



**institute of
documentary
film**

Štěpánská 14
110 00 Prague 1
Czech Republic

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EAST SILVER NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made as of the valid submission period from 1st of February 2019 to 1st of November 2020 by and between

Company submitting film to EAST SILVER project.

(hereinafter “**LICENSOR**”)

and

EAST SILVER, a project duly organized and validly existing under the laws of the Czech Republic, having the address of Stepanska 14, 110 00 Praha 1, Czech Republic (hereinafter “**LICENSEE**”).

WHEREAS, LICENSOR is the owner or controller of the original audio-visual documentary film submitted to East Silver, (the “Program”) and has the right to grant to **LICENSEE** such licenses and rights to use and exploit the Program in the manner contemplated herein below.

WHEREAS, LICENSEE, under a support from European Union, is establishing a collection of documentary films (“video library”) under project name “**EAST SILVER**” and selects annually a collection of documentary films under the name **EAST SILVER CARAVAN** to be shown at international film festivals worldwide in a given year.

WHEREAS, LICENSOR wishes to license the Program to **LICENSEE** and deposit the SubMaster in the Licensee’s video library for the purposes outlined below and **LICENSEE** wishes to license the Program from LICENSOR, in accordance with the terms of this Agreement. **NOW, THEREFORE**, the parties hereby agree as follows:

1. Definitions: For the purposes of this Agreement, the following words have the following meanings:

- (a) “Program”: The term “Program” shall mean the final version of the fully edited,
- (b) mixed and finished audio-visual documentary film identified above .
- (c) “SubMaster(s)”: The term “SubMaster(s)” shall mean the specific recording(s)



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- (d) of the Program supplied to LICENSEE by LICENSOR on loan, whether on magnetic tape,
- (e) disk, digital format or any other substance or material that is used in the manufacture of the
- (f) Work(s).
- (g) “Territory”: The term “Territory” shall mean the Universe.
- (h) “Effective Date”: The term “Effective Date” shall mean the date first set
- (i) forth above that, upon execution of this Agreement by both parties, shall be the effective
- (j) date of this Agreement.
- (k) “Delivery” shall mean the actual receipt by LICENSEE of SubMaster(s) of the
- (l) Program, technically and commercially satisfactory to LICENSEE and such further
- (m) documentation required herein below or requested by LICENSEE.

Submitting to the East Silver market is FREE OF CHARGE.

2. Grant of Rights:

LICENSOR hereby grants to **LICENSEE** the non-exclusive right, during the Term of this Agreement:

- a) to include the Program into a video library – collection of documentary films under the name of EAST SILVER to be created as database of films in DVD and mp4 formats and to advertise, exploit, and enable individual access to this collection to industry attendants, viewers, distributors, sales agents during the East Silver market event held **Oct 24 – 29, 2019** in Jihlava, Czech Republic, and **March 2020** in Prague, Czech Republic and in addition make the Program available only to selected industry professionals via password protected online streaming platform at <http://streaming.eastsilver.net> accessible from all the Territory.
- b) to select, at Licensee’s discretion, the program into the collection of documentary films under the name EAST SILVER CARAVAN and to publicly show the Program as part of the collection at international film festivals and for inclusion of the collection into video libraries of such foreign festivals
- c) to include the Program into video library of East Silver, and Institute of Documentary Film civic association with its seat at Stepanska 14, 110 00, Praha 1 Czech Republic, solely for the purposes of non-commercial use – for personal viewing by students, teachers and film professionals including potential distributors, programme acquisition managers, sales agents, to use the specified program in order to include it in the database of East European documentary films as a non-commercial scientific-educational project supporting East European documentary filmmaking, created under the auspices of the Institute of Documentary Film (IDF) to serve the licensee’s needs and to the exploitation of the program(s) (and to the sublicensing to third parties for these purposes) by presenting them publicly to



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students, journalists, film industry representatives, festival programmers, representatives of professional associations and television archives; and by presenting them publicly during non-commercial events supporting and promoting East European documentary filmmaking, without numerical limits to the license, for non-limited period,

d) to rent the film out to students of film schools and to the interested lay public. Each rental will be documented, including the rental period. The renting person will be notified that the copyright belongs to the producer(s) without whose permission it is impossible to use the film in any public way,

e) to publish the trailer of the program at website www.dokweb.net.

In addition, this grant of rights shall include the following rights:

(I) to convert the Program into specific digital format used for East Silver Video on Demand (VOD) digital library.

(II) to make copies of the Program in DVD and/or digital format for the purposes of creation of database of films (video library, EAST SILVER CARAVAN)

(III) to insert LICENSEE's and project's name, logo and distribution credits at the front or end of the Program and on any packaging or advertising of the Program, in LICENSEE's sole discretion;

(IV) to combine and/or package the Program with other video and/or audio programs or other products, not subject to this Agreement;

(V) in connection with the advertising, promotion and exploitation of the project EAST SILVER, LICENSEE shall have the right to use the names, images, likeness and voices of all persons and characters appearing in the Program and the directors and producers of same;

(VI) to store or permit other film festivals and IDF to store a copy of the Program in their libraries for non-commercial purposes

(VII) to use the Program, in whole or in part, for purposes of advertising and promoting the project EAST SILVER

2.1 It is expressly understood that any commercial exploitation of the Program is excluded from the scope of the rights granted hereunder and shall be subject to a separate agreement between Licensor and the third party, interested in such commercial exploitation.

3. Term:



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The term of this Agreement will commence upon the Effective Date and will continue for an initial period (“Initial Period”) of 5 (five) years from the acceptance of this agreement by LICENSOR, unless terminated earlier as provided herein (the “Term”).

4. Submission of Programs and Materials

LICENSOR shall, at its own expense, submit to LICENSEE by no later than 14 days after completing of the submission form, the materials and information listed in Exhibit A and incorporated herein, which must be technically and content acceptable to LICENSEE. For each Master provided by LICENSOR which is evaluated and determined to be technically unsatisfactory for DVD replication by LICENSEE, LICENSOR agrees to substitute a quality replacement material if available.

5. Credits and Copyrights

LICENSOR retains all copyright and other proprietary rights to the finished Program. Nothing herein will be construed to transfer any of said rights to LICENSEE.

6. Warranties/Indemnification

(a) Each party hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement and to grant to the other, all of the rights herein set forth, free and clear of any and all claims, rights and obligations whatsoever.

(b) LICENSOR further warrants and represents that:

(I) all rights granted to LICENSEE are and will be free and clear of any restrictions of every kind and LICENSEE may exercise them without payment of any kind to any third party, except as expressly agreed to by LICENSEE under this Agreement

(II) it is and will continue to be the owner or licensee of all rights which it supplies to LICENSEE hereunder, throughout the Territory and throughout the Term;

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.

8. Independent Contractor Relationship



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The relationship between LICENSEE and LICENSOR hereunder shall at all times be that of independent contractors and nothing contained herein shall render or constitute the parties joint ventures, partners or agents of each other. Neither LICENSEE nor LICENSOR shall hold itself out to third parties other than as set forth herein. Except as expressly provided hereunder, LICENSEE shall not have the right to execute any contract, or incur any obligation for which LICENSOR may be liable, or otherwise bind LICENSEE, and LICENSEE shall not be liable for any representation, act or commission of LICENSOR.

9. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Any changes of this agreement shall be valid only if made in writing and agreed by the parties IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the valid submitting period first above written.

Exhibit A

To the Agreement from valid submission period (February 2019 - November 2020)

In accordance with the attached Agreement, LICENSOR shall deliver the following materials to LICENSEE:

1. A color master(s), English subtitled / English voice-over of each Program in technically acceptable condition for DVD / Blu-ray.
2. Authorized trailer(s), English subtitled/English voice-over of each Program.
3. Film photos (in digital format), film credits and synopses

The materials submitted cannot be returned to LICENSOR.



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