



**DANISH FILM INSTITUTE**

**TERMS FOR SUPPORT TO  
SHORT FICTION,  
FILM COMMISSIONER SCHEME**  
VALID FROM 1 OCTOBER 2012

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# 1 PURPOSE

- 1.1** The Danish Film Institute (DFI) can subsidise the development and production of Danish short films and the participation of Danish production companies in international co-productions of short films. Subsidies are awarded by the DFI's management.
- 1.2** The purpose of the DFI's subsidies is to secure the continual production and dissemination of different types of films, so that the overall range of Danish short films, in terms of artistic quality, diversity, volume and audience appeal, sustains and develops Danish cinema and cinema culture, domestically and internationally.
- 1.3** Film subsidies are awarded under the Commissioner Scheme, cf. the applicable Film Act and Film Agreement.

# 2 DEVELOPMENT SUBSIDIES

- 2.1** Under the Commissioner Scheme, the DFI can subsidise the development of a film project, if such development is judged to be significantly important to strengthen the project artistically, financially, or production-wise, or in terms of the film's target groups or distribution potential.
- 2.2** The purpose of development subsidies is to ensure the best possible development of the project and to form a basis for the DFI's evaluation of a possible subsequent application for production subsidies to the film project, though cf. Item 2.12. Subsidies can be awarded for all forms of development costs, including breakdown, pitch, treatment, research, scriptwriting, pilot, pre-production, urgent shoots, and financing costs, including costs of obtaining third-party services.
- 2.3** Development subsidies for script preparation or for research can be awarded to a writer, a writer-director, a producer, or a team of the aforementioned. The subsidy recipient must subsequently submit documentation for the use of the funds.
- 2.4** Development subsidies awarded as script subsidies for acquiring the rights to a literary property, or an option on such rights, normally may constitute no more than 50% of the cost of acquiring such rights.
- 2.5** If application is made for a development subsidy to treat a copyright-protected work, the applicant must satisfactorily document that the applicant possesses the necessary rights to the work before a subsidy commitment can be made.
- 2.6** Before a decision to award development subsidies is made, the DFI performs a production and finance assessment of the project, though not if the development subsidy is intended for script preparation or research.
- 2.7** Applications for development subsidies must include:
  - Breakdown/pitch
  - Treatment or Script or Project description
  - Project status
  - Description and goals of the development
  - Development schedule
  - Development budget (incl. sub-items)
  - Development financing plan
  - CVs of key project participants
  - If applicable, budget for regional added costs, cf. 3.7.1

Upon commitment, the following documents must be provided to the DFI, upon request:

- Rights agreements

- 2.8** The DFI will normally only approve that a budget for a development project includes a contingency, if the development subsidy is awarded for pre-production or urgent shoots. The contingency may constitute no more than 10% of the budgeted development costs, excluding administrative expenses.
- Administrative expenses of no more than 10% of the budgeted development costs may be included in the development budget, unless the development subsidy is solely awarded for script preparation or research.
- 2.9** Development subsidies are usually paid in two instalments: the first instalment upon the DFI's receipt of the production company's written acceptance of the subsidy commitment, and the second instalment upon the DFI's approval of the final accounts and the development outcome.
- 2.10** The production company is responsible for managing project development and must present audited accounts for expenses relating to project development for DFI approval, cf. Item 4.4, within one month of the completion of project development, as set down in the schedule, cf. Items 2.11 and 4.2.6.
- Any savings against the approved budget must immediately be repaid to the DFI in a proportion equal to the DFI subsidy's share of the total development budget.
- 2.11** The production company must on an ongoing basis keep the DFI informed about the progress of project development, including any changes to the development project's schedule.
- 2.12** A commitment to development subsidies does not imply a commitment to subsequent production subsidies.
- 2.13** Production subsidies cannot be awarded until the audited accounts of the development project have been presented, cf. Item 4.4.
- 2.14** If the film project is subsequently awarded a production subsidy by the DFI, the development subsidy is considered to be part of the total subsidy.

## 3 PRODUCTION SUBSIDIES

- 3.1** Upon recommendation of a film commissioner, the DFI can subsidise the production of Danish short films.
- 3.2** Before a decision to award production subsidies is made, the DFI performs a production and finance assessment of the project as well as an assessment of the film's target groups and distribution potential.
- 3.3** **Applying for production subsidies for films with a Danish majority production company**
- 3.3.1** An application for production subsidies must contain the following information and documents:
- Breakdown/pitch
  - Script
  - The director's intentions
  - Production concept
  - Production schedule
  - Production budget (incl. sub-items)
  - Production financing plan (organised by country)
  - Crew list
  - Cast list
  - Promotion and distribution plan
  - Rights agreements
  - CVs of key project participants
  - If available visual materials

- If applicable, budget for regional added costs

**Upon commitment, the following additional documents must be provided to the DFI:**

- Cash flow plan
- Copies of contracts concerning the film's financing
- Deposit 1, [www.dfi.dk/kort-fiktion-afleveringsliste](http://www.dfi.dk/kort-fiktion-afleveringsliste) (in Danish)
- Corporate information upon request

**3.3.2** The DFI may request additional information and statements, as required for application processing.

**3.4 Letter of Commitment (LOC) and Letter of Interest (LOI)**

**3.4.1** If the documents required under Item 3.3.1 are incomplete, the DFI, upon management granting of a subsidy, may reserve production subsidies for a period, in a so-called Letter of Commitment (LOC). A subsidy commitment can only be drawn up once all the requirements in the LOC have been fully met.

**3.4.2** If the requirements stated in the LOC have not been met within the deadline set down in the LOC, the reserved production subsidy is void.

**3.4.3** In special cases, the LOC can be extended following a written application.

**3.4.4** The DFI can write a Letter of Interest (LOI), without a subsidy amount, to show its interest in a project. However, the LOI is no guarantee that the project will receive subsidies.

**3.5 Budget and financing plan**

**3.5.1** Production subsidies are awarded based on a DFI-approved budget. The budget must list all costs at market prices, in DKK and/or EUR.

**3.5.2** The budget must include the following items:

The DFI-approved development accounts, as a separate item.

A contingency of no less than 5% and no more than 10% of the budgeted production costs, excluding the costs of project development, administration, a possible completion bond, and the producer's fee.

For certain budget items, the following applies:

Administrative expenses may constitute no more than 10% of the budget, excluding the costs of project development, contingency, a possible completion bond and the producer's fee.

The amount of the producer's fee must be approved by the DFI, respecting the nature and size of the individual production.

The production company's overhead may constitute no more than 5% of the budgeted production costs, excluding the costs of project development, administration, the contingency, and a possible completion bond.

In case of a premium for a possible completion bond or other security, see Item 4.3.

**3.5.3** All financing and co-production agreements for the film, including the production company's own investment in the film, must be presented to the DFI. The co-production and financing agreements must specify the division of the film's financing and rights among co-production partners, investors, and the Danish production company.

As a requirement for DFI subsidy of the film, there must be a reasonable proportion between the production company's transfer of rights to co-production partners and investors, including TV stations, and their shares of the film's total financing.

- 3.5.4** A commitment to production subsidies cannot be prepared until the production company has documented that the budget, including the contingency, is fully financed.

### **3.6 Supplemental production subsidies**

In rare cases, the DFI can award supplemental production subsidies. Supplemental subsidies can normally be granted only when the entire budget contingency has been expended.

Application cannot be made for supplemental subsidies to cover administrative expenses.

### **3.7 Regional subsidies**

- 3.7.1** The DFI may subsidise short-film production taking place outside Greater Copenhagen. The DFI may subsidise added costs arising from production outside Greater Copenhagen, including subsistence allowances, accommodation, meals, transport, etc. Application for the subsidy can be made in connection with the application for a production subsidy as well as in connection with the realisation of the LOC.

Regional subsidies can only be awarded to short films that have received a development or production subsidy.

- 3.7.2** Applications for regional subsidies must include a specified budget for added costs arising from production outside Greater Copenhagen.

### **3.8 Minority productions (co-productions with a foreign majority production company)**

- 3.8.1** The DFI can subsidise short-film projects in which the Danish production company is not the majority co-production partner (minority productions). The Danish share of the production costs, incl. fees and salaries for Danish creative and/or technical participation, must be approved by the DFI. On the basis of those production costs, the DFI performs a subsidy assessment.

- 3.8.2** For a film with a foreign majority production company to receive subsidies, the subsidy application must be made by a Danish production company, there must be Danish creative or technical involvement in the production, and a distribution agreement must have been made for Danish theatrical distribution, broadcast on Danish television, or other similar distribution.

#### **3.8.3 Applications for production subsidies for minority productions must include:**

- Breakdown/Pitch
- Treatment or Script or Project description
- The director's intentions
- Production concept
- Production schedule
- Production budget (incl. sub-items)
- Production financing plan
- Crew list
- Promotion and distribution plan
- CVs of key project participants
- Specified budget for the Danish share of the budget costs (Danish spend)
- Distribution deal or other agreement for pre-sales to a Danish TV station
- If available visual materials

### **3.9 Payment instalments**

- 3.9.1** Production subsidies are paid to the production company in instalments. The DFI determines the amount of individual instalments, based on the approved cash-flow plan.

Subsidies are normally paid in four instalments:

- The first instalment is paid upon the DFI's receipt of the production company's written acceptance of the subsidy commitment.

- The second instalment is paid once the film commissioner has viewed rough cuts or pre-edits and the production company has met the applicable deposit requirements, cf., [www.dfi.dk/kort-fiktion-afleveringsliste](http://www.dfi.dk/kort-fiktion-afleveringsliste) (in Danish)
- The third instalment is paid once the production company has provided an ISAN number and met the applicable deposit requirements, [www.dfi.dk/kort-fiktion-afleveringsliste](http://www.dfi.dk/kort-fiktion-afleveringsliste) (in Danish)
- The fourth instalment is paid upon the DFI's approval of the audited production accounts, cf. Items 3.11 and 4.4.

**3.9.2** If significant changes to the schedule, production plan, cash flow plan, etc, are made, the DFI reserves the right to change the dates and amounts of the instalments.

### **3.10 Depositing materials**

**3.10.1** The production company must submit an ISAN number and archive materials relating the film to the DFI Film Archive, cf. the applicable Legal Deposit Act at the time, [www.dfi.dk/kort-fiktion-afleveringsliste](http://www.dfi.dk/kort-fiktion-afleveringsliste) (in Danish)

**3.10.2** The production company must deposit materials relating to the film for use in the DFI's promotion, publishing, distribution and festival efforts, in compliance with the applicable deposit list for short and documentary films at the time of deposit, [www.dfi.dk/kort-fiktion-afleveringsliste](http://www.dfi.dk/kort-fiktion-afleveringsliste) (in Danish)

**3.10.3** The DFI must approve the technical quality of the deposited materials.

**3.10.4** Deposits made in compliance with Items 3.10.1 and 3.10.2 must be made free of charge and may be included in the production budget.

### **3.11 Financial reporting and production accounts**

**3.11.1** During all phases, the production company must on an ongoing basis keep the DFI informed about the production's progress. The DFI is entitled to monitor the production of the film, including viewing rough cuts, fine cuts, and the final version of the film.

**3.11.2** The production company must provide a cost report to the DFI upon request. The DFI may require the cost report to be attested by a registered or state-certified accountant. The cost report must include the same items as the approved budget, expenditures to date, and an estimated final result of the main budget items, with relevant comments.

**3.11.3** The DFI's receipt and/or approval of a cost report does not imply an approval of possible variances from the production budget. If the final outcome is expected to exceed the approved budget, including the contingency, the production company must draw up a revised budget and a new financing plan to be presented to the DFI for approval.

**3.11.4** During the entire course of production, the production company must keep separate accounts of earnings and expenses relating to the film, so that the DFI can request a cost report at any time.

**3.11.5** No later than three months after the final instalment has been paid, the production company must submit the film's production accounts to the DFI for approval, cf. applicable DFI accounting instructions at the time.

**3.11.6** Any savings on the production accounts relative to the approved budget must be repaid to the DFI in a proportion equal to the share of the DFI subsidy. The production accounts cannot be approved until repayment of the DFI's share of the savings has been made.

An unspent contingency is non-repayable.

**3.11.7** The production accounts must include a specification of the film's production costs and of revenues limiting the production costs. The production accounts must furthermore include a balance sheet and a final financing overview.

**3.11.8** The DFI subsidy rate is calculated on the basis of the approved production budget.

A possible DFI development subsidy for the film project is included as part of the total subsidies, regardless of whether the recipient of the development subsidy is another than the recipient of the production subsidy.

For minority productions, the DFI's subsidy rate is calculated on the basis of the Danish production company's share of the film's total production budget.

**3.11.9** The production accounts must include a specification of the film's production costs. The production accounts must include the same items as the approved budget and the budget figures must be stated for comparison.

The production accounts must include a statement of variances of more than 10% on individual budget items. This does not apply to amounts below DKK 5,000.

The production accounts must furthermore include a separate specification of amounts included in the film's financing, including grants from funds, public grants, pre-sales, etc.

If the total approved budget is overrun, the final budget must in any event include a statement of the overrun.

In none of the above cases does the DFI approve budget overruns for administration, fees for directors and producers, or internal salaries over the costs set down in the applicable approved budget, cf. Items 3.5.1 and 3.11.3. See also the accounting requirements in Item 4.4.

**3.11.10** All salaries and fees relating to the production, as well as all due taxes to public coffers, must be paid before the accounts are presented. Upon request, the production company must be able to document that such payment has been made.

**3.11.11** For minority productions, the production accounts are revised as far as the Danish share of the production costs is concerned and are submitted together with the film's total production accounts, which must contain an overview of the film's final financing organised by country.

### **3.12 Revenue statements**

**3.12.1** The production company must provide the DFI with statements of the film's revenues.

The DFI must receive the revenue statements no later than 12 months after the film's premiere. Thereinafter, revenues are accounted once a year.

The basis of the revenue statement is the film's revenues in all countries and in all media.

Revenue statements must separately state revenues from, respectively, Danish theatrical distribution, videogram rental and sales, VOD, streaming, sales to TV stations, and other revenue.

Revenues that are included in the film's financing, in accordance with the approved production accounts, including minimum guarantees, presales, etc., are not included in calculating the film's revenues.

### **3.13 The subsidy recipient's rights**

The subsidy recipient keeps all rights to commercial usage of the subsidised film in Denmark and abroad.

The subsidy recipient, along with the DFI, has the non-exclusive right to exploit the film in the non-commercial market in Denmark, Greenland, and the Faroe Islands and among the Danish minority in South Schleswig, cf. Item 3.14.1.

The DFI's acquisition of rights under the present terms and conditions is non-exclusive. The DFI's acquisition of rights thus poses no restriction on the subsidy recipient's and the underlying rights holders' usage of the rights in accordance with already made and future agreements thereon inter



partes and with third parties.

The DFI' acquisition of the non-exclusive distribution rights, as stated in Item 3.14 of the present terms and conditions, poses no restriction on the subsidy recipient's or the underlying rights holders' right to claim remuneration under (and under schemes established via) Sections 13, 17, 30a, 35, 39, and 50, Section 2, of the Danish Consolidated Act on Copyright and similar foreign or international regulations or the like that may later supplement or change them.

The subsidy recipient can, upon agreement with the DFI, obtain the right to a "holdback" or a so-called black hole in the DFI's usage of the non-commercial rights, cf. Item 3.14.1.

### **3.14 The DFI's distribution rights**

#### **3.14.1 The DFI's distribution rights to schools, institutions, associations, film clubs, museums, libraries, and other non-commercial entities**

Respecting the commercial usage of the subsidised film, the DFI has the non-exclusive right to distribute the film in any way and in any medium, including, but not limited to, DVD, CD-ROM, Blu-ray, etc., and all other presently known and future analogue, digital, and interactive media and formats, to schools, institutions, associations, film clubs, libraries, and other non-commercial entities in Denmark, Greenland, and the Faroe Islands and among the Danish minority in South Schleswig.

The DFI's distribution rights, as described above, include the right to publicly present the film in any manner, on any platform, and in any media, presently known and future, by screenings, Internet streaming, and by making the film available at individually selected times and places to individuals, schools, institutions, associations, film clubs, museums, libraries, and other non-commercial entities and their students, users, and members.

The film must be submitted to the DFI no later than one month before the film's Danish premiere, so that the DFI can make use of the distribution rights to the film acquired under the present terms starting from the date of the film's Danish premiere.

#### **3.14.2 Distribution to individuals**

The subsidy recipient and the DFI can enter into an agreement giving the DFI the non-exclusive right to distribute the film to individuals in Denmark, Greenland, and the Faroe Islands and among the Danish minority in South Schleswig on any platform, presently known and future, by Internet streaming or by making the film available in such a way that individuals get access to the film at an individually selected place and time.

Such an agreement can furthermore include the transfer of rights to the DFI to distribute the film to libraries, which have the right to redistribute the film by lending copies of the film, by streaming, and by making the film available in such a way that end users et al. get access to the film at an individually selected place and time.

If the DFI and the subsidy recipient decide to enter into an agreement to transfer the aforementioned rights, the following applies:

Upon agreement with the subsidy recipient, the DFI can acquire the right to make use of these rights starting from the date of the film's Danish premiere. To acquire these rights, the DFI shall pay the subsidy recipient DKK 50,000.

Upon agreement with the subsidy recipient, the DFI can acquire the right to make use of these rights starting 4 months after the film's Danish premiere. To acquire these rights, the DFI shall pay the subsidy recipient DKK 25,000.

Upon agreement with the subsidy recipient, the DFI can acquire the right to make use of these rights after the aforementioned dates and within 12 months of the film's Danish premiere. To acquire these rights, the DFI shall pay the subsidy recipient DKK 15,000.

Upon agreement with the subsidy recipient, the DFI can acquire the right to make use of these rights

later than 12 months after the film's Danish premiere. To acquire these rights, the DFI shall pay the subsidy recipient DKK 10,000.

The film's Danish premiere is understood as the first time that the film is publicly presented in Denmark, be it on TV, in a cinema, or at a similar public presentation.

**3.14.2.1** Any agreement between the DFI and the subsidy recipient about the transfer of rights to the DFI in accordance with Item 3.14.2 must be in writing and must be entered into on the basis of a contract prepared by the DFI, [www.dfi.dk/rettigheds-skabelon](http://www.dfi.dk/rettigheds-skabelon) (in Danish).

The DFI is not obligated to enter into an agreement about acquiring rights to the film with the subsidy recipient or other rights holders to the film, in accordance with Item 3.14.2.

## 4 GENERAL TERMS AND CONDITIONS

**4.1** The following general terms and conditions apply to all forms of DFI subsidies awarded under these terms and conditions. Subsidies in these terms and conditions are understood to mean any form of capital infusion to the project that does not express an investment or a remuneration.

### **4.2 Subsidy application, subsidy commitment, and reporting**

**4.2.1** Subsidies can be awarded to Danish production companies, on the condition that the producer, or leading employees of the production company, can document experience in film production and have film production as their main occupation. The director and the producer/production company may not be the same person, unless the DFI specifically judges this not to be an issue due to the special nature of the project.

**4.2.2** Simultaneous application may not be made for script, development, or production subsidies under more than one DFI subsidy scheme.

**4.2.3** As a requirement for receiving subsidies, full disclosure of all conditions regarding the rights to the individual project must be made and the subsidy recipient must hold unrestricted rights to, or be able to acquire, all rights to the project as are necessary for the subsidy recipient and the DFI to exploit the film under the present terms and conditions.

**4.2.4** The applicant must, at the date of application, have entered into agreements with rights holders and the cast as entail that the applicant holds, or can acquire, all necessary rights to adapt and distribute the finished work.

**4.2.5** At any time, the DFI can request the applicant to provide the documentation necessary for application processing, including documentation that the applicant holds, or can acquire, the rights indicated in Items 4.2.3 and 4.2.4.

**4.2.6** Regarding a specific project, the DFI can change or supplement and/or change these terms and conditions in order to ensure and/or meet the intentions of the subsidy schemes and/or the project's feasibility. The subsidy recipient is obligated to the present terms and conditions, and any deviation therefrom must be approved in writing by the DFI. The DFI is obligated to respond to requests from the subsidy recipient in this regard within a reasonable period of time.

**4.2.7** If changes to the schedule, budget, or production plan are made, the production company must immediately submit the changed schedule or plan to the DFI for approval.

**4.2.8** The DFI can reject a subsidy application, if the DFI has an unsecured outstanding account against the applicant, or against a subsidy recipient controlled by the applicant, or against a subsidy recipient controlling the applicant. The DFI can furthermore reject a subsidy application, if the applicant, or a subsidy recipient controlled by the applicant, or a subsidy recipient controlling the applicant, is in significant violation of the subsidy terms and conditions in the case of another project.

**4.2.9** The subsidy recipient is obligated to register the finished film with ISAN. The subsidy recipient must provide the DFI with written information about the film's assigned ISAN number no later than upon submission of the legal deposit materials, in compliance with Item 3.10.1 of the present terms and conditions.

**4.2.10** The film's producer and director must be available in connection with the DFI's launch and promotion of the film, as agreed with the DFI and in consideration of their other engagements, planned vacations, etc.

### **4.3 Security**

**4.3.1** To ensure the film's completion in case of the production company's bankruptcy, as well as to ensure the DFI's conditional requirements for repayment of subsidies, the DFI can require the production company to provide satisfactory security. The production company must bear all costs of such a security.

**4.3.2** The production company is obligated to complete the film. The DFI may require a completion bond to be taken out with a DFI-approved guarantor.

### **4.4 Accounting**

**4.4.1** The production company must submit, for DFI-approval, accounts for projects that have received development or production subsidies. The accounts must contain the same items as the approved budget, and the budget figures must be stated for comparison. The accounts must be audited by a registered or state-certified accountant.

**4.4.2** Auditing of the production accounts must, at a minimum, include a general audit of the accounts, as well as an audit of assets and liabilities, cf. the applicable DFI audit instructions at the time for subsidies of, respectively, less than DKK 100,000, less than DKK 500,000, and DKK 500,000 and above. The Office of the Auditor General of Denmark has access to review accounts and documents provided by the subsidy recipient.

### **4.5 Repayment and negligence**

**4.5.1** If the subsidy recipient abandons, or for other reasons prematurely terminates, a subsidised project, and no violation of the subsidy terms and conditions on the part of the subsidy recipient is found, cf. Item 5.5.2, any unspent part of the subsidy must be repaid immediately. In such cases, the DFI may require auditor-certified accounts.

**4.5.2** If the present terms and conditions are violated, or if it is determined that the film cannot legally be screened in Denmark, the DFI's subsidy commitment is void and any paid subsidies must be repaid.

**4.5.3** The DFI may waive the repayment requirement, if, in the DFI's judgment, special circumstances apply, or if the repayment requirement will counteract the objectives of the DFI's activities under the Film Act.

### **4.6 Credits**

**4.6.1** The film's opening credits must state that the film is produced with support from the "The Danish Film Institute", unless other agreement has been made between the production company and the DFI. The film's credit texts and all advertising materials must state that the film is produced with support from "The Danish Film Institute", name the Film Commissioner who recommended the film for subsidies, and display the DFI logo. The DFI must approve the design of credit texts, advertising materials, etc., mentioning the DFI.

**4.6.2** By specific agreement, the DFI must receive an offer of tickets to the film's theatrical premiere in Denmark.

### **4.7 The DFI's rights**

**4.7.1** When rights to projects that have received subsidies are transferred, the DFI must approve such

transfer in writing. Transfers must take place at market prices. The DFI can oppose a transfer, if the transfer entails a risk that the DFI will be unable to exercise its rights according to the present terms and conditions or other agreements made with the production company.

- 4.7.2** Should the subsidy recipient's circumstances prevent the implied use within 24 months of the project's most recent subsidy commitment from the DFI, the DFI, in order to ensure the realisation of the subsidy's purpose, can require the subsidy recipient to transfer the necessary rights to the subsidised project to the DFI, with a view to exploiting the rights through a retransfer. The subsidy recipient is entitled to be reimbursed by the DFI for documented costs relating to the project, plus the possible added value of rights related to the project, to the extent that such amounts exceed the amount of subsidies received from the DFI or other contributors. Disputes regarding the appraisal of the rights relating to the project are settled by arbitration, in accordance with the rules of Voldgiftsinstituttet (The Danish Institute of Arbitration).
- 4.7.3** The subsidy recipient can prevent the rights to the subsidised project to transfer to the DFI, if the subsidies are repaid within 30 days of notification of the DFI's demand for transfer of the rights.
- 4.7.4** The DFI is entitled to screen the film at festivals, domestically and internationally. The DFI is furthermore entitled to screen the film domestically and internationally as part of its cinema-culture activities, including to paying audiences. The DFI may screen the film only at individual, special events, if the film is still playing in cinemas in the same geographical area. The DFI shall notify the production company of such screenings.
- 4.7.5** In case of screenings to paying audiences, the DFI is obligated to follow market prices, if the film is in commercial distribution. It is the production company's obligation to provide written information about the market price. If not, the DFI will price admission to the film.
- 4.7.6** The DFI is entitled to use trailers, teasers, film posters, film quotes, stills, and other image materials, dialogue sequences, and excerpts of title scores and of the film in promoting subsidised film productions domestically and internationally as well as in the exercise of the DFI's distribution right, cf. Item 3.14, and as part of the DFI's film-cultural efforts. Furthermore, the DFI is entitled to use the materials, with appropriate credits, in the DFI's publications, including in videogram formats (DVD, CD-ROM, Blu-ray, etc) and on the Internet, on all platforms, as well as in festival and press contexts. All images must be provided to the DFI with credits of still photographers and with indication of the director, screenwriter, and production company.
- 4.7.7** The DFI is entitled to publish any information about the film in connection with the DFI's promotion and press efforts, unless other written agreement with the subsidy recipient has been made.
- 4.7.8** The DFI has the unrestricted right to produce prints of the film and other materials, cf. Item 4.7.6, with a view to exercising the DFI's rights under the present terms and conditions. Production of festival prints must, however, be ordered through the production company.
- 4.7.9** There are no time constraints on the DFI's acquisition of rights under the present terms and conditions.
- The DFI can transfer the rights acquired under the present terms and conditions to a third party for use in the DFI's exercise of these rights under the present terms and conditions.
- 4.7.10** The DFI's exercise of its rights under the present terms and conditions does not imply an obligation to pay remuneration to the production company or others, unless such has specifically been determined.
- 4.7.11** The subsidy recipient is obligated to enter into agreements with the relevant rights holders and cast members as ensure the DFI's free and unrestricted exercise of the DFI's rights to the finished production, as described in the present terms and conditions. The subsidy recipient must document to the DFI that the necessary rights have been obtained. The subsidy recipient shall indemnify the DFI against any claim by third parties that may arise from the DFI's exercise of its rights under the present terms and conditions or under other possible agreements with the subsidy recipient.

**4.7.12** The subsidy recipient is obligated to append the present terms and conditions to all contracts relating to the film regarding circumstances that are regulated by the present terms and conditions or that might otherwise be of importance to the DFI's rights under the present terms and conditions.

The present subsidy terms and conditions are set down by the DFI's management in accordance with the DFI's rules and regulations.