

# BERTHA BRITDOC

## CONNECT FUND

### CONDITIONS OF FUNDING:

Our primary aim is to assist you in getting your film out into the world, enabling it to have a positive social impact.

These are not production grants but outreach grants. We do not seek to recoup our grants or take a share of any profit you make and we do not take any rights in the film.

The Bertha BRITDOC Connect Fund does require acknowledgement in all outreach materials with a 'supported by' credit and logo where appropriate.

The Bertha BRITDOC Connect Fund does require acknowledgement in end of film credits with a 'supported by' credit and logo if the film is still in production or post-production at the time of contracting.

Reporting and impact assessment will be required. The Bertha BRITDOC Connect Fund requires reporting not limited to but including narrative descriptions of the outreach status and activities and information on objectives and milestones as set against your original goals.



BERTHA  
FOUNDATION





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## BERTHA BRITDOC CONNECT FUND

### LETTER AGREEMENT

Date:

**For the attention of:**

Dear Sirs

[ ]

This Letter Agreement constitutes the agreement between BRITDOC Foundation (the "**Foundation**") and [ ] (the "**Producer**") (the "**Agreement**").

The Foundation has been charged with the creation and administration of the first European based outreach and engagement fund which is open to filmmakers from around the world. This fund is entitled the '**Bertha BRITDOC Connect Fund**' (the "**Fund**").

The Foundation congratulates you on your successful application to this Fund and on your work and the commitments you have made to ensure [ ] (the "**Film**") will make a difference in the lives and communities around you.

This Agreement sets out the terms and conditions upon which the Foundation wishes to contribute the Foundation Finance (as defined in Clause 3 hereunder) from the Fund towards your strategic outreach campaign (the "**Outreach**"), as more particularly specified and defined in the Schedules to this Agreement.

The parties have agreed as follows:

#### **1. AGREED SCHEDULES**

1.1 In consideration for the Foundation advancing the Foundation Finance as set forth herein, and for other good and valuable consideration, the Producer agrees to procure that the Outreach is conducted in accordance with:

1.1.1 the Outreach Proposal (attached hereto as **Schedule 1**);

1.1.2 a full and detailed Budget (attached hereto as **Schedule 2**); and

1.1.3 the Monitoring and Evaluation Plan (attached hereto as **Schedule 3**).

1.2 The attached Schedules have been pre-approved by the Foundation and the Producer shall consult with the Foundation in the event of any subsequent and significant changes to the Schedules.

#### **2. BUDGET FOR OUTREACH**

- 2.1 The proposed budget for the Producer to carry out the Outreach in respect of the Film is [ ] (the "**Outreach Budget**").

### 3. FOUNDATION FINANCE

- 3.1 The Foundation hereby agrees to advance finance in the sum of [ ] (the "**Foundation Finance**") from the Fund in accordance with the agreed Payment Schedule (as defined in Clause 5 hereunder).
- 3.2 The Foundation Finance is a grant. No goods or services are being provided by the Producer to the Foundation, and therefore the Foundation Finance is outside the scope of VAT.
- 3.3 In the event that any other taxes or duties or similar deductions are (or may be) required to be paid by the Foundation by any applicable laws, then the Foundation shall be entitled to withhold from the Foundation Finance such sums as such government or fiscal authority may require to be deducted.
- 3.4 The Producer shall be responsible for converting the Foundation Finance into the appropriate currency(ies) as required by the Budget, and shall bear any exchange risk.
- 3.5 The Producer undertakes to use the Foundation Finance solely for the purpose of the Outreach as set out in the Outreach Proposal and as agreed with the Foundation.

### 4. THIRD PARTY FINANCE

- 4.1 To date and at the time of signature of this Agreement, the Producer has secured the following third party finance:
- 4.1. [ ].
- 4.2 [ ].
- 4.2 There is a shortfall in the Outreach Budget of [ ] ("**Outreach Budget Deficit**").
- 4.3 The Producer is currently having ongoing discussions and/or existing negotiations with the following third party financiers: [ ].

### 5. PAYMENT SCHEDULE

- 5.1 The Foundation shall advance the Foundation Finance to the Producer as follows:
- 5.1.1 **85%** (eight five per cent) on signature of this Agreement; and
- 5.1.2 **15%** (fifteen per cent) on the delivery of an evaluation report (as described in more detail in Clause 8) which addresses the goals as set out in **Schedule 3** (the Monitoring and Evaluation Plan).

- 5.2 The Foundation Finance shall be payable by wire transfer to the following account:

**Name of Bank:** [ ]

**Address:** [ ]

**A/C Name:** [ ]

**A/C No:** [ ]

**Sort Code:** [ ]

IBAN No:

[REDACTED]

- 5.3. Any and all banking costs incurred by the Foundation in advancing the Foundation Finance to the Producer shall be deducted by the Foundation from the Foundation Finance.

## 6. RECOUPMENT

- 6.1 The Foundation Finance is in the form of a grant and accordingly the Foundation does not wish to recoup the Foundation Finance.

## 7. CREDITS

- 7.1 The Foundation and Fund shall be credited on any website created and/or on all materials produced and/or compiled for the Outreach in the form of a logo to be supplied to the Producer and/or where written the Foundation shall always be credited as '**Bertha BRITDOC Connect Fund**'.
- 7.2 Where possible and prior to the online, the Foundation and Fund shall be credited in the end titles of the Film in the form of a logo to be supplied to the Producer.
- 7.3 Notwithstanding Clause 7.2, the Foundation may at any time prior to the online notify the Producer that the Foundation does not want to receive any credit on the Film and upon such notification the Producer hereby undertakes insofar as it is able to remove such credit from all copies of the Film.

## 8. REPORTING

- 8.1 As part of the Delivery Materials, the Producer shall submit a final evaluation report including narrative descriptions of the Outreach activities and detailed information on the Outreach objectives and milestones, consistent with the **Schedule 3** (Monitoring and Evaluation Plan).
- 8.2 The Foundation may request (at the Foundation's cost) an independent monitoring and evaluation person to further assess the Outreach in which event the Producer shall provide access and information to such person on request.
- 8.3 In addition, the Foundation invites the Producer to submit any additional reporting to the Foundation throughout the duration of the Outreach in any form that it deems appropriate.
- 8.4 The Producer shall notify the Foundation in the event of any changes that occur to the Outreach for which the Foundation Finance is given, as specifically set out in **Schedule 1** (Outreach Proposal) and **Schedule 3** (Monitoring and Evaluation Plan).
- 8.5 The Producer shall retain all receipts and vouchers for all expenditures incurred in respect of the Outreach for inspection by the Foundation at any time (on reasonable prior notice).
- 8.6 The Foundation shall, on reasonable prior advance written notice and in any event during office hours, be entitled to audit the Producer's books and records relating to the Outreach which shall be made available to the Foundation at the offices of the Producer.

## 9. DELIVERABLES

- 9.1 Delivery shall constitute the following elements:
- 9.1.1 2 (two) x DVD copies of the Film (on signature of this Agreement or completion of production of the Film);

- 9.1.2 a copy of the Trailer to be streamed on the Foundation's website (on signature of this Agreement or completion of production of the Film);
- 9.1.3 reporting as per Clause 8 above; and
- 9.1.4 2 (two) copies of all materials produced and/or compiled for the Outreach.

## **10. WARRANTIES AND INDEMNITY**

- 10.1 The Producer hereby warrants, represents and undertakes to the Foundation that:
  - 10.1.1 it has the right, power and authority to enter into and fully perform its obligations under the terms of this Agreement;
  - 10.1.2 it will strictly observe and comply with all of its acceptances, agreements, obligations, representations, undertakings and warranties specified in this Agreement;
  - 10.1.3 to the best of the Producer's knowledge and belief having made reasonable enquiry nothing in the Film and/or the Outreach/Outreach Proposal will be defamatory of any living person, firm or company and nothing will, if exhibited, infringe the copyright or any other personal proprietary right of any person, film or company or infringe any statutory obligation;
  - 10.1.4 all appropriate production insurances are in place with respect to the Film and/or the Outreach/Outreach Proposal; and
  - 10.1.5 there are no claims or proceedings pending or threatened which might adversely affect the exploitation of the Film and/or the Outreach/Outreach Proposal.
- 10.2 The Producer shall indemnify and keep fully and effectually indemnified and hold harmless and keep held harmless the Foundation and its officers, servants and agents (and each of them) from and against any and all claims, losses, expenses, damages or liabilities, proceedings, demands and costs suffered or incurred by the Foundation as a result of the breach, non-performance and/or non-observance by the Producer of any of its obligations under this Agreement and/or these undertakings and/or warranties and/or representations and/or of any negligence and/or other wrongful act or omission on the part of the Producer or its servants, agents, employees and/or sub-contractors.

## **11. REMEDIES ON DEFAULT**

- 11.1 In the event that the Foundation determines, in its sole discretion and sole opinion, acting reasonably and in good faith that:
  - 11.1.1 The Producer is in material breach of any of its warranties, undertakings, representations or obligations under this Agreement;
  - 11.1.2 The Producer has failed to make adequate progress toward achieving the objectives of the Outreach Proposal and Monitoring and Evaluation Plan;
  - 11.1.3 The Producer is unable to pay its debts as they fall due within the meaning of section 123(i) Insolvency Act 1986 or becomes the subject of a winding up order of any type or an administration order or has an administrative receiver appointed (including under the Law Of Property Act 1925) or compounds with its creditors or enters into a company voluntary arrangement or scheme of arrangement or it ceases or threatens to cease to carry on its business;

the Foundation, may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further payments to the Producer, and

the Foundation may demand in writing the return of all or part of the unexpended Foundation Finance, which the Producer shall immediately repay to the Foundation.

## **12. ASSIGNMENT OF BENEFIT**

This Agreement is personal to the Producer and shall not be assigned by it to any other person, firm or company without the prior consent of the Foundation.

## **13. APPLICABLE LAW**

This Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England.

## **14. GENERAL**

14.1 The headings to Clauses do not form part of and shall not be read into the construction of this Agreement.

14.2 This Agreement is neither a joint venture nor a partnership between the parties and no party shall hold itself out as the agent for another party.

14.3 Any person, firm or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

14.4 This Agreement contains the full and complete understanding between the parties and supersedes any and all agreements and understandings, whether oral or written, entered into prior to the date of this Agreement and shall not be modified except in writing signed by both parties.

14.5 No waiver by either party of any breach of any of the provisions of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision.

14.6 No variation of any of the terms or conditions hereof may be made unless such variation is agreed in writing and signed by each of the parties hereto.

14.7 If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and the Agreement shall be construed as if such provision had not been part of the Agreement.

Please confirm your agreement to the terms specified above by signing and returning to the Foundation the duplicate of this Agreement.

Yours faithfully,

.....  
For and on behalf of

**BRITDOC FOUNDATION**

I hereby agree to the terms set out above:

.....  
For and on behalf of

**SCHEDULE 1**

**OUTREACH PROPOSAL**

**(As prepared by the Producer)**

EXAMPLE ONLY

**SCHEDULE 2**

**OUTREACH BUDGET**

EXAMPLE ONLY



**SCHEDULE 3**

**MONITORING AND EVALUATION PLAN**

**(As prepared by the Producer)**

EXAMPLE ONLY