

# ENTRY FORM FOR THE EBU-IMZ PITCHING SESSION

Please complete by hand or electronically

<b>Project (working) Title</b>		
<b>Project description</b> (English, max 400 words)		
	<b>Length &amp; Number of episodes</b> (e.g. 1 x 90', 6 x 30')	
<b>Guideline development budget (€)</b>	<b>Item</b> (e.g. researcher, script writer, story board artist, travel etc.)	<b>Cost</b>
		(continue on another sheet if necessary)
<b>Production Company Details</b>	<b>Company Name</b>	
	<b>Company Address</b> (incl. Country)	
	<b>Web link</b>	
	<b>Lead Producer Name</b>	
	<b>Lead Producer mobile phone number</b> (incl. International code)	
	<b>Lead Producer email address</b>	
	<b>Contact Person Name</b>	
	<b>Contact Person email address</b>	
	<b>Contact Person telephone number</b>	
	<b>Available to pitch on 15 June 2016, 14:00-16:30 in person or via teleconferencing?</b>	
<b>Signature</b> (conforming acceptance of the attached Rules and General Conditions)		
	<b>Print Name</b>	
	<b>Date</b>	

**Comments**

(Use this space to supply further information relevant to the proposal.)

# RULES AND GENERAL CONDITIONS

## PRE-SELECTION PROCESS

The Pre-selection process will be undertaken by the EBU Music & Dance Bureau, including representatives of IMZ (the "Bureau") which is a group of experts composed of EBU Members' representatives who are involved in commissioning and producing music & dance programming.

By the Pre-selection Deadline, the Bureau will proceed with the pre-selection of the proposals that will be presented by the Producer(s) at the Pitching session.

The IMZ will inform the Producers that have been refused and that have been chosen for the Pitching session. The IMZ will send out sufficiently in advance a more detailed briefing about requirements (material & information that has to be brought along, length of pitch) to the selected Producers.

The results of the Pre-Selection Process shall be announced to any producers having submitted proposals in time for the Submission Deadline by no later than the Pre-Selection Deadline.

## SELECTION PROCESS

The Bureau will, at its sole discretion, retain one proposal which has been presented during Pitch I on 15 June 2016 (the "Retained Proposal") and the Producers retained (the "Retained Producer") will be informed accordingly. The Bureau reserves the right to refrain from motivating its decisions.

## TERMS AND CONDITIONS

1. When submitting a proposal, the Producer agrees if the proposal is pre-selected, to present it to the Bureau at the Pitching session. All proposals must be submitted in English and be in compliance with applicable laws.
2. All costs associated with the preparation and submission of the proposal, including all costs linked to the pitch of the proposal will be borne by the Retained Producer.
3. All reasonable efforts will be made by the IMZ, the EBU and the Bureau to keep the proposals confidential. However, it is understood and accepted that ideas similar or identical to the one which has been submitted may have been developed or submitted independently from the proposal.
4. The IMZ and EBU reserve the right, at their discretion, to add or request new information or requirements at any stage of the pre-selection or selection process, e.g. for the purposes of evaluating the proposals or for inclusion during the negotiation of the development Agreement with the Retained Producer(s). It is understood that failure to provide such additional information may lead to rejection of the proposal.
5. By submitting a proposal, each Producer expressly agrees that the IMZ or the EBU shall be entitled to reproduce, exhibit and edit any material and to use any element of the proposal submitted in connection with the Pitching Session for the purpose of the Pitching Session.
6. If a proposal is selected by the Bureau for further development, the Retained Producer agrees to enter into a development agreement with the EBU which shall provide *inter alia* for:
  - Milestones and follow up for the development of the Retained Proposal (including Deliverables to be defined in the Development Agreement) at which the Retained Producer shall report to the EBU according to a mutually agreed development plan, to which the release of development funding shall be linked.
7. Upon the successful completion of a milestone, as shall be established by the EBU, the corresponding part of the agreed financial support shall be paid to the Retained Producer.
8. All amounts will be net of tax, inclusive of all costs and stated in €.
9. Right of first refusal for all EBU Members: the Retained Producer undertakes to reserve for all EBU Members within the EBU Territory an exclusivity to participate in the production until the end of 2016.
10. Any format rights (where applicable) will remain within the Retained Producer.
11. The Retained Producer will have the right to produce the show for EBU Members. Subcontracting any element of the production (except to EBU Member broadcasters) will be subject to EBU's prior approval.
12. In the event of a successful completion of a production budget allowing the coproduction to proceed, the development funding should be repaid to the EBU by the co-producers. For the avoidance of doubt this does not create any financial obligation towards the EBU on the part of the Retained Producer, and should the coproduction ultimately not proceed during the EBU Window, the EBU accepts that the development financing will not be repaid.
13. The submission or selection of a proposal does not create any partnership or agency relationship between you and the IMZ and/or the EBU and/or any EBU Member (including those represented in the Bureau). The conclusion of a contract between the EBU and the Retained Producer for the development of the Retained Proposal will not imply any commitment on the part of the EBU nor from its Members to enter into an agreement for the production and distribution of the Retained Proposal, the conclusion of which shall be at the discretion of its Members.
14. To the best of its knowledge, the Producer is the sole originator of the ideas contained in its proposal and has the legal right to submit it to this Call. The Producer will hold the EBU and its Members free and harmless from, and indemnify them for loss or damage, including legal costs, resulting from any non-compliance on your part with these terms and conditions.
15. Proposals including the participation of high-profile personalities or artists should demonstrate at the time of the pitching session the firm commitment of any such personnel to the project. The subsequent failure of such personnel to take part in the production under the terms originally described will constitute a breach of contract and could result in the annulment of the Development Agreement.
16. The IMZ and EBU reserve the right to reject any or all proposals received in response to this Call. By submitting a proposal, the Producer agrees that it shall have no right of recourse against any decision in relation to this Call or the award of any contract for the development of the Retained Proposal.
17. The Retained Producer(s) will get 20% of the EBU-Development Funding in advance. The remaining 80% will be paid by the EBU in four installments according to the agreed milestones.