

Dated 202[]

MADE BETWEEN:

(1) THE BRITISH BROADCASTING CORPORATION of Broadcasting House, London W1A 1AA ("the BBC")

and

(2) [PRODUCTION COMPANY] of [address], Company Registration Number [Number] ("the Producer")

AGREEMENT:

The Producer shall produce and deliver to the BBC the television programme or series of programmes detailed in the Commissioning Specification attached, on the terms set out below ("Special Terms") and the BBC Programme Production General Terms in force and published at the date of this Agreement at the following url: <http://downloads.bbc.co.uk/commissioning/site/bbc-general-terms-august-2018.pdf> (as may be archived from time to time but still available on the BBC's commissioning website) ("General Terms") (together forming "the Agreement"). In the event of any conflict between the Special Terms and the General Terms then the Special Terms shall prevail. It is acknowledged that the BBC's Business Framework was updated with effect from 25 November 2021 (as published at the following url: www.bbc.co.uk/commissioning/tv/articles/how-we-do-business#business-framework), and accordingly it is further agreed that the Agreement is deemed amended as required to give effect to such updated provisions.

1. Contract Representatives:

The parties shall be represented by the following individuals:

	Name	Email
BBC Business Affairs Manager		
Producer's Contract Executive		

2. Licence Fee:

The Licence Fee of a total of £[] ([] thousand pounds) is made up as follows:

2.1 Primary Rights licence fee:	£[]
2.2 Other	£[]

3. Additional Programme Investment and Agreed Recoupments:

[None] or [Details]

4. Clearances:

4.1 The Producer shall contract contributors to the Programme within the Licence Fee on the minimum basis as set out in General Term 6 save only as may be varied below:

	<i>Agreed variation/limitation to the standard position set out in GT 6</i>
Equity – Initial channel clearance(s) required	
Writers Guild of GB – Initial channel clearance(s) required	
Writers Guild of GB	The Producer shall contract the writer(s) in accordance with the terms agreed between the Writers Guild of Great Britain and PACT dated 1 February 2003 ("WGGB/PACT Agreement") amended in the manner set out on the BBC's commissioning website here :- https://www.bbc.co.uk/commissioning/documents/amendments-to-pact-wggb-agreement-2024.pdf
Music	<u>Pre-existing material</u> The Producer shall source and clear all commercial music which the Producer proposes to incorporate in the Programme for BBC Public Services use via BBC MusicBox. It is agreed that MCPS Production Music may be sourced directly from the libraries own platforms or

	<p>from MusicBox. Any non-MCPS production music must be sourced via MusicBox.</p> <p>https://bbcmusicbox.soundmouse.com/signin (username and password will need to be secured from the BBC MusicBox support team via the following link: https://app.smartsheet.com/b/form/a25be7ba92534ff3a368def4e7d066df</p> <p>The Producer shall only incorporate any commercial and production library music in to the Programme for BBC Public Services use once notified that it is clear via BBC MusicBox or direct from the MCPS libraries in accordance with the rights granted to the BBC pursuant to certain agreements between the BBC and certain Collecting Societies or other entities including the Performing Right Society, Mechanical Copyright Protection Society and Phonographic Performance Limited so that the Producer shall not itself be obliged to acquire such rights in respect of such item(s).</p> <p><u>Commissioned material</u></p> <p>The Producer shall within the Licence Fee make such payments in commissioning any specially composed music for incorporation in the Programme as are necessary to ensure that no use fees, repeat fees or residuals shall be payable in respect of the exercise of the rights granted to the BBC hereunder save only as may be payable under the paragraph above.</p>
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4.2 The Producer shall ensure that:

- 4.2.1 the correct applicable commercial DUK fee (in accordance with published DUK commercial fee rate accessible at: <https://www.bbc.co.uk/commissioning/documents/duk-2023.pdf>):
 - a) is set out in the Cash Flow Schedule of this Agreement; and
 - b) shall be identified (if any) on the final invoice rendered to the BBC;
- 4.2.2 it shall provide, or shall procure that its distributor provides, the required reporting to Directors UK in relation to commercial uses of the Programme, as set out in the Agreement between Directors UK, PACT & others; and
- 4.2.3 in the case of any proven failure to pay or underpayment of the fee by the producer in 4.2.1(a), it shall pay the shortfall to Directors UK.

5. **Applicable General Terms:**

5.1 As indicated below, the following General Terms shall or shall not apply to this Agreement, or shall be varied as shown:

General Term	Summary	Yes/No
1 (Defs)	The Licence Fee shall be secured by a Charge	[No]
7.2.4	Production Account requirement	[Yes]
7.8.5	The previous series of the Programme encountered significant problems relating to the financing and/or management of the production	[No]
8.1	The Producer has elected to obtain insurance under the BBC / AON scheme	[Yes]
17.17A	The Programme qualifies as (i) a Regional Production (ii) a Foreign Production (as defined by Ofcom)	(i) [No] (ii) [No]

5.2 The following General Terms shall be amended as follows:-

- 4.7 the Producer has completed to the BBC's satisfaction a Health and Safety questionnaire, **and supplied the BBC with its production protocols including a risk assessment about Coronavirus (COVID-19) risks in connection with the Programme;**
- 5.3 In making the Programme the Producer shall:
 - 5.3.1 Comply with the BBC Guidelines;
 - 5.3.2 Comply with all applicable: child protection legislation, disability discrimination legislation; data protection legislation; health safety and fire legislation **(including all applicable Government Covid19 Guidance and any BBC endorsed pan-industry guidelines published in response to the COVID-19 pandemic);** anti-bribery legislation; construction design and management regulations and all regulations and orders made under

such legislation and in so doing shall nominate a person or persons competent to give appropriate safety advice during production of the Programme and shall produce the Programme safely having due regard to such advice. Where reasonably required, the BBC shall be entitled to be provided with evidence of the Producer's compliance herewith;

5.11 The Producer acknowledges that the BBC does not tolerate any form of bullying and/or harassment and is committed to providing a workplace in which the dignity of individuals is respected. **The Producer confirms that it has** in place a company policy addressing the subject of bullying and harassment, which will be made available to the BBC on request. The BBC also considers it to be 'best practice' for such a company policy to include a protected disclosure whistle-blowing policy for its production personnel. It is acknowledged that any grievances of this nature which are successfully pursued by an individual working for the Producer **on the Programme** and made public are likely to damage the BBC's reputation and accordingly could lead to a breach of the Producer's contractual warranties.

7.15 The Producer shall maintain and implement appropriate Health and Safety policies and operational procedures in connection with the production of the Programme **(taking into account any BBC endorsed pan-industry guidelines published in response to the COVID-19 pandemic)** and shall cooperate generally with the BBC with regard to assurance monitoring of the Producer's Health and Safety policy and processes. The BBC shall at any time whether before, during or after production of the Programme be entitled, upon giving reasonable notice, at reasonable hours to conduct an audit of such policies and procedures for the purposes of carrying out reasonable Health and Safety assurance monitoring of the Producer. For the avoidance of doubt, no exercise by the BBC of such right of audit shall undermine in anyway the warranties and obligations of the Producer under the terms of this Agreement.

16.5.4 The BBC may appoint a duly qualified accountant to inspect and examine the Producer's books in respect of exploitation of the Distribution Rights and to take copies of the same or extracts thereof and/or to cause an audit to be undertaken up to once per annum. **The Producer shall procure that any company within the same Group which is appointed to exercise any of the Distribution Rights shall also enable the BBC to undertake such inspection and examination of their books in relation to exploitation of the Programme (and take copies) as applicable for the purpose of the audit.** Such inspection(s) shall be made on reasonable prior notice and during normal business hours on a date or dates to be agreed between the parties. The examination(s) shall be at the expense of the BBC unless errors to the disadvantage of the BBC exceeding ten per cent (10%) **of the amount actually reported (subject to a minimum of £2,000 error across an annual reporting period)** shall be disclosed, in which case the cost of such examination shall be paid by the Producer;

6. **Cashflow/Stage payments:**

The cashflow for the Programme shall be as set out below:

Production Milestone to be reached for Payment	Licence Fee %	Anticipated Payment Date (for info only)	Special Conditions of Payment [NB Production Report requirements to be assessed on each project – min of 2 stages but potentially more dependent on project.]	Deductions	Amount (£s) Payable (ie Licence Fee % [less or prior to] any deductions)
Receipt of Signed Agreement	Percentages in accordance with the Business Framework or as otherwise agreed.			[a] £xxxx (Development already paid) b) £yyyy (insurance paid directly by BBC)]	
1 st Day of Pre-production			[eg. Confirmation that key contributor is signed up]		
Commencement of Principal Photography			[Approval of Insurance Policy] Production Report		
Mid Point of filming and viewing of rushes by BBC Editorial Representative					
1 st Day of Edit			Production Report		
Approval of Rough Cut					
Approval of fine cut of episode #1					
Acceptance of Tape Delivery			All items required at Tape Delivery have		

			been accepted by the BBC										
Acceptance of Paper Delivery (subject to a cap of £[50],000)			All items required at Paper Delivery have been accepted by the BBC	<div>Directors UK contribution: <i>(Producer to complete)</i></div> <table><tr><td>DUK Genre</td><td></td></tr><tr><td>DUK SubGenre</td><td></td></tr><tr><td>Fee rate per £m PRLF</td><td>£</td></tr><tr><td>Total DUK deduction</td><td>£</td></tr></table> <div>Please note:<ul style="list-style-type: none">• VAT applies to DUK deductions• This deduction must be identified on the final invoice submitted to the BBC• The total deduction amount may vary if changes are agreed to the PRLF. Such updated DUK deduction must also be recorded alongside the amended PRLF.</div>	DUK Genre		DUK SubGenre		Fee rate per £m PRLF	£	Total DUK deduction	£	
DUK Genre													
DUK SubGenre													
Fee rate per £m PRLF	£												
Total DUK deduction	£												

Acceptance of Paper Delivery (subject always to a cap of £50,000)	5% (invoice to Business Co-ordinator) 5%		All items listed in the delivery requirements here: http://www.bbc.co.uk/commissioning/tv/delivery-timeline as forming Paper Delivery have been accepted by the BBC	<div>Directors UK contribution: (Producer to complete)</div> <table><tr><td>DUK Genre</td><td></td></tr><tr><td>DUK SubGenre</td><td>«DUK_Subgenre»</td></tr><tr><td>Fee rate per £m PRLF</td><td>£«DUK_Commercial_Fee_perm_of_PRLF»</td></tr><tr><td>Total DUK deduction</td><td>£</td></tr></table> <div>[If applicable]</div> <div>ScreenSkills Unscripted Fund contribution:</div> <table><tr><td>0.125% of the PRLF:</td><td>£X</td></tr></table> <div>Please note:</div> <div><ul style="list-style-type: none">• VAT applies to DUK deductions• Both deductions must be identified on the final invoice submitted to the BBC</div> <div>The total deduction amount may vary if changes are agreed to the PRLF. Such updated DUK and ScreenSkills Unscripted Fund (if relevant) deduction must also be recorded alongside the amended PRLF.</div>	DUK Genre		DUK SubGenre	«DUK_Subgenre»	Fee rate per £m PRLF	£«DUK_Commercial_Fee_perm_of_PRLF»	Total DUK deduction	£	0.125% of the PRLF:	£X
DUK Genre														
DUK SubGenre	«DUK_Subgenre»													
Fee rate per £m PRLF	£«DUK_Commercial_Fee_perm_of_PRLF»													
Total DUK deduction	£													
0.125% of the PRLF:	£X													

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This Agreement is entered into on the date first written above.

.....
Signed on behalf of the BBC

Print name:
Job title:

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Signed on behalf of the Producer

Print name:
Job title:

Attachment 1

COMMISSIONING SPECIFICATION

[[ATTACHED](#)]