



Agreement regarding a pitch prize to be awarded by Sandbox Films to a 'Camp4Science' project at Academia Film Olomouc 59th International Festival of Science Documentary Films, 2024 organised by Palacký University Olomouc

PARTIES:

- (1) Sandbox Films LLC ("Sandbox") of 160 Fifth Avenue, New York, 10010, USA, Company Number: 5439150, represented by authorized representative: [REDACTED]
- (2) Palacký University Olomouc ("UPOL") of Křížkovského 511/8, 779 00 Olomouc 779 00 Olomouc, Czech Republic, Identification Number: 61989592, represented by authorized representative: [REDACTED]

BACKGROUND:

- (1) Sandbox is a not-for-profit LLC that supports the creation and distribution of documentary films that illuminate the art and beauty of scientific inquiry.
- (2) Academia Film Olomouc Festival ("AFO") is an international festival of science documentary films that has been organized by Palacký University Olomouc since 1966.
- (3) Camp 4Science is a training and networking event organized by AFO for filmmakers dedicated to developing science documentary projects. The workshop culminates in a pitching of projects to an audience of festival representatives, producers, filmmakers and distributors. The best pitched project at Camp 4Science, 2024 as chosen by a jury appointed by Sandbox and AFO will be awarded \$25,000 United States Dollars from the Sandbox's resources (hereinafter the "prize").
- (4) Sandbox Films additionally agrees to contribute \$ 26,450 USD towards travel costs for Camp 4Science participants.

AGREED TERMS:



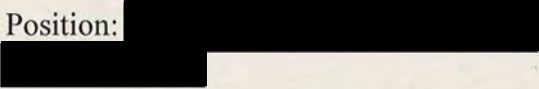



- (1) AFO will in timely fashion provide Sandbox with full details and (materials, where available – including treatments, video footage, budgets etc) of the projects and being pitched by participants in Camp 4Science, 2024 within the framework of 58th edition of AFO.

- (2) A representative (or representatives) of Sandbox will participate at the Camp 4Science, 2024 pitching forum when the projects are fully presented. Following the pitches and meetings, and before the final awards event, Sandbox and AFO will arrange and oversee a jury to select one applicant to receive the prize.
- (3) The prize will be for the sum of \$25,000 United States Dollars and will be used by the winner solely to support the development and production of their documentary film.
- (4) The prize winner will be solely responsible for tax or any other liabilities arising from or in connection with its receipt of the funds.
- (5) This agreement pertains to the awarding of one prize by Sandbox at AFO in 2024.
- (6) The \$25,000 USD prize will be paid by Sandbox to the winning project within 30 days of the winner signing an agreement with Sandbox in terms which are the same, or substantially the same, as the agreements used in 2023.
- (7) The additional \$26,450 USD, as a purpose-bound donation, to be used solely for Camp 4Science participants' travel expenses will, within 21 days of this agreement coming into effect, be paid by Sandbox to UPOL who will administer the spending. Sandbox hereby declares and warrants that, neither pursuant to the U.S. federal law nor under the law of the State of New York, are the amounts above subject to any withholding tax, that they will not be reduced anyhow and that they will be paid by Sandbox in full in accordance with this agreement.
- (8) AFO will ensure that all participants are aware when they enter Camp 4Science that they will only receive the prize, if successful, upon entering the said draft agreement with Sandbox.
- (9) AFO acknowledges that it will not be a party to Sandbox's agreement with the prize winner.
- (10) AFO agrees that it will, as an acknowledgement of the aforementioned donation:
 - a. Reference the prize in all press and publicity about the Camp 4Science pitching event;
 - b. Include the Sandbox Films logo in publicity materials for the Camp 4Science pitching event, at the Camp 4Science pitching event itself and in the AFO materials produced in 2024: in all printed materials, in the festival jingle projected before each program block, in the AFO venues and in the website www.afo.cz;
 - c. Allow the prize to be presented as part of its main awards ceremony;
 - d. Announce the prize in a joint press statement to be mutually approved by Sandbox.

The parties hereto hereby confirm that before conclusion hereof, Sandbox delivered to UPOL the Sandbox's logo in the appropriate format for the purpose above. Sandbox hereby grants UPOL a free of charge licence to use Sandbox's logo for the purpose above.

- (11) AFO and Sandbox acknowledge that the prize winner will own all rights in any materials produced for or relating to their project, including any intellectual property rights.
- (12) Neither party may, except as expressly set forth herein, without the prior written consent of the other party, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement.
- (13) This agreement does not, and is not intended to, confer any contractual benefit on any other person.
- (14) This agreement shall be governed by laws of the State of New York.
- (15) This agreement is concluded upon signature by the authorized persons of both parties hereto and becomes effective on the date of its publication in the Czech Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts). UPOL shall ensure the publication of this Agreement in the Register of Contracts and inform thereof Sandbox forthwith after the publication.
- (16) This Agreement may only be amended by dated numbered amendments with signatures of parties' authorized persons on one deed.

SIGNED:

 4/19/24 For and on behalf of Sandbox Films Name:  Position: 	 19.4.2024 For and on behalf of Academia Film Olomouc Name:  Position: 
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