

CALL FOR PROJECTS

Project: Pilot Programme for Series Co-productions

Awarding Entity: COUNCIL OF EUROPE

Budget available: € 3.500.000

Starting date: 4 March 2024

Deadline for applications: 9 April 2024

Estimated Decision date: End of June/beginning of July 2024

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HOW TO APPLY?

APPLICATIONS FOR GRANTS SHALL BE SUBMITTED VIA THE ON-LINE APPLICATION SYSTEM. APPLICATIONS IN PAPER FORM ARE NOT ACCEPTED. [APPLY ONLINE](#)

Applications must be received **before 9 April 2024 (at 5 pm CET)**

I. INTRODUCTION

The Council of Europe Support Programme for Series Co-production is a three-year pilot programme which aims to increase the geographical and thematic diversity of audiovisual storytelling by strengthening international co-production practices through financial support for independently produced high-quality series.

It is administered by the Council of Europe in collaboration with Eurimages, with funding provided through Voluntary Contributions made by [Donors](#).

Donors may come from Eurimages and/or Council of Europe member states¹. The country of establishment of the Donor is considered as a Contributing Country. The status of Contributing Country enables eligible production companies established in that country to apply.

This call for applications is governed by [Rule 1374 of 16 December 2015 on the grant award procedures of the Council of Europe](#).

II. BACKGROUND INFORMATION

On 1 April 2022 in Strasbourg, Ministers of Culture of the Council of Europe member States through a joint declaration² expressed their concern about the challenges posed to cultural diversity and pluralism by the broad use of business models based on algorithmic recommendations, with specific reference to the audiovisual sector. They took note of the dominant position of global audiovisual media services and their impact on content production ecosystems and on European intellectual property ownership.

Aware of the urgent need to further develop policy and mobilise the cultural and creative sectors in order to promote and foster cultural diversity, cultural participation and creative production notably in the digital environment, the Ministers invited the Committee of Ministers of the Council of Europe to continue supporting the Budapest Drama Series Process³, launched in 2021, and to develop – through future work by the Steering Committee for Culture, Cultural Heritage and Landscape (CDCPP) and Eurimages – a new legal instrument to codify the rules of international drama series co-productions and a public financial instrument for these co-productions.

The public financial instrument takes the form of a pilot programme and operates with funding provided through the Council of Europe Voluntary Contributions system.

III. BUDGET AVAILABLE

The indicative available budget under this 2nd call for proposals is € 3.500.000 (three million five hundred thousand Euros).

¹ The current list of donors includes Belgium, Croatia, Estonia, Greece, Hungary, Ireland, Lithuania, Luxembourg, Netherlands, North Macedonia, Portugal, Serbia, Slovak Republic, Slovenia, Spain. The final list will be published with the launch of the Call for Projects on 4 March 2024.

² Creating our future: Creativity and cultural heritage as strategic resources for a diverse and democratic Europe” Final Declaration, Council of Europe Conference of Ministers of Culture, Strasbourg, 1 April 2022 <https://go.coe.int/L3yd3>

³ Under the auspices of the Hungarian Presidency of the Council of Europe, an exploratory conference on "Preserving Independent Production, Diversity and Pluralism in Drama Series in Europe: Can International Cooperation be Part of the Solution?" was held in Budapest, on September 30th – October 1st, 2021. Acknowledging the groundwork carried out during this conference and the future steps to be taken during successive presidencies of the Committee of Ministers of the Council of Europe, the Hungarian authorities named this initiative "The Budapest Drama Series Process". Conclusion paper: <https://go.coe.int/115m0>

The Council of Europe reserves the right not to award all available funds.

IV. REQUIREMENTS

1. General objective

The programme will fund projects for series designed to be co-produced by independent producers in partnership with audiovisual media services. It targets culturally, geographically and thematically diverse series intended for European audiences and beyond.

2. Implementation period

For the purposes of the present call, the implementation period of the series project starts the day of the deadline for submission of applications and ends the day of the 1st delivery to the linear or non-linear audiovisual media service recipient.

Principal photography of the series should start no later than 6 months after the date of the deadline for submission of applications. If it has started prior to the date of the deadline for submission, no more than 80% of total shooting can have taken place before that date in the case of documentary series, and 50% in the case of fiction and animation series.

The 1st delivery to the linear or non-linear audiovisual media service recipient should intervene within one year from the date of the signature of the grant agreement.

The grant agreement between the Council of Europe and the applicant producer company must be signed within six months from the date on which the decision on the award of the grant was notified to the applicant. Failure to sign the grant agreement within this timeframe shall result in the cancellation of the grant and in the redistribution of the funds allocated.

Only costs incurred during the implementation period are eligible. As regards projects whose principal photography started prior to the date of the deadline for submission of the applications, or prior to the date of signature of the grant agreement, only those costs incurred after the date of submission of the grant application could be eligible. Development costs are not considered as eligible.

The final reporting requirements (see Section IV.5 below) shall be completed no later than 3 months after the date of first delivery to the linear or non-linear audiovisual media service recipient.

3. Budgetary requirements

Applications shall be accompanied by an estimated production budget (summary and detailed) for one season of the series (See as an example **Template Summary Budget, in Appendix III**) that must be consistent, accurate, clear, complete, and cost-effective, in the light of the activities proposed. The estimated budget (summary and detailed) attached to the application should clearly indicate which specific costs would be covered by the requested grant.

Applications must also include an estimated financing plan that clearly indicates all financing sources including contributions from third parties, financial and in-kind (including any own resources of the applicant company and co-producing companies) and the requested grant.

In accordance with Article 2.3 of Rule No. 1374, each Grantee shall also be required to contribute to the project either by way of its own resources or by contribution from third parties. Co-financing may take the form of financial or human resources and in-kind contributions.

The applicants' attention is drawn to the fact that the Council's grant shall not exceed 25% of the total production costs of the project (one season of a series).

4. Funding conditions

The applicant production company may ask for a financial support of either €250 000 or €500 000 (the applicant has the choice between the two sums) that will consist in a non-refundable grant to be disbursed into a bank account held by the applicant company. As highlighted above, it shall not exceed 25% of the total production costs of the project (one season of a series). The latter condition must be fulfilled until the end of the implementation period of the project. The applicant company will be deemed responsible to reimburse the support already disbursed in case the decrease of production costs would make the support exceed 25% of the total production costs of the project.

The funds for each grant shall be disbursed as follows:

- 75 % will be paid to the applicant company following the signature of the Grant Agreement between the Parties
- The balance will be paid to the applicant company after the first delivery to the linear or non-linear audiovisual media service recipient, and will be based on actual expenditures incurred during the implementation period, and after the presentation and acceptance by the Council of Europe of the final financing reporting certified by a chartered accountant, an auditor or a statutory auditor independent from the production companies involved in the co-production and a downloadable link to the finished work.

5. Reporting requirements

- **Interim narrative report** on the status of implementation of the project to be submitted by the applicant six months after signature of the grant agreement.
- **Final reporting** that shall include:
 - the **final financing plan** and the **final production cost report** certified by a chartered accountant, an auditor or a statutory auditor independent from the production companies involved in the co-production
 - secure link to download the supported series (one season)
 - a **final narrative report** on the implementation and distribution of the project (including, f.i., additional partners, broadcasting and licensing agreements), a description of how distribution rights articulate (territory exclusivity, release windows) and any available information on further planned distribution.

The final reporting requirements shall be completed no later than 3 months after the date of the first delivery to the linear or non-linear audiovisual media service recipient.

V. HOW TO APPLY?

1. Documents to be submitted:

Applications for support shall be submitted via the online application system.

The applications may be submitted in English or French.

The application form is to be completed online and complemented by the following mandatory information, and supporting documents to be uploaded on the application system:

- Trade registry extract of the applicant company and co-producing independent companies and translation into English
- Bible translated into English
- Script of one episode
- Producer's statement
- Production schedule
- List of cast and crew
- Co-production agreements
- Budget (in local currency and in EUR) as described in Section n. 3
- Financing plan as described in Section n. 3
- Documentation proving confirmed financing
- Summary of copyright ownership and chain of title
- Declaration of exclusion criteria (section of the application)
- Declaration of independence (section of the application)
- Sustainability production practices envisaged or adopted by the co-producers (section of the application)
- Project's engagement with artificial intelligence (section of the application)

Applications that are incomplete will not be considered.

See Appendix I with explanations on documents to be attached to the application

2. Questions

General information can be found on the application platform.

Other questions regarding this specific call for proposals must be sent at the latest on 5 April 2024, and shall be exclusively sent to the following address: applications.series@coe.int

3. Deadline for submission

The application together with the supporting documents listed above (Section V.1) must be submitted via the online platform at <https://coepilotseries.smapply.io/>

Applications must be received **before 9 April 2024 (at 5 pm CET)**. Applications received after the above-mentioned date will not be considered.

VI. EVALUATION AND SELECTION PROCEDURE

The projects presented will be assessed by an Evaluation Committee composed of at least two external experts and one staff member of the Council of Europe.

The procedure shall be based on the underlying principles of grant award procedures, which are transparency, non-retroactivity, non-cumulative awards, not-for-profit, co-financing and non-discrimination, in accordance with [Rule 1374 of 16 December 2015 on the grant award procedures of the Council of Europe](#).

1. Exclusion criteria

The independent production companies co-producing the project shall declare on their honour that they are not in any of the following situations and shall be excluded from the grant award procedure where they or, in the case of legal persons, their owner(s) or executive officer(s):

- h. have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
- b. are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- c. have received a judgement with res judicata force, finding an offence that affects their professional integrity or constitutes a serious professional misconduct;
- d. are in a situation of a conflict of interests or a potential conflict of interests in relation to the pilot programme for series co-production or any of the producers' contractors to be used for the implementation of the project;
- e. do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of the country where they are established;
- f. are an entity created to circumvent tax, social or other legal obligations (empty shell company), have ever created or are in the process of creation of such an entity;
- g. have been involved in mismanagement of the Council of Europe funds or public funds
- h. are retired Council of Europe staff members or are staff members having benefitted from an early departure scheme.

The Council of Europe reserves the right to ask the companies at a later stage to supply the following supporting documents:

- For the items set out in paragraphs a), b) and c), an extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country where the applicant is established, indicating that these requirements are met.
- For the items set out in paragraph e), a certificate issued by the competent authority of the country of establishment.

2. Eligibility criteria

Eligibility criteria shall apply to the whole implementation period of the project.

a. Applicants and co-producers

- i. the applicant must be an independent audiovisual production company established in a [Contributing Country](#) at the time of the application.
- ii. the co-producers must be independent audiovisual production companies established in either a Contributing Country or a [Eurimages member State](#) at the time of the application.
- iii. for the purposes of the present call, an audiovisual production company is considered independent when less than 25% of its share capital is held by a single audiovisual media service or less than 50% where several audiovisual media services are involved. It shall be also majority-owned by nationals of the Contributing Countries⁴ and/or Eurimages member states⁵.

b. Projects

The applicant can apply for a series project that fulfils the following criteria:

- i. The series shall be a scripted fiction, animation or documentary work or any combination of these genres, an original story or an adaptation of all genres.
- ii. The grant can be given to one season of a series only⁶.
- iii. The season of the series for which the application is made should have a maximum of either 10 episodes or 600 minutes of total duration (animation series projects do not have a maximum number of episodes and shall have a maximum duration of 700 minutes).
- iv. Single episodes of a series cannot be split into separate applications.
- v. Projects of blatantly pornographic nature or advocating violence or openly inciting to a violation of human rights are not eligible.
- vi. The series shall be a co-production between an independent production company established in a Contributing Country and at least one other independent production company established either in another Contributing Country or in a Eurimages member state.

⁴ The current list of donors includes Belgium, Croatia, Estonia, Greece, Hungary, Ireland, Lithuania, Luxembourg, Netherlands, North Macedonia, Portugal, Serbia, Slovak Republic, Slovenia, Spain. The final list will be published with the launch of the Call for Projects on 4 March 2024.

⁵ <https://www.coe.int/en/web/eurimages/members>.

⁶ In future calls for proposals returning seasons may be eligible if no previous season of the series has been previously supported

- vii. Non-independent production companies may participate in the co-production.
- viii. The series shall have creative contributions from the co-producing countries.
- ix. The co-production agreement and agreements signed with non-independent production companies shall set out the percentage share of rights, the respective financial contributions, split of costs, the split of territories, and the recoupment plan.
- x. Co-producers shall have joint ownership of all the rights, including rights to the finished work, rights to produce spinoffs, prequels, sequels, interactive media and novelisation.
- xi. The applicant shall be the initiator of the project and shall own a minimum of 10% share of the rights including rights to the finished work, rights to produce spinoffs, prequels, sequels, interactive media and novelisation. As a minimum requirement, the chain of title must confirm the status of the applicant as initiator and be coherent with the coverage of writing costs in the budget.
- xii. A minimum of 5% share of the rights including rights to the finished work, rights to produce spinoffs, prequels, sequels, interactive media and novelisation shall be owned by independent co-producers in each co-producing country.
- xiii. Independent production companies from third countries (outside the Eurimages member states) may join the co-production provided their share of rights to the finished work is inferior to that of the applicant.
- xiv. A minimum of 70% of the rights including rights to the finished work, rights to produce spinoffs, prequels, sequels, interactive media and novelisation, shall belong to companies majority-owned either directly or indirectly, by nationals of the member states from Contributing countries and/or Eurimages member states.
- xv. The project shall have, as a minimum, all the following sources of financing confirmed at the time of the application:
 - i. Fiction projects shall have, as a minimum, all the following sources of financing confirmed at the time of the application:
 - a) in the applicant's country: a broadcaster (linear audiovisual media service) and/or streaming service (non-linear audiovisual media service) established in that country; in case no broadcaster or streaming services are established in the applicant's country, a broadcaster or a streamer that specifically targets that country;
 - b) in each co-producing country: either public funding (including production incentives), a broadcaster (linear audiovisual media service), a streaming service (non-linear audiovisual media service), equity or a distributor established in that country. Confirmed producer's own investment, in-kind or deferrals are not considered as financing sources fulfilling the minimum requirement under this paragraph;
 - c) a licensing agreement in at least one other Eurimages member state (for instance, pre-sale, distribution or international sales agency agreement).
 - ii. Animation and documentary projects shall have, as a minimum, all the following sources of financing confirmed at the time of application:
 - a) a broadcaster (linear audiovisual media service) or a streamer (non-linear audiovisual media service) established in a Eurimages member state attached to the applicant;
 - b) in each co-producing country (excluding applicant's country): either public funding (including production incentives), a broadcaster (linear audiovisual media service), a streaming service (non-linear audiovisual media service), equity or a distributor established in that country.

Confirmed producer's own investment, in-kind or deferrals are not considered as financing sources fulfilling the minimum requirement under this paragraph;

c) a licensing agreement in at least one other Eurimages member state (for instance, pre-sale, distribution or international sales agency agreement).

xvi. The project shall have at least 60% of total financing confirmed at the time of the deadline for submission of the application.

xvii. In-kind contributions and deferrals cannot constitute more than 15% of the total confirmed financing.

Ineligible projects can re-apply once. Not supported projects cannot re-apply.

Projects withdrawn by the applicant after the submission can re-apply once.

Multiple applications from the same applicant are not allowed and shall lead to the exclusion of all applications concerned. Therefore, the same company cannot apply with different series. However, a company may be involved in multiple submitted projects (e.g. as applicant on one project and as co-producer on one or multiple projects)

3. Award criteria

Projects will be assessed on the basis of the following criteria:

- Quality and originality of the artistic materials –30 points
- Level of creative and technical contribution of co-producing countries - 20 points
- Distribution potential – 15 points
- Consistency and level of confirmed financing - 15 points
- Diversity and gender balance – 10 points
- Measures put in place to reduce the environmental impact of the co-production – 10 points

See Appendix II

VII. NOTIFICATION OF THE DECISION AND SIGNATURE OF GRANT AGREEMENTS

On completion of the selection process, all applicants will be notified in writing of the final decision concerning their respective applications as well as on the next steps to be undertaken.

The selected Grantees will be invited to sign a Grant Agreement (See **Appendix IV**, for information only), formalising their legal commitments. **Potential applicants are strongly advised to read the draft grant agreement, in particular its requirements in terms of payment and reporting and the obligation under Article 10** (The shared rights to the finished work and the rights to produce spinoffs, prequels, sequels, interactive media and novelisation shall not be transferred by the co-producing companies to third parties for a period of at least 12 months after the first broadcast of the project).

VIII. INDICATIVE TIMETABLE

Phases	Indicative timing
Publication of the call	4 March 2024
Deadline for submitting applications	9 April 2024
Information to applicants on the results of the award procedure	End of June/beginning of July 2024
Signature of the grant agreements	Six months after the communication of the support decision at the latest

APPENDIX I

MANDATORY DOCUMENTS TO BE ATTACHED TO THE APPLICATION - EXPLANATIONS

- Trade registry extract of the applicant company and of co-producing independent companies (original and English translation): applicant and co-producers are asked to demonstrate that they fulfil the criteria of independence as required in the call. The secretariat might ask for further evidence
- Bible translated into English
- One episode script translated into English; if the project is a returning season, access to the previous seasons shall be provided
- Applicant Producer's statement in English: the statement shall provide an exhaustive description of the origin and development of the project, the involvement of the co-producers in the creative and financing process, the distribution strategy, the production's strategy as to diversity, gender balance, measures put in place to reduce the environmental impact of the production and project's engagement with artificial intelligence
- Production schedule in English or French
- List of cast and crew, including biographies of creators, directors, writers, main cast and heads of departments, profiles of broadcasters and streamers, distributors and sales agent in English
- Co-production agreements in English or French and their translation into English if the original is neither English nor French: they should indicate the share of copyright between the co-producers, the level of contribution to the financing of each co-producer, the split of territories, the split of costs and the recoupment plan
- Budget in English (in local currency⁷ and in EUR): summary and detailed production budget indicating the costs covered by each co-producer and the specific costs eligible for the support (to be incurred during the implementation period and, in any case, after the submission deadline)
- Financing plan in English (in local currency⁸ and in EUR): breakdown of the financing per country of co-production, including the requested grant that should appear under the financing of the applicant company and not exceed 25% of the overall financing
- Documentation of confirmed financing (please check the document "[How to confirm the sources of financing](#)"):
 - Contracts, deal memos, LoC from financiers clearly indicating the duration of the offer. Letters of intent/commitment should specify the duration of the commitment and should be valid for at least 6 months after the date of the deadline for submission. It is recommended that LoC from audiovisual media services include the duration of the exploitation rights.
 - Own investment should be confirmed by a recent bank statement

⁷ The exchange rate to be used is that fixed by the Council of Europe and published on the Pilot Programme website

⁸ The exchange rate to be used is that fixed by the Council of Europe and published on the Pilot Programme website

- In-kind investment should be confirmed by a priced service offer and evidence of ownership of material used in the production

If the documents are neither in English nor in French, a translation into English shall be provided

- Summary of rights ownership in English or French: declaration by a lawyer independent from the co-producing companies summarising the chain of title and the status of the ownership, including rights to the finished work, rights to produce spinoffs, prequels, sequels, interactive media and novelisation and exploitation rights at the time of the application
- Declaration on exclusion criteria from all independent co-producers (to be completed in the application form)
- Declaration of independence from all independent co-producers (to be completed in the application form)
- Sustainability production practices envisaged or adopted by the co-producers (to be completed in the application form)
- Project's engagement with artificial intelligence (to be completed in the application form)

NON MANDATORY DOCUMENTS & MATERIALS

- The Bible in the original language
- The script of an episode in the original language
- Any other creative elements useful for the evaluation of the project (in English or with English subtitles)
- Link to the pilot
- Links to previous works of the creator(s) and, if possible, to those of the producers and directors.

APPENDIX II

AWARD CRITERIA - GUIDELINES

Projects will be assessed based on the following criteria:

- a) Quality and originality of the artistic materials (bible, script and any other artistic material provided) – 30 points:
 - Quality and originality of the concept
 - For second and further seasons of series: quality and originality of the new developments

- b) Level of creative contribution of co-producing countries - 20 points
 - The allocation of points to the co-producing countries is based on the permanent residency of each post or the place of the activity. For each post/location several professionals/places can be added. In cases where several professionals/places are added, the points of each post/location should not be split. The higher level of creative contribution would be a perfectly balanced contribution (for instance in a bilateral co-production 50% from each country). On the contrary, projects with a high number of points outside the co-producing countries would get a lower score. There is no minimum threshold.

Fiction – One season	Points	Applicant country 1	Co-producer country 2	Co-producing country 3 or more	Non-coproducing countries
Series creator	5				
Scriptwriter	4				
Director	3				
First role	3				
Second role	2				
Third role	1				
Composer	2				
Production Designer	2				
Director of Photography	2				
Editor	2				
Sound	2				
Shooting Location	1				
VFX and CGI	1				
Post-production Locations	1				
		Total	Total	Total	Total

Animation – One season	Points	Applicant country 1	Co-producer country 2	Co-producing country 3 or more	Non-coproducing countries
Series Creator	5				
Graphic bible	3				
Script	3				
Directing	3				
Music composition	2				
Storyboard	4				
Character modelling/backgrounds	2				
Execution sets	2				
Original voice actor in the leading role	2				
Original voice actors in supporting roles	2				
Layout (2D) or layout and camera blocks (3D)	3				
Colorisation / rendering/ lighting	2				
Compositing /VFX	2				
Image post-production (location)	2				
Sound post-production (location)	2				
		Total	Total	Total	Total

Documentary – One season	Points	Applicant country 1	Co-producer country 2	Co-producing country 3 or more	Non-coproducing countries
Series Creator	5				
Scriptwriter	3				
Director	2				
Researcher	2				
Composer	2				
Director of Photography	3				
Editor	3				
Sound	2				
Shooting Location	1				
VFX and CGI	1				
Post-production Location	2				
		Total	Total	Total	Total

	Applicant company country 1	Co-producer country 2	Co-producing country 3 or more	Non-coproducing countries	Total
Points					
% of total points of the series					

c) Distribution potential (based on the distribution strategy and the relevant partners in place) – 15 points

- Number of territories where the project has secured distribution, taking also into consideration the specificities of the project (language, type of content, genre: fiction, animation, documentary)
- Potential for additional distribution outside the co-producing countries

d) Consistency and level of confirmed financing - 15 points

- Solidity of the financing structure and of the sources secured
- Level of confirmed financing
- Adequacy of the budget towards the type of content

e) Diversity and gender balance - 10 points

- Adequacy of the strategies presented to ensure diversity and gender balance, both behind (team) and in front of the camera (representativeness and content)

f) Measures put in place to reduce the environmental impact of the co-production– 10 points

- Adequacy of the strategy presented to reduce the environmental impact of the co-production

APPENDIX III

ESTIMATED BUDGET – SUMMARY

	National Currency	Euros	Eligible costs⁹
RIGHTS & DEVELOPMENT			
SCRIPTS & DELIVERABLES			
WRITER			
PRODUCER			
DIRECTOR			
CAST			
STUNT			
ATL TRAVEL			
TOTAL ABOVE THE LINE PRODUCTION			
EXTRAS			
PRODUCTION STAFF			
ART DEPARTMENT			
SET CONSTRUCTION			
SET STRIKE			
GRIP OPERATIONS			
SPECIAL EFFECTS			
SET DRESSING			
PROPERTY			
PICTURE VEHICLES			
LIGHTING			
CAMERA / VIDEO			
PRODUCTION SOUND			
WARDROBE			
MAKEUP & HAIR			
TRANSPORTATION			
LOCATIONS			
STAGES / STUDIO EXPENSES			
GENERAL OFFICE EXPENSES			
ANIMATION			
PRODUCTION FILM & LAB			
SECURITY			
PRODUCTION TECHNOLOGY			
TESTS			

⁹ Indicate only specific costs adding up to the grant requested

2ND UNIT			
AERIAL UNIT			
BTL TRAVEL			
TOTAL BELOW THE LINE PRODUCTION			
POST PRODUCTION			
POST PRODUCTION SOUND			
POST FILM & LAB			
TITLES			
TRADEOUT			
CINEMA DELIVERABLES			
VISUAL EFFECTS			
VIRTUAL PRODUCTION			
MUSIC RIGHTS/CLEARANCE			
TOTAL POST PRODUCTION			
SCREENINGS			
PUBLICITY			
INSURANCE			
GENERAL EXPENSES			
EMPLOYEE HEALTH, SAFETY & WELLBEING			
ENVIRONMENT & SUSTAINABILITY			
MISCELLANEOUS			
GENERAL / OTHER / PUBLICITY / COVID TOTAL			
Total Above-The-Line			
Total Below-The-Line			
Total Above and Below-The-Line			
Grand Total			

APPENDIX IV

GRANT AGREEMENT

GRANT AGREEMENT

BETWEEN THE COUNCIL OF EUROPE AND <THE GRANTEES>

The Council of Europe, which has its Headquarters at Avenue de l'Europe, F-67075 Strasbourg, France, represented by Susan Newman-Baudais, Executive Director of Eurimages, acting on behalf of the Secretary General (hereinafter referred to as "the Council of Europe");

on the one hand, and

<Name and address of the applicant producing company>, represented by <Name of the representative and his/her function within the administration of the producing company> (hereinafter referred to as "the Lead Grantee");

<Name and address of the co-producing company>, represented by <Name of the representative and his/per function within the co-producing company> (hereinafter referred to as "the Grantee");

on the other hand,

have agreed as follows:

ARTICLE 1 - SUBJECT

1. The subject of this Agreement is the funding, for € <sum in figures >, by the Council of Europe as payment for the expenses to be met for implementation of <title of the series > (hereinafter referred to as "the Project") as described in APPENDIX I to the present Agreement. The total estimated budget as indicated in APPENDIX III to the present Agreement is set at € <sum in figures>.
2. The Grantees will be awarded the funding on the terms and conditions set out in this Agreement and its Appendices, which form an integral part of the present Agreement.
3. This Agreement shall enter into force on the date when the representative of the Council of Europe signs it as the last signatory.
4. The implementation period of the Project began on <day of the deadline for submission of proposals > and ends the day of the first delivery to the audiovisual media service (at the latest one year after the signature of this Grant Agreement).
5. The Grantees shall contribute to the Project either by way of their own resources or by contribution from third parties. Co-financing may take the form of financial, human resources or in-kind contributions. The form of this contribution is to be detailed in the financing plan as indicated in APPENDIX II to the present Agreement.

The funding awarded by the Council of Europe shall not exceed 25% of the total production costs of the Project (one season of a series).

ARTICLE 2 – DIVISION OF THE GRANTEES ROLES AND REPOSIBILITIES

1. The Grantees have full responsibility for implementing the Project and complying with the Agreement.
2. The Grantees are jointly and severally liable for the implementation of the Project. If a Grantee fails to implement its part of the Project, the other Grantee(s) become(s) responsible for implementing this part (without being entitled to any additional funding to do so), unless the Council expressly relieves them of this obligation.
3. The internal roles and responsibilities of the Grantees are divided as follows:
 - 3.1 The applicant producing company shall be “the Lead Grantee” and the recipient of the grant.
 - 3.2. Each Grantee shall:
 - a) undertake to implement the Project, as described in APPENDICES I, II and III, in accordance with the terms and conditions of the current Agreement;
 - b) be responsible for complying with any legal obligations incumbent on it;
 - c) inform the Lead Grantee immediately of any change likely to affect or delay the implementation of the Project, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the grant or compliance with the requirements of the grant;
 - d) use this funding exclusively for the subject as stated in Article 1;
 - e) make no profit through the Council of Europe funding;
 - f) respond adequately and promptly to any reasonable request for information made by the Council of Europe or the Lead Grantee concerning the implementation of the Project or the verification of costs;
 - g) submit to the Lead Grantee in good time:
 - any other documents or information required by the Council under the Grant Agreement, unless the Grant Agreement requires the Grantees to submit this information directly;
 - any information requested by the Lead Grantee in order to verify proper implementation of the Project and compliance with the other obligations under the grant;
 - individual financial statement(s) for itself and, if required, certificates on the financial statement(s);
 - all data required to draw up the final reports (see Article 2.4 letter i)).
 - h) provide — during implementation of the Project or afterwards — any information requested to verify eligibility of the costs, proper implementation of the Project and compliance with the other obligations under the Agreement.
 - i) give the other Grantees access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and to comply with the obligations under the Grant Agreement;
 - j) keep the accounts of the Project, for a minimum period of 10 (ten) years from the date of transmission of the final financial report under Article 2.4 letter i)), for any further verification of the

proper use of the grant that the Council of Europe, its External Auditors or their appointed representative may effect;

k) when acting under this Agreement, observe any applicable laws and to ensure that the Council of Europe is not held liable in respect of third party (including State authorities') claims in this connection.

l) take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Project. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Grantees must be reported to the Council of Europe without delay.

4. The Lead Grantee shall:

a) monitor that the Project is implemented timely and properly, in accordance with the terms of the Grant Agreement;

b) act as the intermediary for all communications between the Grantees and the Council (in particular, providing the Council with the information described in Article 2.4 h) immediately), unless the Grant Agreement specifies otherwise;

c) inform the Council of Europe immediately of any change likely to affect or delay the implementation of the Project of which it is aware;

d) request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council of Europe;

e) submit the chain of title contracts to the Council of Europe;

f) transmit to the Council of Europe an interim report on the use made of the grant six months after the signature of this Agreement;

g) transmit to the Council of Europe a set of five to ten still photos, a poster or promotional visual, a trailer and the press kit when available, at the latest three months after the first delivery to the linear or non-linear audiovisual media service together with the elements required under 2.4 letter i);

h) transmit to the Council of Europe the evidence of the first delivery to the linear or non-linear media service;

i) transmit to the Council of Europe within three months after the first delivery to the linear or non-linear audiovisual media service:

- a final financial reporting that requires the final financing plan and the final production cost report certified by a chartered accountant, an auditor or a statutory auditor independent from the Grantees

- a downloadable link to the completed work

- a final narrative report on the implementation and distribution of the project (including, f.i., additional partners, broadcasting and licensing agreements), a description of how distribution rights articulate (territory exclusivity, release windows) and any available information on further planned distribution

- where applicable, upon request by the Council of Europe, the procurement documents referred to in Article 11.

The Lead Grantee may not subcontract the above-mentioned tasks.

5. Payments shall be made by the Council to the Lead Grantee. Payments to the Lead Grantee shall discharge the Council from its payment obligation.

6. If any of the Grantees breach any of its obligations under this Article, the funding may be reduced or canceled in accordance with Article 14 and the Agreement terminated according to Article 17 of this Agreement. In case of breach of the Grant Agreement, where applicable, the Council will claim back the funding already paid. The Lead Grantee is fully liable for repaying the debts under this Agreement.

7. The Grantees must have entered into a co-production agreement which shall cover at least:

- Internal organization of the co-production
- Clear indication of the participation of each Grantee in the financing of the project
- Definition of the total budget, spending requirements and the event of overbudget
- Sharing of the rights including rights to the finished work (one season), rights to produce spinoffs, prequels, sequels, interactive media and novelisation.
- Sharing of the revenues between the Grantees
- Settlement of internal disputes
- Applicable law

The co-production agreement must not contain any provision contrary to the Grant Agreement.

ARTICLE 3 - PAYMENT MODALITIES

1. The Council of Europe shall pay the Lead Grantee the amount mentioned in Article 1.1 in two instalments, as follows:

- 75% within 30 days of receipt of this Agreement duly signed;
- the balance within 30 days of receipt and approval of the documents specified in Article 2.4 letter i).

Payment of the balance will be subject to the provisions of Article 14 of this Agreement.

2. Payments will be made in EUROS to the Lead Grantee.

3. The above-mentioned amounts will be paid only by bank transfer to the following account opened in the name of Lead Grantee:

<Account holder>

<Full bank account number <IBAN Code> <SWIFT Code><Bank name><Bank address>

ARTICLE 4 –COMMUNICATIONS BETWEEN THE PARTIES

1. The Contact point within the Council of Europe is:

<Person / Function / Department> <Address> <Telephone> <Email>

The Contact point within the Lead Grantee is:

<Person / Function / Department><Address><Telephone> <Email>

2. Any communication is deemed to have been made when it is received by the receiving party, unless the Agreement refers to the date when the communication was sent.

3. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraph 1 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraph 1 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

4. Mail sent to the Council of Europe using the postal services is considered to have been received by the Council of Europe on the date on which it is registered by the department identified in paragraph 1 above.

5. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 5 – LIABILITY FOR DAMAGES

The Council of Europe shall not be held liable for any damage caused or sustained by the Grantees, their employees, contractors or sub-contractors, including any damage caused to third parties as a consequence of or during the implementation of the Project.

ARTICLE 6 – CHANGES IN GRANTEES' CIRCUMSTANCES

1. The Grantees shall inform the Council of Europe without delay of any changes in the persons who may legally represent it, or in its name, address or legal domicile.

2. By signing this Agreement, the Grantees declare on their honour certifying that it or their owner(s) or executive officer(s) is not in any of the listed below situations and shall inform also inform the Council of Europe without delay in cases where:

a) it is or becomes the subject of a request for the opening of insolvency proceedings, or himself makes such a request, or goes into liquidation, ceases trading, or is or comes in a situation of bankruptcy, liquidation, termination of activity, or arrangement with creditors, or any like situation arising from a procedure of the same kind, or of any similar proceedings under the laws of the country in which he is domiciled;

b) it is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;

c) it has received a final judgment, finding an offence that affects his professional integrity or serious professional misconduct;

d) it does not comply with its obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of its country of legal domicile.

3. In the event of failure to comply with the above provisions, costs incurred after the change of circumstances shall not be eligible.

4. The Grantees shall also inform the Council of Europe without delay in cases where it is or becomes involved in a merger, takeover or change of ownership or partnership or there is a change in its legal status. In the event of failure to comply with this obligation, costs incurred after the change of circumstances may not be eligible.

ARTICLE 7 – CONFLICT OF INTERESTS

1. The Grantee or the Grantees undertake to take all necessary precautions to avoid any risk of a conflict of interests and shall inform the Council of Europe without delay of any situation constituting or likely to lead to any such conflict.

2. A conflict of interests exists where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family or private life, political or national affinity, economic interest or any other interest shared with another party.

ARTICLE 8 - CONFIDENTIALITY

The Council of Europe and the Grantees undertake to preserve the confidentiality of any document, information or other material directly related to this Agreement and duly classified as confidential, for a minimum of ten years after the date of transmission of the final financial report under Article 2.4 letter i) of this Agreement.

ARTICLE 9 – PUBLICITY AND CREDITS

1. Unless the Council of Europe requests or agrees otherwise, the Grantees shall take all necessary measures to publicise the fact that the Project has received funding from the Council of Europe. Information given to the press and all related publicity material shall acknowledge that the Project was carried out "with funding from the Council of Europe Pilot Programme for Series Co-productions" and shall display in an appropriate way the Council of Europe logo.

2. The acknowledgement and Council of Europe logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Project as an activity of the Grantees and the ownership of the equipment and items by the Grantee or the Grantees.

3. The Grantees shall make sure that reference is made to the Council of Europe support in the front and end credits of the Project. In the front credits the reference to the Council of Europe support shall be visible as high as possible according to the size of its financial contribution.

4. Front and end credits are subject to prior approval of the Contact point within the Council of Europe within a reasonable time before the final credits are prepared.

5. The Grantees accept that the Council of Europe may publish in any form and medium, including on its websites, the name and address of the Grantees, the purpose and amount of the funding and, if relevant, the percentage of co-financing, the title of the Project free of charge for publicity purposes, including social media and within the limits of its activities.

6. The Grantees undertake to co-operate with the Council of Europe within the framework of any initiative organised with the purpose of promoting the Project and including promotion on social media. The Grantees shall permit the Council of Europe to use, at no cost, the visual materials specified in section 4.2, letter g), required for promotional initiatives.

ARTICLE 10 - OWNERSHIP OF THE WORK REALISED

1. The rights shared by the Grantees, including rights to the finished work (one season), rights to produce spinoffs, prequels, sequels, interactive media and novelization shall not be transferred to third parties for a period of at least 12 months after the first broadcast of the series.

2. The beneficiaries grant the Council of Europe the right to use free of charge any material necessary for the initiatives mentioned under Article 9.6, in compliance with intellectual property rights.

ARTICLE 11 - PROCUREMENT

1. Unless otherwise agreed by the Parties (the Council of Europe and the Grantees) in writing, the procurement of any goods, works or services in the context of the Project shall be carried out in accordance with the applicable rules and procedures adopted by the Grantees.

2. This shall apply on the understanding that the applicable rules and procedures involve in principle competitive tendering and conform to nationally or internationally accepted standards, in compliance with the principles of transparency, proportionality, objectivity, sound financial management, equal treatment and non-discrimination, care being taken to avoid any conflicts of interests. The Grantees must be in a position to submit the documents showing that it has complied with the obligations set forth in this article when requested to do so by the Council of Europe or their designated auditors.

3. The Grantees shall discharge the Council of Europe of all liability associated with any claim or action brought by a third party with whom the grantee enters into contracts for the purposes of implementation of the grant.

ARTICLE 12 - ELIGIBLE COSTS

1. To be considered eligible as direct costs under this Agreement, costs must:

a) be necessary for the purpose of the grant;

b) comply with the principles of sound financial management, in particular best value for money and cost-effectiveness;

c) have actually been incurred by the Grantees during the implementation period as defined in Article 1.4 of this Agreement;

d) be identifiable and verifiable, in particular being recorded in the grantee's accounts and determined according to the accounting standards applicable to the Grantees;

e) comply with the requirements of applicable tax and social security legislation;

f) be backed up by originals or certified copies of supporting documents (as the case may be in electronic form); and

- g) have been indicated in the estimated overall budget of the Project (see APPENDIX III).
2. Indirect costs may be considered eligible only where they are incurred by the Grantees in connection with the Project which is the subject of the grant award; appear in the estimated budget; and are approved upon presentation of the final financial report. These costs shall not exceed the amount laid down, as the case may be, in APPENDIX III
3. It should be noted that, except when this is materially impossible, all payments to third parties must be made by transfers to their bank account.
4. The following expenses shall not in any manner be considered as eligible costs (the list is not exhaustive):
- a) Debts and debts service charges;
 - b) Provisions for losses or potential future liabilities;
 - c) Loans to third parties;
 - d) Interest owed by the Grantees to any third party;
 - e) Items already financed through other sources;
 - f) Customs and import duties;
 - g) Purchase of facilities or refurbishment of facilities unless directly related to the Project;
 - h) Fines, Financial penalties and expenses of litigation;
 - i) Bank charges, costs of guarantees and similar charges;
 - j) Conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
 - k) Costs incurred outside the implementation period as defined in Article 1.4 of this Agreement;
 - l) Development costs of the project;
 - m) Costs financed under another framework;
 - n) VAT recoverable under the applicable national VAT legislation.

ARTICLE 13 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

1. The Grantees shall keep accurate and systematic records and accounts in respect of the implementation of the Project. A separate management account shall be kept for the Project and shall detail all receipts and payments.
2. The accounting regulations and rules of the Grantees shall apply, on the understanding that these regulations and rules conform to nationally or internationally accepted standards. In all other cases, the Grantees shall use a dedicated double-entry book-keeping system as part of, or as an adjunct to, the Grantee or the Grantees' own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Council of Europe.

3. The Grantees shall have in place a system of financial control involving segregation of duties, evidence of authorisation of transactions, use and retention of purchase orders, goods-received notes, quotes and contracts.

4. Financial transactions and financial statements shall be subject to the internal and external monitoring procedures laid down in the Financial Regulations, rules and guidelines of the Grantees. A copy of the audited financial statements shall be submitted to the Council of Europe by the Grantee or by the Lead Grantee in the case of a consortium, where relevant.

5. The Grantees shall, for a minimum of 10 (ten) years from the date of transmission of the narrative report and final financial report under Article 2.4 letter i) of this Agreement:

a) keep financial accounting documents concerning the activities financed; and

b) make available to the Council of Europe, at its request, all relevant financial information, including statements of accounts concerning the Project, whether they are kept by the Grantees or by its implementing partners or contractors.

6. The Council of Europe and its External Auditors may undertake checks (including on the spot) related to the Project financed by this Agreement.

ARTICLE 14 – FINAL AMOUNT OF THE COUNCIL OF EUROPE FUNDING

1. The total amount to be paid by the Council of Europe to the Lead Grantee corresponds to the funding established under Article 1.1 of this Agreement and shall apply only for expenditure qualifying as eligible costs, as indicated in the estimated total budget set out in APPENDIX III.

2. In case of decrease of the final production costs of the Project, the balance of the grant may be reduced proportionately to the decrease. If the amount of the funding established under Article 1.1 of this Agreement exceeds 25% of the final production cost, the Council of Europe shall cancel the funding in full and shall be entitled to restitution from the Lead Grantee of the funding already disbursed.

3. After receipt of the final reports (see Article 2.4 letter i)) and final assessment of the eligibility of costs, the Lead Grantee will be notified of the amount due. If the balance is positive, it will be paid to the Lead Grantee. If the balance is negative, it will be recovered from the Lead Grantee.

4. Where the Project is not carried out at all or only partially within one year from the signature of this Agreement, and without prejudice to its right to terminate this Agreement pursuant to Article 17, the Council of Europe shall cancel the funding in full and shall be entitled to restitution from the Lead Grantee of the funding already disbursed.

5. The Lead Grantee is fully liable for repaying debts under the Agreement.

6. Any dispute shall be submitted to arbitration pursuant to Article 21 and any costs related to recovery will be borne by the Lead Grantee.

ARTICLE 15 – SUSPENSION

The Council of Europe may suspend this Agreement if exceptional circumstances so require. The Council will notify the Lead Grantee in the case of a consortium of its intention to suspend and invite the Grantee to submit its observations within 10 (ten) working days.

ARTICLE 16 – AMENDMENTS

1. Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended only by written agreement between the Parties.
2. By derogation from Article 16.1, when an amendment to the provisional budget does not affect the basic purpose of the Project, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation of 25% or less of the amount originally entered (or as amended by a written rider) in relation to each concerned heading, the Lead Grantee may unilaterally amend the provisional budget and shall inform the Council accordingly in writing, at the latest in the next reporting phase.

ARTICLE 17 – TERMINATION

1. The Council of Europe reserves the right to terminate this Agreement and Lead Grantee undertakes to repay promptly following termination the funding paid in the following cases:
 - a) if the Grantees fail to use the funding partially or totally for the purpose of the Project; or
 - b) if the Grantees fail to explain in detail how the funding was used for the Project; or
 - c) if the Grantees fail to submit the required documents by the due date; or
 - d) if the Grantees fail to fulfil any of the terms of this Agreement;
 - e) in cases covered by Article 6.2.
2. The Council of Europe will notify the Lead Grantee of its intention to terminate and invite the Lead Grantee to submit its observations within 10 (ten) working days of receipt of such notification.

ARTICLE 18 – CASE OF FORCE MAJEURE

1. In the event of force majeure, the Parties shall be relieved of their obligations under this Agreement without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council to cancel the funding.
2. In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 (five) days.

ARTICLE 19 – DISCLOSURE OF THE TERMS OF THE AGREEMENT

1. The Grantees are informed and give an authorisation of disclosure of all relevant terms of the Agreement, including identity and application, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions.
2. The Grantees authorise the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the Agreement, the nature and purpose of the Agreement,

name and locality of the Grantees and amount of the Agreement for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors.

ARTICLE 20 – INTERPRETATION AND APPLICABLE LAW

1. The provisions of this agreement shall take precedence over its Appendices.
2. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the Council of Europe by its statutory documents or by international law.
3. The Agreement is governed by the applicable Rules and Regulations of the Council of Europe.

ARTICLE 21 – DISPUTES

1. Any dispute regarding this Agreement shall - failing a friendly settlement between the Parties - be submitted to arbitration in accordance with Rule No. 481 of 27 February 1976 issued by the Secretary General as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.
2. The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.
3. Alternatively, the Parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.
4. The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.
5. If the Parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide ex aequo et bono having regard to the general principles of law and to commercial usage.
6. The arbitral decision shall be binding upon the Parties and there shall be no appeal from it.

* * *

For the Council of Europe

For the Lead Grantee

For the Grantee