**Social Insurance Board** (hereinafter referred to as the Social Insurance Board or the *Licensee*), registry code 70001975, address Paldiski mnt 80, 15092 Tallinn, Estonia, represented by Maret Maripuu, Director General, on the basis of the Statutes

And

**Trollfilm AS** (hereinafter referred to as Trollfilm or *Licensor*), registry code NO 974 989 441 MVA, address Øverbygdsvegen 275, 2662 Dovre, Norway, represented by producer Anita Killi,

hereinafter also referred to as the 'Party' or collectively as the 'Parties', have entered into the Cooperation and Licensing Agreement (hereinafter the 'Agreement') set out below:

# ARTICLE 1

The Object of the Agreement is the relationship between the Parties, which arise from the broadcasting of the short film Angry Man/Sinna Mann 2009, (hereinafter the Object of the Agreement or the Film) including Estonian subtitles on the learning mediums (including but not limited to: e-courses, seminars, training, learning materials) belonging to and distributed by the Social Insurance Board.

The Agreement gives the Licensee the right to use the subject matter of the Agreement under the conditions set out in the Agreement.

#### **ARTICLE 2**

The Licensor grants the Licensee the right to use the Film including Estonian subtitles created by the Licensor for a period of 5 (five) years, and the Licensee shall pay the Licensor for this period a fee of **EUR 4 500**.

The Licensee shall pay the Licensor the License Fee upon fulfilment of the terms and conditions presented in the offer (on the basis of an invoice). Payment is to be made in one installment, with the understanding that the actual payment will be made 15 (fifteen) days after receipt of the relevant invoice.

Invoice address: Paldiski mnt 80, 15092 Tallinn Estonia Invoice to be sent per e-mail to: info@sotsiaalkindlustusamet.ee

#### **ARTICLE 3**

The Licensee has the right to use the Film on learning mediums (including but not limited to: ecourses, seminars, trainings, learning materials) belonging to and distributed by the Social Insurance Board. No changes to the Film can be made by the Licensee or any third party without prior approval from Trollfilm, to ensure the quality of the material and avoid any misunderstandings.

# **ARTICLE 4**

The Social Insurance Board will, from **01.01.2024 until 01.01.2029**, hold a valid license for using the Film for educational purposes, distributing it to the public free of charge.

# **ARTICLE 5**

Materials from Trollfilm:

- The Film's Vimeo link (including Estonian subtitles) for a period of 5 (five) years.

Address of delivery

The link will be sent by e-mail and made available on Vimeo. Delivery email address: info@sotsiaalkindlustusamet.ee,

The deadline for the process of sending the work: 01.01.2024

For Trollfilm to be able to deliver on time the Licensee has provided the Licensor translations for the Estonian subtitles.

#### **ARTICLE 6**

Communications between the contracting parties shall be presented in a format which can be reproduced in writing. This communication will be between the two persons the Licensee and Trollfilm appoint to the task.

#### ARTICLE 7

Should extraordinary circumstances arise over which neither party has control, and which are important for the implementation of the contractual relationship, the other party shall be notified immediately. The obligations of the affected party are suspended for as long as the extraordinary situation lasts. The other party's consideration is suspended for the same period. A force majeure situation will typically be Corona (Covid-19) or similar viruses, natural disasters, national strikes, war and the like, extraordinary, and for the parties, unpredictable conditions.

In connection with force majeure situations, the parties have a mutual duty to inform each other about all matters that must be assumed to be of significance to the other party. Such information shall be provided as soon as possible.

Neither party can claim damages as a result of force majeure situations.

# **ARTICLE 8**

If a dispute arises in connection with the creation, implementation or interpretation of the agreement, the dispute shall first be resolved through negotiations between the parties.

#### ARTICLE 9

The Agreement shall enter into force upon execution and shall remain in force until the fulfilment of the obligations assumed by the Parties under the Agreement, except for Licenses, for which the Agreement shall remain in force until the date referred to in Article 4.

This agreement is valid with signatures from both parties.

### **Estonian Social Insurance Board**

Upre

Maret Maripuu Director General

**Trollfilm AS** Anita Killi Producer