



TEMPTATIONS

EUROVISION CHILDREN'S DRAMA SERIES 2009

RULES

1. THEME/CONCEPT OF THE DRAMA SERIES

The production of the Children's Drama Series is based on an exchange of Drama Programmes produced by EBU Members. The common theme of the Drama Series shall be "Temptations" and each Drama Programme should tell a short story for children aged from six to nine years old.

2. PARTICIPATION

All EBU Members interested in participating in the Eurovision Children's Drama Series 2009 must complete the confirmation of participation form (Appendix 1 hereto) and return it by 31 January 2009 by e-mail to vasova@ebu.ch or by fax to +41 22 747 4823.

Until **13 April 2009** any EBU Member having applied to participate may withdraw without incurring any financial penalty.

After **13 April 2009** all EBU Members having applied will be regarded as Participating Organizations and their participation will be considered definitive and binding. Consequently, if after that date a Participating Organization withdraws or is required to withdraw for non-compliance with these Rules it shall remain liable for paying 100% of its final financial contribution.

By applying to participate in the Series, each Participating Organization hereby agrees:

- ✓ to produce and deliver at least one Drama Programme in compliance with the present Rules and to bear all the costs related thereto;
- ✓ that all Participating Organizations and the EBU shall be entitled to exploit the Drama Programme in question as per the provisions hereunder;
- ✓ to adhere to the timetable fixed, remain in contact with the Executive Producer and inform the latter of its production schedule so that the Executive Producer can make arrangements accordingly;
- ✓ to pay its final financial contribution to the EBU as agreed.

3. EXECUTIVE PRODUCER'S ROLE

An Executive Producer, a top professional with experience in the field of drama for children shall be appointed to:

- ✓ supervise the overall production of the Drama Series,
- ✓ ensure that each Drama Programme is suitable for broadcasting by all the Participating Organizations, i.e. that it has been produced in conformity with the present basic Rules and is of the required standard.

The Executive Producer shall work in conjunction with the producer/author/director designated by each Participating Organization, with the support of the Head of Children's Programmes in each

Participating Organization. The Executive Producer has the authority to approve or reject a script, to take the necessary editorial decisions and to propose the exclusion of an Organization from the Series if it does not abide by the script initially approved or the basic Rules or if it is unable or unwilling to accept the Executive Producer's decision. The decision to exclude a Participating Organization shall be approved by the Presidency of the Eurovision Children and Youth Experts Group.

4. FINANCIAL CONTRIBUTION OF THE PARTICIPATING BROADCASTERS

The Executive Producer shall be paid by the Participating Organizations and shall receive a single lump sum to cover all costs (salary, telephone, travel and accommodation costs for maximum one visit to each Participating Organization/participation in group edit sessions etc.).

Another lump sum shall be charged by the Permanent Services to cover their co-ordination costs for the series (under the user-pays system).

These lump sums shall be divided equally among all the Participating Organizations, which shall be invoiced by the EBU Permanent Services once the Drama Series has been completed. If necessary, the Executive Producer can apply for an advance payment from the EBU Permanent Services.

The financial contribution to be paid by each Participating Organization shall be in addition to its production costs for the Drama Programme it undertakes to produce and deliver hereunder.

5. PRE-PRODUCTION OF THE SERIES

Participating Organizations should submit at least two story proposals on the agreed theme to the Executive Producer for appraisal, as well as to the EBU by 31 January 2009 at the latest. If both stories submitted by a given Participating Organization are unsuitable, or if there is a duplication of story lines within the overall Drama Series, the Participating Organization in question shall deliver additional stories upon request by the Executive Producer.

The producers/directors and/or heads of children's programmes from the Participating Organizations shall meet with the Executive Producer to discuss all the stories to be included in the Drama Series and to agree on the overall conception thereof.

Participating Organizations should submit a first draft script to the Executive Producer by no later than **13 April 2009**. Several further drafts of the script shall probably be required before the Executive Producer gives approval to the final shooting script.

Filming shall not begin without the Executive Producer's approval of the final shooting script.

The heads of children's programmes of each Participating Organization should support the Executive Producer throughout the production process, being involved from the start of the process and following its evolution.

6. PRODUCTION

Each Participating Organization undertakes to deliver to the other Participating Organizations and to the EBU at least one Drama Programme designed and produced by professionals especially commissioned and working under the supervision of the Head of Children's Programmes of the Participating Organization concerned or an equivalent person.

The Drama Programmes to be produced and delivered hereunder are expected to comply with the following conditions:

- ✓ Each Drama Programme should recount a short story for children aged from six to nine years old.

- ✓ Each programme shall have a precise duration of 14 minutes 45 seconds (including a maximum of 15 seconds of credits, to be shown at the end of the programme).
- ✓ The **common theme** of the Drama Series shall be "**Temptations**".
- ✓ Stories should feature children from all social backgrounds, have clear plots and take account of the audience's enjoyment of action, adventure and fantasy. However, stories should not rely only on plot. They should also be character-driven and appeal to the emotions of the target audience.
- ✓ The main character/actor should be between eight and nine years old.
- ✓ Producers may use an out-of-vision third-person story-teller or have a narrative in the first person, provided that a script is available in English. Narration will subsequently be dubbed in the national language of the transmitting country. The narrative should not constitute a total of more than five minutes of the overall programme length, and a shorter narrative is desirable where possible. There may be no narrator at all.
- ✓ The narrative should be visually driven although a few words of dialogue with no importance to the story (and therefore not requiring translation) are acceptable. The script must include every word of the intended dialogue. Any synchronous dialogue should be understood through the action or the narrative.
- ✓ The music should be an original composition.
- ✓ The Programme should be produced in 16:9 format, in stereo and delivered on a Digital Betacam. Participating Organizations unable to produce and deliver in 16:9 format shall produce the programme in the 4:3 format.

7. POST-PRODUCTION

At the end of shooting, and before final editing, the Executive Producer shall meet, if necessary, with each Participating Organization to view the rough-cut programme, either individually or in groups, agree on editing and finalize arrangements.

To limit travel costs, the dates of these meetings shall be decided in advance, in agreement with the Executive Producer and each Participating Organization. Participating Organizations undertake to respect these dates. If a Participating Organization cannot meet the agreed deadline and schedule, it shall have to pay for the travel expenses of the Executive Producer to visit the country.

The head of children's programmes of each Participating Organization, or a deputy, shall attend the viewing session of rough-cuts with the producers/directors of the Drama Programme and the Executive Producer in the editing room.

8. TAPES AND CREDITS

For **broadcast master tapes** applies:

Each programme shall be delivered with the title and the closing credits (maximum of 15 seconds) in English and with a 20 seconds long trailer.

The opening sequence shall feature the Eurovision logo and the closing credits must include the name of the Executive Producer, the Eurovision logo (on slide) and the EBU name.

The title shot and the credit shot should be inserted without title and credits on the same tape after the programme and followed by the trailer. Any participant who wants the title and credits in their national language can use these inserted shots to do so.

The programme starts at time code 10.00.00.00 and ends at 10.14.45.00, the title shot without title is inserted at time code 10.15.00.00 and the credit shot without credits is inserted at 10.15.30.00. The trailer is inserted at 10.16.00.00.

The duration of each programme must be precisely 14 minutes 45 seconds (including 15 seconds of credits)

For the **screening tapes in English** applies:

Each programme shall be translated in English and delivered with the Eurovision logo before the film and after the closing credits.

9. **DELIVERABLES**

Each Participating Organization shall deliver to the Participating Organizations and to the EBU in Geneva:

- ✓ One master broadcast tape in the 16:9 on a Digital Betacam. Participating Organizations will need to specify if they wish to receive the Drama Programmes on Betacam SP from the other Participating Organizations
- ✓ The programmes shall be delivered with the international version on separate soundtracks (tracks 1 and 2 = original mixed audio, complete national version; tracks 3 and 4 = international audio, i.e. music & effects mixed with the synchronous voices).

Each Participating Organization shall deliver to the EBU in Geneva:

- ✓ its Drama Programme(s) in an English version (screening tape) on Betacam and on DVD
- ✓ its Drama Programme(s) broadcast master tape
- ✓ a full time-coded script - including the closing credits - in English
- ✓ a full time-coded script in original language
- ✓ detailed information on the music (name of composer, title of musical work and exact duration) to enable the recipient to settle copyright questions with the relevant collecting society;
- ✓ promotional material for the media, including between three and five still pictures (photographs) from its Programme, if possible in electronic .jpg format.

All materials except tapes will be sent by e-mail and gathered on the EBU FTP server or website to serve all co producers

10. **SCREENING AND EXCHANGE**

All the Drama Programmes shall be presented at the annual Eurovision Children and Youth Experts' Drama screening meeting, during which the Participating Organizations shall select the Drama Programmes they wish to transmit. It is recommended that the producers/directors of each Drama Programme attend this presentation.

All Drama Programmes have to be in English version for this presentation (voice-over or subtitles).

Drama Programmes are then exchanged. No copy costs shall be charged to the Participating Organizations or to the EBU. All Deliverables shall be sent to those Participating Organizations interested, at the sender's expense, by 31 May 2010.

11. RIGHTS AND EXPLOITATION

11.1 ACQUISITION OF RIGHTS

11.1.1 Each Participating Organization shall contract with all the Contributors and rights-holders related to its Drama Programme(s) so that the Participating Organization shall have the exclusive and transferable right to exploit the Drama Programme(s), in all or in part, in any language, on a worldwide basis, for at least ten years as from 31 May 2010 via:

(i) the "**Linear (Standard) Television Rights**", i.e. the transmission of the Drama Programme(s), with or without accompanying sound, for simultaneous reception by the public, in private or public places, by any technical means (such as terrestrial transmitters, satellite, cable, fibre, telephone lines, mobile telecommunications technology, broadband (DSL), the Internet, or any combination thereof, in whatever technical standard (such as analogue, digital or high definition), for reception and display on any type of device (including but not limited to television sets, giant screen, computer screen, hand-helds, and mobile telephones), in traditional, interactive television or closed circuit mode, irrespective of the mode of financing of the service (such as free of charge or against payment);

(ii) the "**Non Linear (On-demand) Rights**", i.e. the transmission of the Drama Programme(s) as mentioned above under (i) except that instead of a linear transmission there is a set-up whereby individual users may choose the time and the place of reception through access to the signal of their choice made available for that purpose on an electronic database, including downloading by members of the public free of charge or against payment;

(iii) the "**Video Rights**", i.e. the production and the distribution of any pre-recorded video device and/or interactive products such as computer programmes, including DVDs, laser discs, CD-ROMs and any other form of video and/or interactive carrier, whether now known or hereafter invented, intended for private home use, but excluding any television service;

(iv) the "**Non-Commercial Video Rights**", i.e. the exploitation of the Drama Programme(s) for lease or sale to schools and/or other educational institutions for educational purpose only - to the exclusion of any transfer by such schools and/or educational institutions to any third party, including any pre-recorded video device, including DVDs, laser discs, CD-ROMs and any other form of video carrier, whether now known or hereafter invented, but excluding any television service;

(v) the "**Public Performance Rights**", i.e. the exhibition of the Drama Programme(s) in public, whether in open or closed venues and whether or not the audience makes a specific payment to see and/or hear the Drama Programme(s);

(hereafter collectively referred to as the "**Rights**").

11.1.2 Each Participating Organization shall contract with all the Contributors on terms whereby the Participating Organization shall have all such rights and consents as are necessary to edit, cut (including changing the duration of the Drama Programme(s), alter, adapt, translate, close caption, dub and/or subtitle in any language the Drama Programme(s).

In no case shall the Participating Organization exercise such rights in a manner which shall prejudice the integrity of the Drama Programme(s).

11.1.3 In no case shall a Participating Organization include material or performances in the Drama Programme(s) for which any or all of the rights, consents and waivers of moral rights mentioned under Clauses 11.1.1 and 11.1.2 above have not been obtained by the Participating Organization.

11.1.4 Each Participating Organization shall also obtain from the Contributors the right to make, issue and exploit and authorize to make, issue and exploit publicity and promotional material in relation to their contributions, including the right to use their names, likenesses, photographs and biographical material and recordings of their voices.

11.1.5 Each Participating Organization shall indemnify all other organizations concerned and the EBU against any claims whatsoever arising from authors, composers, artists, publishers, producers or

any other persons or entities in respect of any of the broadcasts or other uses of the Drama Programmes pursuant to the foregoing rule.

11.2 GRANT OF RIGHTS TO THE PARTICIPATING ORGANIZATIONS

Between the Participating Organizations and the EBU and between the Participating Organizations individually it is hereby agreed as follows:

11.2.1 Each Participating Organization shall be granted for its national Territory, on an exclusive and transferable basis, in its national language(s) and for a period of ten years as from 31 May 2009, (i) the Linear (Standard) Television Rights, (ii) Non-Linear (On-demand) Television Rights, (iii) Public Performance Rights, (iv) Non-Commercial Video Rights and (v) Video Rights in the Series (collectively referred to as the "**Participating Organizations' Rights**"), as well as the right to cut (including changing the duration of the Drama Programmes), edit, alter, add to or delete anything from the Drama Series for the purposes of exploiting the Participating Organizations' Rights. Each Participating Organization shall be authorized to retain for itself any and all income which it may generate from the exploitation of these Rights in its Territory;

11.2.2 Each Participating Organization shall be responsible for its national version of the Drama Programmes and is entitled at its own cost to dub and/or subtitle the Drama Programmes in its national language, provided that in so doing each Participating Organization shall contract with all contributors to such national language version(s) on the same terms as the Participating Organizations are required to contract with contributors under Clause 11.1 above.

11.2.3 Any decision which may be necessary in the future on any matters once the Drama Series has been completed and Delivery has been effected and accepted shall be taken by a simple majority of the Participating Organizations;

11.2.4 A Participating Organization shall not be in breach of this Agreement if a broadcast made in or uplinked from the Territory of such a Participating Organization in accordance with the terms of these rules overflows onto the Territory of another Participating Organization and/or into another country, inasmuch as such overflow is unintentional and cannot reasonably be avoided. Similarly, it is hereby agreed that a Participating Organization shall not be in breach of this Agreement if DVDs or other similar carriers produced under this Agreement and put on sale on any part of the EBU Territory are then exported and sold in other parts of the EBU Territory. When exploiting the Non Linear (On-demand) Rights, the Participating Organizations shall ensure that the service through which these Rights are exercised is protected in such a way that the Drama Programmes can be accessed only by users on the Participating Organization's Territory.

11.3. COMMERCIAL EXPLOITATION AND SHARING OF INCOME

11.3.1 The Participating Organizations hereby entrust the EBU with the commercialization of the Drama Series throughout the world.

To that end, the EBU shall be granted in all languages, on a worldwide and exclusive basis and for a period of ten years as from 31 May 2010 all rights to exhibit, transmit, distribute or otherwise howsoever exploit the Drama Series, including, without limitation, the (i) Linear (Standard) Television Rights, (ii) Non-Linear (On-demand) Rights, (iv) Video Rights, (v) Non-Commercial Video Rights, (vi) Public Performance Rights, in and to the Drama Series (in all or in part) in all languages (collectively referred to as the "**Rights**"). The granting of Rights shall include without limitation the following:

- (i) The right to cut, edit, alter, dub, subtitle, close caption (in any and all languages), change the Drama Series title, add to or delete anything from the Drama Series for timing purposes, censorship requirements, and/or to render the Drama Series suitable for particular markets;
- (ii) the right to use excerpts and clips from the Drama Series;
- (iii) the right to publicize and advertise the Drama Series individually and/or in conjunction with any other programme and/or to give away copies of the Drama Series for the purpose of review, advertising and/or promotion;

- (iv) the right to use the names, biographies, likenesses and voices of any and all Contributors;
- (v) the right to prepare synopses of the Drama Series;
- (vi) the right to take all such action as is reasonably incidental to or necessary for the full exploitation of the rights granted hereunder to the EBU and to undertake the commercialisation of the Series;
- (vii) By means of a specific request made to the EBU Permanent Services, the right to make the Drama Series or certain Drama Programmes available to certain EBU Members from countries in crisis free of charge or on favourable terms to be determined, or to RTK Kosovo in accordance with the Services Agreement signed between EBU and RTK.

The EBU shall exploit the Rights throughout the world but outside the Participating Organizations' Territories. The EBU shall be entitled to undertake the commercialization of the Drama Series itself or to appoint one or more distributors and/or agents, and enter into, amend or cancel any agreement in relation to that commercialization of the Drama Series throughout the world, but outside the Participating Organizations' Territories, at its own discretion.

11.3.2 Any net income from the commercial exploitation of a Drama Programme shall revert to the Participating Organization which produced it. The EBU shall be entitled to retain for itself 10% of any income received pursuant to the commercialization of the Drama Programmes, to cover its administrative and coordination costs. All monies payable under this Agreement are exclusive of any Value Added Tax, sales tax and/or any other charges, and any Value Added Tax, sales taxes and/or other charges shall be payable, if applicable, subject to the issue of a valid invoice therefor.

12. TIMETABLE

31 January 2009	Participating Organizations confirm their participation in the 2009 Drama Series and select the director/producer of the episode and send their names, CVs and contact details to EBU Geneva and to the executive producer and Deadline for dispatch of at least two story proposals to the EBU and to the Executive Producer.
13 April 2009	Final and binding commitment by Participating Organizations. and First draft scripts to be delivered to the Executive Producer.
7, 8 May 2009	Production meeting attended by all Participating Organizations and the Executive Producer to discuss the content of the Drama Series and the individual Drama Programmes.
31 July 2009	Deadline for all scripts to be approved. It is recommended that the latest final scripts be ready at least six weeks before shooting.
June to November 2009	Production and post-production.
August 2009	Deadline for announcing edit dates. Where this is not possible the Participating Organization must provide the dates to the Executive Producer 14 working days in advance and retain some flexibility in case the Executive Producer is not available at that time.
November 2009 to January 2010 at the latest	The Executive Producer visits each Participating Organizations or group meetings are organised to view the rough-cuts. Before the meeting / visit, Participating Organization will provide the Executive Producer with the rough cuts on DVD, with the related time-coded script in English.

- 31 March 2010 All productions are ready, DVDs with final version are delivered to the Executive Producer, and tapes, DVDs and broadcast materials are sent to the EBU
- May 2010 (TBC) Presentation of the complete Drama Series and selection of Drama Programmes by the Participating Organizations. The producers and/or directors of all Drama Programmes should attend this presentation.
- 31 May 2010 Delivery of selected Drama Programmes to the Participating Organizations and to the EBU.

1 Appendix



TEMPTATIONS EUROVISION CHILDREN'S DRAMA SERIES 2009

This form should be completed and returned, signed by a duly authorized
representative,

to Ms Anna Vasova at the Eurovision TV Department
by e-mail vasova@ebu.ch or by fax: +41 22 747 4823
by 31 January 2009 at the latest.

I (name and function).....

of (organization).....

Function

Phone.....e-mail.....

- ✓ hereby confirm that my organization wishes to take part as a Participating Broadcaster in the EUROVISION CHILDREN'S DRAMA SERIES 2009
- ✓ hereby certify that my organization agrees to abide by the Rules of the EUROVISION CHILDREN'S DRAMA SERIES 2009
- ✓ hereby confirm that my organization shall be liable to pay its final financial contribution if it has not withdrawn by 30 April 2009.

Signature:.....Date:.....