

Small Indie Fund Terms and Conditions

1. The Company shall meet with the BBC Editorial Representative to discuss and pitch ideas for projects being developed by the Company, [all of which shall be capable of qualifying as [] Regional Productions as defined by Ofcom] (the “**Proposals**”), on at least three occasions over a period of twelve months commencing on the date of signature of this letter (the “**Term**”). Such meetings are intended to take place every two to three months during the Term. BBC Editorial Representative may require Proposals to be recorded by the Company on the BBC’s pitching and commissioning system (PiCoS).
2. For the duration of the Term the Company grants the BBC a right of first refusal to further develop any Proposal on standard BBC development terms and the Company shall not pitch, offer or otherwise disclose any Proposal to a third party without the BBC prior written consent. The Company shall not disclose any confidential information relating to BBC commissioning without the prior approval of the BBC.
3. In consideration of the Company complying with the terms set out in this letter the BBC shall pay the Company an Award in the sum of [£ (X pounds sterling)]. [The Company undertakes to use the Award solely for the purpose of programme development.]
4. The BBC will pay to the Company the Award [in one / two] instalments on receipt of [a valid invoice] [valid invoices one presented for [£xx] following signature on behalf of the Company and another for [£xx] after at least two Proposal meetings have taken place between the Company and the BBC.]
5. [The Company shall supply to the BBC the Deliverables detailed in the Appendix to this letter during the Term on such date(s) as may be agreed between the parties.]
6. The Company warrants and undertakes that:
 - (a) the Company is entitled to enter into this letter and is fully empowered to perform the agreement;
 - (b) the Company will comply with all relevant laws, regulation and industry agreements;
 - (c) save for Proposals which are based either in part or fully on source material, underlying work or other pre-existing intellectual property rights disclosed to the BBC in writing in advance, the Proposals shall be the original work of the Company; and
 - (d) Proposals shall be owned by the Company and the Company warrants that any and all Proposals shall be free of any third party interest and shall not infringe any third party intellectual property rights
 - (e) The Company shall not in the development of the Proposals bring the BBC into disrepute.
7. The Company agrees not to assign, transfer, charge or sub-contract any or all of their obligations under this Agreement without the prior written consent of the BBC and nothing in these terms shall be deemed to constitute a partnership between the Company and the BBC.
8. This agreement is personal to the Company and shall not be assigned to any person firm or corporation without the prior written consent of the BBC.
9. The Company shall indemnify and keep indemnified the BBC against all actions, claims, costs (including reasonable legal costs and settlement costs and payments made on the advice of Counsel), proceedings, damages, expenses or fines arising directly out of any breach or non-

performance by the Company of any warranty given by it or obligation undertaken by it as set out in this letter.

10. If the Company is in material breach of any of the terms of this letter of agreement other than a remediable breach of which the BBC gives the Company notice and which is corrected within seven (7) days of such notice, the BBC shall be entitled to terminate it.
11. This letter of agreement does not create or confer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to the agreement and contains the entire understanding of the parties.
12. This letter of agreement shall be interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.