supplier the agreed price.
  3. The number of persons who will be able to attend each individual workshop or individual presentations shall be approximately 50, and the system for selecting participants may be set up by the Supplier at the Supplier's own discretion; the Fund shall always be entitled to nominate at least 6 participants for an individual workshop or individual professional presentations (except for the workshop referred to under Item VI of Annexe No. 1 - Individual consultancy for selected companies/teams). If the Fund does not provide the Supplier with the names of the participants at least one day before the individual workshop takes place or for professional presentations a list of the participants nominated by the Fund, the Supplier shall be entitled to fill all places in the individual workshop or professional presentation by itself.

## II. Time and place of performance

1. The Supplier agrees to fulfil the subject of this Agreement from 10<sup>th</sup> to 17<sup>th</sup> October 2016, when the Supplier will be required to organise all workshops and professional presentations specified in Annexe No. 1 hereto, and the Supplier shall be entitled to select the specific dates and times at the Supplier's own discretion, although the Supplier shall be required to notify the Fund of the specific dates of individual workshops and professional presentations

no later than by 15 September 2016, and after that date the Supplier may not change them without the Fund's consent.

2. The location of the individual workshops and professional presentations will be the capital city of Prague.
3. The Supplier shall also be required to disclose to the Fund in writing or by e-mail the intention to change the premises for holding the workshops and professional presentations pursuant to the provisions of Article I (1) b), and shall specify the reasons, no later than within 15 days before the scheduled start of the workshop or professional presentation. If this problem occurs for any operating reasons later than 15 days before the scheduled holding of the workshop or professional presentation, the Supplier shall be required to inform the Fund promptly by phone or in writing.

### **III. Price and payment conditions**

1. The price of fulfilment has been set at EUR 70,000 (in words: Seventy thousand euro). VAT will be paid according to applicable laws.
2. The price has been set based on an agreement pursuant to Act No. 526/1990 Coll., on prices, as amended, and has been set as the highest acceptable and non-exceedable price.
3. The price for fulfilment will be paid by the Fund based on the issued tax document (invoice).
4. An amount of EUR 56.000 (in words: fifty-six thousand EUR) is Supplier entitled to invoice immediately after signing of this Agreement. The remaining part of the price of fulfilment of this contract is entitled to invoice in accordance with the following paragraph (rest invoice).
5. The basis for the issuance of the rest invoice is the implementation of all workshops and professional presentations.
6. The tax document (invoice) shall contain besides the Agreement No. and the period allowed for payment, which is 10 days from the delivery of the invoice to the client, also the details required for a proper tax document. If the invoice does not have any required details, the Fund shall be entitled to send it back to the supplier by the due date for completion, without becoming delayed with payment as a result. The period until maturity of the invoice shall begin rerunning as of the sending of the completed or corrected invoice.
7. The payment of the price shall be done by bank transfer when the amount is debited from

the Fund's account.

8. For the payment of sanctions pursuant to Article VI. hereof the same payment terms will apply as for payment of a regular invoice.

#### **IV. Fulfilment of obligations**

1. The parties shall be considered to have fulfilled their obligations when individual workshops and professional presentations are realised based on the specific requirements stated herein and in the annexes hereto.

#### **V. Supplier's responsibility for ensuring quality and liability for defects**

1. The definition of a defect in fulfilment shall mean:
  - a) Non-conducting of a particular workshop or professional presentation specified in an annexe hereto;
  - b) Insufficient securing of premises (insufficient capacity, absence of projector or other audiovisual technology);
  - c) Failure to ensure and failure to handover photo documentation to the Fund, and
  - d) Insufficient organisational arrangement (failure to ensure and failure to hand over attendance records to the Fund, etc.).
2. In the event of delayed fulfilment of the subject of the Agreement, fulfilment shall not be considered to have occurred.
3. The definition of defects also includes any other breaches of the contractual obligations specified in Article II. Time and place of performance.
4. In the event of defective fulfilment of the subject of the Agreement, the parties shall proceed in accordance with Article VI. "Breach of contractual obligations".
5. In the event of damages arising based on defective fulfilment by the Supplier, the Supplier shall be required to compensate for such damages in accordance with applicable law.

#### **VI. Breach of contractual obligations**

1. The Contracting Parties have agreed on the following sanctions for any breaches of contractual obligations:
  - a) In the event of a defect in fulfilment pursuant to paragraphs 1, 2 and 3 of Article V

hereof, the Fund shall reduce the billed amount to a reasonable extent.

- b) Repeated or multiple defects in fulfilment pursuant to paragraphs 1, 2 and 3 of Article V hereof shall be grounds for unilateral withdrawal from this Agreement.
2. The parties agree to pay for each day that the agreed deadline for payment of any owed monetary amount is exceeded interest for default at the rate of 0.05% of the billed amount until it has been paid in full.
3. Payment of a contractual penalty and/or reduction of the price of fulfilment based on the previous provisions shall have no effect on entitlement to compensation for damages caused by a breach of obligations if the breach of obligations is sanctioned by a contractual penalty or reduction of the price of fulfilment, even in an amount exceeding the contractual penalty or exceeding the amount by which the price of fulfilment has been reduced. Compensation for damages shall include the actual damages and lost profit.

#### **VII. Supplier's rights and obligations**

1. The Supplier may reassign responsibility to perform parts of the fulfilment to a third party. The amount of sub-deliveries has been set as a maximum of 25% of the total price of fulfilment.
2. During realisation of parts of fulfilment by such third party, the Supplier shall be liable as if the Supplier had performed the tasks alone.
3. The Supplier is required to cooperate during the fulfilment of the subject hereof with persons specified by the Fund.
4. The Supplier is required to consult the Fund regularly regarding any uncertainties or potential changes during the fulfilment of the Subject of this Agreement.

#### **VIII. Final provisions**

1. This Agreement may be changed or added to only following a joint arrangement on such changes or additions between the parties hereto in the form of written and numbered contractual amendments.
2. Unless otherwise stated herein, the legal relationships established by this Agreement shall be governed by relevant provisions of Act No. 89/2012 Coll., the Civil Code.
3. This Agreement has been executed in two originals, and each Contracting Party shall receive

one.

4. This Agreement shall become valid and take effect on the date when both Contracting Parties sign it, and as of that date the parties hereto shall be bound by their declarations herein.
5. The Supplier and the Fund hereby declare that they read this Agreement before signing it, that it expresses their true intent and that they are entering into it voluntarily and seriously following negotiations and with full comprehension of its contents and neither under pressure nor under obviously unfavourable terms for either Party. The Contracting Parties hereby sign below to confirm the truthfulness of the provisions hereof.

Annexes:       Annexe No. 1 - list of workshops and conferences;  
                  Annexe No. 2- expected premises for holding workshops and professional presentations;  
                  Annexe No. 3 - scope and form of the Fund's presentation

Fund

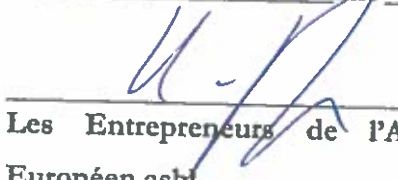
v Cannes dne 13/05/16

  
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Státní fond kinematografie

Helena Bezděk Fraňková  
ředitelka

EAVE

v Cannes dne 13/05/16

  
\_\_\_\_\_  
Les Entrepreneurs de l'Audiovisuel  
Européen asbl

Kristina Trapp, CEO

## Annex no. 1 – list of workshops and conferences

### I. **Development policies - script development / script editing**

Script development seems to be one of the major issues that the Czech film professionals are currently facing. The study on domestic feature film development conducted last year showed producer's concerns with the lack of qualified "dramaturges". This session will focus on The role of Head of development / script editor in the development process and on models of cooperation between producer, head of development, scriptwriter and script editor.

### II. **Creative producing in co-productions**

This session gives an overview of the do's and don't's of international co-production. What is the role of the producer and co-producer, what are the pitfalls? A variety of case studies will illustrate the topic and show examples of what to keep in mind for successful co-production.

### III. **Project packaging – how to prepare carefully a project before it is to be presented to potential international partners, co-production platforms or financing partners + requested materials – synopsis, treatment, logline, director's statement, producer's statement, profile.**

How do you prepare for your meetings with financiers, co-producers and sales--agents? What information do you need to give them? How and when? How do you analyze your project in order to have the relevant facts and be ready to present it? What is relevant information? Is there a difference between pre-arranged and spontaneous meetings? When do you pitch and when not? About the do's and don'ts of project presentation, personal and company branding.

### IV. **Development & management of fiction and documentary production**

Lise Lense--Moller, an active and Oscar nominated producer ("Burma VJ") in her own company in Denmark since 1984, shares her insight into the management of a production company and the development process of documentaries through carefully selected case studies of her own productions.



**V. Financial impact of digital distribution?**

This session explores ways and methods for distribution – in the classical way and with the new alternative methods that exist. The advantages and inconvenients of both methods will be explored and advice will be provided how to find the right 'mix' and adequate distribution for your particular project.

**VI. Individual consultancy for selected companies/teams.**

Individual consultancy for 5-6 selected companies about the following issues:

Production company positioning / development – consultation of policies and strategies within the company development / strategic planning.

ZAVEDENÝ KONFERENČNÍ HOTEL / WELL ESTABLISHED CONFERENCE HOTEL

Konferenční centrum Diplomat Hotelu Praze vypravil pódium a modernizující techniku podlahu 2 000 m<sup>2</sup> prostu s kapacitou až 1 050 osob. Přehlední moderní prostory mistrovství světového cateringu jsou samozřejmostí.

The conference centre at Diplomat Hotel Prague with an exhibition area and state-of-the-art technology, has 2 000 m<sup>2</sup> of space for up to 1,050 people. Flexible rooms which can be combined as needed, and first-rate catering are commonplace.



**diplomat** HOTEL \*\*\*\*\* PRAGUE

**RESERVATION DIRECTLY AT THE HOTEL**

Diplomat Hotel Prague \*\*\*\*\*  
 262 001 111 (Prague) / 262 001 111 (Prague)  
 Fax: +42 2 24 551 111 / Fax: +42 2 24 551 111  
 info@diplomat-hotel.cz, www.diplomat-hotel.cz

**VITIMA INTERNATIONAL**

**CENTRAL INFORMATION**

at Home & Office  
 Průmyslová 67/1, 120 00 Prague, Austria  
 Tel: +43 1 320 33 33 / Tel: +43 1 320 33 33  
 info@vitima.com, www.vitima.com

**GDS CODES**

Hotels.com: VI PRCPH  
 Expedia: VI 61742  
 Sabre: VI 2100  
 Amadeus: VI 2120  
 Worldspan: VI 2120  
 Pegasus: VI 2825



**diplomat** HOTEL \*\*\*\*\* PRAGUE



A STATEMENT OF QUALITY AND SERVICE

LOCATION: Located in Prague's diplomatic quarter, near to Václav Havel Airport Prague.  
 ROOMS: 398 including 19 suites MEETINGS: 22 conference rooms





## **Annexe no. 3**

### **Presentation of Czech Republic and institutions:**

- **Local panel session:** presentation of the State Cinematography Fund Czech Republic – producing in the CR, funding – co--productions, tax incentives
- **Promotional presence:** presentation of logo of Czech Cinematography fund in infobook and workshop catalogue, on EAVE website and in the plenary room during the workshop (hotel venue)
- **European – wide press coverage:** mention of Czech Cinematography fund in all press releases and promotional material