

## TERMS AND CONDITIONS FOR THE FRAPA ANALYSIS SERVICE

### 1. The Service

The FRAPA Analysis Service (hereinafter referred to as the “FAS”) is a service offered by FRAPA by which two formats are compared, namely an ‘original’ against an alleged ‘copy’, and analyse the differences and similarities according to the FAS methodology, attempting to give an industry peer expert opinion whether or not the ‘original’ was ‘copied’ to such an extent that the overall similarities of the alleged copy can be recognised as essentially substantial. The communication throughout the process is strictly confidential. The FAS is available for FRAPA participants/members only. As soon as FRAPA has received the intake form we will review it. After reviewing the form FRAPA decides if there is substantial ground for running an analysis. More information can be found at the FRAPA website ([www.frapa.org](http://www.frapa.org))

### 2. General

Use of the FAS is at the Applicants sole responsibility. The FAS is not a substitute for legal advice or any judicial decision. It is an expert opinion which does not address law, and it does not purport to express any view on any jurisdiction. In forming such an opinion, the FAS will rely upon the information that was given to FRAPA for this purpose. It will express no opinion upon any information other than the information that has been given to FRAPA. FRAPA is headquartered in the Netherlands and therefore subject to Dutch law. If this service is accessed from a location outside of the Netherlands, the Applicant is responsible for complying with local laws.

### 3. Materials

Should FRAPA decide to conduct the analysis, Applicants shall submit all required materials. Such Entries shall include thoroughly elaborated descriptions of the formats, namely of both, the supposed original and the alleged copy, in order to enable the appointed experts to conduct a reasonable analysis when comparing the two. Each such Entry must be accompanied by at least two sample episodes for each of the two formats, as seen on television, showcasing the format on screen. It also needs to contain translation in English, e.g. a transcript of dialogues.

### 4. Non disclosure

All those involved in conducting the analysis will sign a non-disclosure agreement stating they are not in any way permitted to comment or provide information regarding the content of the analysis to individuals other than FRAPA.

### 5. Conflict of interest

In each case, the experts who will be appointed by FRAPA to conduct this requested analysis and form their opinion, need to confirm by signing a statement of impartiality upfront that there are no conflicting interests whatsoever. They declare to act according to the process and procedures as defined by FRAPA.

### 6. Right of authority

Applicants acknowledge that their Entry is submitted voluntarily. Each Applicant represents and warrants that it has the right and authority to submit and present this case to the FAS, and that all of the information they give in their Entry is true and correct.

### 7. Use of the documents provided

All the documents which are the result of the analysis are and remain the exclusive properties of FRAPA. Each written or recorded document FRAPA provides can be used by the Applicant only for the matters stated therein, and for the purposes of this FAS, and it may not be implied or inferred beyond any such matters. The FAS documents may be used in court proceedings or in alternative dispute resolution processes, such as mediation or arbitration, if the Applicant who has requested such an expert opinion elects to do so.

## **8. Communication**

In the case the Applicant wishes to use the documents for PR, press or communication purposes they would need FRAPA's written approval up of the specific communication upfront to avoid any misquotations.

## **9. Payment**

The fee for every analysis is a flat rate which can be found at our website. This service is exempt from VAT. If however the Tax Authority in the Netherlands decides it should be or have been invoiced with VAT FRAPA can ask the Applicant to pay the VAT that had to be charged in reverso. FRAPA will only start the analysis after receiving the payment including bank and transfer costs.

## **10. Disclaimer FAS**

FRAPA cannot be held responsible for whatever form of damage to individuals, goods or services. The Applicant is deemed solely responsible for the use of the FAS.

Naarden, FRAPA Board  
April 2020