

Netflix Delivery Requirements

For Template 39 - Owned Nonfiction Series - UCAN v 1.9

Legal Definitions

All capitalized terms shall have the meaning assigned in the Agreement unless otherwise defined herein.

"Project" shall mean the motion picture, series, special or other content, named herein above, and being delivered to Netflix hereunder.

"Producer" shall mean the entity, whether production company, licensor, distributor or otherwise, delivering the Project to Netflix hereunder pursuant to the Agreement.

"Agreement" shall mean the agreement entered into between Producer and Netflix in connection with the Project.

"Delivery" shall mean that all items set forth herein shall be made via digital delivery to Netflix, at the sole cost and expense of Producer, per Netflix's instruction (e.g., upload to a cloud server or deliver on hard drive) and in accordance with the technical standards set forth herein and in the Agreement for each item, unless otherwise stipulated by Netflix. Should physical delivery be required for any item set forth herein, and agreed upon by Netflix, then Producer shall make such physical delivery of said items to Netflix, at the sole cost and expense of Producer, per Netflix's instruction (e.g., to Netflix's designated laboratory or such other address, location or individual as Netflix shall determine) in accordance with the technical standards set forth herein and in the Agreement for each item. If no standard is explicitly set forth with respect to a particular item, then such item must be acceptable in form, substance and/or content to the reasonable satisfaction of the appropriate personnel of Netflix or Netflix's designee(s).

"Access" means Producer shall grant Netflix unrestricted and irrevocable, free access to the items set forth herein without payment by Netflix, and provide Netflix with written detailed notice of the exact location of such items. If required by Netflix, Producer shall enter into a Laboratory Access Agreement with Netflix and the laboratory holding the items detailed therein.

"Netflix Originals Delivery Specifications" means the technical base requirements, protocols and specifications for content delivery to Netflix (e.g. of all Source Materials, Video Assets, Audio Assets, Secondary Assets, Archival Assets, etc.) as more fully set forth here: https://partnerhelp.netflixstudios.com/hc/en-us/articles/7262346654995-Post-Production-Branded-Delivery-Specifications

Picture Mastering

Streaming Masters

1 IMF (Dolby Vision) Deliver

Ultra HD (3840x2160) IMF package mastered for Dolby Vision display, with near field Atmos, 5.1 or 2.0 in the original language. When Atmos is not available, 5.1 is required. If approved by Netflix, HD (1920x1080) resolution may be acceptable. If applicable, one IMF package is required per episode. The IMF package must be created from a 16 bit uncompressed source, or directly out of a capable color grading tool (i.e. NOT from a mezzanine ProRes file) and include embedded Dolby Vision Dynamic Metadata. The IMF must not be upscaled from a lower resolution source. See Netflix Originals Delivery Specifications for more details. Exceptions to this specification must be approved by Netflix.

Picture Mastering

2 IMF (Dolby Vision): Textless

Delivery

IMF package with timeline and properties identical to the IMF Texted delivery but with no titles, credits, narrative text, location call-outs or other supportive/creative text. The IMF Textless delivery is based on the final IMF Texted package and must be delivered after the IMF Texted version was approved by Netflix QC. The IMF Textless should be delivered as a supplemental Textless IMF package (based on the final IMF Texted package) with embedded Dolby Vision Dynamic Metadata, or a full Textless IMF package with embedded Dolby Vision Dynamic Metadata.

Picture Mastering & Archival Elements

3 Color Pipeline or Associated Transform Files

Delivery

Any Output / Viewing Transforms, ACES Metadata File (AMF), or LUTs used during color grading or output of delivered picture masters.

Servicing Elements

4 ProRes 422 HQ Servicing Turnover (SDR)

Delivery

UHD (3840x2160) audio/video file. Servicing Turnover files shall be created from the source that represents final locked picture, final color grade, final VFX, and final sound whenever possible. These files may be used as image/sound source for downstream creative assets (trailers, edits, promos, etc.). Since this file may also be used for initial QC pass for image and sound technical and production-related purity, it should include both the 5.1 and 2.0 final mixes. If approved by Netflix, HD (1920x1080) resolution may be acceptable.

5 ProRes 422 HQ Servicing Turnover (SDR): Textless Complete

Delivery

UHD (3840x2160) audio/video file. Textless Servicing Turnover files shall be created from the source that represents final locked picture, final color grade, final VFX, and final sound whenever possible. Textless files should exclude any title graphics, locators, or on screen text and meet file formatting specifications accepted by Netflix (see Netflix Content Hub Delivery Specifications). These files may be used to service efforts in localization, publicity, marketing or other preliminary or final work. If approved by Netflix, HD (1920x1080) resolution. may be acceptable. The audio should be muxed with DME 2.0 stems.

Sound Mastering

Near Field Print Masters

1 5.1 Near Field Print Master

Delivery

5.1 Print Master in the SMPTE channel configuration in original language and fully mixed in a linear field monitoring environment, at 48khz /24 bit and clearly labeled with the frame rate. Delivered as discrete longplay (not reels) files.

2 2.0 Near Field Print Master

Delivery

2.0 Print Master in original language and fully mixed in a linear field monitoring environment, at 48khz /24 bit and clearly labeled with the frame rate. Delivered as discrete longplay (not reels) files.

Near Field M&Es and Additional Mixes

3 5.1 Near Field Mix minus Narration

Delivery

Fully mixed in a linear field monitoring environment, in original language, at 48 khz/24 bit and clearly labeled with the frame rate.

Delivered as discrete longplay (not reels) files.

Near Field Stems

Sound Mastering

4 5.1 Near Field Audio Stems

Delivery

One copy of all final stems, fully mixed in the 5.1 format. Each stem must be separated and recorded in 6 channels in 48 khz/24 bit and clearly labeled with the frame rate. Stem groups should be created as follows:

Scripted Features and Series: Dialogue, Music, Effects

Documentary Features, Docu-series and Unscripted Series: Dialogue, Music, Effects, Narration*, Uncensored Dialogue* (dipped)

Comedy Specials: Dialogue, Music, Effects, Narration*, Audience*

*as appropriate

Delivered as discrete longplay (not reels) files.

5 2.0 Near Field Audio Stems

Delivery

One copy of all final stems fully mixed in the 2.0 stereo format. Each stem must be separated and recorded in 2 channels in 48 khz/24 bit and clearly labeled with the frame rate. Stem groups should be created as follows:

Scripted Features and Series: Dialogue, Music, Effects

Documentary Features, Docu-series and Unscripted Series: Dialogue, Music, Effects, Narration*, Uncensored Dialogue* (dipped)

Comedy Specials: Dialogue, Music, Effects, Narration*, Audience*

*as appropriate

Delivered as discrete longplay (not reels) files.

Sound Elements

6 Sound Editorial Elements and Stage Mix Project Files

Delivery

One copy of all Sound Editorial Elements, Final Mix automation and M&E Mix automation, in audio software project files (such as Pro Tools sessions, Nuendo Projects, or other audio workstation software). Should be consolidated with all media. It is a requirement under the Agreement that Producer deliver the Project Files. Project Files will be held by Netflix for archival purposes. Netflix's use of Project Files will comply with all contractual and legal obligations applicable to such use.

Editorial

Editorial Projects

1 Final Editorial Project

Delivery

Editorial System Project Files/Bins (e.g. Avid .avp, avb, Premiere Pro .prproj, etc.) maintaining original folder structure from editorial system, representing all editorial work from development through wrap. Work bins/projects should be isolated and clearly labelled to allow for easy navigation of critical editorial project data.

Editorial Cuts

Editorial

2 Locked Cut - Editorial Turnover

Delivery

Proxy in Content Hub supported format representing latest Picture Lock, with EDLs/AAFs/XMLs describing the editorial composition of the locked program and DME Split tracks/Stereo guide; for review and servicing of preliminary efforts in localization, publicity, marketing or other work. If any editorial changes are committed thereafter (conform, color correction, etc.), a redelivery is to be provided to represent the final released version.

All non-English language series and films must have temporary English subtitles added to locked cuts, unless specified otherwise.

Editorial Documentation

3 Post Production Schedule

Delivery

Post Production Schedule that reflects post related dates.

4 Technical Workflow Documentation

Delivery

Any documents and diagrams describing the technical production workflows employed to process and transfer audio, video and metadata, preferably in the form provided by Netflix.

5 Forced Narrative Log

Delivery

This is a time coded list of all creatively intended text that appears in the show. This list should include all subtitles and be compliant with our Forced Narrative guidelines. This is required to be delivered with the Locked Cut. This list must be updated to include any changes from Locked Cut to final delivery.

6 Change List

Delivery

A list containing all the changes made after locked cut, including but not limited to duration, dialogue (including ADR changes), on-screen text and music. This list should include a brief description of the change and the timecodes affected. This list should not include any changes related to QC fixes already present on the Netflix QC reports.

Visual Effects

VFX Materials

1 VFX Shots

Delivery

Final and Final Omit VFX shots in working color space at finishing resolution; include proxy QTs and available, alreadyrendered mattes.

2 Selected VFX Deliverables

Access

If no other VFX deliverables are requested, provide details of any VFX Vendor(s) used on the production. Note that VFX archival deliverable expectations are subject to change if the scope of the project alters. Items may be added to this list, based on applicability and availability.

Music

Composer Deliverables

Music

1 Original Score Stems from Composer(s)

Delivery

DEFINITION: Final music stems delivered to the final mix in major instrumental groupings.

FILE TYPE: Uncompressed .WAV files in separate folders OR Pro Tools/DAW Sessions

NAMING CONVENTION:

Example instrument groupings:

TitleAbbreviation_1m01_FullMixReference

 $Title Abbreviation_1m01_Cue Title_Strings$

TitleAbbreviation_1m01_CueTitle_Brass

TitleAbbreviation_1m01_CueTitle_Perc etc

(see Netflix Music Naming Conventions for more suggested examples.)

PURPOSE: For potential marketing/publicity needs to promote the title.

Final Mix Deliverables

2 2.0 Final Edits for Original Score and Original Songs

Delivery

*** ORIGINAL MUSIC ONLY *** Licensed music should not be uploaded to Content Hub

DEFINITION: Individual stereo music mixes of original score and original songs with their exact edits/timings FROM the final mix, but without effects added at the final mix (including volume autormation/panning/EQ etc.).

FILE TYPE: Stereo, interleaved uncompressed .WAV files.

NAMING CONVENTION:

File names/timing must match cue sheets.

Example: TitleShortHand_1m01_Cue Name_StereoMix

PURPOSE: For potential awards considerations and marketing/publicity needs to promote the title.

Source Materials

Original Camera Files and Production Sound

1 Original Camera Files (OCF)

Delivery

Includes all original camera footage in the camera or recorder's original format, naming, and folder structure. Also includes any non-dailies source material or any intermediate files to be used as source material for VFX or final color grading.

2 Original Production Audio

Delivery

Copy of Original Production Broadcast Wav Files.

Titles and Graphics

3 Graphics, Titles & Applicable Project Files

Delivery

All graphics and title elements employed in the final delivered IMF(e.g. titles, credits, lower thirds). Elements to be delivered in the highest original quality. The files must include embedded alpha channel information, if it is available. Acceptable file formats are: 16-bit TIFF, 10 or 16-bit DPX, PNG (w/ Embedded Alpha), ProRes 4444 XQ or DNxHR 444 (w/ Embedded Alpha). Discuss with your Post Executive about exact delivery requirements. In addition, all project files (e.g. .aep, .psd, etc.) & all associated image files used in the project and all utilized fonts. If available, please provide the associated graphic style guide.

Source Materials

4 Show Logo Delivery

Delivered in original file format (PSD, AI, EPS, etc.) matching the logo included in the show, names of fonts used in the logo. If font is hand-drawn, please provide an alphabet reference or a font match.

Specifications: Vector EPS or AI file preferred. If layered PSDs no less than 5000 px wide. All effects (gradients, texture, etc.) on a separate layer. No rasterized files or flatted PSDs.

Production

Production Documentation

1 Additional Final Production Paperwork

Delivery

Hot Sheets or additional production paperwork as requested by Netflix

2 International Format Bible

Delivery

If applicable and/or if requested by Netflix, Producer shall prepare and deliver an in-depth international format bible for the Project ("Production Bible") after, and subject to, consulting with Netflix creative and in accordance with Netflix's Nonfiction International Production Bible Guide. The Format Bible should be delivered no later than delivery of the last episode of the Project.

Legal

Chain of Title Documentation

1 Chain of Title Agreements

Delivery

Copies of all chain-of-title documents required by Netflix, evidencing Producer's proper ownership and permitting the use of any and all literary, dramatic, musical and other materials of whatever nature on which the Project may be based (i.e., rights acquisition materials) and/or use in the production of the Project, together with contracts or certificates of authorship for director, creative producer(s), writer(s), etc.

2 Copyright Report

Delivery

If requested by Netflix, a current copyright report from a Netflix approved vendor showing that Producer has good clear title to the Project and all underlying rights.

3 Title Clearance Confirmation

Delivery

Unless otherwise stipulated by Netflix, an executed copy of a Title Clearance Confirmation, in substantially the same form and substance as provided by Netflix.

4 Long Form Netflix Agreement

Delivery

Fully-executed Netflix Agreement (including Principal Terms and Standard Terms) (e.g. Production Services Agreement or License Agreement) and all related Exhibits, all in form and substance acceptable to Netflix.

Corporate/Business Documentation

Legal

5 Corporate/Business Documentation

Delivery

As applicable, a copy of the following for Producer: (i) certified articles of incorporation and a certificate of good standing (or documentation equivalent to the foregoing) from, as applicable, the state, province, or country of incorporation; (ii) if Producer is a limited liability company, articles of organization and a certificate of good standing (or documentation equivalent to the foregoing) from, as applicable, the state, province, or country of organization; or (iii) if Producer is a limited partnership, a certificate certificate of limited partnership, a certificate of good standing (or documentation equivalent to the foregoing) from, as applicable, the state, province, or country of establishment, and a limited partnership agreement, if requested by Netflix.

6 UCC Search Report(s)

Delivery

If requested by Netflix, one (1) current (i.e., dated no earlier than thirty (30) days prior to the Delivery Date) UCC search report ("UCC Report") (indicating all parties or entities holding secured interests in the Project) from a named reputable service, pre-approved by Netflix, of each of the following: (i) Producer and, if different, the production entity that produced the Project; (ii) Producer from the state of its incorporation (or domicile if a person) and principal place of business. Each UCC Report must include copies of any referenced filings.

7 Lien Releases

Delivery

If requested by Netflix, evidence satisfactory to Netflix that there is no lien, charge, encumbrance or security interest in the Rights granted to Netflix, including, without limitation, executed releases (to the extent of the rights granted to Netflix) in form and substance satisfactory to Netflix from any party to whom any such lien, charge, encumbrance, or security interest was granted (including, without limitation, from all parties disclosed in the UCC Report and/or copyright report).

Age Verification/Information Collection (18 U.S.C. § 2257A(h))

Delivery

If applicable, Producer will provide a list of the names, addresses, and dates of birth of all individuals appearing on camera in the Project.

Talent Documentation

q Talent Statement

Delivery

A complete written statement (updated as necessary), in substantially the same form as provided by Netflix, setting forth any and all contractual marketing and publicity terms for all individuals and entities affiliated with the Project, including without limitation: (i) name and likeness approvals and/or restrictions; (ii) credit obligations (including obligations to display logos or company names in marketing); (iii) travel, lodging, and/or per diem obligations for publicity services, premieres and festivals (including any obligations related to invitations and guests); and (iv) dubbing and/or subtitling restrictions. Statement shall include the full text of the related provisions from the contract.

10 Employment Agreements

Delivery

Fully-executed contracts and/or other documentation relating to the employment of all above the line talent and "key crew" (e.g. the director(s), producer(s), executive producer(s), showrunner(s), co-executive and co-producers, writer(s), story editors, director(s) of photography, production designer(s), costume designer(s), editor(s), etc.) and all other personnel appearing in the main titles and/or billing block in connection with the Project, musical performing artists, DGA deal memos (if applicable), crew deal memos, and all other employment agreements for person(s) rendering services in connection with the Project as may be requested by Netflix.

11 Talent Agreements

Delivery

All agreements related to the engagement of any and all on screen talent and or voice over talent (including dialogue and singing) in connection with the Project, including without limitation, all performer agreements (e.g., SAG-AFTRA, ACTRA, UBCP or other guild or union or non-union (as applicable) daily and/or weekly contracts with all related documentation, e.g. loan out agreements, inducement letters, side letters, deal memos, employment of minors documents, or certificates of engagement (including any so-called "standard terms" or "additional provisions" thereto), personal appearance releases, etc.

Credit Documentation

Legal

17 Final Main and End Credits

Delivery

The final approved main title and end credits of the Project exactly as they appear on screen. Final credits must be compliant with all applicable contractual and guild credit obligations.

File Format: Fully editable document (e.g., Google Doc, Google Sheet, Word Doc or Microsoft Excel)

Production Documentation

13 Residuals Information

Delivery

If applicable, a statement from Producer indicating all union, guild or federation agreements to which Producer is a party, a complete list of all personnel (and lending companies, if applicable) rendering services in connection with the Project who are entitled to residuals, together with all documentation and information necessary to complete payment of such residual obligations including Social Security or EIN information for all applicable personnel. Producer agrees to indemnify Netflix and hold Netflix harmless from and against any and all damages, losses or expenses incurred as a result of Producer supplying Netflix with any incorrect, inaccurate or incomplete information. Please refer to the Residuals Checklist as shall be provided by Netflix for applicable projects..

14 Location Agreements

Delivery

All location agreements in connection with the Project granting access and filming rights in and to property, including, without limitation, location agreements, parking agreements, basecamp and holding agreements, filming permits, location releases and inconvenience agreements.

15 Contact Lists

Delivery

Final Crew/Contact List with names, positions and contact information for all personnel rendering services in connection with the Project; and Final Cast List (if applicable) with names, roles and contact information for all individuals cast as talent in the Project.

16 Guild & Union Documentation

Delivery

All relevant guild and union documentation (i.e. letters of adherence and other applicable guild and union signatory documentation).

Post-Production Documentation

17 License Agreements

Delivery

Valid and subsisting license agreements, from all parties having any rights in any archival and/or stock footage, photos, art, or film clips used in the Project, granting to Producer the right to incorporate said archival and/or stock footage, photos, art, or clips in the Project (and/or in trailers and television spots for the Project) and to distribute, exhibit, advertise and otherwise exploit the Project or any portion thereof embodying said stock footage, photos, art, or clips, in any and all media throughout the universe in perpetuity and, if requested, proof of payment for the foregoing; provided, however, no such fully paid license agreement shall be rejected if Netflix is authorized (directly or indirectly) to exploit all Rights in the Territory during the Term as set forth in the Agreement, including in-context advertising & promotional use.

Music Documentation

18 Music Cue Sheet

Delivery

Delivery of the music Cue Sheet(s), substantially in the format or in the delivery methods (including CueTrak) requested by Netflix. Cue sheet(s) should indicate the Project title, episode titles when applicable, and run time of the Project and each episode. The cue sheet shall include all other information contained in the cue sheet format, including title of and ISWC number for each composition, the names of composers, publishers and performing rights societies, the usages (whether instrumental, instrumental-visual, vocal, vocal-visual or otherwise), the placement of each composition and running time for each cue, including time in and time out and total music duration of all cues. The cue sheet shall also indicate whether a master use license is required for the cue in question and its source.

Legal

19 Music Licenses Delivery

Delivery of all licenses, quote requests, license request letters and/or confirmation letters, fully executed and accompanied by proof of payment, which licenses must convey to Producer and Netflix, its affiliates and sub distributors, throughout the universe, in perpetuity and as otherwise required by the Agreement, the right to use, reproduce, synchronize, record, perform, distribute and exploit, without restriction or additional payment: (i) all pre-existing musical compositions and recordings (including, without limitation, all arrangements, orchestrations, lyrics and performances) in the Project, in whole or in part, and in in-context promotions, and (ii) the main title sequence and/or theme compositions and recordings, and all pre-existing musical compositions and recordings owned or controlled by Producer, in the Project, in whole or in part, and in both in-context and out-of-context promotions.

20 Other Commissioned Music

Delivery

Delivery of fully executed agreements for all other musical compositions and recordings (including, without limitation, all songs, arrangements, orchestrations, lyrics and performances) created for initial inclusion in or in connection with the Project, with services, results and proceeds of all songwriters, composers, producers, orchestrators, artists, musicians and parties being a work-made-for-hire for Producer, and accompanied by proof of payment. Such agreements will include, without limitation, all side artist and other clearances, artist/performer, songwriter, recording and producer agreements, and record company and music publishing waivers. Such agreements must convey the right to use, reproduce, synchronize, record, perform, distribute and exploit, without restriction or additional payment, all compositions, lyrics, performances and recordings in and in connection with the Project and any promotion, copromotion, marketing, advertising and publicity thereof, in and out of context, in all media now known or hereafter devised, throughout the universe in perpetuity. Such agreement must also contain a warranty of originality and an indemnity against all claims for all results, proceeds and services thereunder and must be freely assignable and inure to the benefit of Producer's successors and assigns (including Netflix).

21 Composer Agreement

Delivery

Delivery of fully executed composer agreement(s) for all composers (including any record company waivers and music publishing waivers), with the services, results and proceeds of all composers being a work-made-for-hire for Producer, and accompanied by proof of payment. The composer agreement must convey the right to use, reproduce, synchronize, record, perform, distribute and exploit, without restriction or additional payment, all compositions, lyrics, performances, recordings and any other materials in and in connection with the Project and any promotion, co-promotion, marketing, advertising and publicity thereof, in and out of context, in all media now known or hereafter devised, throughout the universe in perpetuity. Such composer agreement(s) must also contain a warranty of originality and an indemnity against all claims for all results, proceeds and services thereunder and must be freely assignable and inure to the benefit of Producer's successors and assigns (including Netflix).

22 Music Supervisor Agreement

Delivery

Delivery of the fully executed agreement for all music supervisors, with the services of all music supervisors being a work-made-for-hire for Producer, and accompanied by proof of payment.

23 Music Clearance Report

Delivery

Completed version of the template provided by Netflix, which must include all pre-existing licensed music and any library music that is included in your production. To be received no later than the end of the final mix.

Additional Documentation

74 Product Placement Disclosure

Delivery

Netflix requires disclosure of any identifiable product or brand and/or logo which appears on-screen (either visually or verbally) (a) as a result of paid product placement or use and/or (b) even if not paid for, pursuant to a guarantee of placement or use in the production. Such disclosure shall be made substantially in the form provided by Netflix.

25 Fair Use Legal Opinion Letter

Delivery

If applicable to the Project, a copy of legal opinion letter (from Netflix approved counsel) and accompanying log with respect to any and all so-called fair use materials incorporated into the Project.

Legal Insurance Delivery 26 Copies of all applicable insurance policies obtained by Producer in connection with the Project with certificates of insurance and all applicable endorsements issued to Netflix, in accordance with the insurance requirements set forth in the Agreement. As applicable, if Media Liability, Errors & Omissions, or other such coverage is being provided by or through Netflix's insurance program and, if requested, timely application of the Production Diligence Questionnaire. Fact Check Log Delivery 27 A complete and accurate fact check log, with a minimum of three reputable and verifiable sources required per fact (Wikipedia not acceptable), in form and substance acceptable to Netflix. Template will be provided by Netflix. Animal Welfare Verification Form (Global) Delivery 28 At Netflix's request, a complete written document, in substantially the same form as provided by Netflix, stating that no animals were harmed for the purpose of the production. Where animals have been intentionally used this shall include details on the surrounding circumstances in each instance.