

**FILM MARKETING AND AUDIENCE DEVELOPMENT  
SUPPORT AGREEMENT**

**Title of the film: xxx**  
**XXXXXX-X2024/X**  
(hereinafter "The Eligible Film")

between

**Eurimages**, the European Support Fund for the Co-production and Distribution of Creative Cinematographic and Audiovisual Works of the Council of Europe in Strasbourg, France, represented by Enrico Vannucci, Deputy Executive Director,

hereinafter referred to as "Eurimages", of the first part,

and

COMPANY, represented by XXX, ADDRESS,

hereinafter referred to as the "Applicant Company ", of the second part;

**HAVE AGREED AS FOLLOWS**

**PREAMBLE**

Whereas the purpose of Eurimages is to encourage the co-production, distribution, broadcasting, streaming and exhibition of creative cinematographic works;

Whereas the Eurimages Board of Management decided on 28 June 2024 to launch a support programme under the name "Film Marketing and Audience Development Support Programme" to promote innovative marketing solutions aimed at developing audiences for films supported by Eurimages under the Co-production Support Programme.

**Article 1– Scope**

1.1 Eurimages has decided to award a non-reimbursable grant (hereinafter the "Grant") for the Implementation of the Project on the terms and conditions set out in this Agreement and its Annexes, which the Applicant Company hereby declares it has taken note of and accepts unreservedly.

1.2 The amount of the financial support granted to the Applicant Company shall be limited to €50,000 (fifty thousand euros) within the limits set in Article 4.3.

1.3 The Project consists of a set of marketing and promotion activities for the Eligible Film whose key elements are described in Annex I. A description of the Project is attached hereto as Annex II.

1.4 The Parties agree that the Grant does not constitute a claim on Eurimages and consequently the rights and obligations arising from this Agreement may not be assigned, either in part or in full, to a third party without prior written approval of Eurimages.

1.5 The Applicant Company acknowledges that Eurimages, as a condition to its consent for an assignment, may require the assignee(s) and the Applicant Company to sign a covenant to be jointly and severally liable to observe and perform the terms and conditions of this Agreement and its Annexes.

1.6 The decision to award the Grant is based on the information provided by the Applicant Company in the context of the call for applications published by Eurimages. The Grant shall be cancelled, and the sums already paid shall be reimbursed if it is found that the Applicant Company has knowingly omitted or falsified information or made incorrect statements in documents or declarations which have misled Eurimages in the appraisal of the Project or any subsequent information required under this Agreement and its Annexes.

1.7 Cancellation of the Eurimages Co-production Support awarded to the Eligible Film will automatically entail cancellation of support awarded under the Film Marketing and Audience Development Support Programme.

## **Article 2 – Duration**

2.1 The Agreement shall enter into force on the date of the last signature and shall end when the Parties have fully executed their obligations. Notwithstanding the foregoing, the obligations of the Applicant Company set out in Article 7 shall remain in force during the entire exploitation period of the Eligible Film.

2.2 The implementation period of the Project is defined in the Programme Regulations as set out in Annex V. For the Eligible Film concerned by this agreement, **the implementation period starts on [date co-production support notification]. It ends three months after the first market presentation or festival screening of the Eligible Film.**

2.3 Eurimages may, unilaterally and at its own discretion, terminate this agreement three years after its entry into force. The consequences concerning the termination of the agreement are regulated by Article 10.

## **Article 3 - Obligations of the Applicant Company**

3.1 The Applicant Company accepts the Grant and undertakes to implement the Project under its own responsibility and in compliance with this Agreement and its Annexes.

3.2 The Applicant Company undertakes to use the Grant solely and exclusively for the purposes set out in this Agreement and its Annexes.

3.3 The Applicant Company agrees to allow Eurimages at any time to carry out any audit of the accounts regarding the correct use of the Grant and, in general terms, compliance with the provisions of this Agreement and its Annexes.

3.4 The Applicant Company undertakes to provide all detailed information requested by Eurimages for the purpose of the proper administration of the present Agreement. In particular, the Applicant Company will inform Eurimages of the date of the first market presentation or festival screening of the Eligible Film as soon as it is known.

3.5 The Applicant Company undertakes to provide free-of-charge the elements financed with the support of Eurimages to the sales agent, distributors and communication agencies involved in the Eligible Film (in particular media assets, market studies, output of audience development workshops, etc.).

#### **Article 4 – Eligible costs**

4.1 The total cost for the implementation of Project is estimated at **€xx.000 (xx thousand euros)**, as shown in the estimated budget in Annex III.

4.2 Eligible costs are defined in §4 of the programme regulations as set in Annex V and in Annex VI and shall be verified and approved by the Eurimages Secretariat.

4.3 If the total actual eligible costs are lower than the Grant, Eurimages' contribution shall be limited to the amount of the actual eligible costs approved by Eurimages. The Grant may in no circumstances be higher than the total eligible costs.

#### **Article 5 – Financial support**

5.1 Eurimages will participate in the financing of the Project by means of a Grant amounting to a **€xx (xx thousand euros)**<sup>1</sup>.

5.2 The Grant shall be used exclusively for the purposes of covering the eligible expenses for the Project.

5.3 The Grant shall be limited to the amount necessary to balance the receipts and expenditure for the implementation of the Project and it should not under any circumstances result in a profit for the Applicant Company.

5.4 The Applicant Company agrees to promptly refund any overpayment to Eurimages upon request. If the Applicant Company fails to repay the excess amount by the deadline specified by

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<sup>1</sup> The amount of the support cannot be higher than €50,000 (fifty thousand euros).

Eurimages, Eurimages may recover the outstanding sums owed by offsetting them against any amounts Eurimages owes to the Applicant Company in the framework of the Film Marketing and Audience Development Support Programme, after providing written notice of its intention to do so. The Applicant Company's prior consent is not required for Eurimages to exercise this right of offset.

**Article 6 - Payment arrangements**

- 6.1 The Grant shall be paid to the Applicant Company in two instalments.
- 6.2 The first instalment representing 60% of the total shall be paid by Eurimages on signature of this Agreement.
- 6.3 The balance is payable on the receipt and approval by Eurimages of a final narrative report and a final financial report as defined in §6.3 of the Programme Regulations set out in Annex V.
- 6.4 The final reporting requirements shall be fulfilled no later than 3 months after the end of the implementation period (i.e., 6 months after the date of the first market presentation or festival screening of the Eligible Film). Failing this, Eurimages reserves the right to cancel all or part of the Grant.
- 6.5 The Applicant Company undertakes to keep analytical accounts separate from the production costs of the Eligible Film in order to monitor the expenditure related to the Film Marketing and Audience Development support.

- 6.6 Payments will be made to the following bank account:

Bank Account Holder	Bank
COMPANY ADDRESS	Bank name: Bank address IBAN number: SWIFT code:

- 6.7 Payments shall be made within twenty (20) working days from the date of the written notice signed by the Deputy Executive Director of Eurimages confirming the authorisation of the payment to the Applicant Company.

6.8 All payments shall be made in euros. In determining the equivalent in euros of the eligible costs, rates applied by the Council of Europe for the co-production support application or support agreement shall be used.

## **Article 7 - Publicity and Credits**

7.1 The Applicant Company undertakes to make reference - as defined in §7 of the Programme Regulations set out in Annex V - to Eurimages on the poster, in all publicity material and all paid advertising for the film, by inserting the Eurimages logos preceded by the following reference, where possible: "This film received Eurimages Film Marketing and Audience Development support".

7.2 The Applicant Company herewith recognises the right of Eurimages to use the material mentioned above partly or in its entirety as well as the title of the Project free of charge for publicity purposes within the limits of its activities.

7.3 Furthermore, the Applicant Company undertakes to co-operate with Eurimages within the framework of any initiative organised by Eurimages with the purpose of promoting the circulation of films supported by Eurimages.

7.4 Any communication or publication by the Applicant Company about the Film, including its website, shall indicate that the Applicant Company has received funding from Eurimages for the implementation of the marketing and audience development of the Film.

7.5 The Applicant Company authorises Eurimages to publish the following information in any form and medium, including via the Internet:

- the Applicant Company's name and address;
- the title of the Film (and related public information) and the name of its director;
- the amount, subject and purpose of the Grant.

## **Article 8 - Assignment**

8.1 Any complete or partial assignment of the rights in the Film for the duration of the copyright by the Applicant Company or any of its subsequent assignees is conditional upon the prior written approval of Eurimages. The Applicant Company acknowledges and warrants that condition precedent of any such assignment approved by Eurimages is the joint liability of the Applicant Company, its assignee and any subsequent assignee to perform the obligations arising from this Agreement and its Annexes. Failure to comply with this provision shall be considered an event of default within the application of Article 10.1 below.

## **Article 9 - Representations and Warranties**

9.1 The Applicant Company represents, warrants and undertakes:

- a. that it is a company or legal entity whose main activity includes cinematographic production;
- b. that it has the power to execute and perform its obligations under this Agreement;
- c. that it is registered in one of Eurimages' member States and owns exclusive property rights of the Film;
- d. that all material statements herein whether as to matters of fact or law are true and accurate;
- e. that there are no legal or other proceedings pending or threatened before any court, tribunal, commission or other regulatory authority and involving the Applicant Company which may adversely affect in any material respect the terms and conditions of this Agreement, and that the Applicant Company is not subject to or in default with respect to any judgment, injunction or other rule or order of any such court, tribunal, commission or other regulatory authority;
- f. that the Film is, and continues to consist of a cinematographic work (i.e. intended for cinema release) of a minimum length of 70 minutes;
- g. that the Film complies with the copyright regulations in force in Applicant Company's country and any other co-producing countries, inter alia with regard to decisions concerning the final cut;
- h. that the Film is not pornographic nor advocates violence nor openly incites to the violation of human rights;
- i. that the Applicant Company shall take all precautions necessary to avoid conflict of interest and shall inform Eurimages immediately of any situation giving rise to or likely to give rise to any such conflict.

9.2 In the event that, after signature of this Agreement, the Applicant Company becomes ineligible with regard to the preceding criteria and the Annexes attached hereto, whether as to matters of fact or law, Eurimages reserves the right to terminate this Agreement and ask for the reimbursement of the financial support already paid out.

## **Article 10 – Termination**

10.1 This Agreement shall automatically be terminated if any of the terms and/or conditions governing the granting of the Grant – including compliance with the exclusion and eligibility criteria – ceases to be met and in the event of a breach of any of the provisions set out in this Agreement and its Annexes.

10.2 In the event of bankruptcy or insolvency of the Applicant Company, Eurimages shall be entitled to terminate this Agreement and to request immediate reimbursement of any amount already paid out.

10.3 Should this Agreement be terminated, Eurimages reserves the right to demand the immediate reimbursement of the Grant that has already been paid out.

#### **Article 11 - Force majeure**

11.1 In case of force majeure the Applicant Company shall inform Eurimages immediately.

11.2 Force majeure shall be understood as an unavoidable break in the implementation of the promotional campaign for the Project owing to, inter alia:

- an unforeseeable national or international political or economic dispute;
- a national disaster;
- orders of any public or judicial authority.

11.3 If force majeure is accepted by Eurimages as a valid reason for a break in the development of the promotional campaign of the Project or if Eurimages considers that the Applicant Company has other valid reasons for failing to complete the Project, the parties shall negotiate the terms on which the agreement shall be continued or terminated. Eurimages may in this case decide to continue the support.

#### **Article 12 – Liability**

12.1 The Applicant Company shall be responsible for complying with any legal obligation incumbent on it.

12.2 Eurimages may not, under any circumstances or for any reason whatsoever, be held liable in the event of complaints deriving from this Agreement concerning damage or injury sustained by the staff or property of the Applicant Company during the implementation of the Project. No claim for compensation or repayment accompanying such a complaint shall therefore be accepted by Eurimages.

12.3 Except in cases of force majeure, the Applicant Company shall be required to indemnify Eurimages for any damage resulting from the Project or from failure to carry it out or to carry it out properly.

12.4 The Applicant Company shall incur sole liability towards third parties, including for damage of any kind sustained by them while the development of the Project is being carried out.

#### **Article 13 – Disputes**

13.1 All disputes between the parties involving Eurimages - the Council of Europe shall be settled amicably without recourse to any form of national legal process. Failing such a friendly settlement the dispute shall be submitted to arbitration as described below.

13.2 It is understood that under no circumstances Eurimages-the Council of Europe may become party to, or involved in, any form of national legal process and that nothing in this agreement shall be construed as a waiver of the privileges and immunities enjoyed by the Council of Europe as an international organisation.

13.3 Any dispute relating to the execution of this Agreement shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board composed of two arbitrators (each selected by one of the parties) and a presiding arbitrator appointed by the other two arbitrators.

13.4 If a presiding arbitrator is not appointed under the above conditions within a period of four months, the President of the European Court of Human Rights shall make the appointment.

13.5 However 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 European Court of Human Rights.

13.6 The Arbitration Board referred to in paragraph 3 of this Article or where appropriate the arbitrator referred to in paragraph 5 shall determine the procedure to be followed.

13.7 Failing agreement between the parties on the law applicable, the Board, or, if appropriate, the arbitrator, shall decide ex aequo et bono in the light of general legal principles, as well as taking into account customs used in the cinematographic and audiovisual field.

13.8 The arbitration decision shall be final and shall be binding on the parties.

#### **Article 14 - Final provisions**

14.1 This Agreement contains the entire understanding between the parties. It can only be modified by written amendment duly executed by Eurimages and the Applicant Company. It consists of 14 Articles and six Annexes, namely:

- Annex I Key elements of the Film;
- Annex II A detailed description of the Project (film marketing and audience development strategy and planned activities);
- Annex III Estimated budget and financing plan of the Project;
- Annex IV Declaration of representation, on the exclusion criteria and of absence of double funding;
- Annex V Regulations of the Film Marketing & Audience Development Support Programme;



Annex VI    Eligible Costs.

Done in Strasbourg on    xx/xx/2025.

**For Eurimages,**

Enrico Vannucci, Deputy Executive Director

Signature:

**For the Applicant Company,**

Company Name:

Name of Legal Representative:

Signature:

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**ANNEX I**  
**KEY ELEMENTS OF THE FILM**

**ANNEX II**  
**A DETAILED DESCRIPTION OF THE PROJECT (FILM MARKETING AND AUDIENCE DEVELOPMENT  
STRATEGY AND PLANNED ACTIVITIES)**

**ANNEX III**  
**ESTIMATED BUDGET AND FINANCING PLAN OF THE PROJECT**

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**ANNEX IV**  
**DECLARATION OF REPRESENTATION, ON THE EXCLUSION CRITERIA**  
**AND OF ABSENCE OF DOUBLE-FUNDING**

I, the undersigned, XXX acting as the representative of the company [Name of the company and legal form]: XXX Address: [country], XXX for the project: XXX hereby declare that neither the production company I represent nor its owners or any of the persons having powers of representation or decision-making:

- a. 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 Film Marketing and Audience Development Support Programme or any of the applicant company's 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 or Eurimages funds or other public funds;
- h. are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu)).

I also declare that:

- a. I have obtained the consent of the co-producers to make this application;
- b. the information provided to Eurimages/the Council of Europe under this application procedure is complete, correct and truthful;
- c. the expenses presented in the estimated budget attached to this application were not included in the production budget of the film;
- d. the financing plan attached to this application includes all financing sources of the Project known at the time of submission;

- e. the expenses financed by Eurimages support are not covered by other means, nor would they be submitted to other public funds established in Eurimages member States or the Creative Europe - MEDIA programme;
- f. the company I represent, and the co-producers are eligible producers as defined in Article 2.2 of the Co-production Support Programme Regulations applicable to the Film;
- g. I will inform Eurimages/the Council of Europe of any change regarding the above.

In signing this form, I acknowledge that I have been notified that if any of the statements made or information provided prove to be false, Eurimages/the Council of Europe reserves the right to terminate any existing contractual relations with the company I represent.

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## **ANNEX VI**

### **ELIGIBLE COSTS**

Eligible costs are costs actually incurred by the Applicant Company, which meet the following criteria:

- they are connected with the subject of the Agreement and they are indicated in the estimated overall budget;
- they are necessary for the implementation of the Project which is the subject of the grant and were incurred during the implementation period defined in the agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the Applicant Company and determined according to the applicable accounting standards in the concerned Eurimages member States;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

Eligible costs are defined in §4 of the programme regulations as set in Annex V and in Annex VI.

Ineligible costs include, but are not limited to:

- a. travel, accommodation, per diems, meals;
- b. royalties, any type of fees (visa, accreditation, membership, etc);
- c. costs related to production and postproduction of the film;
- d. Publicity, promotion and marketing costs already included in the production budget;
- e. Sales or distribution advances/minimum guarantees;
- f. In-house services provided directly by the Applicant Companies, the sales agents, or the distributors;
- g. services for organizing receptions, cocktails, buffets and all related services;
- h. software development, delivery and testing services;
- i. expenses for the preparation of documents for the submission;
- j. purchase of goods and provision of services not related to the implementation of the Project;
- k. return on capital;
- l. debt and debt service charges;
- m. provisions for losses or potential future liabilities;
- n. interest owed;
- o. doubtful debts;
- p. exchange losses;
- q. VAT, unless the beneficiary can show that they are unable to recover it according to the applicable national legislation;
- r. costs declared by the beneficiary and covered by another grant;
- s. excessive or reckless expenditure;
- t. production company overheads and running costs;
- u. expenses for maintenance of institutions, organizations, companies that provide services.