

Česká televize
VAT No.: CZ00027383

and

ARTE G.E.I.E.
VAT No.: FR 96382865624

COPRODUCTION AGREEMENT

No. CT.1.15861.001/24
ČT No: VYR224-00033/542

Subject matter: rights and obligations in the production and broadcast of an audio-visual recording

Price or value: 54.485,- EUR

Date of signature: - 5 -06- 2024

CO-PRODUCTION AGREEMENT
N°CT.1.15861.001/24
 [REDACTED]

<p>Between:</p> <p>ARTE G.E.I.E., the registered office of which is at 4 quai du Chanoine Winterer, 67000 Strasbourg, France, registered at the Strasbourg Commercial and Companies Registry under no. C 382 865 624, Represented by Ms Chloé Roux, Head of Program Management,</p> <p>Hereinafter referred to as "ARTE", of the first part,</p>	<p>and</p> <p>The company ČESKÁ TELEVIZE, the registered office of which is at Kavci hory, 140 70 Prague 4, Czech Republic, established by Act N° 483/1991 Coll., on Czech Television, is not entered in the Commercial Register, Identification N°00027383, Represented by Mr. Jan Souček, General Director,</p> <p>Hereinafter referred to as the "Contracting party", of the other part,</p>
<p>hereinafter referred to together as the "Parties" it has hereby been agreed as follows:</p>	

WITNESSETH

This agreement takes place in the context of the association agreement entered into between ARTE and the Contracting party.

SECTION 1: SPECIAL CONDITIONS

<p>ARTICLE 1. PURPOSE OF THE AGREEMENT</p>	<p>The Contracting party undertakes, with the participation of ARTE and on the terms defined in this agreement (hereinafter the "Agreement"), to produce an audiovisual work (hereinafter referred to as the "Programme"), in accordance with the project approved by ARTE's Programming conference. The characteristics mentioned in Article 1 are an essential and determining requirement for the performance of the Agreement and may not in any circumstances be amended without ARTE's prior agreement.</p>
<p>1.1. Description of the Programme</p>	<p>Provisional title: [REDACTED] The final title of the Programme may not be decided without ARTE's prior agreement.</p> <p>TV Director: [REDACTED]</p> <p>Conductor: [REDACTED]</p> <p>Orchestra: [REDACTED]</p> <p>Host: [REDACTED]</p> <p>Length: [REDACTED] minutes +/- [REDACTED] minutes.</p> <p>Nationality: [REDACTED]</p> <p>Original version: musical version.</p> <p>Version to be delivered: musical version.</p> <p>Shooting locations: [REDACTED]</p>

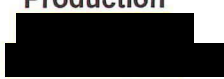



	<p>Shooting dates: ■ day, ■■■■■■</p>
<p>1.2. Delivery of Broadcast materials</p>	<p>1.2.1. Description of the Broadcast materials</p> <p>I. 1 HD RFB (Ready For Broadcast) FILE AVC-Intra 100, 4:2:2, I-Frame, 10-bit, 112 Mbit/s (EBU TECH 3299) encapsulated in a .mxf file, containing the following items:</p> <p>IMAGE:</p> <ul style="list-style-type: none"> ➤ the image with bilingual French / German inserts, opening credits in French and in German, end credits in German and free of burned-in subtitles; ➤ ratio 16:9. <p>AUDIO:</p> <ul style="list-style-type: none"> ➤ the original version <p>The Metadata (accompanying information, e.g. audio track allocation) shall be entered and transmitted by the Contracting Party directly on the digital delivery platform.</p> <p>1.2.2. Delivery address The material listed in I and II is to be delivered at the following address: https://partner.arte.tv</p> <p>1.2.3. Delivery date On ■■■■■■ at the latest.</p>
<p>1.3. Delivery of Supportive programme materials</p>	<p>1.3.1. Description of the Supportive programme materials The following items:</p> <ul style="list-style-type: none"> ➤ Press material "free of rights": <ul style="list-style-type: none"> - photos (between 5-10): .jpeg file, 300 dpi, with statement of rights-holders and captions; - 2 press texts as a .doc or .docx file: <ul style="list-style-type: none"> 1 short text (380-600 characters, spaces included) and 1 long text (1400-1600 characters, spaces included). ➤ Texts for language versions produced by ARTE: <ul style="list-style-type: none"> - list of any captions/titles in Czech with TC in .doc format; ➤ Other material: <ul style="list-style-type: none"> - statements of copyrights and neighbouring rights (music, video clips, artwork, photos, literary quotes, archives ...) - ISAN Number of the Programme <p>will be uploaded by the Contracting Party on the following delivery platform: https://partner.arte.tv</p> <p>The following elements are subject to ARTE's prior approval and must be sent to ARTE before the delivery of the final broadcast material:</p> <ul style="list-style-type: none"> - one downloadable screening link of the Programme with integrated TC display in original version. This link is to be sent to the e-mail addresses of the Editorial Team and/or to any other address indicated by ARTE in good time; - the final technical and artistic list « texte générique » as a .doc file is to be sent to the e-mail addresses of: <ul style="list-style-type: none"> - the Editorial Team + - the Production Team and/or to any other address indicated by ARTE in good time.

	<p>In the event that a Carbon Footprint Assessment is established for Programme Productions in accordance with the legislation in force where the Programme is produced, the Contracting party undertakes to provide ARTE with a copy of:</p> <ul style="list-style-type: none"> - the provisional assessment upon the signing the Agreement and - the final assessment upon submitting final production accounts. <p>It should be noted that a Carbon Footprint Assessment is recognized as a tool for calculating the greenhouse gas emissions resulting from, in this case, Programme Productions.</p> <p>These documents must be sent to the e-mail addresses of the Production Team and/or to any other address indicated by ARTE in good time.</p> <p>1.3.2. Delivery Date The delivery date will be determined jointly by the Parties and will be no later than the date of delivery of the Broadcast materials.</p>
<p>1.4. Technical requirements</p>	<p>With regard to the Deliverables as defined in the General Conditions, the Contracting party certifies that it is aware of and has understood ARTE's technical requirements (v1-07-2), available at the following address: www.arte.tv/technical-guidelines.</p> <p>The Contracting party undertakes, in accordance with the budgetary framework, to comply with any new technical requirements that might be adopted by ARTE after signature of this Agreement, provided that such technical requirements are sent to it in good time having regards to the date of delivery of the Broadcast materials.</p>
<p>ARTICLE 2. RIGHTS GRANTED TO ARTE</p>	<p>In consideration of its licensee's share, ARTE may communicate or arrange for the communication of the Programme to the public, in a linear and/or non-linear way, according to the definition of these rights in the General Conditions, and under the following conditions:</p>
<p>2.1. Linear rights</p>	<p>2.1.1. Vectors and licensed territories</p> <p>* Satellite transmissions: Transmission territories: [REDACTED]</p> <p>* Terrestrial transmissions: Territories: [REDACTED]</p> <p>* Cable: Territories: [REDACTED]</p> <p>* Internet (Simulcast): Territories: [REDACTED]</p> <p>2.1.2. Commencement of the rights on the date of acceptance by ARTE of the Programme's Broadcast materials</p> <p>2.1.3. Duration of the rights [REDACTED] years</p> <p>2.1.4. Number of runs [REDACTED] multiruns (1 multirun = 4 runs within 45 days).</p> <p>2.1.5. Language versions The rights will be granted for the original version. ARTE might also exercise the rights in the versions defined in Art. 11.1.</p> <p>2.1.6. Priority The rights are prior rights in the Territories defined in Article 2.1.1.</p>

	<p>2.1.7. Exclusivity The rights are exclusive in [REDACTED] and [REDACTED] for the Duration of the rights. They are non-exclusive in [REDACTED] and [REDACTED] for the Duration of the rights.</p>
2.2. Non-linear rights	<p>2.2.1. Territories [REDACTED]</p> <p>2.2.2. Duration of the rights The Programme will be made available to the public:</p> <ul style="list-style-type: none">- for a period of 7 days preceding the first run of each multirun (Preview);- from the day of the first run of each multirun;- for a period of 30 days following the first run of each multirun (Catch-up Television);- independently of the Programme's broadcast on the channel and for a total period of [REDACTED] days, consecutive or non-consecutive, at any time during the Duration of the rights referred to in Article 2.1.3. <p>2.2.3. Terms of use The Contracting Party authorises ARTE to make the Programme available to the public or to arrange for it to be made available to the public whether itself or through any third parties authorised by ARTE, without monetary consideration from the user, using any process of transmission on individual request (via the internet or any other electronic communication service), irrespective of the technical means used for its reception, without limitation of the number of consultations online and/or offline ("offline mode") but with no possibility of permanent storage.</p> <p>2.2.4. Language versions The rights will be granted for the original version. ARTE might also exercise the rights in the versions defined in Art. 11.1.</p> <p>2.2.5. Exclusivity / priority These rights are prior and exclusive, to the exception of the Contracting Party, in the Territories defined in Article 2.2.1, for the Duration of the rights.</p> <p>2.2.6 Exploitation by way of Pay VOD The Parties agree that there shall be a holdback on the licensing of Pay VOD rights of the Programme in France and Germany, which may only be licensed as of 12 months following the date of acceptance by ARTE of the Programme's Broadcast materials. Furthermore, the Contracting Party grants ARTE a preferential right to exploit the Programme by way of Pay VOD as determined above, in the versions and in the territories the subject matter hereof during the Duration of the rights referred to in Article 2.1.3.</p> <p>In the event that a third party should make during and for the Duration of the rights referred to in Article 2.1.3. an offer to the Contracting Party in relation to such exploitation, the said exploitation may be allocated to ARTE on financial conditions which are the same as those offered by that third party. The Contracting Party shall notify ARTE by e-mail with confirmation of receipt of any proposal made to it that it wishes to accept. ARTE will have a period of three weeks from the date of receipt of the notification to indicate whether it intends to exercise its preferential right. If ARTE fails to exercise its preferential right, the Contracting Party shall be free to enter into a contract with the said third party on the conditions transmitted to ARTE.</p>

	<p>In the event that these rights are transferred to ARTE, their exploitation will be the subject of a new agreement distinct from this agreement.</p>
<p>2.3. Use of excerpts</p>	<p>In addition to the use of the Programme as authorised by this Agreement, ARTE is also authorised by the Contracting party, throughout the contractual Duration of the granted rights, in the context of the contractual amount of the rights granted as described above and with no other formality or payment by ARTE:</p> <ul style="list-style-type: none"> - to broadcast or arrange for the broadcast by any means (in particular by radio/television broadcast, satellite, terrestrial broadcast, cable, internet -including social media networks- and other means of electronic communication) and in a linear and/or non-linear way; and - to communicate to the public or arrange for the communication to the public (at press events, fairs, festivals, cinemas, etc.); <p>throughout the world, excerpts of the Programme for purposes of presentation or promotion of ARTE's Programmes and/or activities, and in particular with the intent to create trailers.</p> <p>The duration of each excerpt will be limited to three minutes.</p> <p>In addition, ARTE may, during the contractual term of the rights, produce, edit, exploit or have exploited by any means (including on its services and those of its partners) and on any media, free of charge, worldwide, short sequences consisting of images or sequences from the Program (such as soundtrack, sound element, summary description of the Program), up to a limit of 3 minutes, as part of the promotion of the Program (intended in particular for ARTE's Social Networks accounts) for the purpose of enriching information related to the theme of the Program.</p>
<p>ARTICLE 3. FINANCIAL TERMS</p>	
<p>3.1. Price</p>	<p>3.1.1. Cost of the Programme In accordance with the estimate and financing plan attached in Annex, the cost of the Programme has been set at [REDACTED] euros excluding VAT.</p> <p>3.1.2. ARTE's contribution ARTE's contribution, in an amount of [REDACTED] euros excluding VAT, breaks down as follows:</p> <ul style="list-style-type: none"> - in respect of its co-producer-share: [REDACTED] euros excluding VAT, in consideration of the percentage of receipts provided by Article 5; - in respect of the licensee's share regarding the rights defined in Article 2 of the Agreement: [REDACTED] euros excluding VAT. <p>ARTE shall pay the VAT according to art. 196 of the Directive 2006/112/EC for provision of services ("Reverse-Charge-Mechanism"). Furthermore, the general taxation system in France for the taxation of royalties and copyright fees paid to a person or organisation residing abroad consists of a withholding tax at the standard corporate tax rate, calculated on the amount excluding VAT owed by the French debtor. However, in the light of the treaty signed between France and the Contracting party's country of establishment, an exemption from tax or a reduced rate of tax on royalties and copyright fees can be obtained upon presentation of two forms:</p> <ul style="list-style-type: none"> - form no. 5000, issued and stamped by the competent tax authority of the country where the Contracting party is established; and - form no. 5003;

	<p>which the Contracting party must complete and send to ARTE as soon as possible. In the absence of these documents, the normal withholding tax at the standard corporate tax rate applicable at the time of payment will be applied to the amount excluding VAT owed by ARTE.</p> <p>The sum provided for by this Article includes all other expenses and taxes.</p>
<p>3.2. Payment terms</p>	<p>Subject to the terms of the payment schedule set out below, ARTE will pay each invoice within 30 days of receipt:</p> <ul style="list-style-type: none"> - upon signature of the Agreement: [REDACTED] ([REDACTED]) euros excluding VAT, subject to the delivery of copies of the author's/director's agreements, <i>Type: ARTE Investment (co-producer's share)</i> - at the start of shooting: [REDACTED] euros excluding VAT, <i>Type: ARTE Investment</i> - upon acceptance of the edit: [REDACTED] euros excluding VAT, <i>Type: [REDACTED] ARTE Investment / [REDACTED] ARTE Licence Fee</i> - upon technical and editorial acceptance of the Programme by ARTE: [REDACTED] euros excluding VAT, subject: * to the delivery of the Deliverables listed in Article 1 and * to the Programme's ISAN N° <i>Type: ARTE Licence Fee</i> <p>Payment in respect of each instalment will be made on presentation of an invoice that must be sent by email to comptabilite@arte.tv and addressed to Service Comptable de Arte G.E.I.E., 4 quai du Chanoine Winterer, 67000 Strasbourg. Every invoice must indicate the following information:</p> <ul style="list-style-type: none"> - ARTE's intra-community VAT no. FR 96 382 865 624; - The Contracting party's intra-community VAT no. CZ00027383, - The order no. BDC4500315139, - The agreement no. appearing at the head of this Agreement: CT.1.15861.001/24
<p>ARTICLE 4. CREDITS</p>	<p>The credits at the beginning and end of the Programme (including the copyright) and captions must be approved by ARTE before sound editing, and may not be altered thereafter without its agreement.</p> <p>The opening credits and captions will be produced in French and in German. The closing credits will be produced in a German version. The opening and closing credits will include the name of the co-producers in the same form, the same typeface in all the versions broadcast and used as well as on all press and promotional materials.</p> <p>The closing credits must include the following information:</p> <p style="text-align: center;">ARTE G.E.I.E.</p> <p style="text-align: center;">Chargé de Programmes [REDACTED]</p> <p style="text-align: center;">Assistante de Programmes [REDACTED]</p>

	<p style="text-align: center;">Production </p> <p style="text-align: center;">Unité Culture </p> <p style="text-align: center;">© ARTE G.E.I.E. / Contracting party, followed by the year of production</p> <p>It is expressly agreed that the Programme's closing credits must not exceed 30 seconds. In the event that the Contracting party fails to comply with this obligation, ARTE is expressly authorised to increase, in a reasonable way, the speed of the closing credits sequence and/or to reformat the Programme's credits (for example split screen). The Contracting party shall indemnify ARTE against any claim made in this respect.</p> <p>The Contracting party undertakes to ensure that the credits mention all the names and capacities of persons capable of claiming that right pursuant to the French Intellectual Property Code and the collective agreements in force, without omitting, if appropriate, the name and capacity of the authors of the subtitles and/or the dubbing authors and artists.</p>
<p>ARTICLE 5. MARKETING/RECEIPTS</p>	<p>By mutual agreement between the Parties, the marketing of the exploitation rights in respect of the Programme is entrusted exclusively to the Contracting party, subject to the rights granted in Article 2, for the legal and contractual duration of the copyright in all countries, in compliance with the terms and conditions provided by the general agreements concluded with copyright societies, and subject to observance of the distribution of net receipts stipulated below.</p> <p>For this purpose, the Contracting party will receive a fee of 30% (thirty percent) of the gross receipts defined in the General Conditions.</p> <p>Marketing may only be entrusted to a third party with ARTE's prior consent in writing.</p> <p>The share of the receipts due to ARTE in accordance with the provisional financing plan in Annex 1 will be % ( per cent) of the net receipts resulting from the use of the Programme,</p> <p>ARTE will receive an equivalent percentage of the royalties received from the collective management bodies responsible for producers' rights, in particular in respect of private copying (PROCIREP).</p>
<p>ARTICLE 6. COMMENCEMENT AND ENTIRETY OF THE AGREEMENT</p>	<p>The Contract will take effect on 01.05.2024, or at the latest upon commencement of the services provided for herein. It will last as long as the Programme can lawfully be exploited jointly by the Parties.</p> <p>The Agreement consists of these Special Conditions (Section 1), Annex <i>Financing Plan and Estimate</i> and of the General Conditions (Section 2), which both are considered to be highlighted in yellow according to Article 7. In case of conflict between them, the Special Conditions shall prevail.</p>
<p>ARTICLE 7. SPECIAL PROVISION</p>	<p>7.1. The Parties agree that information in this Agreement highlighted in yellow is confidential (e.g. as a business secret) and neither Parties shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information:</p> <ul style="list-style-type: none"> (i) that the Parties provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that the Parties provide or make public based on a legal regulation; and (iii) that the Parties provide to its specialist advisors and/or other associates

	<p>equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public in accordance with Czech law provided that information highlighted in yellow was redacted.</p> <p>7.2. The article 25 of the General Conditions is deleted.</p>
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Done at Prague, on 05-06-2024

The Contracting party

Done at Strasbourg,

For ARTE

Signé par **Chloe Roux** le
30/05/2024 16:38



Mr Jan Souček,
General Director

Mrs Chloé Roux,
Head of Program Management