

# Film i Skåne's legal framework concerning co-production of film and TV series

As a co-producer, Film i Skåne requires that expenditures are made within the Skåne region and also lays claim to the film licensing rights of the productions they participate in.

## Co-production and co-production deals

Film i Skåne doesn't collaborate in film productions that have already been initiated or where the co-production deal has already been negotiated, unless this deal can be dissolved and renegotiated between all involved parties. The producer of the film is required to draft a co-production contract for negotiation between all co-production parties. Along with this contract, we also require the following attachments: film script, budget, liquidity plan and any other contracts that regulate the film production, distribution and/or sales process. The legal framework of Film i Skåne needs to be attached to the co-production contract and signed by all parties. The film producer must also submit written proof that financing of the entire project has been secured.

## Expenditure in the Skåne region

Expenditure in the Skåne region pertains to those production costs spent on staff and/or production companies that are registered and who pay taxes in the Skåne region. Film i Skåne gives priority to projects with a high degree of expenditure within Skåne. The co-production deal must specify how much of the budget is allocated to expenditure within Skåne. The producer must commit to clearly indicating these regional costs in their bookkeeping and specifying them in the final accounts for the film project. The co-production deal must also determine what happens in case of producers not meeting their commitment regarding expenditure in Skåne.

## Licensing and revenue rights from film sales

Film i Skåne is to benefit from the film proceeds on the same terms as the other co-producers (based on the "pari passu" principle) and the distribution of revenue will be made according to the ratio of capital invested in the co-production (so-called "pro rata").

## Rights and requirements concerning usage of film-related promotional materials

Film i Skåne shall obtain the screening rights to the film - without paying screening fees - at non-commercial events that are organised or attended by Film i Skåne. Film i Skåne and their owner Business Region Skåne AB, along with subsidiaries, shall obtain the rights to show excerpts from the film when promoting the business group's activities, whilst also gaining access to press material, including still images, for use on the internet and in promotional materials.

## Rights concerning usage of the film for film educational activities.

Film i Skåne operates with a film educational approach, striving to increase knowledge around film and media. This is done through courses and seminars, but also by running a film educational center within Ystad Studios. Film i Skåne shall obtain, in consultation with the main producer, the rights to show short excerpts and still images from the film set, along with a geographical indication of the shooting location. Film i Skåne shall be granted access to parts of the film script, as comparison material between script and finished film. Film i Skåne shall, at their own expense, and at a time that doesn't interfere with filming, be granted access to the film studio set and shooting locations, provided permission is granted by any third party. This documentation shall

be made available at Ystad Studios Visitor Center for the purpose of inspiring individual film creativity and for use in other Film i Skåne film educational activities. After the completion of the film, Film i Skåne shall, in consultation with other co-producers, be allowed to make use of discarded studio sets and props in the film educational center. Film i Skåne shall, in consultation with the main producer and at a time that doesn't interfere with filming, be granted access to display studio sets inside Ystad Studios. Film i Skåne shall, after consultation with other co-producers, the actor concerned and in accordance with an agreement on financial compensation, make available short excerpts from the film or, alternatively, shoot an additional sequence for creative use in the film educational center.

## **Credit**

Films co-produced by Film i Skåne must clearly state this in its main text. Film i Skåne is to be credited in the same place and manner as the other co-producers, including the usage of logotypes in the closing credits and in all promotional materials that are produced in connection with the film. If the film has been shot in Ystad Studios, this must be clearly stated in the film credits. The film's opening and closing credits are to be approved by Film i Skåne.

## **Additional conditions**

Feature films co-produced by Film i Skåne should have an additional cinematic premiere in the Scanian municipality where the main part of the shooting took place. This special screening is to take place prior to the official film premiere. The producer of the film is obliged to actively participate in the planning and carrying out of this premiere.

The producer shall make available at least one physical copy of the film after its premiere, for the purpose of distribution to smaller cities in Skåne. The producer is obliged to, free of charge, deliver the film as a digital file in HD definition and the format H264. During the film's DVD distribution phase, one of these distributed DVD copies should be sent to Film i Skåne, free of charge. It is the responsibility of the producer to inform the distributor of this requirement.