



AUDIO PROGRAMME PRODUCTION AGREEMENT: SPECIAL TERMS

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:

1. The BBC has commissioned the Producer, and the Producer agrees, to produce and deliver to the BBC the Programme on the following terms:
 - a. these Special Terms;
 - b. the attached Schedules (including the Commissioning Specification set out at Schedule 1);
 - c. The BBC Programme Production General Terms in force and published at the Agreement Date at the following url: <https://downloads.bbc.co.uk/radio/commissioning/radio-general-terms-2015.pdf> which may be archived from time to time but will still be available on the BBC's commissioning website) ("General Terms")

(together, the "Agreement").
2. In the event of conflict or inconsistency between these Special Terms and the General Terms, the Special Terms shall prevail.
3. It is acknowledged that the BBC's new Terms of Trade framework (the "Framework"), was published at the following url: <https://www.bbc.co.uk/commissioning/radio/documents/audio-terms-of-trade-final-may-2024.pdf> and is effective from the 1st April 2024 and accordingly it is further agreed that the Agreement is deemed amended as required to give effect to the Framework provisions.
4. Words and expressions capitalised in these Special Terms shall have the same meanings as defined in the Framework, unless otherwise stated.
5. The Agreement shall take effect from the Agreement Date defined below.

DETAILS	TERMS
AGREEMENT DATE	[INSERT]
AUDIO PROGRAMME	
Title	
No. and duration of episodes	[] x [] minutes
Genre	
Editorial Contacts:	BBC: [INSERT NAME AND EMAIL ADDRESS] Production Company: [INSERT NAME AND EMAIL ADDRESS]
Business Affairs Contacts	BBC: [INSERT NAME AND EMAIL ADDRESS] Production Company: [INSERT NAME AND EMAIL ADDRESS]
Delivery Date	
LICENCE FEE	
Licence Fee (£)	
BBC Development Funding already paid to Production Company (£)	[INSERT] The parties agree that the Licence Fee shall be inclusive of any BBC Development Funding.
Payment Schedule	70% of Licence Fee [INSERT] payable on receipt by BBC of fully executed Agreement

	<p>30% of Licence Fee [INSERT] payable on written acceptance by BBC of Full Delivery</p> <p><i>[Or insert payment schedule agreed]</i></p> <p>Invoices should be sent to: bbc_apinvoices@bbc.co.uk or directly through the BBC's electronic invoicing portal.</p> <p>Payment queries should be directed to: bbc.accountspayable@bbc.co.uk</p>
COMMERCIAL DISTRIBUTION RIGHTS	
Commercial Distribution Rights granted to BBC Studios?	<p>Y/N - please select</p> <p>Where Y selected, Schedule 2 shall be signed and annexed to this Agreement</p>
TALENT & CLEARANCES	
Underlying rights and contributions	<p>The Producer agrees that no commercial music will be included in the Programme. Any music contained in the Programme will be specially composed/ library music. The Producer shall adhere to the BBC's Commercial Music Policy, as updated from time to time, available here: https://downloads.bbc.co.uk/radio/commissioning/Indies_Using_Music_in_BBC_Speech_Audio_Content.pdf</p> <p>The Producer shall undertake other clearances in accordance with the BBC's collective arrangements with trade union bodies; and where such collective arrangements do not apply, in accordance with standard industry practice, such that no further payments are required to underlying rights holders or contributors in relation to the exercise of the rights granted under this Agreement (including Schedule 2 where applicable).</p> <p>***</p> <p><i>Include if applicable:</i></p> <p>For Commissioned Scriptwriters: The fee paid by the Producer to the writer shall be used to pre-clear the following (as such terms are defined in the BBC's applicable collective agreement with the WGGB): <i>Include/delete as applicable</i></p> <p>[2 transmissions on BBC's Domestic Services,] Rights covered by BBC's New Public Services Fee including 5 years unlimited use online and unlimited repeats on BBC Digital Radio Services for 5 years from first analogue broadcast.</p> <p>For Equity Artists: The engagement fee shall be used to pre-clear the following uses as defined in s1 of the BBC/Equity Audio Agreement: <i>Delete as applicable:</i></p> <p>[BBC Core Services] [BBC Public Service Digital Services] [BBC Podcast or On Demand Services]</p> <p>Further repeats and uses by the BBC to be clearable in accordance with the BBC's collective agreements with the WGGB and Equity, including as required to clear the Programme for commercial exploitation, subject only to the payment of such residuals, royalties, use fees or repeat fees if any due on such exploitation (it being acknowledged that any further use fees payable for BBC public service uses will be funded by the BBC).</p>

	<p>For Musicians: The fee paid by the Producer must include the applicable engagement fee (in accordance with the BBC/MU agreement https://www.bbc.co.uk/contributors/documents/bbc-mu-agreement-2023.pdf) and the payment of 145% for all BBC Public Service uses.</p> <p>(note: where the Producer has granted Commercial Distribution Rights to BBC Studios under Schedule 2 of this Agreement, MU contributions can be cleared by the Producer for Commercial Audio Exploitation (except Music Product) for an additional payment of 15%)</p>
Presenter(s)	[insert any specific requirements/restrictions on the Programme presenter]
VARIATIONS TO GENERAL TERMS	
General Term 12.2:	Shall be retitled ' <u>BBC Network Rights</u> ' and General Term 12.2.2 is hereby deleted.
A new General Term 6.6 shall be added as follows:	The Producer shall ensure that all production staff directly employed by the Producer, or a company within the same group, working on the production and delivery of the Programme to the BBC are paid the appropriate National Living Wage, London Living Wage or Scottish Living Wage, as applicable, with regard to the location of their employment. The definition of the Living Wage that the BBC is taking as a benchmark is that set out by the Living Wage Foundation: http://www.livingwage.org.uk/
SPECIAL PROVISIONS	
	[n/a or insert any specific requirements/clauses]
This Agreement is entered into on the Agreement Date.	
SIGNATURES	
BBC	<p>..... Signed on behalf of BBC</p> <p>Print name: Job title:</p>
PRODUCER	<p>..... Signed on behalf of Producer</p> <p>Print name: Job title:</p>

SCHEDULE 1
Commissioning Specification
[INSERT]

SCHEDULE 2
BBC Studios Commercial Distribution Rights Opt-In

FROM: [PRODUCTION COMPANY] of [address], Company Registration Number [Number] ("the Producer"; "We")
TO: BBC Studios Distribution Limited of 1 Television Centre, 101 Wood Lane, London W12 7FA, Company Registration Number 01420028 ("BBC Studios")

Dated 202[]

Dear BBC Studios

[programme title]

We refer to the Programme Production Agreement made between us, the Producer, and the British Broadcasting Corporation ("BBC") relating to the commission and production of the above-named programme ("the Programme").

It is agreed that:

1. In accordance with the general terms and conditions for the distribution of speech audio led programmes by BBC Studios the ("BBC Studios General Terms") (at the following url: <https://www.bbc.co.uk/commissioning/radio/documents/bbc-studios-audio-distribution-general-terms.pdf>) the Producer grants to BBC Studios the following Commercial Distribution Rights in the Programme:

RSS Commercialisation Rights; On Demand Rights; Scheduled Service Rights; and Non-Theatric Rights	<input checked="" type="checkbox"/>
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2. The exercise of such Commercial Distribution Rights shall be on the terms and in accordance with the definitions set out in the BBC Studios General Terms.
3. We confirm that We have contracted all underlying rights holders and/or contributors as required under the Special Terms, Talent & Clearances; and that there is no commercial music in the Programme; and accordingly the exercise of such Commercial Distribution Rights listed above shall not require any further underlying clearances or payments to be made, save for any applicable royalties which shall be administered by us, the Producer.
4. Producer Account Details:

Account Name:	[]
Account Number:	[]
Sort Code:	[]
Bank:	[]
Branch	[]
Email Address for Statements	[]

5. Notices and Contacts

Notices and other communications from the Producer to BBCSD shall be marked for the attention of: Audio Distribution Team to the following email address: WorldwideNotices@bbc.com

Notices and other communications from BBCSD to the Producer shall be marked to the attention of:

Contact Name: []
e-mail: []
Phone Number: []

Please confirm your agreement to the terms set out above, by signing below.

Yours faithfully,

Signed
for and on behalf of the Producer

Print name:

Job title:

Signed
for and on behalf of BBC Studios Distribution Limited

Print name:

Job title: