

**Variations to be made to the Agreement between the Writers Guild of Great Britain and PACT dated 1 February 2003 for BBC commissioned programmes**

**SCHEDULE OF MINIMUM FEES AND USE PAYMENTS**

The following amendments shall be made in order to read as follows:

**26. i) Network Production**

**BBC Public Service**

If the programme is commissioned by the BBC, the terms set out in the Appendix to this Agreement shall apply.

~~When required by the BBC as the commissioning broadcaster, on first day of principle photography the Producer shall pay a further sum equal to 15% of the script fee for a 5-year licence for BBC Public Services uses, excluding BBC1 and BBC2, commencing on the first transmission of the programme in the UK. This 15% payment shall be in addition to the 100% Subsequent Use Advance.~~

**iii) UK Network Television Repeats for ITV1, Channel 4 and five**

[for repeats on BBC1 & BBC2, the rates set out in the Appendix to this Agreement shall apply, ~~ITV1, Channel 4 and five~~]

**APPENDIX OF TERMS APPLICABLE TO BBC COMMISSIONS:**

1. If the programme is commissioned by the BBC from the Producer, it is agreed that the following provisions of the agreement between the WGGB, PMA and BBC for television scripts dated 21<sup>st</sup> March 2017 last updated February 2024 and as updated from time to time (the "SATO") shall apply in respect of the relevant BBC Public Services (as therein defined):-
  - Schedule One clause 1-4
  - Clause 7 & Schedule Two
  - Clause 9 & Schedule Four (in respect of whole programme/episode use)
  - Clauses 10.1-10.4
  - Clause 10.5 (for publicity and promotional purposes)
  - Clauses 10.7-10.9

A copy of the SATO is available at:

<https://www.bbc.co.uk/contributors/contracted-how>

2. It is hereby acknowledged and agreed that the Producer shall be entitled to authorise the BBC to apply the said terms of the SATO and as may be altered from time to time or new provisions determined insofar as applicable to BBC Public Service uses referred to under this Agreement and to make any payments due directly to the Writer under the said terms or any updated terms after any such alterations or determinations.
3. It is acknowledged that under the terms of both this Agreement and the SATO, the Subsequent Use Advance is paid as an advance against fees due in respect of any subsequent uses.