

ANNEXE 2:

Assignment of rights for videos, photos and sound recordings acquired from third parties outside a framework contract



EUROPEAN COMMISSION
DIRECTORATE-GENERAL COMMUNICATION
MULTIMEDIA COMMUNICATION

Audiovisual Service

COMM/C-1 D (2008)

ASSIGNMENT OF RIGHTS

Assignor: Janine Wolf, LOBOCITOfilm Berlin

Content of documents assigned: 2 Digital Beta Tapes, 2 Beta Tapes, 10 DVD

Entire duration: 5 spots x 22 languages x 1 minute

Article 1

The assignor shall assign exclusively to the European Commission all copyright and related rights associated with the film, photographs, sound recordings or other elements of the film necessary for producing, making, publicising and distributing the film, photographs and/or sound recordings. These rights shall include rights of reproduction, communication to the public, secondary use and derived use of the film, photographs and/or sound recordings and, in particular, the rights listed below:

1.1. The right of reproduction and, in particular:

- the right to record or commission the recording of photographs in black and white and in colour, in two and three dimensions, original and dubbed sound, titles or sub-titles, fixed film photographs and animated sequences, texts and programmes which comprise the film, and to do so on all media, whether mechanical, optical, magnetic, electronic, etc., known or unknown at this date, and by all analog or digital processes known or unknown at this date, in all definitions and in all formats, using all framing ratios;
- the right to make and/or commission the making of, in such numbers as the European Commission or those entitled under it see fit, one or more originals, duplicates and/or copies, in all formats and by all procedures known or unknown at this date and on all mechanical, optical, magnetic, electronic, analog or digital and/or optical-digital media known or unknown at this date;
- the right to deal with all manufacturers and producers of videos and sound recordings for the use, reproduction, communication to the public and distribution of the film, photographs and/or sound recordings on all videos and sound carriers and, in particular,

- on videocassettes, videodiscs, DVDs, CD-Roms or on any other medium or by any procedure known or unknown at this date;
- the right to put into circulation or commission the putting into circulation of these originals, duplicates and/or copies, for sale, hire, loan for public use and private use by the public, and in general for all communication to the public using the methods of distribution set out in the following paragraphs;
- the right to create or commission the creation of all language versions of the film and/or sound recording as well as dubbed, sub-titled and/or localised versions in all languages;
- the right to digitise the film, the photographs and/or sound recordings, to store it on any medium, to modulate, compress and decompress or use any other technical procedure of the same kind with regard to the film, digital photographs and/or sound recordings, for the purposes of storing, transferring and/or distributing the film or sound recording;
- the right to hire and loan.

1.2. The right to communicate to the public, in particular:

- the right to communicate to the public or authorise the communication to the public of the film, the photographs and/or sound recordings, worldwide, in all original, localised, dubbed and/or sub-titled versions, in all languages, in all public places, by all broadcasting bodies, by wave transmission, cable transmission, satellite transmission, digital television, and all other telecommunication networks, etc. and by all audiovisual procedures on all media known or foreseeable, unknown and unforeseeable at this date;
- the right to authorise the communication of the film, the photographs and/or sound recordings by all bodies other than the broadcasting and television company and in a general manner, the right to show, make or distribute the film, the photographs and/or sound recordings in any way using all methods known or unknown at this date;
- the right to broadcast or to commission the broadcasting of all or part of the film, the photographs and/or sound recordings worldwide, to all audiences in the original, dubbed and subtitled versions, in all languages and on all networks, such as IT and computer networks, in particular on the Internet, by all procedures used for these types of distribution;
- the right to use the film, the photographs and/or sound recordings privately;
- the right to communicate the film, the photographs and/or sound recordings to the public on the premises of cultural and educational institutions, whether public or private, whether domestic or foreign (museums, libraries, educational and training establishments, etc.), on internal networks belonging to companies, corporate groups or all other natural or legal persons, whether public or private, domestic or foreign;
- the right to communicate the film, the photographs and/or sound recordings to the public by means of videos, whether linear or interactive, such as videocassettes, videodiscs, CD-Roms and DVDs (this list being indicative and not exhaustive);
- the right to distribute the film, the photographs and/or sound recordings by all processes which are known, unknown or unforeseeable at this date;
- all forms of communication to the public which are designed to provide information, promote, demonstrate and publicise the film, the photographs and/or sound recordings.

1.3. Rights of secondary use, in particular:

- the right to authorise the reproduction and communication to the public of any extract or fragment of the film, the photographs and/or sound recordings, as well as all the images and sound elements of the film with a view to distribution using all procedures and on all media;

- the right to include the film, the photographs and/or sound recordings in the European Commission's database, accessible to the public free of charge.

1.4. The European Commission shall be able to exercise the aforementioned rights and do so by the conclusion of any contract for this purpose. It shall be able to assign or grant all or some of the rights assigned and all or some of the extracts of the film, photographs and/or sound recordings.

Article 2

For each of the methods listed above, the assignment of rights shall apply worldwide for the entire duration of the copyright, related rights and any extensions thereof.

Article 3

The assignor guarantees:

- that he has acquired all the copyright on the subject, screenplay, dialogue, shooting script, editing, names, image, photographs of individuals and other creative elements of the film and of any individual involved in making the film;
- that he has had assigned to him all the rights ordinarily acquired for all the methods of televisual and audiovisual distribution of the film, photographs and/or sound recordings, these rights being the most extensive possible (including the right of distribution on videos and videodiscs, via transmission on digital networks, via all forms of televisual and audiovisual communication, including pay per view (video on demand, near video on demand, cable, satellite)), on the subject, screenplay, dialogue, shooting script and the other creative elements of the film and, in particular and in a general manner, all the rights of distribution and reproduction on all media and in all formats, all rights to communicate the film and/or sound recordings to the public in cinemas and by audiovisual means, and the right to add or authorise the adding of publicity messages to episodes of the film and/or sound recording, worldwide and for the entire duration of the copyright;
- that he has acquired or is confident of acquiring all the related rights from everyone involved in the performance side and production side of the film, photographs and/or sound recordings;
- that he has settled all the copyright on the music track of the film;
- that the film, the photographs and/or sound recordings do not violate the rights of any third party and that, where appropriate, he has obtained all the requisite authorisations from these third parties and has met all his obligations towards these third parties;
- that he has obtained all the requisite authorisations from all recognisable persons represented in the film, photographs and/or sound recordings and has met all his obligations towards these third parties.

Article 4

The assignor guarantees that:

- the film, the photographs and/or sound recordings will not make any allusions to persons or events which are likely to provoke a lawsuit, nor bear any unlawful resemblance to other works;
- the elements used in the production of the film, the photographs and/or sound recordings are not borrowed unlawfully from other works;
- the rights acquired have not been assigned to third parties and are not held by them;
- the exercise of these rights has not been entrusted to third parties, other than copyright belonging to authors who are members of authors' associations with respect to rights which these associations normally manage and, to the extent necessary for the management of these rights, the rights which they acquire from authors and other service providers do not violate the rights of third parties;
- this contract sets out all the rights and obligations of the parties and that there is no other impediment or commitment to third parties which could make it impossible or more difficult to perform the services which each party has guaranteed to the other to perform.

Should it transpire that the rights acquired by the assignor have not been acquired lawfully as provided for in this contract, the party at fault shall bear the full cost of, and assume full liability for, the resultant losses and shall assume liability for any costs, compensation and other expenditure which could arise from such fault, including legal defence costs, without prejudice to any rights to damages on the part of the other party.



Janine Wolf
LOBOCITOfilm
Berlin, 4.03.2011

ANNEXE 3:

A. Model release form for photos or videos of adult persons



EUROPEAN COMMISSION
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ATTESTATION

Subject of the photograph/take: Video Spots of “Children Rights”

Date and location of the photograph/take: Berlin, 2010

I the undersigned:

Position (where appropriate): Janine Wolf, Producer LOBOCITOfilm

Resident at:

LOBOCITOfilm, Rungestrasse 22-24, 10179 Berlin, Germany

hereby declare that I have posed willingly and agreed to be photographed or filmed by Clemens Baumeister (Cameraman) and Janine Wolf (Producer)
(*name of photographer, cameraman or producer*) working on behalf of the European Commission.

I authorise the European Commission:

- to make free use of the photographs and films bearing my image in all types of publications, television broadcasts or communications via the Internet;

- to include and archive these photographs and films in the European Union's online database, accessible to the public free of charge online. Third parties with access to the European Union's database may use these photographs and films for information or education purposes only.

This authorisation shall apply worldwide for as long as my image is subject to legal protection.

Janine Wolf, LOBOCITOfilm, Berlin, 04.03.2011