

AGREEMENT ME 2020 CZ 014

EUROPA CINEMAS AGREEMENT
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Between

CENTRUM KULTURY A VZDĚLÁVÁNÍ Moravská Ostrava, příspěvková organizace	
Došlo: 26-06-2020	Č.j.: CKV/190/20/20
Číslo dopor. zás.: _____	
Vyřizuje/tel.: _____	
Na vědomí: _____	
Počet listů: 2	Počet příloh: 1

The Co-ordinator, EUROPA CINEMAS, an association under French law subject to the provisions of the Act of 1st July 1901, 54 rue Beaubourg, F-75003 PARIS, represented by Claude-Eric Poiroux duly authorised for that purpose,

hereinafter EUROPA CINEMAS
and

The Co-Beneficiary, the exhibition company Centrum kultury a vzdělávání Moravská Ostrava, p.o., Sokolská třída 26/175 - CZ 702 00 Ostrava - Czech Republic, represented for the purposes of this act by Mrs. Pavla Filáková,

hereinafter THE EXHIBITOR

FOR THE THEATRE:

- - Minikino (1 screen) - Kostelní 2572/3 - CZ 702 00 Ostrava - Czech Republic

Corresponding to 1 screen under contract,

hereinafter THE THEATRE

THE EXHIBITOR of the THEATRE above confirms that he is aware that a Contract, of which he is the Co-Beneficiary, is signed with the European Commission and EUROPA CINEMAS as the coordinating entity. This Contract stipulates the following aims:

- - increasing and diversifying programming in theatres and attendance at European films, as a priority non-national films,
- - promoting exhibitors' initiatives around European film aimed at Young Audiences,
- - developing a network of theatres allowing for joint initiatives at national and European levels.

Signatories have agreed the following:

ARTICLE 1 - PURPOSE OF THIS AGREEMENT

The current Agreement aims to define the arrangements for implementing the objectives of the Contract with the European Commission and disbursing the corresponding funding to the Co-Beneficiary in keeping with the criteria laid out in the 2020 Guidelines (See the Europa Cinemas website). The signatories of this present Agreement undertake to respect these Guidelines, which form an essential component of this Agreement.

ARTICLE 2 - THE THEATRE'S EUROPEAN PROGRAMMING

The exhibitor shall undertake to ensure that during year 2020 the theatre's programming satisfies the following conditions: 25 % minimum of total programming of the THEATRE, measured as the total number of screenings, shall be of European non-national films. The support shall be granted on the basis of the overall programming of the multiplex and calculated on a pro rata basis for the number of screens than can demonstrate 25 % Screenings of European Non National Films (SENN). The European component of programming as indicated above shall comprise at least 70 % of screenings of first-run films.

The theatre's percentage of European screenings will also be taken into account for the calculation of funding (See Guidelines).

ARTICLE 3 - INITIATIVES AIMED AT YOUNG AUDIENCES AND SCHOOL-AGE CHILDREN

The Young Audience support per annum shall be allocated for specific initiatives offered by a theatre in terms of programming and activities targeted at young spectators:

- - separate screenings for schoolchildren or other organised groups,
- - extra promotion or specific activities for Young Audiences: regular events, presentations, discussions, meetings...

- - festivals, films programs designed primarily for Young Audiences,
- - active participation in programmes developed at regional, national or European levels.

Young Audiences screenings offered within the scope of general programming and not involving special promotion or specific activities and a simple reduction in admission fee are not eligible for funding.

These criteria are stipulated in the Young Audiences Guidelines, which form an integral part of this agreement.

ARTICLE 4 - EXAMINATION OF THE PROGRAMMING AND INITIATIVES BY THE VALIDATION COMMITTEE

A Validation Committee selected by EUROPA CINEMAS proceeds to the analysis of the programming and of the Young Audiences initiatives of the film theatres in the network and to the selection and remaining of the theatres that are members of the network.

The EXHIBITOR undertakes to transmit regularly, and at least once annually at the beginning of the year or in the time frame allotted, all the information requested by EUROPA CINEMAS in the programming tables published by EUROPA CINEMAS. When doing this, the EXHIBITOR should first and foremost use the Member Zone of Europa Cinemas' website. Incomplete applications, or applications submitted after the deadline, will neither be studied nor submitted to the Validation Committee. The Committee shall examine the information transmitted by the EXHIBITOR and shall determine:

- - the percentage of European non-national programming expressed as the number of screenings,
- - the global percentage of European screenings,
- - European initiatives of THE EXHIBITOR aimed at Young Audiences.

ARTICLE 5 - CONDITIONS FOR REMAINING IN THE NETWORK

Each year the Validation Committee may examine whether THE THEATRE has satisfied the conditions for continued participation in the network. Should the conditions required in Article 2 not be met during three consecutive years, the theatre's designation as a EUROPA CINEMAS theatre may be revoked or suspended after examination of exhibitor's justifications. The decision to exclude THE THEATRE from the network shall be communicated to THE EXHIBITOR after the meeting of the Validation Committee and shall take effect immediately.

The exhibitor may re-submit an application for the theatre later on.

ARTICLE 6 - AMOUNT AND UTILISATION OF SUPPORT

If THE THEATRE complies with the conditions relating to programming and in-house events stipulated in Articles 2 and 3, EUROPA CINEMAS' contribution to support European programming and initiatives aimed at Young Audiences for the year 2020 may amount to a maximum annual total of 15,500 € (bonus not included) granted to THE THEATRE on the basis of the following breakdown:

- - 12,500 € maximum for European non-national programming
- - 3,000 € maximum for initiatives aimed at Young Audiences and school-age children

Additional support will be paid to THE THEATRE as a diversity bonus based on the number of European nationalities represented in the list of screened films. This bonus will be calculated on the basis of the scale included in the Guidelines.

No payment for programming support may exceed 1 (one) € per admission to European non-national films in THE THEATRE.

Should THE THEATRE close for more than two consecutive weeks during the period under examination, the amount of support payable will be calculated on a pro rata basis for the weeks during which the theatre is open.

Should there be a change in the number screens in THE THEATRE over the course of the year, the amount of support payable will be prorated according to the number of screens in activity during each period.

A degressivity measure applies to all cinemas having joined the network over ten years ago (first agreement signed in 2005). Beyond these 10 years and for the following ten years, the support will be reduced by 1% per year (i.e. 1% of the total amount – programming support, diversity, Young audience support included).

ARTICLE 7 - ARRANGEMENTS FOR PAYMENT OF SUPPORT

Consequent to the COVID-19 crisis, an advance payment of support will exceptionally be made to THE THEATRE during the year 2020 and for that same year. This advance payment will be calculated on the indicative basis of the 2019 results of the THE THEATRE and will correspond to a maximum of 50% of the total 2020 support as indicated in Article 6.

Payment of the balance of the 2020 support shall be made after examination by the April 2021 Validation Committee and subject to approval from the European Commission.
The balance ultimately paid on the basis of each agreement will depend in particular on the global financial package received from the European Commission and on the number of theatres that are members of the network and receive financial support from EUROPA CINEMAS.

No payment may be made to a theatre which has not signed and sent back within the required deadline the present Agreement. If there has been a change in legal representative, it is THE THEATRE'S responsibility to send EUROPA CINEMAS an official communication stating the identity of the new legal representative.

EUROPA CINEMAS shall provide THE THEATRE two notifications: one for the amount of the exceptional COVID-19 advance and the other for the balance of the 2020 support to be received. Both will include the conditions to be fulfilled by The EXHIBITOR for the payment, which are, to provide the following documents:

- - the present agreement along with its mandate(s), duly signed, thus confirming the continued activity of THE THEATRE,
- - bank details of the exhibition company of THE THEATRE.

If EUROPA CINEMAS does not receive these documents by the 31st December 2020, THE THEATRE shall be considered as renouncing the support and the payment shall be cancelled.

No payment may be made to a theatre which has closed completely at the time when payment is to be made.

Should THE THEATRE change exhibition companies during the accounting period, support will be paid to the company operating THE THEATRE at the time of payment. The previously existing agreement will be cancelled and payment will only be made if the new company adheres to the same policy and signs a new agreement based on the same conditions as the former one. EUROPA CINEMAS reserves the right to check beforehand that the programming of the new exhibitor satisfies the objectives of the Guidelines before paying the support.

In the cases of mini-networks, Europa Cinemas will require the beneficiary / head of network of the agreement to prove the payment to the other co-beneficiaries.

ARTICLE 8 - RESERVATION CLAUSE

If for any reason EUROPA CINEMAS does not receive the expected subsidies from the European Commission, or only in part, the sum to be paid to THE THEATRE pursuant to this agreement may either be reduced or not paid, with no notice given and no ensuing right to claim compensation of any sort from EUROPA CINEMAS.

ARTICLE 9 - THEATRE OWN INVESTMENT (MATCHING FUND)

The investment corresponds to expenditure for rental of European non-national films, as paid by THE EXHIBITOR to distributors. For each film included in the programme THE EXHIBITOR shall indicate the total sum for box-office related revenue and the number of admissions per film. EUROPA CINEMAS reserves the right to request that THE THEATRE inform EUROPA CINEMAS of the amount invoiced by the distributor for each film programmed, inclusive of tax, and that it provide any invoice relating to expenditure for in-house events and advertising. Invoices paid by THE EXHIBITOR in relation to advertising of European non-national films may be incorporated into THE THEATRE'S investment.

ARTICLE 10 - JOINT INITIATIVES: CO-ORDINATION, INFORMATION, COMMUNICATION

Joint information and promotion initiatives are in particular the following: Audience Development and Innovation Labs, Network Review, website, databases, Europa Cinemas Label, co-ordination of national or regional initiatives, Exhibitor's Conference, publication of studies and surveys, meetings of professionals, joint programming initiatives, joint advertising material, dissemination of information. EUROPA CINEMAS shall co-ordinate initiatives taken within the network.

In order to facilitate the internal communication of the network and the transfer of programming data and general information concerning THE THEATRE and the exhibition company, THE EXHIBITOR must use the Member Zone, accessible from EUROPA CINEMAS' website.

The information communicated by THE EXHIBITOR via the Member Zone and included in this Agreement must be reliable, regularly updated and engages the responsibility of THE EXHIBITOR.

ARTICLE 11 - ADVERTISING AND COMMUNICATION OF THE EXHIBITOR

THE EXHIBITOR commits to the following:

- - Visibly display the EUROPA CINEMAS / MEDIA signboard in the theatre's foyer.
- - Run the EUROPA CINEMAS / MEDIA animated logo on digital format before each screening.

- - Include the following text, legibly, on THE THEATRE'S website and on all advertising material and documentation published during the period covered by this Agreement: EUROPA CINEMAS / Creative Europe/MEDIA sub-programme. Several copies of such material shall be sent to EUROPA CINEMAS.

THE EXHIBITOR will receive a EUROPA CINEMAS PASS giving THE EXHIBITOR free access to all the theatres in the network. In return, THE EXHIBITOR commits to providing one or two free seats to holders of this Pass, valid for all screenings in THE THEATRE.

THE EXHIBITOR will receive the following promotional material for the above-mentioned communication measures to inform the audience that THE THEATRE is part of the network and that it receives financial assistance from the European Union:

- - EUROPA CINEMAS / MEDIA signboard,
- - Animated logo, digital format,
- - Logos,
- - EUROPA CINEMAS Pass.

IMPORTANT: THE EXHIBITOR's failure to duly respect the undertakings stipulated in this article and to supply justifiable cause can lead to the suspension or cancellation of this Agreement and of associated payments.

ARTICLE 12 - NAME AND DISTINCTIVE SIGNS OF EUROPA CINEMAS ASSOCIATION

THE EXHIBITOR shall utilise the name or distinctive signs of EUROPA CINEMAS solely in order to identify and promote the network within the framework of this agreement.

THE EXHIBITOR undertakes not to register or have registered any brand, commercial name or distinctive sign belonging to EUROPA CINEMAS (or any other brand or sign that might be confused with those of EUROPA CINEMAS) in the exhibitor's country or in the European Union.

Should THE THEATRE cease to be part of the network, THE EXHIBITOR shall no longer be authorised to utilise the name or distinctive signs of EUROPA CINEMAS.

ARTICLE 13 - CORRECT REPRESENTATION OF INFORMATION

THE EXHIBITOR shall certify that all information given by the exhibitor to EUROPA CINEMAS in performance of this agreement is correct, precise and truthful.

Receipts declarations or distributors bills can be required during the analysis of the programmings. Furthermore, EUROPA CINEMAS and the European Commission reserve the right to carry out inspections at the office of THE EXHIBITOR and in the premises of THE THEATRE at their convenience, either directly or through an intermediary chosen by them, in order to verify that information, particularly on accounting, provided to them by THE EXHIBITOR, is correct. Any false statement shall lead to immediate ipso jure termination of this agreement and the reimbursement of the sum already paid for this agreement.

THE EXHIBITOR undertakes to inform EUROPA CINEMAS of any change to the operation of THE THEATRE of such a nature as to alter the conditions of performance of this agreement.

ARTICLE 14 - APPLICABLE LAW - DISPUTES - LANGUAGE OF THE AGREEMENT

French law shall govern interpretation, implementation and performance of this agreement. Each of the parties shall make every effort to settle amicably any dispute that may arise between them with regard to the interpretation or implementation of this agreement. In the absence of such amicable settlement, the courts of PARIS shall have jurisdiction. The languages of this agreement are French or English.

ARTICLE 15 - CONFIDENTIALITY

Europa Cinemas is committed to protecting the confidential information provided by the exhibitor. As of the Contract signed on 25/11/2019 between Europa Cinemas and the Education, Audiovisual and Culture Executive Agency (EACEA), Europa Cinemas will provide access to the information available to internal audit services, to the Financial Irregularities panel and/or to the European Anti-Fraud Office. Beneficiaries may, on written request, gain access to their personal data and correct any information that is incorrect or incomplete. They should address any questions regarding the processing of personal data to the EACEA. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor.

ARTICLE 16 - NULLITY

The invalidity or non-applicability of any one of the above provisions shall not affect the validity or applicability of the other provisions of this agreement unless this invalid or non-applicable clause can be regarded as an essential (material) clause, in other words, unless this clause is such that the parties would not have concluded the present agreement if they had been aware of the invalidity or non-applicability of said clause.

Moreover, the parties to this agreement agree that similar provisions may be substituted to replace invalid or non-applicable provisions and that such provisions shall form an integral part of this agreement.

ARTICLE 17 - TERM OF THE AGREEMENT

This agreement is concluded for the year 2020.