

**GUIDELINES AND REGULATIONS**

**for**

**FILMCAMP AS'**

**CONTRIBUTION IN FILM- AND TV-PRODUCTIONS**

# GUIDELINES AND REGULATIONS FOR FILMCAMP AS' CO-PRODUCTION COMPANY FOR FEATURE FILMS

The company FilmCamp AS (herafter FilmCamp) is owned by Troms Fylkeskommune and the municipalities: Målselv, Berg, Lenvik, Sørreisa, Torsken og Tranøy. FilmCamp's administration and facilities are situated in Øverbygd in Målselv.

FilmCamp is a resource facility for regional and national feature film- and TV-production. The company is an instrument for the owner's strategic goals. FilmCamp is intended to be a vehicle for increasing the regional film production, its quality and quantity and in addition secure regional development and participation in Norwegian film industry. FilmCamp shall also contribute to development of regional culture and business.

FilmCamp's production facilities, infrastructure and film fund, along with promoting of locations, shall make the region an attractive area for Norwegian and International film- and TV- productions. FilmCamp's objective is to contribute with its strategic role and resources to enhance competence, job opportunities and development within the regional film- and TV- production industry.

## 1 GUIDELINES

### 1.1 OBJECTIVE

- 1.1.1 FilmCamp shall contribute to promote regional film- and TV productions in Norway and develop a solid film- and TV- infrastructure in the region.
- 1.1.2 Through a regional perspective FilmCamp shall contribute to increase the total national effort for film- and TV-production.
- 1.1.3 FilmCamp shall promote competition, quality and innovation -and contribute to renew Norwegian film politics, both in form, content and financially.
- 1.1.4 FilmCamp shall create opportunities for people working with film in the region to develop their skills. FilmCamp will increase job opportunities and business which in turn will create activity in the audiovisual production sector in the region.
- 1.1.5 FilmCamp aims to use its resources to enhance the quality and quantity of film- and TV-production in the region.
- 1.1.6 FilmCamp will harmonise its guidelines with the goals for Norwegian film politics and cooperate with the Norwegian Film Institute and other regional funds; amongst which contributing to development and production of film and television of high artistic value in order for it to strengthen Norwegian film and Norwegian film industry and reach the largest possible audience.
- 1.1.7 Through a solid business structure, alliances and network, FilmCamp shall be a considerable regional contributor within the National and International film- and media-industry.

## **1.2 BUSINESS**

- 1.2.1 On the basis of FilmCamp's objectives, the company can participate in funding film productions aimed for exploitation through multiple media channels. FilmCamp can also co-finance TV- dramas with the equivalent content and structure as film productions and/ or for the purpose of increasing regional development and activity.
- 1.2.2 FilmCamp shall actively work to create better business terms and conditions for film- and TV- productions in the region.
- 1.2.3 FilmCamp shall be an active contributor towards educating and developing skills in relation to film- and TV- business in the region.

## **1.3 ADMINISTRATION, ORGANISATION AND FINANCE**

- 1.3.1 Organization of any co-productions will be agreed upon in a specific agreement between FilmCamp and the co-producing parties.
- 1.3.2 The final decision on which film- and TV- productions FilmCamp will engage in a co-production with, lie with FilmCamp's director, in accordance with FilmCamp's guidelines and regulations. The decision is made after first being proposed by FilmCamp's head of film business.
- 1.3.3 FilmCamps co-operating efforts are approved as investment in the regional business development. In Norway any investment has to be within the limits of approved public participation according to the EEA agreement (in total up to 75% of public support)

# **2 REGULATONS**

## **2.1 GENERAL STIPULATIONS**

- 2.1.1 FilmCamp cannot be the main producer.
- 2.1.2 Conditions for co-production with FilmCamp, is that the majority or large parts of the production will be set in the region.
- 2.1.3 FilmCamp shall formally act as co-producer. A co-production contract will be made between FilmCamp, the productions main producer and when applicable, other co-producers.  
The full responsibility regarding management and execution of the productions finance and content shall lie with the main producer. It is a requirement that the main producer has secured the production and guarantees for its completion.
- 2.1.4 The main producer or a significant co-producer on the project shall have its own fully running production office in the region during the production period.
- 2.1.5 FilmCamp normally invests in productions that are considered to be both high-quality and good business projects, and/or have a considered value through a high profile.
- 2.1.6 It is required that at least twice the amount of FilmCamp's investments in a production is spent in the region.
- 2.1.7 It is required that at least 40% of the total production crew/ cast is local, meaning they reside and work in the region.

Crew/ cast that receive wages/fees from the production and pay tax to one of the regions municipalities are included in these 40 %. The producer shall of its own accord submit a record of all the production crew and actors to FilmCamp. The taxing municipality shall clearly be stated in this record. The producer shall also submit a record of all the main suppliers of services.

- 2.1.8 The basis for FilmCamp's participation on a production is a binding project description and co-production contract with attached approved financing-, distribution- and recoupment plan where FilmCamp has a clear priority (the Criteria).  
FilmCamp shall approve any changes in the criteria which are fundamental for FilmCamp's participation on the project.  
FilmCamp reserves the right to back out of the production if the manuscript or other preconditions are changed after FilmCamp has made its decision on the project, and the producer has not received approval from FilmCamp. In such instances FilmCamp has the right to claim compensation for any efforts or services the company has supplied prior. It is the responsibility of the main producer has to keep FilmCamp informed.
- 2.1.9 Only extraordinarily will FilmCamp contribute in productions where the regional spend is less than twice the amount FilmCamp AS invests in the production.
- 2.1.10 FilmCamp can participate in large documentary productions where less than twice the investment is spent in the region.
- 2.1.11 FilmCamp will not co-operate in commissioned productions and advertising films etc.
- 2.1.12 FilmCamp will normally not participate in projects where principal photography has commenced.
- 2.1.13 Foreign producers have to be attached by written agreement to a Norwegian co-producer. The Norwegian co-producer has to be a registered private Norwegian company. NRK and TV2 are not approved co-producers for this purpose. FilmCamp's co-production investment will be paid to the Norwegian co-producer. Financial and contractual responsibility for completion of the production in the region lies with the Norwegian co-producer
- 2.1.14 FilmCamp shall have the right to follow all parts of the production, both during pre-production, during shooting and during post- production. FilmCamp shall be given the opportunity to have at least one special screening during post-production.  
FilmCamp shall have the right to comment on the film before editing is completed.  
FilmCamp shall at no additional expense and at any time have the right to demand a report on the productions financial status.

## **2.2 CRITERIA FOR PROJECT EVALUATION**

- 2.2.1 FilmCamp participates in co-productions that are considered to be artistic and financially interesting.
- 2.2.2 The possibilities for the film to recoup its investments are to be considered beneficial.
- 2.2.3 The project's impact on employment, industry development and turnover in the region is to be considered beneficial.
- 2.2.4 Productions where the main producer is established or has its main office in the region are given priority.
- 2.2.5 Higher priority is given to projects considered to have a large significance for film industry development in the region.

- 2.2.6 It is considered an advantage if the project has a considerable cultural reference to the region. Projects where the majority of the expenses are spent in the region are given an advantage when assessment of investment is considered.
- 2.2.7 Films that contain topics aimed towards children and youth are given priority.
- 2.2.8 The producer has to be able to document experience in producing film- and TV-productions in of the same format as is relevant for the application. An assessment of the applicant's ability to complete the production will be made.

### **2.3 REQUIREMENTS AND ROUTINES IN CONNECTION WITH A CO-PRODUCTION VENTURE WITH FILMCAMP**

- 2.3.1 Criteria for FilmCamp's signature on a co-production agreement are the following:
  - a) The main producer submits written documentation proving that the project is fully financed.
  - b) The main producer presents sound distribution agreements for the sales and viewing format in question both National and International
  - c) The main producer presented a final version of the script, budget, distribution agreement and other agreements that regulate the film's production, distribution and marketing.
- 2.3.2 FilmCamp's regulations and guidelines for co-production shall be approved by all co-producers in writing.
- 2.3.3 The calculation of the value of any individual efforts to be approved by FilmCamp. The same goes for calculating the value of investments in the project by technology providers.
- 2.3.4 It is the main producer's responsibility to prepare a suggestion for a co-production agreement which is in compliance with FilmCamp's regulations and guidelines. Such an agreement shall be prepared through a process which involves all the co-producers. If such a process is not carried out, FilmCamp has the right to pull out of the co-production venture. In order for FilmCamp to start paying to the production, the coproduction agreement must be signed by all co-producers. If negotiations take place at another location than at FilmCamp the production shall cover FilmCamps expenses.
- 2.3.5 FilmCamp's co-production investment is normally paid in four instalments: 1; when principal photography begins, 2; at the end of principal photography, 3; when answerprint or equivalent is completed and 4; upon receipt of the end of project report. A further condition for FilmCamp to start paying is that all criteria under item 1 (above) are implemented, signed by all the co-producers and submitted to FilmCamp.
- 2.3.6 Copies of the projects accounting reports and estimates are to be given to FilmCamp unsolicited and without extra cost. The accounting report shall clearly state how much money is spent in the region. Personnel costs are to be proven to be taxed in the region in order for them to be included in the expenses. Firms/ companies have to be registered in the region and hold office there in order for any bills or invoices from the company to be included in the expenses.
- 2.3.7 FilmCamp has in understanding with the main producer the right to deploy interns on projects where FilmCamp is a co-producer. Interns shall have their own supervisors. The interns shall not replace original crew/ personell. FilmCamp assumes that feature film productions that receive co-production investment from FilmCamp have an open and positive attitude to contribute to the regions development – and educational needs.
- 2.3.8 Upon breach of FilmCamps regulations and guidelines FilmCamp has the right to claim compensation and can as a sanctioning possibility hold back, shorten or withdraw its

financial investment in the project.

## **2.4 CRITERIA REGARDING RETURN PAYMENT OF FILMCAMP'S INVESTMENT STAKES**

- 2.4.1 FilmCamp shall receive its share of the income from the first earned krone (1<sup>st</sup> priority). The main rule is that FilmCamp shall have the same share of the productions revenues as Filmcamp's investment share in the production. FilmCamp's revenues shall be of the same proportion and at the same intervals as for the other investors. Public support, soft loan, pre-sale, minimum guarantees etc. are normally deducted before ownership shares are calculated.
- 2.4.2 When FilmCamps investment has been given as supplier credits (deferment), a 20% mark up will be added to the deferment.
- 2.4.3 If FilmCamp enters a co-production for pure business reasons, FilmCamp shall from the start have its share of the revenues from all parts of the project.
- 2.4.4 The main producer is obligated to send a report with an overview of the films revenues four times a year the three first years after the films premiere. The two years after this a report is to be sent every six months and after this at least once a year. FilmCamp has the right to demand that an independent "collecting agent" is assigned to collect and distribute the films revenues.
- 2.4.5 FilmCamp does not approve negative special treatment (discrimination). When negative special treatment is suspected or proven, FilmCamp has the right to pull out of the project and terminate the agreement. FilmCamp can accept that there is set an upper limit for evaluation in the co-production in cases where all rights are assigned to the main producer. Such a situation is subject to agreement between all the co-producers.

## **2.5 FILM INFORMATION AND MARKETING**

- 2.5.1 FilmCamp shall, in consultation with the main producer, agree on a plan for the public relations work in connection with the production. This includes a minimum of one day with press on set during filming.
- 2.5.2 FilmCamp has the right to use its participation on the film when marketing its own activities. This will be done in understanding with the producer.
- 2.5.3 The producer and other significant participants, actors etc. shall take part in public relation efforts in the region.
- 2.5.4 FilmCamp has the right to arrange visits during the shooting of the film. Any such arrangement will be agreed upon and coordinated with the main producer.
- 2.5.5 FilmCamp requires a plan for the distribution of the film in the region. This shall be presented to FilmCamp in connection with the films marketing plan.
- 2.5.6 FilmCamp shall at no additional cost receive a minimum of 10 copies of all publicity- and marketing material, such as posters, brochures, EPK- cassettes in both Norwegian and English when this is applicable.  
In addition FilmCamp shall receive one set of selected stills from both the shoot and official promotional photos, 5 DVD- copies of one of the edited for viewing version and 10 DVD- copies of the distribution film (with cover).

In addition to this FilmCamp has the right to procure up to DVD 250 copies of the film at a net production price for employees who have worked on the film, marketing etc.

## **2.6 CREDITS ETC**

- 2.6.1 FilmCamp shall be credited as co-producer in the films front- and end credits. FilmCamp shall approve pre- and end credits.
- 2.6.2 In all marketing and media connections the producer will emphasize FilmCamps role in the production. FilmCamp shall be credited as co-producer on all printed and electronic material which presents and markets the production. FilmCamps logo shall be displayed at the same time and in the same manner as the other co-producers.
- 2.6.3 FilmCamps director, its Head of Production and others chosen by FilmCamp, shall be credited as co-producers, alternatively executive producers. Exception from this can be made if only the main producer is credited by name.

## **2.7 PREMIERE**

Feature films which FilmCamp has co-produced shall have a special premiere within FilmCamp's region. The premiere (preview) as a rule, shall take place in the municipality where the majority of the filming took place. The preview shall take place before the official Norwegian premiere. The films main producer shall actively take part in the planning and execution of the preview. The main producer – alone or in cooperation with the film's distributor – will also be responsible for covering the expenses (rental of cinema, functions and invitations) for the preview.

## **APPLICATION**

- 2.8.1 The application must contain:
  - Two copies of the completed manuscript
  - Budget
  - Schedule
  - Financing plan
  - Distribution plan
  - Recoupment plan where FilmCamp has a defined priority.

The application must also contain a separate statement listing the public and private (cash equity) investments and how the deferred equity (credits) if any are calculated, and which priority each financial investor has in the recoupment plan.

- 2.8.2 The budget shall follow a standard layout for the Scandinavian film industry.
- 2.8.3 The applicant shall give an account of how the production resources will be used in the region. The expected spend in the region shall be clearly described in the budget.
- 2.8.4 These Criteria, as mentioned above, have to be met in order for the application to be processed by the FilmCamp. If the application does not meet these requirements all material will be returned to the applicant.

## **2.9 COPRODUCTIONS – DEFINITIONS AND STRUCTURE**

- 2.9.1 FilmCamps maximum co-production investment is limited to a total investment per production of 20% of the gross budget, and maximum 4 million kroner (NOK). A larger investment share can be considered for lower budget films.
- 2.9.2 FilmCamp can take part in various project development activities. FilmCamp shall then own a share of the developed project in relation to what has been invested in the development stage in the event of any realization. On the background of this a co-production agreement is entered into which then is a binding guarantee that the project will be realized in the region.