

# BBC sketch agreement

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## SKETCH AGREEMENT

Memorandum of an Agreement made on

31 May

2012

Between

The British Broadcasting Corporation whose principal office is at Broadcasting House Portland Place London W1A 1AA (the "BBC" which term shall where the context so permits include the BBC's assignees and successors in title) and

The Personal Managers' Association Limited whose registered office is at Summit House, 170 Finchley Road, London NW3 6BP. (Company number 00487049) (the "PMA") and

The Writers' Guild of Great Britain of 40 Rosebery Avenue, London, EC1R 4RX (the "WGGB")

establishing the minimum terms which shall be offered by the BBC on commissioning a Writer to write sketch material for television and for online commissions.

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## DEFINITIONS

The words set out below shall mean as follows and expressions defined in the Copyright, Designs and Patents Act 1988 as amended from time to time (“the Act”) shall have the meanings ascribed to them in the Act unless in either case the context requires otherwise:

- A. “Audio Publication”: the exploitation of any product which is capable of bearing sound (unaccompanied by visual images) now or hereafter known derived from a recording of the performance of the Work including the right to sell electronic copies of the product where, notwithstanding other provisions of this Agreement, the sound recording may be edited for that purpose.
- B. “Deal Memo”: the agreement in writing between the BBC and the Writer based on the form set out in Schedule Eight specifying particulars of the commission which incorporates the terms set out in this Agreement and forms the contract for the commission
- C. “Delivery”: delivery to the BBC of the Work (written in accordance with the brief for the commission) and of a quality acceptable to the BBC for television transmission by the BBC
- D. “Download to Own Rights”: the right to sell for permanent ownership to the public by electronic transmission to or from any storage medium (now or hereafter known) solely for private use copies of or access to recordings of the performance of the Work (but not including Videogram Rights or so-called video on demand rights)
- E. “FDPP”: the first day of principal photography of the Programme
- F. “Fee”: the amount per minute specified in the Deal Memo as payable to the Writer for the Work which after two years from the date of the original Transmission shall be adjusted for the purposes of calculating fees for repeat Transmissions (for Work confirmed as included in the Programme) by the increase in the RPI from the month of the Deal Memo to the month of the repeat Transmission
- G. “Format”: the expression of an original idea for a television programme recorded in writing or otherwise and consisting of such elements as its setting characters and their relationships its themes and how the narrative might develop
- H. ‘Forum’: The body established by the BBC, the PMA and the WGGB having jurisdiction over this Agreement, the powers and constitution of which are described in Schedule Ten
- I. “Gross Receipts”: the gross revenue less taxes, duties or other levies derived from distribution of the Programme or Series incorporating the Work anywhere in

the world or in the case of transmission by a co-producer in its own service, the deemed gross revenue agreed by the Forum from time to time

- J. “Narrative Repeat”: a repeat Transmission made within seven days of the first Transmission
- K. “Off-Peak”: the period between 2300 hours on one day and 1830 hours on the following day, except as otherwise stated in Schedule One
- L. “Online Commission”: a Work commissioned for a Programme or Series created specifically for first Transmission on the BBC’s websites or on the BBC Red Button (as included in the BBC’s Public Services listed in Schedule Nine)
- M. “Peak”: the period of time between 1830 and 2300 hours each day
- N. “Primary Channel”: BBC One, BBC Two, ITV1, Channel 4, Channel Five
- O. “Programme”: the television or online production including a Series of programmes where the context requires, incorporating the Work or part thereof
- P. “Public Service”: Any service or activity falling within the definition of UK Public Services set out in the BBC’s Agreement with the Secretary of State for Culture, Media and Sport and any successor to or variation of that definition, which both promotes the Public Purposes of the BBC as set out in the BBC’s Royal Charter, and is contained in the list of services in Schedule Nine
- Q. “RPI”: the general index of retail prices, all items index compiled by the UK Office for National Statistics and published in the United Kingdom in the Monthly Digest of Statistics by the Office for National Statistics
- R. “SCTW”: Secondary Channel Transmission Window
- S. “Season”: a group of Programmes forming a further Series under the same title or an analogous title
- T “Secondary Channel”: BBC Three, BBC Four, CBBC, CBeebies
- U “Series”: a series of Programmes commissioned together for Transmission as a cohesive unit and incorporating the Work or part thereof
- V “Television Distribution”: all forms of television distribution however transmitted or delivered whether now or hereafter known
- W “Television Distribution – BBC Interest”: Television Distribution provided by a body owned or controlled by the BBC or by a body in which the BBC has an interest as a shareholder or in a service (other than a Public Service) for which the BBC is editorially responsible
- X “Transmission”: a transmission of a performance of a Work by any televisual means and media whether now or hereafter known (including without limitation both

broadcast and/or on-demand and including without limitation by so-called on-line means). A Transmission of a Programme on a BBC channel shall mean a simultaneous or non simultaneous Transmission in some or all BBC regions or so-called BBC nations served by each such channel

Y “Videogram Rights”: the right to exploit physical audiovisual recordings of the Programme (“Videograms”) by whatsoever technical means now or hereafter known intended solely for private use by the public (but not including Download to Own Rights or so-called video on demand rights)

Z “WDP”: a writers’ digital payment body or bodies, being a collective management organisation appointed to determine the pattern of distribution of monies due to writers in respect of the categories of use set out in clause 9 and Schedule Four of this Agreement or any other body set up to fulfil that function and approved by the Forum

AA “Writer”: the person or persons named as such in a Deal Memo into which the terms of this Agreement are incorporated

BB “Work”: the original item or items of sketch material commissioned from or delivered by the Writer and specified in the Deal Memo

## **1. Application of Agreement**

The BBC undertakes to commission the writing of sketch material for television and for Online Commissions in accordance with this Agreement. The minimum fees applicable to this Agreement are set out in Schedule Six. This Agreement also applies to sketch material which the Writer has already written and which the BBC wishes to license for use in a Programme or Series.

## **2. Commissioning**

- 2.1 The Writer will write and deliver the Work not later than the date specified in the Deal Memo or in the absence of such a date in accordance with a schedule to be agreed between the Writer and the BBC.
- 2.2 The Writer will carry out the commission to the best of the Writer's ability in accordance with directions given by the BBC including as to the duration specified in the Deal Memo and in consultation with such person or persons as the BBC may direct and including both rewrites and minor revisions reasonably requested by the BBC from time to time in accordance with clause 16 below.

## **3. Rights**

- 3.1 In consideration of the payment of the full Fee as the basis for making one Programme only based on the Work in return for the Fee and various further payments as set out in this Agreement, the Writer shall by signing the Deal Memo grant to the BBC with full title guarantee an exclusive irrevocable licence of the copyright in the Work (subject for clarity to any termination of the licence under clause 3.2 or 6.4) during such period as such rights are protected by the laws of any jurisdiction and any extensions thereof and thereafter as far as possible in perpetuity throughout the Universe to use and exploit the Work provided that (subject to clause 3.2 below) principal photography of the Programme or Series incorporating the Work commences within eighteen months of the date of Delivery of the Work or if later, the last item of it commissioned under the Deal Memo.
- 3.2 The BBC's licence of rights in the Work shall terminate as regards the whole Work or any item of the Work if the BBC does not include it in a Programme or Series episode which commences principal photography within eighteen months of Delivery in accordance with clause 3.1 above .
- 3.3 If the Writer has delivered more material than the BBC has commissioned, the BBC may upon payment of a further Fee obtain a licence to use such of the additional material as it pays for in a Programme or Series or any future Season provided that principal photography of the Programme, Series or Season commences within eighteen months of Delivery of the Work.

#### **4. Format and Character Ownership and Holdbacks**

- 4.1 The Writer shall retain all rights in any character dimensionally created by the Writer who appears in the Work subject to the licence granted to the BBC under this Agreement.
- 4.2 The Writer shall not use, or license or assign the use of dimensionally created characters outside the Programme or Series without the prior approval of the BBC, exercised as follows:
- 4.2.1 The right of approval shall apply to any character appearing in more than one Programme or episode of a Series, during a period of twelve months from the date of first Transmission of the last episode of the Series provided that such rights will continue for each continuous further period of twelve months in respect of each Series if:
- (a) a further Season or Programme is commissioned within twelve months of Transmission of the last episode; or
  - (b) the BBC repeats any Series or Season or Programme in Peak on BBC One, BBC Two, BBC Three or BBC Four within twelve months of Transmission of the last episode or of a previous repeat showing in Peak of a Series or Programme on BBC One, BBC Two, BBC Three or BBC Four
- 4.2.2 Approval regarding use or licensing or assignment of the right to use characters shall be limited to the use of characters in connection with programmes for any other UK film or television producer or broadcaster, any UK stage production or any advertising campaigns, or otherwise in connection with the promotion of any service, business or product.
- 4.2.3 The BBC undertakes that it will not in the exercise of its right of approval require payments and that it will exercise its right of approval reasonably and in accordance with the BBC's Editorial Guidelines
- 4.2.4 For clarity, the right of approval does not extend to approval of the commercial terms of such use of dimensionally created characters.

#### **5. Further use of the Work or part thereof**

The provisions set out in Schedule Two shall apply to further use of the Work or extracts from the Work as recorded in the Programme or Series separately from the Programme or Series:

- 5.1 where the Work was commissioned by the BBC;
- 5.2 where the Writer has delivered and the BBC in accordance with Clause 6.4 has paid for more material than the BBC has commissioned;



subject in both clauses 5.1 and 5.2 to uses permitted by law or by this Agreement including without limitation by clause 10 below.

## **6. Payment for the Work and Secondary Channels Use/Channel Transfers**

6.1 In consideration of the licence by the Writer of the rights granted by the Deal Memo, the BBC will pay the Writer the Fee payable as to 50% on signature of the Deal Memo and 50% on Delivery.

6.2 Where the BBC wishes to acquire a licence in a Work (being Work not specifically commissioned by the BBC) the whole Fee is payable on signature of the Deal Memo. If the BBC requests revisions to be made to the Work to make it acceptable for Transmission, the BBC will pay 50% of the Fee to the Writer on signature of the Deal Memo relating to such revisions and 50% on Delivery of such revisions.

6.3 If the Writer delivers more material than the BBC has commissioned the BBC will pay the agreed second half of the Fee for the commissioned material on Delivery. On completion of production, the Writer will be paid an amount equivalent to the Fee per minute in respect of any additional material included in the Programme and the provisions of this Agreement shall also apply to the additional material.

6.4 If the Writer has delivered more material than was commissioned but at any time before commencement of principal photography of the Programme notifies the BBC in writing that the Writer wishes to withdraw the additional material, the BBC will, within two weeks of receiving such notification, either notify the Writer that the BBC agrees to the withdrawal or pay the full Fee in respect of the additional material and obtain the licence as set out in clause 3 for such additional material.

### **6.5 Works Commissioned for Programmes on BBC One or BBC Two**

- a) The Fee will acquire one Transmission on BBC One or BBC Two.
- b) If use is made on a Secondary Channel a fee of 10% of the Fee is payable. This payment shall acquire unlimited Transmissions during a six month SCTW on BBC Three or BBC Four or unlimited Transmissions during a twelve month SCTW on CBBC or CBeebies. Each such SCTW begins on the day of the first Transmission on the respective Secondary Channel.

### **6.6 Works Commissioned for Programmes on BBC Three or BBC Four**

- a) The Fee will acquire unlimited Transmissions during a three month SCTW. The three month period shall begin on first Transmission of the Programme.
- b) On FDPP an additional 10% of the Fee is payable which will acquire unlimited Transmissions on BBC Three or BBC Four during a further six month SCTW. The six month period begins immediately following expiry of the initial three month SCTW.

- c) On expiry of the six month SCTW described in clause 6.6(b) above further six month SCTWs may be purchased subject to the payment on Transmission of 10% of the Fee. Each further six month period begins on the day of the first Transmission on BBC Three or BBC Four after expiry of the previous SCTW.
- d) If the Programme or Series is Transmitted on BBC One or BBC Two the relevant repeat fees set out in Schedule One shall apply.

#### 6.7 Works Commissioned for Programmes on CBBC or CBeebies

- a) The Fee will acquire unlimited Transmissions during a three month SCTW. The three month period shall begin on first Transmission of the Programme.
- b) On FDPP an additional 10% of the Fee is payable which will acquire unlimited Transmissions on CBBC or CBeebies during a further twelve month SCTW. The twelve month licence period begins immediately following expiry of the initial three month SCTW.
- c) On expiry of the twelve month SCTW described in clause 6.7(b) further twelve month SCTWs may be purchased subject to payment on Transmission of 10% of the Fee. Each SCTW begins on the day of the first Transmission on CBBC or CBeebies after expiry of the previous SCTW.
- d) Should the BBC wish to Transmit the Programme on BBC Three or BBC Four, the BBC shall pay 10% of the Fee to acquire unlimited transmissions during a six month SCTW which shall begin on first Transmission of the Programme on BBC Three or BBC Four. On expiry of the initial six month SCTW, further SCTWs may be purchased subject to the payment on Transmission of 10% of the Fee. Each further six month period begins on the day of first Transmission on BBC Three or BBC Four after expiry of the previous SCTW.
- e) If the Programme or Series is Transmitted on BBC One or BBC Two the relevant repeat fees set out in Schedule One shall apply.

#### 6.8 Online Commissions

- a) The Fee for an Online Commission is payment for the Writer to write the Work. Further uses by the BBC of the Work other than those set out in clauses 6.8(b), (c) and (d) shall be covered by the Collective Management arrangements set out in clause 9.1 and Schedule Four below.
- b) On Transmission of a Programme or Series incorporating an Online Commission on BBC One, BBC Two, BBC Three or BBC Four a fee will be paid which will make good the full disparity between the Fee for the Online Commission and the fee payable for Transmission on those channels, reflecting the Writer's rate for the Work had it been commissioned for those channels.

- c) For Transmissions on BBC One and BBC Two under the principle in clause 6.8 (b) above the balance of the full Fee will be payable as though the Programme had its first Transmission on BBC One or BBC Two. For subsequent repeats on BBC One or BBC Two the fee rate upon which the repeat fee is based under Schedule One will also be the full Fee as if the Online Commission had been commissioned for those channels.
  - d) For Transmissions on the Secondary Channels, a fee of 10% of the full Fee calculated in accordance with clause 6.8 (b) above is payable. This payment shall acquire unlimited Transmissions during a six month SCTW on BBC Three or BBC Four or unlimited Transmissions during a twelve month SCTW on CBBC or CBeebies. Each SCTW begins on the day of the first Transmission on a Secondary Channel.
- 6.9 All sums payable to the Writer shall be paid so as to be received within fourteen working days of the date on which they are stated to be due under clauses 6.1 to 6.8.

## **7. Repeat Fees for the Programme or Series incorporating the Work on Primary Channels**

The fees payable by the BBC for repeats of the Programme or Series incorporating the Work on Primary Channels are set out in Schedule One to this Agreement

## **8. Commercial Exploitation**

- 8.1 The BBC shall pay to the Writer sums equal to the shares of its revenues from exploitation set out in Schedule Three subject also to the following sub-clauses of this clause 8.
- 8.2 The minimum terms applicable to the exercise of Videogram Rights by the BBC are set out in Schedule Five.
- 8.3 By signing the Deal Memo, the Writer and the BBC agree and understand that the fee, residual or royalty for any usage of the Work as originally incorporated into a Programme or Series for which a payment has not been specifically set out in this Agreement shall be subject to determination in accordance with the mechanism of the Forum.
- 8.4 Where the BBC wishes to incorporate the Work or any part thereof in a new programme or otherwise seeks to make separate use of the Work or part thereof, the BBC shall first seek the consent of the Writer in accordance with and subject to the provisions set out in Schedule Two and subject to the payment provisions set out in Schedules Two and Three.
- 8.5 Where the Writer has written the Work jointly with another writer or writers who have been separately commissioned then the Writer shall be entitled to a

share which in the absence of agreement to the contrary shall bear the same proportion to the full royalty as the Writer's Fee bears to the aggregate of the Writer's Fee and the other writers' Fees.

- 8.6 If any Work by another writer or other featured material is with the consent of the Writer (which shall not be unreasonably withheld) included in a product sold in exercise of the Download to Own Rights or by way of Television Distribution or Audio Publication, the Writer shall receive such proportionate share of the royalties set out in Schedule Four as the duration of the Work included in the product (if written by the Writer alone) bears to the total duration of other writers' material included in the product or such lesser amount as the Writer may agree.
- 8.7 In order to take account of the specific requirements of third party co-financiers or co-producers the BBC shall be entitled to negotiate in good faith with the Writer a buy-out of the Writer's right to receive any fee residual or royalty in place of the arrangements set out in this Agreement. In these negotiations the BBC will take into account the market value of the additional rights that it is seeking to buy out.

## **9. Collective Management**

- 9.1 The Forum shall agree any form of use for which the Writer's rights to remuneration in respect of the BBC's own use of the Work will be managed collectively on behalf of the Writer and has agreed that WDP shall undertake the collective management. Uses for which collective management arrangements have been agreed by the Forum are set out in Schedule Four.
- 9.2 This Agreement will not prevent the Writer from being entitled to receive income under collective agreements negotiated by recognised foreign or domestic collecting societies for secondary uses of the Work by third parties under international law and the BBC will make no claim to any such income. In the event that the BBC and the Writer receive income under such a collective agreement, the BBC shall not be under any obligations to make any payment to the Writer from its share under the collective agreement.
- 9.3 The Writer will make no claim against the BBC, whether payment or otherwise, which shall arise out of any failure by the Writer or any organisation which may represent the Writer to enter into any agreement with foreign or domestic collecting societies or any failure on the part of such a society to make any payment to the Writer. For the avoidance of doubt the Writer shall not be entitled to make any claim against the BBC where the BBC has met all relevant obligations pursuant to clause 9.1 above.
- 9.4 By signing a Deal Memo, the Writer agrees that the BBC may disclose to a collective administration body information which the BBC holds about any such Deal Memo into which the terms of this Agreement are incorporated and any previous agreements between the Writer and the BBC which involve Works written by the Writer including the Writer's name and agent's address or

if the Writer has no agent the Writer's home address so as to assist the collective administration body to identify those entitled to receive monies collected and held by it as a result of its activities as a collective administration body.

## **10. Miscellaneous Uses**

The BBC will have the right without further payment to make and use (and authorise the making and use of) copies of the Work, parts thereof or recordings of the performance of the Work or parts thereof for:

- 10.1 the private purposes of the BBC (including staff training) or for purposes necessary to give effect to this Agreement but without prejudice to the payment provisions hereof;
- 10.2 televising by the BBC of brief excerpts from the Works in programmes relating specifically to the history of the BBC;
- 10.3 deposit, if the recording is considered of permanent interest, with the National Film Archive (being part of the British Film Institute) and with similar archive-holding bodies for preservation purposes and for private study by bona fide students;
- 10.4 showing at television and film festivals and award ceremonies and in accordance with the Agreement from time to time between the Performers' Alliance and the British Film Institute;
- 10.5 publicity and promotional purposes in all media now known or hereafter devised or discovered and for the purpose of technical trials;
- 10.6 making dubbings of the recordings into foreign languages and/or to add foreign language sub-titles for the purposes of effecting sales;
- 10.7 making and broadcasting adaptations in the form of English language teletext subtitles or sign language (by any means whether now known or hereafter invented) for the purpose of assisting those viewers with hearing disabilities;
- 10.8 making broadcasting and exploiting programmes incorporating the Work which contain descriptions of a performance of the Work on a separate audio channel (by any means whether now known or hereafter invented) in the form of an audio description of the visual elements of the programmes incorporating the Work for the purpose of assisting those who are visually impaired.

## **11. Disputes Procedure**

If a dispute relating to a Work licensed in accordance with this Agreement arises between the Writer and the BBC which cannot be settled by direct discussion then either party will have the right to refer the issue to a panel of five which shall be comprised of the Writer and their representative, two

representatives from the BBC and an independent third party to be appointed by agreement between the Writer and the BBC. This clause shall not however be invoked in a manner which might override any other clause in this Agreement or call into question the BBC's reasonable and proper discretion to exercise its editorial control over a Programme.

## **12. Regulation**

12.1 The parties hereto shall only amend this Agreement through the mechanism of the Forum (subject to clause 12.3 and Schedule Ten below). This provision does not limit the right of the BBC and the Writer to agree to amend the Deal Memo entered into between them.

12.2 If at any time after signature of a Deal Memo by or on behalf of a Writer and the BBC

- (a) any of the provisions for payments to a Writer set out in Schedules One to Five of this agreement are altered; or
- (b) the fee, residual or royalty for any usage of a Work for which a payment has not been specifically set out in this Agreement has been determined,

then payments to be made to the Writer shall reflect such alteration in respect of all relevant uses made of the Work after the date of such alteration or shall reflect such determination in respect of all relevant uses made of the Work whether before or after the date of such determination PROVIDED THAT such alteration or determination has been made

- (i) in accordance with the mechanism of the Forum
- (ii) by arbitration as provided for in Schedule Ten; or
- (iii) by an expert in accordance with clause 12.3 below.

12.3 It is agreed that should the Forum cease to function then

- a) those matters that are to be defined or determined by the Forum shall instead be defined or determined (unless otherwise agreed between the BBC the PMA and the WGGB) by an expert to be appointed by agreement between the parties or, failing agreement on such appointment being reached within one month of a request to agree such appointment being made, by the Head of Mediation Services for the time being of the Arbitration, Conciliation and Advisory Service (ACAS), such person to act as expert and not as arbitrator and his decision shall be binding on the BBC and the Writer of any Work covered by this Agreement; or

- b) if at any time the PMA or the WGGB has ceased to exist, sub-clause (a) above shall operate as if the BBC and the PMA and WGGB had failed to agree on the appointment of the expert.

12.4 Clause 12.3 shall survive termination of this Agreement between the BBC, the PMA and the WGGB.

### 13. Forum

The Writer agrees to submit to the jurisdiction of the Forum and be bound by decisions of the Forum on the terms and conditions set out in Schedule Ten

### 14. Accounting

14.1 Except where dealt with under Schedule Five the following accounting provisions shall apply to all exploitation of Work commissioned under this Agreement.

14.2 The BBC shall account to the Writer for any royalties due under clause 8 and Schedule Three as follows:

- (a) *Television Distribution excluding Download to Own, international iPlayer, transactional on-demand and extract exploitation* - royalties shall be paid to the Writer no later than the end of the month following the month in which the BBC receives the Gross Receipts if the BBC or an associated or subsidiary company is the distributor, or if a third party is the distributor no later than the end of the month following the month in which the BBC is notified of the exploitation;
- (b) *Download to Own, international iPlayer, transactional on-demand, extract exploitation, and Audio Publication* - royalties shall be accounted for in respect of the six month periods to 30<sup>th</sup> June and 31<sup>st</sup> December following publication and the corresponding royalties shall be paid to the Writer no later than three months from the end of the period to which they refer;
- (c) Any payments due to the Writer for *attractions, exhibitions or live events* shall be paid to the Writer no later than the end of the month following the month during which the attraction, exhibition or live event commences.

For accounting under clause 14.2 (a), (b) and (c) any payments shall be accompanied by an explanation of how the amount due to the Writer is calculated. Unless specifically requested no payments will be made in respect of any period in which the sum due to the Writer is less than £25 in which case the amount will be carried forward to the next accounting period but shall in any event fall due for payment within twelve months.

- 14.3 The BBC will on receipt of a prior written notice from the Writer permit the Writer or a professional representative of the Writer to examine and take copies of its records of account relating to exploitation of the Work in accordance with clause 8 above (but not more than once in any calendar year and during business hours only). The said examination shall be at the expense of the Writer unless errors to the disadvantage of the Writer exceeding 10% (but subject to a minimum of £150) are disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within twelve months of receipt of any payments by the Writer and there is no other dispute relating to those payments then the Writer shall be deemed to have agreed that those payments are correct and to have waived any claim in relation to them.
- 14.4 The Writer shall keep any confidential information regarding the affairs of the BBC or any third parties which come to the attention of the Writer as a result of the examination or otherwise strictly confidential provided that the Writer may disclose such information to the Writer's professional advisers and the BBC reserves the right to require any professional representative of the Writer who examines the records of account to sign an undertaking of confidentiality in similar terms to that given by the Writer herein.

## **15. Publicity**

The BBC shall be entitled subject to clause 16.1 to use the Writer's name, approved biography and approved photograph or likeness in association with any use of the Work licensed under this Agreement but not so as to suggest that the Writer approves or endorses any product other than the programme based on the Work itself.

## **16. Moral Rights and Alterations**

- 16.1 The BBC undertakes to record authorship of the Work for reporting to WDP and agrees to credit the Writer in accordance with clause 18.1. The Writer asserts the Writer's right to be identified as the author of the Work, but acknowledges that so long as the BBC has complied with its obligations in this Agreement then the BBC will have a valid defence to any claim that the Writer's moral rights have been infringed. Notwithstanding the foregoing, the Writer may require that the Writer is not credited in any situation where the Writer regards the version of the programme edited for UK transmission to be a derogatory treatment of the Work.
- 16.2 The BBC may request the Writer to rewrite or revise or may itself rewrite or revise the Work in any manner it considers is required to make it acceptable for Transmission in the Programme.
- 16.3 The BBC and persons the BBC authorises will also have the right to edit the programme length for the purposes of co-productions and effecting sales



outside the UK, or for the purposes of scheduling requirements in the UK, in all media.

- 16.4 The BBC shall also have the right in all circumstances to make such changes as are necessary to avoid involving the BBC in legal action or bringing the BBC into disrepute.

## **17. Use of Works**

- 17.1 The BBC shall not be obliged to use the Work in any way and if it does not do so it shall not be liable to the Writer for any loss or damage which may be suffered by the Writer for any failure to obtain publicity or for any loss of opportunity to enhance the Writer's reputation.

## **18. Credit**

- 18.1 The Writer shall be entitled to screen credit in any Programme or Series containing the Work or any part thereof, but any inadvertent failure of the BBC or any third party to comply with this clause shall not be deemed to be a breach of this Agreement provided always that the BBC shall use reasonable endeavours to rectify any breach of this clause.
- 18.2 A breach of clause 18.1 above shall not entitle the Writer to seek injunctive relief and the Writer's sole remedy shall be in damages.

## **19. Copy of Programme**

The Writer shall be entitled to one DVD copy of the Programme based upon the Writer's Work.

## **20. Attendance and Expenses**

The BBC may request the Writer to attend production meetings, rehearsals and recordings for which it will pay an attendance fee to be agreed individually with the Writer.

## **21. Confidentiality**

By signing the Deal Memo the Writer agrees not to disclose to any person (other than professional advisors) confidential information relating to the contents of the Work or Programme or the BBC's plans for the development of a Series and for the avoidance of doubt will not disclose (or allow the disclosure of) the Work to another producer or broadcaster prior to its first Transmission unless and until the Writer becomes entitled to reversion of the rights in the Work under clause 3.2 but nothing shall limit the ability of the Writer to show a Work as a writing sample to third parties

with a view to obtaining further work as a writer except in circumstances where the showing of such Work would disclose sensitive or confidential programme information.

## **22. Warranties and Indemnity**

22.1 By signing the Deal Memo the Writer warrants that the Writer:

- a) is or will be the sole author of the Work which is wholly original to the Writer (except to the extent that it is based on or relates to the work of third parties provided by the BBC) and does not infringe the copyright or any other right of any third party nor contain any defamatory statement or innuendo which if published in any form whatsoever might confer on any person firm or company a right of action or claim for damages (provided however that the Writer shall not be liable for any defamatory matter which in the reasonable opinion of the BBC was included in the Work without negligence or malice on the Writer's part);
- b) is free to accept this engagement and has no commitments and will not make or accept any commitment which shall prevent the full rendering of the Writer's services required to the BBC in accordance with this Agreement;
- c) is a "qualifying person" within the meaning of the Act;
- d) will at the expense of the BBC do all such further acts and sign or execute all such further documents or deeds as the BBC may require to protect vest in or confirm to it the rights intended to be granted hereby;
- e) will indemnify the BBC against all actions proceedings costs claims and damages and any compensation agreed on the advice of Counsel arising from any breach or non-performance by the Writer of any warranty contained in this Agreement. The BBC will consult with the Writer prior to settling any claim against the BBC by a third party pursuant to this clause.

22.2 By signing the Deal Memo the BBC warrants that if the Work is based on a Format other than one created by the Writer it has obtained all rights necessary to enable the Writer to write the Work based on it and will indemnify the Writer against all actions proceedings costs claims and damages and any compensation agreed on the advice of Counsel arising from any breach or non-performance by the BBC of this warranty. The Writer will consult with the BBC prior to settling any claim against the Writer by a third party pursuant to this clause.

## **23. BBC's Licensees**

The BBC shall be entitled to license or sub-license any of the rights granted to it by the Deal Memo and the benefit of the whole or any part of the agreement and the warranties and covenants of the Writer therein contained to any other person firm or company whatsoever PROVIDED THAT the BBC will remain liable in an ongoing manner for its obligations and undertakings as set out in its agreement with the Writer. The BBC agrees to give the Writer notice of any licence of the entire benefit of its agreement with the Writer within twenty-one days of its occurrence.

## **24. Term and Termination**

This Agreement between the BBC the PMA and the WGGB may be terminated by any party on giving six months' written notice of termination to the others, no such notice to be given prior to the fifth anniversary of the date of its signature. Termination of the Agreement shall have no effect on the subsistence of any agreement between the BBC and a Writer which incorporates its terms.

## **25. Notices**

- 25.1 Any notice required to be given pursuant to the BBC's agreement with the Writer shall be in writing (not e-mail) and shall be delivered to the address of the other party set out in that agreement or such other address as may be notified in writing to the other party from time to time.
- 25.2 Any notice required to be given pursuant to the Agreement between the BBC the PMA and the WGGB shall be in writing (not e-mail) and shall be delivered to the address of the relevant party set out in the Agreement or such other address as may be specified in writing to the relevant party from time to time.
- 25.3 Any such notice duly given shall be deemed to have been received: if delivered by hand at the time of delivery; or if sent by fax by the first working day next following the day of sending; or if sent by post two working days after posting.

## **26. Assignment**

The Writer shall not assign transfer charge or deal in another manner with the Writer's agreement with the BBC or any right of the BBC under it or sub-contract any or all of the Writer's obligations under it.

## **27. No Agency Partnership Joint Venture or Employment**

- 27.1 Nothing in the agreement between the BBC and the Writer shall be deemed to constitute either party as the agent of the other party or to create a partnership

joint venture or contract of employment between the parties and the Writer shall not have the power to obligate or bind the BBC in any matter whatsoever.

27.2 Nothing in the Agreement between the BBC the PMA and the WGGB shall be deemed to constitute one party as the agent of another party or to create a partnership or joint venture between any parties.

## **28. Variation**

28.1 No amendment to the terms of the agreement between the BBC and the Writer shall be valid or binding unless made by prior written agreement between the parties to that agreement or as provided for in that agreement.

28.2 No amendment to the terms of the Agreement between the BBC the PMA and the WGGB shall be valid or binding unless made by prior agreement between the parties or as provided for herein.

## **29. Value Added Tax**

All payments referred to in the Agreement are exclusive of Value Added Tax and the BBC agrees to pay Value Added Tax properly payable with respect to such payments on receipt of the appropriate invoice.

## **30. Severability**

The unenforceability of any single provision of the agreement between the BBC and the Writer shall not affect any other provision therein.

## **31. Headings**

The headings of the clauses of the Agreement are provided for reference only and shall not limit or affect the meaning or interpretation of the said clauses.

## **32. Proper Law**

The agreement between the BBC and the Writer shall be deemed to have been made in the United Kingdom and shall be interpreted in accordance with the laws of England. Any dispute arising under that agreement shall be subject to the jurisdiction of the English Courts.

## **33. Nature of the Agreement**

The Agreement between the BBC the PMA and the WGGB is not intended to and does not create a legally-binding contract between the organisations and is binding

upon them only in honour. Similarly, any additions or amendments to the Agreement which may be agreed between the BBC the PMA and the WGGB will be binding upon them only in honour.

## SKETCH AGREEMENT

### SCHEDULE ONE

#### Repeat fees

1. The BBC will pay the Writer fees in consideration of all repeat Transmissions of the Programme or Series incorporating the Work on Primary Channels as follows within 14 working days of such Transmission taking place:

Transmission Period	Repeat Fee as percentage of Fee	Narrative Repeat
Peak (1830 – 2300)	50%	40%
Off-Peak	20%	20%

2. The Off-Peak rate only applies where the Programme was first Transmitted commencing in the Peak period. Children's programmes will attract the Peak rate for Transmissions commencing between 0925 and 1830 and the Off-Peak rate for Transmissions commencing between 1830 and 0925.
3. For Online Commissions the rate upon which the repeat fee is based will be subject to the principle set out in clause 6.8 (b) and (c) of the Agreement.

## SKETCH AGREEMENT

### SCHEDULE TWO

#### USE OF THE WORK OR PART THEREOF IN NEW PROGRAMMES

1. The BBC shall be entitled without consent (other than as set out in paragraph 2 below) to make use of the Work or part thereof for incorporation in new programmes which may be exploited by the BBC on the same basis as described in paragraphs 3 and 4 of this Schedule Two of this Agreement, subject to clause 5 of the Agreement
- 2 The Writer's consent shall be required for the use of the Work or part thereof in programmes where the editorial principle for the selection of extracts is (a) the choice of a presenter in the role of celebrity rather than critic or interviewer or (b) that the extract is a defining moment in the original Programme.
- 3.1 Payment for use of the Work or part thereof in a Public Service (other than a Public Service for which collective management arrangements have been agreed as described in clause 9.1) shall be calculated by doubling the Fee (calculated per thirty (30) seconds or part thereof) and multiplying it by the duration of the extract (the "Deemed Fee").
- 3.2 Where the extract is repeated in a new programme of the same Series or a previous Series based on the same Format:
  - 3.2.1 for a repeat on BBC One or BBC Two, the repeat fees set out in Schedule One above shall be applied to the Deemed Fee and payable in respect of each Transmission;
  - 3.2.2 for repeats on a Secondary Channel, 10% of the Deemed Fee will acquire unlimited Transmissions and all other Public Service uses associated with such Transmissions for an SCTW of six months on BBC Three or BBC Four or of twelve months on CBBC or CBeebies, commencing on the first Transmission of the programme containing the extract on the Secondary Channel.
- 3.3 Where the extract is used on-line in conjunction with BBC Public Services intended to complement the original Programme neither consent nor payment shall be required. For the avoidance of doubt, payment shall be required for any use of the Work or part thereof in a manner outside the context of the Programme or Series such as an aggregated genre based site and shall be dealt with as set out in clause 9.1 and Schedule Four.

4. The BBC shall pay the Writer the following amounts in respect of uses of Work or part thereof:

**4.1 New programmes commissioned for BBC One or BBC Two**

4.1.1 Initial Transmission of such new programme incorporating the Work or part thereof: 100% of the Deemed Fee will acquire one Transmission on BBC One or BBC Two and all other Public Service uses associated with such Transmission.

4.1.2 Repeats of such new programme incorporating the Work or part thereof on BBC One and BBC Two: Percentages of the Deemed Fee as set out in Schedule One above to include all other Public Service uses associated with such Transmission.

4.1.3 Repeats of such new programme incorporating the Work or part thereof on BBC Three or BBC Four: 10% of the Deemed Fee will acquire unlimited Transmissions for six months and all other Public Service uses associated with such Transmissions.

4.1.4 Repeats of such new programme incorporating the Work or part thereof on CBeebies or CBBC: 10% of the Deemed Fee will acquire unlimited Transmissions for twelve months and all other Public Service uses associated with such Transmissions.

**4.2 New programmes commissioned for BBC Three, BBC Four, CBBC, CBeebies**

4.2.1 Initial three month unlimited SCTW: 100% of the Deemed Fee and all other Public Service uses associated with such Transmissions. The three month SCTW period will commence on the first Transmission of the programme containing the extract on the Secondary Channel.

4.2.2 On FDPP of the new programme incorporating the Work or part thereof a further 10% of the Deemed Fee is payable which will acquire a further six month unlimited SCTW on BBC Three or BBC Four or alternatively a twelve month unlimited SCTW on CBBC or CBeebies and all other Public Service uses associated with such Transmissions. Such SCTW shall commence on expiry of the initial three month SCTW period referred to in paragraph 5.2.1.

4.2.3 Repeat SCTW for such new programme incorporating the Work or part thereof on BBC Three and BBC Four: 10% of the Deemed Fee will acquire unlimited Transmissions for six months and all other Public Service uses associated with such Transmissions.

4.2.4 Repeat SCTW for such new programme incorporating the Work or part thereof on CBeebies and CBBC: 10% of the Deemed Fee will acquire unlimited transmissions for twelve months and all other Public Service uses associated with such Transmissions.



4.2.5 Repeats of such new programme incorporating the Work or part thereof on BBC One and BBC Two: Percentages of the Deemed Fee as set out in Schedule One per Transmission to include all other Public Service uses associated with such Transmission.

### **4.3 New programmes commissioned as Online Commissions**

4.3.1 Inclusion of the Work or part thereof in an On-line Commission: 100% of the Fee. Uses of the Work thereafter on-demand or online shall be remunerated under the collective management provisions set out in Schedule Four below.

4.3.2 Repeats of the Online Commission incorporating the Work or part thereof on BBC One and BBC Two: Percentages of the Deemed Fee as set out in Schedule One to include all other Public Service uses associated with such Transmission.

4.3.3 Repeat SCTW for the Online Commission incorporating the Work or part thereof on BBC Three and BBC Four: 10% of the Deemed Fee will acquire unlimited transmissions for six months and all other Public Service uses associated with such Transmissions.

4.3.4 Repeat SCTW for the Online Commission incorporating the Work or part thereof on CBeebies and CBBC: 10% of the Deemed Fee will acquire unlimited transmissions for twelve months and all other Public Service uses associated with such Transmissions.

5. Payment under paragraph 4 above shall be made so as to be received within fourteen days after Transmission.

## **SKETCH AGREEMENT**

### **SCHEDULE THREE**

#### **WRITER'S PARTICIPATION IN COMMERCIAL EXPLOITATION**

**A. Commercial exploitation of the Programme for which the Work was written or in respect of which rights in the Work were acquired**

The following rates shall apply to commercial exploitation of the Work as set out in this Schedule subject to clause 8.6 and paragraph 2 of Schedule Five in respect of proportionate shares of royalties between writers:

1. World-wide Television Distribution or Download to Own Rights: 5.5% of Gross Receipts excluding Television Distribution to ITV1 Channel Four & Channel Five for broadcast on free terrestrial television in the UK where payment to the Writer shall be in accordance with Schedule One of this Agreement.
2. World-wide Television Distribution– BBC Interest: 5.6% of Gross Receipts.
3. Videogram Rights: as per Schedule Five.
4. Audio Publication: 6% of Gross Receipts for UK sales; 3% of Gross Receipts for overseas sales, record/book club sales & direct mail sales.
5. Print and publication rights (as those terms are commonly understood): Payments shall be agreed in good faith on a case by case basis.

**B. Commercial exploitation of a new programme (including an online commission) incorporating the Work or part thereof**

1. Distribution of the new programme incorporating the Work or part thereof: the Gross Royalties set out above.

**C. Commercial exploitation of the Work or part of the Work as a standalone product.**

**(I) Standalone Use of the Work or part of the Work**

1. The BBC shall be entitled to make available to the public on a commercial basis the Work or part thereof as single and separate products to members of the public via any platform (rather than for incorporation in another programme or product as set out in Section C.(II) of this Schedule Two).

2. The Work or part thereof may be made available in the form of (i)(a) programme clips or (b) so-called commercial minisodes comprising a narrative sequence of clips by way of a preview to promote sales of the Programme and for either (a) or (b) of up to four (4) minutes duration; and (ii) audio clips consisting of an extract from the Programme soundtrack.
3. The Work or any part thereof may only be made available if the following conditions are met:
  - 3.1 The use must always be made available by service providers from within a BBC-branded area within the service provider's platform and/or will always be in association with the BBC brand;
  - 3.2 Each item of Work or part thereof must be made available as an individual item and extracted unaltered from the original programme (save for any editing of music or editing of a minisode).
4. The BBC shall pay the Writer the royalty as set out in paragraph A of this Schedule in respect of the use of extracts subject to the Deal Memo.

**(II) Use of the Work or part thereof in another Programme or Product**

The BBC shall have the right to exploit the Work or part thereof via the BBC's extract sales business (currently known as Motion Gallery whose principal business is the commercial sale and licensing of extracts from BBC programmes) for incorporation in another programme or product provided that the BBC obtains the prior written consent of and agrees terms with the Writer.

## **SCHEDULE FOUR**

### **COLLECTIVE MANAGEMENT**

The Forum has agreed that the following forms of use will be collectively managed on behalf of Writers under separate agreements between the BBC, the WGGB and the PMA:

1. On-demand use of Programmes (including Online Premieres) and Programme extracts
2. BBC Red Button
3. BBC HD where the Programme is not simultaneously broadcast on a Primary Channel or a Secondary Channel
4. Aggregated website genre pages on BBC Online
5. Public Service use of Online Commissions

## SKETCH AGREEMENT

### SCHEDULE FIVE

#### VIDEOGRAM RIGHTS

1. The BBC will pay the Writer the royalties set out below in respect of the exercise of Videogram Rights in the Work whether as part of the Programme or any new programme incorporating an extract from the Work.
2. If a Videogram includes material by more than one writer the Writer's entitlement to royalties shall be such proportionate share as the Work bears to the total number of Works included in the Videogram if such Works are the same duration. If the Works included on the Videogram are of different durations the BBC will consult with the Writers concerned and agree an appropriate apportionment of royalties prior to exploitation of the Videogram
3. Where Videograms are distributed by the BBC the following percentages of the gross revenues received by the distributor shall be paid to the Writer:

Units	Percentages
up to 30,000	2%
30,001 to 50,000	2.5%
50,001 to 100,000	3%
100,001 to 500,000	4%
Over 500,000	5%

4. The BBC shall not without the written consent of the Writer include on any one Videogram Works based on two different Formats.
5. Where Videograms are distributed overseas pursuant to any further sub-licence granted by the BBC's licensed distributor the royalty shall be 5% of gross revenue received by the BBC in respect of Videograms of the work sold.
6. Where the BBC wishes to distribute Videograms within the UK pursuant to any sub-licence intended to be granted by the BBC's licensed distributor the BBC and the Writer shall agree in good faith the payments due to the Writers in respect of such sales.
7. In respect of sales to hire libraries the Writer shall in addition to the royalties set out above be paid 3% of the net rental income which the BBC receives in respect of the hiring or renting of the said Videograms.
8. Accounts: the BBC shall render to the Writer statements of all payments due and of the number of Videograms sold during each six month period after its first issue for sale to the general public delivering each such statement within three months of the end of the relevant period together with a remittance in respect of all sums shown to be due. Unless specifically demanded no statements need to be rendered nor payments made in respect of any six month period in which the sum due to the Writer is less than £25 in which case

the amount will be carried forward to the next accounting date. The Writer or their authorised representative or agent shall upon giving the BBC prior written notice thereof but not more than once in any calendar year and during business hours only be entitled to examine the records of account relating to exploitation of the Videogram Rights which examination shall be at the expense of the Writer unless errors to the disadvantage of the Writer exceeding 10% (but subject to a minimum of £150) shall be disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within 12 (twelve) months of receipt of any statement of account and if at the end of that period there is no other dispute relating to such statement the Writer shall be deemed to have agreed such statement and to have waived any claim in relation to it.

9. The Writer shall be entitled to a credit on the packaging where practicable.
10. The Writer shall be entitled to a complimentary copy of the Videogram in DVD format on publication.
11. The BBC shall be entitled to set aside as a reserve against returns of Videograms 20% (twenty per cent) of the royalties due as shown on its first statement of account and such reserve shall be liquidated on the statement of account for the following period.
12. Nothing in this Agreement shall entitle the BBC to Transmit the Videogram, or perform it in public except for the purposes of advertising and promoting the Videogram.
13. The Writer acknowledges that the payments set out above take account of all the circumstances including the right to equitable remuneration for rental.

## **SKETCH AGREEMENT**

### **SCHEDULE SIX**

#### **MINIMUM FEES**

The parties to this Agreement through the auspices of the Forum shall from time to time agree to a minimum rate for writers which shall apply to all Works specified in clause 1 of this Agreement.

The current minimum rates for Works of the type specified are set out below:

<b>Genre</b>	<b>Per minute:</b>
Television Sketch material	£ 100.00
Children's Television Sketch material	£ 80.00
Online Commissions	£ 50.00

## **SKETCH AGREEMENT**

### **SCHEDULE SEVEN**

#### **PENSION FUND**

##### Pension Fund

A Writer who is a member of either The BBC Group Personal Pension Scheme or the Writers' Guild Pension Fund (and in this case is a member of The Writers' Guild of Great Britain) and is the Writer of a Work commissioned under this Agreement shall be entitled to require the BBC to set aside an amount ("the Writer's Contribution") from payments of the Fee, and to pay the Writer's Contribution together with a further amount additional to the Fee ("the BBC's Contribution") direct to the appropriate pension fund.

The Writer's Contribution and the BBC's Contribution shall be amounts equal to whichever is the lesser of the specified percentages of the Fee, or in each case a specified sum ("the Cash Ceiling"). The parties to this Agreement shall from time to time agree what the specified percentage of the Writer's Contribution, what the specified percentage of the BBC's Contribution, and what the Cash Ceiling shall be.

The Writer's Contribution, the BBC's Contribution and the Cash Ceiling currently agreed by the parties are set out below

Writer's Contribution -	5% of the Fee
BBC's Contribution -	7.5% of the Fee
Cash Ceiling -	£16,020

For the purposes of this Schedule "the Fee" shall include any amount for additional material as referred to in Clause 6.3 of this Agreement.



## SKETCH AGREEMENT

### SCHEDULE EIGHT

#### DEAL MEMO

REF:  
WRITER:  
AGENT'S NAME:  
ADDRESS:  
TITLE OF SERIES:  
TITLE OF PROGRAMME:  
PROJECT NUMBER:  
TYPE OF WORK:  
DURATION:  
FEE:  
FIRST DRAFT DELIVERY DATE:  
SERVICE:  
COMMISSIONING EXECUTIVE:  
OTHER CONDITIONS:

On signature by both parties of this Deal Memo:

- (a) The British Broadcasting Corporation (**'the BBC'**) commissions, and
- (b) the Writer commits to write or has already written and hereby grants a licence of the rights in

the literary/dramatic work or works as specified above. The terms of this commission and the licence hereby granted are set out in the Sketch Agreement current at the date hereof between the BBC the Personal Managers Association Limited ('PMA') and the Writers' Guild of Great Britain (the "WGGB"), the terms of which are incorporated by reference into this Deal Memo. If any of the terms of this Deal Memo conflict with those of the Sketch Agreement, a copy of which is available from the BBC on request, the terms of this Deal Memo shall prevail.

The Writer acknowledges that the provisions for payments to the Writer set out in the Sketch Agreement can be altered from time to time (in which case the Writer will receive the updated payment in respect of a use of the Work made after the alteration) or determined as set out in that Agreement for uses for which a payment has not been determined at the time of signature of this Deal Memo and agrees that such alterations and determinations shall be binding upon the Writer in respect of relevant uses of the Work.

For and on behalf of the BBC      By or on behalf of the Writer

Date \_\_\_\_\_

Date \_\_\_\_\_

## PENSION

Under the terms of the Sketch Agreement you are entitled to make and to have made by the BBC on your behalf contributions to one of:

The BBC Group Personal Pension Scheme (“GPPS”)  
The Writers’ Guild of Great Britain Pension Scheme (“WGGB Pension Scheme”),  
provided in this case that you are a member of The Writers’ Guild of Great Britain.

In relation to either Scheme you can direct that 5% of the Fee (subject to a specified maximum) should be set aside from the payments to you. This amount will be paid into the specified Scheme for your benefit. In addition, the BBC will also contribute to a further amount equal to 7.5% of the Fee (subject to a specified maximum) into the Scheme for your benefit.

If you wish to direct that part of the Fee should be set aside and paid into either the GPPS or the WGGB Pension Scheme then please complete the relevant declaration below.

### BBC Group Personal Pension Scheme

The BBC is hereby authorised and undertakes to set aside from the payment(s) of the Fee(s) the Writer’s Contribution under the BBC Group Personal Pension Scheme and to pay such amount direct to the provider for investment in the BBC Group Personal Pension Scheme for the Writer’s credit together with the BBC’s Contribution.

For and on behalf of the Writer \_\_\_\_\_ Date \_\_\_\_\_

Writer’s BBC Group Personal Pension Scheme number: \_\_\_\_\_

### The Writers’ Guild of Great Britain Pension Scheme

The BBC is hereby authorised and undertakes to set aside from the payment(s) of the Fee(s) the Writer’s Contribution under the BBC’s/Writers’ Guild Pension Fund Agreement and to pay such amount direct to the Pension Fund for the Writer’s credit together with the BBC’s Contribution and I confirm I am a current member of the Writers’ Guild of Great Britain.

For and on behalf of the Writer \_\_\_\_\_ Date \_\_\_\_\_

Writer's WGGB Pension Scheme number: \_\_\_\_\_

## SKETCH AGREEMENT

### SCHEDULE NINE

#### PUBLIC SERVICES

##### Television Services

**BBC One**

**BBC Two**

**BBC Three**

**BBC Four**

**CBBC**

**CBeebies**

**BBC News 24**

**BBC Parliament**

**BBC Red Button**

**BBC HD**

**BBC Alba**

##### BBC Online

##### Public Service Syndication

The BBC Trust service licences for each of the services outlined above other than BBC Red Button permit **Public Service Syndication** as described in the BBC Trust's Statement of Policy on syndication of BBC on-demand content (August 2007).

## SKETCH AGREEMENT

### SCHEDULE TEN

#### 1. Forum

- 1.1 The Forum established by the BBC, the PMA and the WGGB shall be responsible for the operation of this agreement and no change shall be made to this agreement other than with the approval of the Forum.
- 1.2 The Forum is comprised of a maximum of four representatives each from the BBC and the PMA and the WGGB together with one additional person to act as Secretary to the Forum as agreed by the parties. Decisions of the Forum shall be unanimous. Additional representatives and further parties may be invited by the Forum to attend specific meetings. The Forum shall have a secretary to be provided by the BBC and to be responsible for the administration of the Forum. Minutes of meetings of the Forum will be issued as soon as practicable following the date of the meeting and approved by the parties to the Forum within seven days.
- 1.3 There will be four regular meetings of the Forum each year to be held on a quarterly basis. The date of a regular meeting will normally be agreed between the BBC and the PMA and the WGGB at least six months in advance. The BBC, the PMA or the WGGB may call ad-hoc meetings subject to the provision of one week's notice.
- 1.4 The powers of the Forum in relation to this Agreement are:
  - a) to agree the minimum terms and conditions under which writers are engaged and payments are to be made by the BBC for exercising rights in relation to new or existing forms of Public Service use and commercial exploitation of Works as provided for in this Agreement, subject to paragraph 1.5 of this Schedule;
  - b) to have governance over landmark programming;
  - c) to resolve disputes arising out of the operation of this Agreement.
- 1.5 The BBC will notify the Forum of any new Public Service or new commercial service, venture or form of exploitation proposed by the BBC which will include the use of contributions by writers commissioned in accordance with this Agreement together with related commercial and other relevant information. Where any new service, venture or exploitation involves a use for which the payment has not been dealt with by the existing agreement ("a New Use") or where the BBC wishes to make changes to an established use, the Forum will agree any terms that will apply, in advance of the commencement of the New Use or the change to the established use.

- 1.6 In the event of terms not being agreed through the Forum in respect of a New Use or change to an established use the issue will be referred to arbitration for determination. In such event the Forum shall appoint an arbitrator who will agree the terms of reference for the arbitration with the BBC and the PMA and the WGGB. The decision of the arbitrator will be final and binding. In the event that agreement cannot be reached on the appointment of a single arbitrator, the Arbitration, Conciliation and Advisory Service (ACAS) shall appoint an independent arbitrator. If it has not been possible for terms to be determined by agreement or arbitration before the commencement of the New Use or change to an established use, the BBC shall be entitled to commence the New Use or the change to the established use pending determination of the terms, provided the matter has been discussed at not fewer than two meetings of the Forum (including ad hoc meetings).
- 1.7 It is agreed by the parties that the proper operation of the Agreement is dependent on the Forum and the parties shall therefore be obligated to manage the Forum in good faith.



SIMON HAYWARD - TAPR

Signed for and on behalf of the  
British Broadcasting Corporation



FIONA WILLIAMS

Signed for and on behalf of the  
Personal Managers' Association



Robert Taylor

Signed for and on behalf of the  
Writers' Guild of Great Britain