



DANISH FILM INSTITUTE

TERMS FOR PUBLIC SERVICE FUND

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Gothersgade 55
DK-1123 Copenhagen K
Tel. +45 3374 3400
dfi.dk

Film funding

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These terms are an English translation of the Danish Film Institute's applicable terms for the funding scheme ('Vilkår for støtte til Public Service Puljen'), which at any time and in any matter concerning the funding applied for and/or granted takes precedence over the English translation and therefore applies to any legal relationship established under the funding terms.

1. Purpose

1.1

Under the Public Service Fund scheme, the Danish Film Institute (DFI) can support the development and production of Danish TV drama, TV documentaries and Danish public service TV programmes which target children and young people.

Funding may be granted for individual TV programmes and for series. The funding is granted by DFI's Management.

1.2

The purpose of the funding is to ensure the production and dissemination of TV programmes which, in terms of content, form and expression, represent originality, significance and quality, in accordance with the applicable funding criteria.

1.3

Development and production funding for Danish TV drama, TV documentaries and TV programmes which target children and young people can be granted to TV stations whose programme broadcasting is for audiences in Denmark.

In order for a TV programme to obtain funding, the programme must be in Danish.

A condition for a TV station to obtain funding is that the funded TV programme is first broadcast on one of the TV station's channels reaching at least 50 per cent of Danish households, in the period from 18:00 to 24:00. TV programmes for children and young people may, however, be broadcast at times when these audiences usually watch TV.

1.4

Development and production funding for Danish TV drama, TV documentaries and TV programmes targeting children and young people may also be granted for VOD services that undertake VOD activities targeting a Danish audience.

In order for a TV programme to obtain funding, the programme must be in Danish.

A condition for a VOD service to obtain funding is that the funded TV programme is subsequently broadcast on a flow TV channel on the same terms as otherwise apply to programmes for which funding may be granted from the fund. However, it is not a requirement that the TV programme is only offered on the VOD service during the period from 18:00 to 24:00.

Subsequent broadcast on a flow TV channel may not take place on DR, the regional TV 2 companies or non-commercial local TV stations.

The subsequent broadcast on a flow TV channel must take place within 12 months after the programme is first made available on a VOD service.

1.5

A TV programme that receives funding must be produced by an independent production company.

In this context, an independent production company is a producer that is not majority controlled by a TV station/VOD service, either in terms of ownership or in business terms. Majority control occurs when more than 25 per cent of the production company is owned by a single TV station/VOD service (50 per cent if multiple TV stations/VOD services are included in the ownership), or when more than 90 per cent of the production company's revenue over a three-year period comes from production agreements with a single TV station/VOD service.

In view of the small size of the Danish market, in response to an application DFI may grant dispensation from the established revenue limit.

1.6

Broadcast/provision of funded TV programmes must take place within 24 months of the date of award of the funding.

1.7

No funding may be granted to DR, the regional TV 2 companies and the non-commercial local TV stations, or for TV programmes solely distributed through the Internet.

No funding may be granted for versioning of foreign TV concepts. No funding may be granted for TV programmes that are interrupted by commercials.

No funding may be granted for TV programmes containing product placement, see section 85 a. of the Danish Act on Radio and TV Activities ('Lov om radio- og fjernsynsvirksomhed') and the product placement rules laid down at any time by the Minister for Culture. Product sponsorship may be included in funded programmes under the general rules laid down at any time by the Minister for Culture for product sponsorship in programmes for TV and on-demand audiovisual media services.

1.8

Applications for development and production funding from the Public Service Fund are processed in fixed application rounds.

The application deadlines are set out on DFI's website.

2. Development funding

2.1

As proposed by the Public Service Fund's steering group, funding can be granted for the development of a project. Development funding is for innovative projects where the TV station/VOD service can show that there is a special need for funding.

2.2

The purpose of development funding is to ensure the optimum development of the project and to form a basis for the Public Service Fund's consideration of any subsequent production funding application for the project, see clause 2.14, however.

Funding may be granted for all types of development costs.

Examples include research, screenwriting, casting, urgent recordings and pilot production.

2.3

Before a decision to grant development funding is made, the Public Service Fund will prepare a production-related and financial assessment of the project.

2.4

For applications for development funding, the TV documentary application form/TV drama application form must be used.

The application must contain the following information and appendices:

- Synopsis or proposed idea
- Treatment or manuscript or project description
- Premise
- Project status
- Description of development goal
- Character description (drama)
- Time schedule
- Budget
- Financing plan
- Plan and goals for the completed project
- Target audience description
- Production contract/deal memo
- Rights agreements
- CVs for key participants in the project

2.5

To be included in the budget, all expenses and costs defrayed prior to the application date must be separately approved by the Public Service Fund.

2.6

Administration expenses at no more than 10 per cent of the budgeted development costs may be included in the development budget, unless the development funding is granted solely for manuscript development.

2.7

Development funding is granted on the basis of a budget and financing plan approved by the Public Service Fund. In the budget, all costs must be stated at market prices in DKK.

2.8

Granting of funding by the Public Service Fund will be notified to the funding beneficiary as a funding commitment.

Development funding is normally paid out in two instalments: the first instalment after the Public Service Fund's receipt of the funding beneficiary's written acceptance of the funding commitment, and the second instalment on the Public Service Fund's approval of the final accounts and development result.

2.9

The funding beneficiary is responsible for the performance of the project development and must submit accounts, see clauses 4.9 and 4.10, within one month of the date of completion of the project development laid down in the time schedule.

2.10

The funding beneficiary must notify the Public Service Fund on an ongoing basis of significant aspects relating to the development process and of significant changes concerning the development, including replacement of key participants in the project, actors etc., changes in the time schedule, changes relating to rights to the project or manuscript, and economic and financial conditions relating to the project etc.

2.11

With regard to development funding of DKK 100,000 or less granted solely for manuscript preparation or a manuscript to be prepared by one person, a manuscript contract, written agreement or other equivalent written documentation that fees have been paid out under the Public Service Fund's grant in accordance with the funding commitment will constitute the funding beneficiary's submission of accounts for the project in accordance with clauses 4.9 and 4.10.

2.12

Production funding cannot normally be granted before accounts for the development project have been submitted in accordance with clauses 4.9 and 4.10.

2.13

Savings in the development accounts in relation to the approved budget must be reimbursed to the Public Service Fund immediately in the same proportion of the overall development budget as represented by the Public Service Fund's funding.

The development accounts cannot be finally approved until the Public Service Fund's share of the savings has been repaid.

2.14

A development funding commitment does not entail any commitment to grant subsequent production funding.

2.15

If the project is subsequently granted production funding from the Public Service Fund, the development funding is considered to be part of the total Public Service Fund funding, irrespective of whether the development funding beneficiary is not identical with the production funding beneficiary.

3. Production funding

3.1

The Public Service Fund may grant funding for the production of Danish TV drama and TV documentaries, as well as TV programmes for children and young people.

3.2

The funding is granted by DFI's Management on the basis of an overall recommendation from the Public Service Fund's steering group on the allocation of funding in the fixed application rounds, see clause 1.8.

As the basis for the steering group's assessment of the project proposals received, the Public Service Fund will prepare an assessment of the project's financial and production-related sustainability, as well as the feasibility of the project.

The Public Service Fund's steering group may furthermore obtain expert assessments by a minimum of two external readers of the production funding applications received.

3.3 Application material

3.3.1

For applications for production funding for TV drama, as well as TV fiction for children and young people, the Public Service Fund's application form must be used.

The application must include the following information and documents:

- Synopsis
- Manuscript
- Premise
- Director intentions
- Character descriptions
- Visual material
- Production concept
- List of actors
- Team list
- Time schedule
- Budget
- Financing plan
- Target audience description
- Broadcast schedule
- Production contract/deal memo
- Rights agreements
- CVs for key participants in the project

3.3.2

For applications for production funding for TV documentaries, as well as non-fiction programmes for children and young people, the Public Service Fund's application form must be used.

The application must include the following information and documents:

- Proposed idea
- Project description
- Premise
- Team list
- Editorial intentions

- Production concept
- Time schedule
- Budget
- Financing plan
- Target audience description
- Broadcast schedule
- Production contract/deal memo
- Rights agreements
- CVs for key participants in the project

3.4 Letter of Commitment

3.4.1

If the programme's financing has not been finally confirmed and/or not all documents as set out in clause 3.3 are complete, in connection with the granting of funding by the Management the Public Service Fund may reserve production funding for a period of time in a Letter of Commitment (LOC). Funding commitments may not be drawn up until all conditions laid down in the LOC are fulfilled.

3.4.2

If the conditions laid down in the LOC are not fulfilled within the period laid down in the LOC, the reserved production funding will lapse.

3.4.3

The LOC may be extended on the basis of a written request to this effect from the applicant.

3.5 Budget and financing plan

3.5.1

Production funding is granted on the basis of a budget and financing plan approved by the Public Service Fund. In the budget, all costs must be stated at market prices in DKK.

In relation to the approved budget under the funding commitment, see clause 3.8.1, the Public Service Fund does not approve continuously updated production budgets.

3.5.2

To be included in the budget, all expenses and costs defrayed prior to the application date must be separately approved by the Public Service Fund.

3.5.3

The Public Service Fund's production funding may normally constitute up to 50 per cent of the total production costs under the approved production budget, except in the case of programmes for children and young people, see clause 4.7 of the funding terms, however.

The Public Service Fund may derogate from the funding limit for all programme types where this is justified in terms of production or content, see clause 4.7 of the funding terms, however.

3.5.4

The development accounts approved by the Public Service Fund must be specified as a separate budget item.

A budgetary uncertainty margin of at least 5 per cent and at most 10 per cent of the budgeted production costs may apply, excluding costs of project development, administration and possible completion guarantee.

Administration costs may not exceed 10 per cent of the budget, excluding the costs of the uncertainty margin, project development and any completion guarantee.

The size of the producer fee must be approved by the Public Service Fund, taking due account of the nature and scope of each production.

3.5.5

All financing agreements and co-production agreements for the programme, including the funding beneficiary's own investment in the programme, must be submitted to the Public Service Fund for approval. The co-production and financing agreements must state how the programme's financing and rights are distributed between the funding beneficiary, co-producers, investors and the independent production company, respectively.

3.5.6

A production funding commitment cannot be drawn up until the applicant has documented that the budget, including the uncertainty margin, is fully funded.

3.6 Supplementary production funding

In exceptional cases, the Public Service Fund may grant supplementary production funding for ongoing productions, subject to clause 4.7 of the funding terms, however. The funding may normally only be granted if the full budgetary uncertainty margin has been used.

Applications for supplementary funding must be made on the same terms as applications for production funding.

Furthermore, when applying for supplementary production funding, the applicant must submit an updated cost report to the Public Service Fund.

It is not possible to apply for supplementary production funding to cover administration costs, and the budget may not normally include a budgetary uncertainty margin.

3.7 Regional funding

Applications for funds from the Public Service Fund that are earmarked for regional use for productions outside Greater Copenhagen may only be made for projects which, at the time of application for production funding, have received funding from Den Vestdanske Filmpulje (the West Danish Film Fund), FilmFyn (the Funen Film Fund). Documentation of this must be attached to the application.

3.8 Payment in instalments

3.8.1

Granting of funding by the Public Service Fund will be notified to the funding beneficiary as a funding commitment.

3.8.2

Production funding will be paid to the funding beneficiary in instalments of which the size is determined by the Public Service Fund in the funding commitment.

The first instalment will be paid out after the Public Service Fund has received the funding beneficiary's written acceptance of the funding commitment.

The last instalment will not be paid out before the funded programme has been delivered, see clauses 3.8.1 and 3.8.2, and after the Public Service Fund has approved the submitted production accounts, see clauses 4.9 and 4.10.

3.9 Submission of material

3.9.1

The funding beneficiary must submit the ISAN number and archive material relating to the programme to DFI's Film and Stills & Posters Archive, as provided for in the applicable Danish Legal Deposit Act ('Pligtafleveringsloven') at any time.

3.9.2

For use in DFI's PR, publication, distribution and festival activities, the funding beneficiary must submit material concerning the programmes in accordance with the legal deposit list for TV documentaries/legal deposit list for TV drama applying on the submission date.

3.9.3

The technical quality of the submitted material must be approved by DFI.

3.9.4

The submission in accordance with these terms must take place free of charge and may be included in the production budget.

3.9.5

At the request of the Public Service Fund, the funding beneficiary will be obliged to submit a report with a review of the programme's viewer numbers/number of minutes viewed, streaming and/or download data, and any reviews and viewer reactions concerning programmes that have received production funding from the Public Service Fund.

3.10 Reporting and production accounts

3.10.1

The funding beneficiary must notify the Public Service Fund on an ongoing basis of significant aspects relating to the production process and of significant changes concerning the production, including replacement of key participants in the project, actors etc., changes in the time

schedule, changes relating to rights to the project or manuscript, and economic and financial conditions relating to the project etc.

3.10.2

During the production, the funding beneficiary must submit status reports for information to the Public Service Fund, with summarised notification of significant matters relating to the production process, and concerning the distribution and launch of the programme. Status reports must be submitted three times during the production of the programme, on the dates agreed in conjunction with the production funding recommendation.

3.10.3

If the total production costs for the production will entail that the approved budget, including the entire margin of uncertainty, will be overrun, the funding beneficiary must ensure that the producer draws up a new financing plan with documentation of how the overruns will be financed, for submission to the Public Service Fund for information.

The Public Service Fund's receipt of a new financing plan will not entail any approval of the overruns or any other deviations from what has been previously approved by the Public Service Fund.

3.10.4

Within three months of the completion of production, the funding beneficiary must submit production accounts to the Public Service Fund for approval, see clauses 4.9 and 4.10.

3.10.5

Throughout the production process, the funding beneficiary must keep separate accounts of revenue and expenditure relating to the programme.

Savings in the production accounts in relation to the approved budget, excluding the total unspent margin of uncertainty, must be reimbursed to the Public Service Fund in the same proportion as the funding granted by the Public Service Fund.

The production accounts cannot be finally approved until the Public Service Fund's share of the savings has been reimbursed.

3.10.6

The Public Service Fund's funding ratio will be compiled on the basis of the approved production budget.

3.10.7

Any development funding from the Public Service Fund for the project will be included as part of the total funding, irrespective of whether the development funding beneficiary is identical with the production funding beneficiary.

3.10.8

If the funding beneficiary achieves financing which entails that the total financing of the programme exceeds the production costs according to the final production accounts, the Public Service Fund's funding will be reduced by an equivalent amount, to be reimbursed to the Public Service Fund.

4. General terms

4.1

The following general terms apply to all types of funding from DFI awarded under these funding terms. Funding is any capital contribution to the project that does not constitute an investment or remuneration.

4.2 Requirements concerning the nationality of the applicant and funding beneficiary

To be eligible for funding, the following conditions must be fulfilled:

The applicant must be a TV station or VOD service that, at the time of application, and under the applicable legislation, is domiciled in Denmark, a member state of the European Union, the EEA or Switzerland.

As of the date of DFI's granting of funding, the applicant must conduct business through Denmark by establishing a permanent place of business or equivalent in Denmark under applicable legislation.

As of the date of DFI's granting of funding, the independent production company which, by agreement with the funding beneficiary, is to produce the TV programme must conduct business through Denmark by establishing a permanent place of business or equivalent in Denmark, under applicable legislation.

4.3 Requirements regarding the TV programme's artistic and cultural affiliation with Denmark

To be eligible for funding from DFI, the TV programme must include a particular artistic and/or technical contribution to promoting Danish public service TV programmes in Denmark.

In order to meet this requirement, the TV programme must be recorded in Danish or in a Danish version, and the main creative forces of the TV production, as well as the main functions on the team list, must, regardless of nationality and ethnic origin, be resident or reside permanently in Denmark, or otherwise have a material and significant affiliation with and/or importance for Danish cinematography or film culture.

4.4 Requirements relating to territorial expenditure obligations (Danish spend)

On granting production funding for the production of the TV programme, it is a requirement that, in artistic, creative, technical and/or production respects, a share of the production costs equivalent to DFI's total production funding for the TV programme must be spent in Denmark, i.e. DFI requires a Danish spend of 100 per cent.

But so that there is no requirement for the Danish spend to constitute more than 50 per cent of the production budget.

4.5 Other conditions for funding applications

4.5.1

It is not possible to apply for funding for a project under several DFI funding schemes at the same time. However, this does not apply to projects applying for funding from Spilordningen (the Games Scheme).

4.5.2

A condition for receiving funding is that all rights concerning the individual project are fully disclosed and that, without limitation, the funding beneficiary holds, or may acquire, all rights to the project that are necessary for the use of the completed programme by the funding beneficiary and DFI in accordance with these terms.

4.5.3

As of the application date, the applicant must have entered into agreements with rights holders and contributors which entail that the applicant holds or may acquire all necessary rights to the recording and distribution of the completed programme.

4.5.4

A funding beneficiary is obliged to comply with the applicable legislation for the funded project/production at any time.

4.6 Documentation, notification, allocation of funding etc.

4.6.1

DFI may from the applicant/funding beneficiary at any time require the documentation, statements, information, details and reports of any kind and nature necessary for consideration of the case, including documentation that the applicant/funding beneficiary possesses or may acquire rights as set out in these terms, and of the economic and financial conditions relating to the project etc.

4.6.2

The applicant/funding beneficiary is bound by the terms and any derogation must be agreed in writing with DFI. DFI will respond to requests from applicants/funding beneficiaries in this respect within a reasonable period of time.

4.6.3

On any change in the time schedule and/or financing schedule, the funding beneficiary must immediately send the amended time schedule and/or financing plan to DFI for information. DFI's receipt of the amended time schedule and/or new financing plan will not entail approval of any deviations from anything previously approved by DFI regarding the same matter, or of other conditions in the revised documents.

4.6.4

In relation to a specific project, DFI may supplement and/or amend these terms in order to ensure and/or fulfil the intentions of the funding schemes and/or the feasibility of the project.

4.6.5

DFI's allocation of the specific funding amount under these terms is made on the basis of an estimate which includes all of the criteria applied to the recommendation of the individual

application, including the production-related and financial assessment of the project and assessment of target audience and distribution potential.

4.6.6

DFI's funding intensity under the current funding scheme is in principle limited to 50 per cent of the production budget.

On the allocation of funding amounts for a specific production, in conjunction with the discretionary assessment of the funding amount, see clause 4.6.5, DFI may derogate from the limitation of funding intensity if, in DFI's assessment, the production can be regarded as a difficult assignment. Difficult assignments are productions recorded in Danish in the original version and/or short fiction, documentary productions, talent development productions, productions by first- and second-debut directors, low-budget productions and other commercially difficult productions.

4.7 Cumulation of funding etc.

4.7.1

Cumulation of funding from DFI with other funding for the same project may not result in the total funding intensity exceeding 100 per cent.

4.7.2

A condition for granting supplementary production funding for a project under clause 3.6 of the funding terms is that the grant is necessary to ensure the completion of the programme.

4.8 Security

4.8.1

In order to safeguard the completion of the programme in the event of the bankruptcy of the funding beneficiary, as well as DFI's conditional requirement for the reimbursement of funding, DFI may require the funding beneficiary to provide adequate security. The funding beneficiary must defray all costs associated with any provision of security.

4.8.2

The funding beneficiary is obliged to complete the programme and to broadcast/make the programme available in accordance with the applicable Danish Executive Order on subsidies for the production of Danish public service TV ('Bekendtgørelse om tilskud til produktion af dansk public service tv').

4.9 Reporting and accounts

4.9.1

The funding beneficiary will be liable to DFI in all respects for the funding received, and the funding beneficiary must submit accounts for DFI's approval for projects that have received funding, see DFI's applicable audit instructions for TV documentaries/audit instructions for TV drama.

4.9.2

The accounts must include a specification of the defrayed costs and of revenue that has limited the costs (for example, but not limited to, sale of props). The accounts must also include a balance sheet.

The accounts must include a final financing overview. In addition, the accounts must include a separate specification of the amounts included in the financing of the project/programme, including funding from foundations, government subsidies, pre-sales etc.

4.9.3

The accounts must include the same items as the approved budget, and the budget figures must be stated for the sake of comparison.

4.9.4

The accounts may not include expenses and costs defrayed prior to the application date that were not included in the budget approved as of the commitment date.

4.9.5

The accounts must include a report on deviations from the principal items of the approved budget that differ by more than 10 per cent, but not on deviations below DKK 5,000. If the overall approved budget is overrun, the final accounts must in all circumstances include a report on the overrun.

4.9.6

DFI does not normally approve overruns of the costs of administration, as well as fees to director and producer, set out in the approved budget.

4.9.7

DFI may approve that internal salaries are included in the final accounts, including overruns from the budget approved by DFI, if defrayal of the cost of the internal salaries has been necessary, relevant to and directly attributable to the project, the internal salaries have been continuously registered in a documentation system, and the auditor can approve the aforementioned circumstances.

4.9.8

All salaries and fees related to the production and all taxes due to the public purse must have been paid before the submission of the accounts, and the producer must be able to document on request that payment has taken place.

4.10 Audit

4.10.1

Accounts must be submitted in accordance with the rules laid down in DFI's applicable audit instructions for TV documentaries/audit instructions for TV drama.

For funding exceeding DKK 100,000, the accounts must be audited by a registered public accountant or state-authorized public accountant.

The accounts must be audited in accordance with good public audit practice, see section 3 of the Danish Act on auditing of government accounts etc. ('Lov om revision af statens regnskaber mm.'), and the audit, including assets, liabilities, revenue, expenses and rights agreements, must at least fulfil the requirements in DFI's applicable audit instructions.

4.10.2

The Danish National Audit Office (Rigsrevisionen) and DFI have access at all times to review the accounts submitted by the funding beneficiary, as well as the vouchers and all other accounting materials and documents forming the basis for the funding beneficiary's preparation of the submitted accounts, including as an element of random inspection.

4.10.3

A funding beneficiary is obliged to retain all vouchers and all accounting materials, and all documents underlying the funding beneficiary's preparation of the accounts submitted, for a period of five years following DFI's approval of the production accounts for the project/programme.

For projects that have not received production funding, the retention obligation in accordance with the aforementioned is five years from DFI's approval of the last accounts submitted for the funding granted.

4.11 Reimbursement and breach

4.11.1

If a funding beneficiary abandons or, for other reasons, discontinues a funded project prematurely and there is no breach of the funding terms on the part of the funding beneficiary, see clause 4.11.2, any funding that has not been used must be reimbursed immediately and any non-disbursed funding instalments will lapse. In this respect, DFI may require auditor-certified accounts which fulfil the requirements in DFI's applicable audit instructions.

4.11.2

DFI's funding commitment will lapse and any funding that has been disbursed must be reimbursed by the funding beneficiary on any breach of the funding terms and/or other agreements, or if it is found that the programme cannot be legally broadcast in Denmark.

4.11.3

DFI may refuse to grant funding if DFI has an unpaid receivable from the applicant or from a funding beneficiary controlled by the applicant, or from a funding beneficiary by which the applicant is controlled.

DFI may furthermore refuse to grant funding if the applicant, or a funding beneficiary controlling the applicant, or a funding beneficiary by which the applicant is controlled, is in material breach of the funding terms concerning another project.

If the party in breach of the funding terms is a legal entity, and another legal entity applies to DFI for funding, where the management or ownership is, or has been, the same natural person or legal entity as the management and/or ownership of the company in breach, based on a concrete assessment DFI may refuse to grant funding to the applicant company.

4.12 Crediting

4.12.1

The programme's opening scroll texts and end credit texts, as well as all other materials, must state that the programme has been produced with the support of the Public Service Fund. The Public Service Fund's logo must be displayed on the programme's opening scroll texts. The design of end credit texts must be approved by DFI.

4.12.2

DFI has the right to publish all information about the programmes in conjunction with DFI's information and press work, unless otherwise agreed in writing with the funding beneficiary or as a consequence of legislation.

4.13 Transfer of rights to the project

4.13.1

On any transfer of rights to projects which have received funding, the transfer must be approved in writing by DFI. DFI may oppose a transfer if the transfer entails a risk that DFI might not be able to exercise its rights under these terms and other agreements with the funding beneficiary.

4.13.2

Any transfer of rights to projects is subject to the requirement that DFI's position is not diminished in relation to these terms, funding commitments and other agreements with the funding beneficiary.

4.14 Storage of manuscripts, ISAN registration etc.

The funding beneficiary is obliged to undertake ISAN registration of the completed programmes. The funding beneficiary must notify DFI in writing of the programmes' assigned ISAN numbers, and by no later than the submission of legally deposited material in accordance with these funding terms, see clause 3.8.

4.15 Rights

4.15.1

A condition for achieving funding under the funding terms is that the producer and the underlying rights holders have access to reserve their rights that are subject to the agreement licensing provisions of the Danish Copyright Act (Ophavsretsloven).

4.15.2

DFI's acquisition of the non-exclusive distribution rights as set out in these terms does not constitute any limitation of the right of funding beneficiaries and the underlying rights holders to claim remuneration (and remuneration schemes established via) under sections 13, 17, 30 a, 35 and 39-46 a, and agreements subject to section 50(2) of the Copyright Act and equivalent foreign or international rules, or subsequent rules to supplement or amend such rules.

The acquisition of rights by DFI under these terms is non-exclusive and DFI's acquisition of rights therefore does not preclude the exploitation of these rights by the funding beneficiary and the

underlying rights holders in accordance with any agreements they may have entered into in this respect.

4.15.3

If the funding beneficiary or the programme's production company does not exploit the distribution rights listed in clause 4.15.4, those rights will automatically pass to DFI.

4.15.4 DFI's distribution rights for schools, institutions, associations, film clubs, museums, libraries and other non-commercial enterprises

With due consideration of the commercial exploitation of the funded programme, DFI has a non-exclusive right to distribute the programme in any way and on any media, including, but not limited to, DVD, Blu-ray etc., and all other known and future analogue, digital and interactive media and formats for schools, institutions, associations, film clubs, museums, libraries and other non-commercial enterprises in Denmark, Greenland, the Faroe Islands and the Danish minority in Southern Schleswig.

DFI's distribution rights as described above include the right to public presentation of the programme in any way, and on any platform and any media, known now and in the future, by performances, by streaming and by making the programme available to schools, institutions, associations, film clubs, museums, libraries and other non-commercial enterprises and their students, users and members in such a way that they have access to the programme at an individually selected time and location.

The programme must be submitted to DFI within one month before its Danish premiere, so that DFI can exercise the distribution rights to the programme acquired under these terms for three months after the first broadcast of the programme/first broadcast of the last episode of the last broadcast season of a series.

4.15.5

DFI is the holder of the non-exclusive rights to screen the programmes at festivals in Denmark and abroad.

DFI has the right to distribute festival copies produced with DFI funding in any way and on any media, as all known and future coming analogue, digital and interactive media and formats, and by using links to the festival copy of the films/TV programmes to the extent that this is necessary for the selection, participation and launch of films and TV programmes etc., at international festivals in accordance with these terms.

4.15.6

DFI furthermore has the right to present the programmes in Denmark and abroad as an element of DFI's film culture activities, including to a paying audience.

4.15.7

DFI has the right to use trailers, teasers, posters, quotes, stills and other image materials, including frame grabs, dialogue sequences and clips of the title tune and of the programme, for the promotion of funded productions in Denmark and abroad, in connection with the exploitation of DFI's distribution rights, see clause 4.15.6, and as part of DFI's film cultural activities, see the applicable Danish Film Act (Filmloven), the Danish Executive Order on the Statutes of the Danish

Film Institute ('Bekendtgørelse om vedtægt for DFI') and the Film Agreement. DFI furthermore has the right to use the material in DFI's publications, with due crediting, including on video formats (DVD, Blu-ray etc.) and on the Internet on all platforms, as well as in a festival and press context. All images must be submitted to DFI with crediting of the still photographer and specifying the director, screenwriter and producer.

4.15.8

Without any limitations, DFI has the right to produce copies of the programmes and other material, see clause 4.12.3, in order to exercise DFI's rights under these terms.

4.15.9

DFI's acquisition of rights under these terms is not subject to any time constraints.

With regard to the rights to the music used in the programme, and any archive material etc., according to the circumstances, and by written agreement with the funding beneficiary, DFI may approve that the funding beneficiary's rights acquisition to exploit these rights is subject to time limitation.

DFI may transfer the rights acquired under these terms to third parties for use in DFI's exploitation thereof in accordance with these terms.

4.15.10

DFI's exploitation of its rights under these terms does not entail any obligation to pay remuneration fees to the funding beneficiary or other parties, unless this has been agreed in writing.

4.15.11

The funding beneficiary is obliged to enter into an agreement with the relevant rights holders and contributors to ensure that DFI freely and without limitation can exploit DFI's rights to the completed production, as described in these terms. The funding beneficiary must document to DFI that the necessary rights have been acquired by the funding beneficiary. The funding beneficiary must exempt DFI if rights holders or third parties may invoke claims as a consequence of DFI's exploitation of its rights under these terms, or any other agreements with the funding beneficiary.

4.15.12

The funding beneficiary is obliged to incorporate these terms as documents in all contracts and agreements regarding the programmes which concern matters governed by these terms, or which may otherwise be of significance to DFI's rights under the terms.

These 'Terms for Public Service Fund' were adopted by the Danish Film Institute's Board in accordance with the existing Danish Film Act (Filmloven), the Executive Order on the Statutes for the Danish Film Institute, as well as the Film Agreement for 2015-2018. In accordance with the EU Commission's existing practice, these terms must be revised no later than six years after they have entered into force.