

RULES

ERFURT PRE-SCHOOL ITEM EXCHANGE 2019

25/01/2019

GENERAL REQUIREMENTS	
Various categories of Items (the " Categories ")	1) How Things are Made 2) Nature and Animals 3) Children's Stories 4) The World Around Us
Minimum number of Items to be delivered by each Participant (" Minimum Number of Items ")	5 (five) Possible exceptions admitted (subject to approval of the SG)
Duration of the Item(s) (" Item's Duration ")	Minimum 1 minute and maximum 7 minutes per Item i.e. total aggregate duration of all Items between 5 minutes and 35 minutes
EBU Supervisor	Karen Simha
KiKA Supervisor	Silvia Keil

DEADLINES FOR PARTICIPATION CALENDAR	
Date of dispatch of the Rules to Members by the EBU	End of January 2019
Deadline to confirm participation in the Erfurt Pre-School Item Exchange 2019 (" Application Deadline ")	27 February 2019
Deadline to complete the standard Entry Form (" Entry Deadline ")	27 February 2019
Deadline to upload Screening Session Materials on the Showcase Platform (" Screening Session Materials Deadline ")	11 March 2019
Annual Screening Session / Meeting Dates (Erfurt/Germany)	9 and 10 April 2019
Deadline to submit the Broadcast Materials on the Showcase Platform (" Broadcast Materials Submission Deadline/Exchange Date ")	9 May 2019

DELIVERY SCHEDULE	
SCREENING SESSION MATERIALS	
<p>All the screening versions (subtitled or dubbed) of the Items must be uploaded on the screening/exchange platform Showcase: https://showcase.ebu.ch/gallery/erfurt-pre-school-item-exchange-2019-subtitled-screening-versions-of-the-items <i>A login is necessary to access the platform. Please contact Karen Simha (simha@ebu.ch) for further assistance.</i></p> <p>The Items will be named according to the following scheme: Year_Category_Number in category_Channel_Title_Version Example: 2019_3_12_KiKA_EneMeneBu_Shoes_Screening</p>	<p>Prior to the Screening Session and in any case no later than 11 March 2019</p>
BROADCAST MATERIALS	
<p>All the broadcast versions of the Items, complete clean feed (no graphics, no captions, no subtitles, no masks or similar effects) are to be uploaded on the exchange platform Showcase: https://showcase.ebu.ch/gallery/erfurt-pre-school-item-exchange-2019-clean-broadcast-versions-of-the-items <i>A login is necessary to access the platform. Please contact Karen Simha (simha@ebu.ch) for further assistance.</i></p> <p>All these will contain premium broadcast quality image and sound and will be delivered in international versions with six separate tracks (stereo) as follows:</p> <ul style="list-style-type: none"> • tracks 1 and 2 = original mixed audio, complete national version • tracks 3 and 4 = mixed music • tracks 5 and 6 = effects/room sound/original voice/narration (<i>EVERYTHING ELSE EXCEPT MUSIC</i>) <p>Items should be organized by category and introduced with a slate / shot that gives: Example: e.g. <i>Beatles, NRK</i></p> <ul style="list-style-type: none"> • Category: e.g. <i>1) Nature And Animals</i> • Item Title: e.g. <i>Beatles</i> • Producer: e.g. <i>NRK / Norway</i> • Duration: e.g. <i>3'39"</i> • Year: e.g. <i>2019</i> 	<p>As soon as possible and no later than 9 May 2019</p>
ADDITIONAL DELIVERY MATERIALS	
<p>The following material can either be sent by email to simha@ebu.ch, or uploaded on the Showcase platform together with its related item (broadcast version):</p> <ul style="list-style-type: none"> ✓ a full time-coded script - including the closing credits - in English ✓ a full time-coded script in original language when applicable ✓ Synopsis containing any relevant fact, details and references allowing each Participant to put the Item in the right context; compulsory for all factual Items. ✓ Detailed Music Cue Sheet (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, including maximum three still pictures (in jpg. format) per Item, any other useful and relevant information on the Items 	<p>As soon as possible and no later than 9 May 2019</p>

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SECTION 1 THE ERFURT PRE-SCHOOL ITEM EXCHANGE

1.1) CONCEPT OF THE EXCHANGE

1.1.1) EBU Exchange

The Erfurt Pre-School Item Exchange consists in an exchange of magazines items for pre-school audience (from three to seven years of age) produced by television broadcasters (the "*Items*") which takes place every year between the Members and broadcasters from other continents involved in the world Item exchange (hereafter the "*Exchange*").

The present Exchange is based on the principle that each eligible broadcaster wishing to participate actively in the Exchange (hereafter an "*Active Participant*") shall produce, at its own cost, the Minimum Number of Items and, in return, each Active Participant shall hold the right to broadcast each selected Item of its choice submitted by the other Active Participants in its own country in accordance with the rules and principles stipulated below.

1.1.2) Screening Session/meeting

a) Purpose

The Screening Session/meeting shall take place in Erfurt (Germany) on the date indicated in the Schedule. All Active Participants are required to be present at the Screening Session/meeting. Representatives must be empowered to select Items on behalf of their organisations.

The Items shall be presented at the Screening Session/meeting in English (subtitled or dubbed if needed). It is recommended that the producers/directors of each Item attend this presentation.

b) General Requirements

All Items for the Screening Session/meeting should either be:

- self-explanatory without any need of text
- or submitted in a version understandable in English

i.e. there are three options for Screening Session/meeting:

The story is

- clearly conveyed visually and through action without any use/need of narration (synchronised dialogue is not allowed anyway) and therefore not requiring any translation
- with narration in the original language and with English subtitles, or
- with narration in English.

c) Infoshow

The Infoshow might take place during the Screening Session/meeting and shall allow any Active Participant to:

- (i) Present innovative and/or experimental Items for children from three to seven years old which don't fulfil conditions of the Exchange.
- (ii) Show how they have used Items from previous Exchanges.
- (iii) Discuss and exchange information on how broadcasters use pre-school material (policy on pre-school programming, scheduling, formats used and perspectives for the future, etc...).

1.2 CONTENT/CATEGORIES

1.2.1) Requirements

The Items shall be produced in accordance with the General Requirements specified here above.

Each Item shall have a distinct beginning and ending, even if it is part of a series.

Items should not contain synchronized dialogue (lip synchronization). However, such dialogue will be accepted if it is used as a background effect only. No graphics/titles in the national (or any) language should be used in any of the Items.

1.2.2) Opening and closing Sequences

The opening sequence of all Items should in all cases feature the 10-second animated "Blue" Eurovision logo.

There should at least be a mention of EBU in the closing credits (together with the Eurovision logo on slide).

All the elements are available on the EBU Showcase platform upon request to the EBU Supervisor.

Active Participants shall be credited by the other Participants when their respective Items are being used.

1.3 EXCHANGE

1.3.1) Delivery to the Active Participants

Items are then exchanged. All Active Participants having confirmed their interest to broadcast the Item(s) of a given Active Participant shall be delivered by the Active Participant in question the Delivery Materials listed under the relevant part of the Delivery Schedule.

The Exchange of Items among the Active Participants is to be done via the EBU Showcase platform.

If for technical reasons, the download of some of the selected episodes is impossible, another solution will be found by the EBU Permanent Services on a case to case basis.

1.3.2) Quality deficiency

During the exchange phase, in case of technical/quality problem with one of the Item(s), the EBU shall be promptly notified of the default and shall in turn notify the Active Participant concerned by the default so that the appropriate corrective actions to remedy the problem can be undertaken by the Active Participant in question.

SECTION 2 **LEGAL AND FINANCIAL PROVISIONS**

2.1) APPLICATION PROCESS

2.1.1) Eligibility for participation

Only television broadcasters which are Members of the EBU or which are members of sister unions of the EBU (e.g. ABU) are eligible to actively participate in the Erfurt Pre-School Item Exchange. Broadcasters which are members of sister unions of the EBU shall be represented by the sister union itself within the Exchange. (the "***Eligible Participants***").

2.1.2) Procedure

All Eligible Participants wishing to participate in the Erfurt Pre-School Item Exchange must confirm their participation by the ***Application Deadline*** (see the Event Schedule) by completing and returning the enclosed Application for Participation Form.

They shall also complete the enclosed Standard Item Entry Form for each Item (one form per Item) submitted to the Exchange by the ***Entry Deadline*** at the latest.

Any Active Participant wishing to present one or more Item during the Infoshow shall complete the enclosed Infoshow Form by the ***Entry Deadline*** as well.

By completing and submitting the Application for Participation Form, all Active Participants hereby irrevocably undertake to abide by the present Rules.

2.2) RIGHTS ACQUISITION

2.2.1) Rights to be cleared by each Active Participant

Each Active Participant shall contract or if relevant shall ensure that its Production Company shall contract with all the Contributors and rights-holders related to its Items so as to ensure the clearance of the following rights on an exclusive, transferable and worldwide basis in relation to its Items in any language, for an unlimited period of time to enable the worldwide exploitation of the Items via:

- (i) the "**Linear (Standard) Television Rights**", i.e. the transmission of the Items 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 Items 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 Items 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 Items in public, whether in open or closed venues and whether or not the audience makes a specific payment to see and/or hear the Items;
- (vi) the "**Editing Rights**", i.e. the right to be obtained from all Contributors that they grant all such rights and consents as are necessary to edit, cut (including changing the duration of the Items), alter, adapt, translate, close caption, dub and/or subtitle in any language the Items;
- (vii) the "**Promotional Rights**" i.e. the right to be obtained from all the Contributors 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.
- (viii) the "**Music Rights**" i.e. the right to include the music in the Items for the purposes of exploiting any and all of the above-mentioned rights.
- (ix) the "**Translation Rights**" i.e. the right to dub or subtitle the soundtrack of the Items in any language;

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

2.2.2) Guarantee and indemnification

In no case shall an Active Participant include or allow inclusion by its Production Company (if any) of material or performances in the Items for which any or all of the Rights mentioned under Clause 2.2.1 above have not been obtained to the extent required above.

Each Active Participant confirms and warrants that all necessary rights, licences, consents and waivers of so-called moral rights in respect of materials and contributions used for the Items have been cleared and paid for so as to allow their reproduction and inclusion therein and so as to ensure that the Items can be exploited throughout the world in all languages, without limitation in time, without any restriction whatsoever and without the obligation for any further payment by the Active Participants, their licensees and/or the EBU to any third party or contributor or

right holders in the manner foreseen in the present Rules save for those rights which are managed through the authors' collective musical copyright association in their Territory and which shall be cleared accordingly.

Each Active Participant shall be solely liable to indemnify and hold harmless all other organisations 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 Items pursuant to the foregoing rule. In case a Production Company has been appointed, the Active Participant concerned shall nevertheless remain the sole entity liable for its Item(s) vis-à-vis the other Active Participants, the EBU and/or other organizations which may have acquired exploitation rights with respect to the Items.

For the avoidance of doubt, the EBU shall in no case be liable to indemnify any Active Participant in case of copyright claim in relation to any Item.

2.3) GRANT OF RIGHTS AND EXPLOITATION

2.3.1) Active Participants rights

Between the Active Participants and the EBU and between the Active Participants individually it is hereby agreed as follows:

- (i) Each Active Participant shall be granted for its national Territory, on an exclusive and transferable basis, in its national language(s) and without limitation in time, the Rights with respect to the selected Items produced and delivered by the other Active Participants.
- (ii) Subject to the respect of the authors' moral rights, each Active Participant shall have the right to cut (including changing the duration of the Items), edit, alter, add to or delete anything from the Items for the purposes of exploiting the Rights. In no case shall the Active Participants exercise such rights in a manner which shall prejudice the integrity of the Items and/or which shall be or would be detrimental to the image and/or reputation of the children portrayed in the Items or place them in a situation with which they cannot cope. In case of doubt, the Active Participant wishing to cut, edit or otherwise alter an Item shall seek the prior approval of the other Active Participant having produced the Item in question.
- (iii) Each Active Participant shall be responsible for its national version of the Items it has selected for broadcast and is entitled at its own cost to dub and/or subtitle the Items in its national language, provided that in so doing each Active Participant shall contract with all contributors to such national language version(s) on the same terms as the Active Participants are required to contract with contributors under Clause 2.2.1 above.
- (iv) Each Active Participant shall be authorized to retain for itself any and all income which it may generate from the exploitation of these Rights in its Territory;
- (v) An Active Participant shall not be in breach of this Agreement if a broadcast made in or uplinked from the Territory of such an Active Participant in accordance with the terms of these rules overflows onto the Territory of another Active Participant and/or into another country, inasmuch as such overflow is unintentional and cannot reasonably be avoided. Similarly, it is hereby agreed that an Active Participant 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 Active Participants shall ensure that the service through which these Rights are exercised is protected in such a way that the Items can be accessed only by users on the Active Participant's Territory.
- (vi) Any decision which may be necessary in the future on any matters once the Exchange has taken place and Delivery has been effected and accepted shall be taken by a simple majority of the Active Participant.
- (vii) Each Active Participant shall remain liable for and pay for all the rights ("*petit droits*") concerning its use of the copyright musical works for the broadcasting and other uses contemplated in the present Agreement in its own Territory through the authors' collective musical copyright association in its Territory.

2.3.2) EBU's rights

The EBU is entrusted by all Active Participants with the commercialization of their respective Items throughout the world.

To that end, the EBU shall be granted in all languages, on a worldwide, exclusive and transferable basis and without limitation in time all rights to exhibit, transmit, distribute or otherwise howsoever exploit the Items, including, without limitation, any and all Rights in and to the Items (in all or in part) in all languages.

The granting of Rights to the EBU shall include without limitation the following:

- (i) The transferable right to cut, edit, alter, dub, subtitle, close caption (in any and all languages), change the Items title, add to or delete anything from the Items for timing purposes, censorship requirements, and/or to render the Items suitable for particular markets (including the possibility to package some Items together);
- (ii) The transferable right to use excerpts and clips from the Items;
- (iii) The transferable right to publicize and advertise the Items individually and/or in conjunction with other Items or any other programme and/or to give away copies of the Items for the purpose of review, advertising and/or promotion;
- (iv) The transferable right to use the names, biographies, likenesses and voices of any and all Contributors; always in an ethical way and in conformity with all regulations applicable regarding the respect of the protection of minors;
- (v) The transferable right to prepare synopses of the Items;
- (vi) The transferable 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 Items;
- (vii) By means of a specific request made to the EBU Permanent Services, the right to make certain Items available to certain Members from countries in crisis free of charge or on favourable terms to be determined (e.g. the so-called EBU Solidarity Package), 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 Active Participants' Territories. The EBU shall be entitled to make available the Items (whether via streaming or download) on the EBU Showcase Platform. The EBU shall be entitled to undertake the commercialization of the Items 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 Items throughout the world, but outside the Active Participants' Territories, at its own discretion.

Any net income from the commercial exploitation of any Item shall be kept in full by the EBU to cover its administrative and coordination costs incurred by the organisation of the Erfurt Pre-School Item Exchange and shall be used to improve the future exchanges.

2.3.3) Commercialisation and Sharing of Income

As of 2014, the EBU shall be entitled to retain any net income from the commercial exploitation of any Item of the current Exchange and of past editions, pursuant to the commercialization of the Items, in order to cover costs related to the development of the Exchange, to the maintenance of the sales platform and to cover its administrative and coordination costs. Any Active Participant who does not wish to be included in the commercialization shall notify the EBU accordingly.

All monies payable under this Agreement pursuant to the commercialisation of the Items are inclusive 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.

2.4) PERSONAL DATA

In the frame of the preparation and organization of the Erfurt Pre-School Item Exchange, the EBU shall collect Personal Data from the Active Participants.

2.4.1) Legal basis for processing

The EBU may collect and process information relating to individuals involved directly or indirectly in the Erfurt Pre-School Item Exchange (referred to hereinafter as "Personal Data") based on the following legal grounds

- On the basis of the performance of these Rules;
- On the basis of the EBU legitimate interest, to coordinate or otherwise supervise the Erfurt Pre-School Item Exchange /or the exploitation of the Items.

2.4.2) Information processed

The EBU may collect the following Personal Data:

First/last name, Photo, Company (Employer) address, Job title or function, Gender, Date of birth, Country of residence, Nationality, Email address, Phone number (office, mobile, private), Fax number, interests, links to social network profiles, travel details, Personal Data of contributors to the Items.

Special category of Personal Data

We will not collect or process any special category of Personal Data, except if such Personal Data is provided on a voluntary basis because it is deemed necessary for the purposes of attending the Screening Session/meeting. The special categories of Personal Data may include food intolerance, specific handicap and any other category of data that may be deemed necessary to be provided to the EBU.

2.4.3) Use of Personal Data

Personal Data will exclusively be used to the extent necessary and where applicable, to allow the EBU to:

- Prepare, organise and manage the Screening Session/meeting to be handled pursuant to these Rules for the purposes of the Erfurt Pre-School Item Exchange;
- Follow up the preparation and coordination of the Erfurt Pre-School Item Exchange.

2.4.4) Sharing of Personal Data

The EBU will not make Personal Data collected pursuant to these Rules available to any third party and shall not publicly disclose the Personal Data unless such transfers are based on specific consent, necessary for the performance of these Rules, or when such transfer of Personal Data is otherwise authorised or compulsory by law or by order of an administration or judicial authority.

Personal Data may be transferred on a need to know basis between the representatives of the Active Participants, to the host of the Screening Session/meeting and to third parties involved in the Erfurt Pre-School Item Exchange.

2.4.5) [EBU Privacy Notice](#)

For further information as to how the EBU handles Personal Data, Active Participants may consult the EBU Privacy Notice available on www.ebu.ch.

APPLICATION FOR PARTICIPATION FORM

ERFURT PRE-SCHOOL ITEM EXCHANGE 2019

This form is to be completed and returned, signed by a duly authorized representative, to Karen Simha (simha@ebu.ch) of the EBU Media Department by **27 February 2019 at the latest.**

I (name and function)		
of (organisation)		
e-mail	Telephone number	

hereby confirm on behalf of my organisation that by submitting the present Form, my organisation wishes to take part as an Active Participant in the Erfurt Pre-School Item Exchange 2019 and that it shall

- ✓ abide by the Rules of the Erfurt Pre-School Item Exchange 2019;
- ✓ produce and deliver at least five Items (possible exceptions admitted subject to approval of the Steering Group) to be included in the Erfurt Pre-School Item Exchange 2019 in compliance with the Rules issued therefor;
- ✓ clear all rights in relation to the Items so that all Active Participants shall be able to exploit each Item delivered as described under the Rules;
- ✓ adhere to the Calendar and comply with all Deadlines and shall in no case hinder the smooth implementation of the Exchange and the involvement of the EBU Supervisor;

Signature: _____

Date: _____ 2019

NOTICE

All personal data mentioned in this Application for Participation Form shall be processed in accordance with the provisions laid down under these Rules (Section 2.4) and the EBU Privacy Notice available on www.ebu.ch

ITEM ENTRY FORM

ERFURT PRE-SCHOOL ITEM EXCHANGE 2019

1. TITLE:

2. Organisation:

3. Country:

4. Producer (Name / e-mail / phone):

5. Length:

6. Delivery Format:

7. Aspect Ratio:

8. Category: Please tick the appropriate box

- | | |
|------------------------|--------------------------|
| 1) How Things are Made | <input type="checkbox"/> |
| 2) Nature and Animals | <input type="checkbox"/> |
| 3) Children's Stories | <input type="checkbox"/> |
| 4) The World Around Us | <input type="checkbox"/> |

9. Synopsis:

10. Target Age:

11. Part of Series: Yes No

12. If yes, number of episodes offered to the exchange:

13. Language:

**Please note that the Rights granted according to the Rules of Erfurt Pre-School Item Exchange do not exempt Active Participants from entering into appropriate licence agreements with and from being liable to pay all fees due to the appropriate music collecting societies or similar bodies in relation to the use of the music embodied in the Item. Information on music of the Item submitted thereby shall be provided in the corresponding music cue sheet.*

Name and Title of the representative entering the Item:

Date:

Signature:

Please complete and return this form to both
Silvia.Keil@kika.de and simha@ebu.ch
by **27 February 2019** at the latest

INFO SHOW ENTRY FORM

ERFURT PRE-SCHOOL ITEM EXCHANGE 2019

Organisation	Title of Programme	
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Day & time scheduled	Length	
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Summary & or reason for presenting Programme

Please complete and return this form to both
Silvia.Keil@kika.de and simha@ebu.ch
by **27 February 2019** at the latest