

**EXECUTIVE PRODUCER AGREEMENT**

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**BY AND BETWEEN :**

<>  
with its registered office located <>

Hereinafter referred to as "COMPANY"

Acting on his own and in the name and on behalf of :

<>  
with its registered office located <>

Hereinafter referred to as the "AGENCY"

**ON THE ONE HAND**

**AND:**

<>  
With its registered office located at <>

Hereinafter referred to as the "EXECUTIVE PRODUCER"

**ON THE OTHER HAND**

**WHEREAS**

AGENCY has appointed COMPANY to produce an advertising film entitled <> (hereinafter referred to as the "Work") promoting the product <> on behalf of <> (hereinafter referred to as the Advertiser).

COMPANY wishes to commit EXECUTIVE PRODUCER to manage the Work's executive production as set forth hereinafter.

**IT IS HEREBY AGREED**

**ARTICLE 1. MISSION**

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**1.1.** COMPANY commits EXECUTIVE PRODUCER with the preparation, shooting, post production and finalization of the Work, which shall conform to the following features:

|                              |    |
|------------------------------|----|
| Length(s):                   | <> |
| Format(s):                   | <> |
| Shooting dates:              | <> |
| 1st version delivery date:   | <> |
| Final version delivery date: | <> |

**1.2.** EXECUTIVE PRODUCER shall obtain the prior written agreement of COMPANY for any artistic and technical decision in the relation with the Work executive production.

## ARTICLE 2. EXECUTIVE PRODUCER'S UNDERTAKINGS

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The EXECUTIVE PRODUCER shall manage the preparation, shooting, post production and finalization of the Work, until its final delivery and approval by COMPANY.

EXECUTIVE PRODUCER mainly undertakes to:

- obtain all necessary authorizations enabling the shooting of the Work (i.e. shooting authorizations, hiring of children actors, use of copyrighted furniture or artworks if any etc.);
- keep the accounts of any expense in relation with the making of the Work;
- enter into any insurance contract aimed at protecting (i) individuals involved in the preparation, shooting, post production and finalization of the Work and (ii) equipments in relation with the same;
- execute any and all agreements with any and all persons and entities directly and/or indirectly involved in any manner in the preparation, shooting, post production and finalization of the Work (director, actors, technical team, suppliers etc.);
- execute any and all agreement with any right owner on the Work or of any element embodied therein (including copyright and neighbouring rights) allowing COMPANY, AGENCY and Advertiser to use, copy and broadcast the Work for the duration of copyright and neighbouring rights as resulting from applicable laws and regulations and as it may result from future extension of the said duration, in the whole world, by any and all means and on any and all media and devices;
- execute any and all agreement with any and all persons and entities involved in any manner directly and/or indirectly in the composition, lyrics, publishing, performance and recording of any music embodied in the Work, for any and all use in relation with the Work, for the whole world and for the duration of copyright and neighbouring rights as resulting from applicable laws and regulations and as it may result from the modification of such laws and regulations.

The final versions of any and all contracts with third parties shall be formally approved by COMPANY prior to their execution.

## ARTICLE 3. BUDGET

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The agreed budget for the executive production of the Work amounts to <> (<> euros) VAT excluded (hereinafter referred to as the "Budget").

This amount shall be paid as follows:

(i) <> € to be paid at the latest on <>, subject to the presentation of a valid invoice by EXECUTIVE PRODUCER;

(ii) <> € to be paid at the latest on <>, subject to the presentation of a valid invoice by EXECUTIVE PRODUCER;

(iii) balance payment shall be made within <> days following the validation of the final version of the Work, subject to the presentation of a valid invoice.

Budget includes all amounts due for the preparation, shooting, post production and finalization of the Work (including, but not limited to (i) actors, directors, technical and administrative team remuneration, (ii) material, film, transportation costs, (iii) Work editing, post-production and music synchronisation costs, (v) insurance, unexpected expenses, (v) EXECUTIVE PRODUCER's fees etc.).




Any complementary expense shall be exclusively born by EXECUTIVE PRODUCER, without entitling the latter to claim any right of any kind on the Work.

#### **ARTICLE 4. DELIVERY AND VALIDATION OF THE WORK**

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**4.1.** Prior to delivery of the final version of the Work, EXECUTIVE PRODUCER shall submit a first synchronized cut and edited version of the Work to COMPANY at the latest at the date set forth hereinabove. EXECUTIVE PRODUCER undertakes to carry, without any further cost, any and all modifications requested by COMPANY, subject to director's moral rights.

**4.2.** The final version of the Work in a format fully cut, edited, assembled, and closed-captioned with such proper color and shading intensity as is customarily required for Public exhibitions broadcasting and Internet media shall be delivered at the date set forth hereinabove, on the following media (hereinafter referred to as the Final Material):

- A) ;
- B) ;
- C) .

**4.3.** The Work shall be of first-class quality, free from blemishes and scratches, and commercially and technically satisfactory to COMPANY, AGENCY and Advertiser.

#### **ARTICLE 5. USE OF THE WORKS**

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**5.1.** As set forth article L.132-23 of the French intellectual property code and as agreed by the Parties, COMPANY shall be the sole and exclusive owner of (i) any and all intellectual property rights on the Work and on (ii) the devices embodying the Work and any of the rushes in relation with the same.

**5.2.** COMPANY and its licensees shall hold the exclusive rights to:

- reproduce and have reproduced, release and have released, sell and have sold, broadcast and have broadcasted and more broadly to use the Work by any means, on any and all devices and media, in the whole world, in public and private places without time limitation and under any trademark whatever;

- use, reproduce and have reproduced, release and have released, broadcast and have broadcasted on any and all devices and media, names, photographs, biography, pseudonyms of the Work's Director as well as of any person appearing in the Work, in the whole world, in public and private places without time limitation in relation with the Work.

**5.3.** COMPANY shall be entitled to shorten, translate, overdub and/or add subtitle the Work, subject to its authors' moral rights. EXECUTIVE PRODUCER warrants that it has obtained the agreement of any concerned moral right owner allowing COMPANY to overdub and subtitle the Work and hold it harmless from any claim from any third party in relation with such overdubbing and subtitling.

#### **ARTICLE 6. WARRANTIES**

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EXECUTIVE PRODUCER warrants and represents that:

- it has obtained all necessary authorizations in relation with the preparation, shooting, post production and finalization of the Work;

- it is fully entitled to transfer, on an exclusive basis, any and all rights into the Work to COMPANY and that no part of the same, or any use thereof by COMPANY and/or any of its licensee, will violate any law or infringe upon or violate the rights of any person or entity.

EXECUTIVE PRODUCER agrees to indemnify and hold COMPANY and its licensees harmless from any third party's claims, damages, expenses (including reasonable outside counsel fees and legal costs), in connection with the use of the Work.

## **ARTICLE 7. REGISTRATION OF THE WORK**

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7.1. COMPANY, as the sole and exclusive producer and owner of any and all intellectual and material property rights on the Work, shall be exclusively entitled to register and/or have registered the Work towards any organization and/or entity, and to proceed to any renewal of such registration in the whole world.

In this purpose, EXECUTIVE PRODUCER undertakes, upon request, to provide COMPANY with any certificate, testimony or any other documentation necessary to proceed to the registration and enforce the protection of intellectual property rights relating to the Work.

7.2. EXECUTIVE PRODUCER shall ensure that the master of the Work and any copy of the same made upon its request will conspicuously bear the following : © **<year>** **<>**.

## **ARTICLE 8. INSURANCE**

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EXECUTIVE PRODUCER warrants COMPANY that it has subscribed any and all necessary insurance covering any and all risks for people and goods on any concerned territories (including France) until the validation of the final version(s) of the Work.

EXECUTIVE PRODUCER shall exclusively bear the consequences of any insufficient and/or inadequate insurance and hold COMPANY and its licensees harmless from any third party's claims, damages, expenses (including reasonable outside counsel fees and legal costs), in connection with preparation, shooting, post production and finalization of the Work

## **ARTICLE 9. INTUITU PERSONAE**

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Any change in COMPANY's legal and/or material structure and/or organization, such as sale, merger transfer of all and/or a part of its assets, stock or business shall alter the performance of this agreement. In any event, the agreement will bind and inure to the benefit of the Parties, successors and permitted assigns of COMPANY if any.

Notwithstanding the foregoing, EXECUTIVE PRODUCER has been hired on a *intuitu personae* basis and therefore shall not assign or subcontract whole or part of the of its obligations under this agreement without obtaining COMPANY's prior written consent, which, if given, shall not affect EXECUTIVE PRODUCER's obligations or liabilities under this agreement.

## **ARTICLE 10. CONFIDENTIALITY**

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EXECUTIVE PRODUCER shall maintain the most absolute professional secret regarding any information in relation with the Work and this agreement (such as but not limited to the existence of the Work's project, artistic and technical issues and choices, financial and business issues, advertiser and/or actors identity, etc.) for the duration of this agreement's performance as well as after its termination, without time limitation.

## **ARTICLE 11. APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION**

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This Agreement is governed by French laws.

Any dispute arising out of or relating to this Agreement, its existence, formation, execution, construction, performance and/or termination shall be assigned to the exclusive jurisdiction of the

competent courts within the district of the Court of Appeals of Paris, notwithstanding a plurality of respondents or a guaranteed appeal, even for urgent or on-demand proceedings.

Signed in Paris, <>

In two copies

**FOR COMPANY**

**EXECUTIVE PRODUCER**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: