

## **BBC'S RELEASE POLICY FOR COMMERCIAL AUDIO EXPLOITATION IN THE UK**

### **CONTEXT**

Under the [BBC Terms of Trade for the Production of Audio Programmes by Independent Producers](#) when commissioning a programme from a producer the BBC acquires an exclusive licence in the UK for its licence period (which includes any audio-visual content created to support the promotion of the programme or long form visualisation if included in the commission).

This release policy explains the circumstances in which the BBC is likely to consent to the early release of its exclusivity and waiver of its recommissioning right to allow commercial distribution in the UK by the Producer, and the associated conditions that apply to the Producer and the BBC.

This policy will be in operation for two years from the date of application (27 October 2025), during which time a maximum of twelve requests (within which a maximum of two per supplier) will be granted in order to monitor certain measurable impacts as agreed between the BBC and Audio UK. Following such initial period, this policy may operate more permanently and will be updated from time to time in response to changes to the audio landscape, the BBC's public service priorities and market conditions. The BBC will also keep the operational workings of the policy under review.

### **OPERATION OF THE RELEASE**

After the commission and publication of two series of the programme by the BBC, the Producer may seek to fund further series of the programme themselves (or in partnership with a third party) and distribute it on a commercial basis. If the Producer is interested in proceeding on this basis it will engage with the BBC Business Affairs Manager who dealt with the commission of the programme in order to agree the terms of a release from the BBC's recommissioning right.

### **Public Service Value**

- The BBC will consider all requests in line with the following factors:
- Ongoing strategic value to the relevant network or BBC Sounds, with factors including but not limited to:
  - Prominence in network schedules or network defining programming
  - Critical brand value to the BBC
  - Forming part of multiple title offer on an umbrella feed
  - Potential conflict with pan-BBC presenter arrangements or exclusivity
- Underlying rights (including Sports and Music) and IP ownership in the Programme
- Legal and editorial risk (including but not limited to threat of litigation, vulnerable contributors)

### **Terms of Release**

Agreement to the Producer's request will be at the BBC's sole discretion and where granted, subject to a written amendment to the commissioning agreement and will include the following obligations on the Producer:

- The cost of producing new episodes and series of the Programme, will be covered by the Producer and/or a third party and will be the sole responsibility of the Producer.
- In consideration for the waiver of any active recommissioning right, the Producer will:
  - Grant to the BBC an exclusive first look to obtain a licence to release new episodes ad-free on BBC owned and operated platforms
  - Pay a minimum of 10% of the Producer's gross distribution revenues to the BBC for the duration of the original licence period in respect of new episodes and audio-visual content or other associated material;
  - In respect of the mutually agreed release or termination of the licence period for existing episodes/back catalogue (and audio-visual content or other associated material), the parties will negotiate delivery costs and share of distribution revenues on a case-by-case basis (with the producer covering any related clearance costs and payaways in relation to past episodes), with such entitlement to be extended by a year in respect of each series of back catalogue exploited by the Producer.
  - Indemnify the BBC in respect of third-party claims relating to any content on the RSS feed following its re-direct to the Producer, regardless of when it was produced
  - Carry promotional trails to BBC Sounds and BBC audio content on the commercial RSS feed including within end credits
  - Carry audio signposting (e.g. an audio sting) to inform subscribers that content on the feed is no longer funded by the licence fee or governed by BBC Guidelines, as may be supplied and directed by the BBC.
  - An appropriate share of revenue derived from derivative exploitation

#### **Transfer from the BBC**

To effect the transfer to commercial production and distribution, where the programme constitutes the sole content on an RSS feed, the BBC will place a re-direct on that RSS feed for the Producer or its distribution partner to control the feed entirely. The BBC and the Producer will negotiate in good faith in relation to the delivery and exploitation of existing episodes of the programme which will not automatically form part of the re-directed RSS feed.

Where the programme is not already distributed via RSS feed the Producer will publish a new RSS feed for the commercial distribution of the new series of the programme.