

TAC / S4C agreement

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AGREEMENT

between

TELEDWYR ANNIBYNNOL
CYMRU

and

THE WRITERS' GUILD OF
GREAT BRITAIN

1998-2003

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AN AGREEMENT between TELEDWYR ANNIBYNNOL CYMRU CYF of GRONANT, CAERNARFON, GWYNEDD, LL55 1NS (hereinafter called "TAC") and THE WRITERS' GUILD OF GREAT BRITAIN of 15 BRITANNIA STREET, LONDON WC1X 9JN (hereinafter called "The Guild").

1. Date of Commencement and Duration of Agreement.

The provisions of this Agreement shall operate from 15 November 1998 and shall continue without alteration or addition until 30 June 2003 and thereafter for an indefinite period subject to six months notice of termination or amendment by either party or by mutual consent.

2. Scope of the Agreement.

The terms and conditions of this Agreement shall apply to Writers commissioned by the Producer or S4C to write scripts for the categories of programmes to be commissioned for transmission in the Welsh Language listed in Schedule A which are financed 100% by S4C.

3. Definitions.

In this Agreement the following words shall have the following meanings:-

- (i) **Adaptation** shall mean the adaptation of pre-existing material which is already in dramatic form so as to render it suitable for television broadcast.
- (ii) **Additional Rights** being any rights in the Work and/or the Programme over and above those rights set out in Clause 4.1, 4.2 and 4.3 of this Agreement.
- (iii) **Animation Scripts** shall mean scripts for animation or cartoon programmes.
- (iv) **Contractual Fee** is the fee payable to the Writer, (not being less than the Established Writer Rates in respect of an Established Writer and not being less than the Non-Established Writer Rates in respect of a Non-Established Writer) under the terms of the Form of Engagement entered into between the Writer (1) and the Producer (2) or the Writer (1) and S4C (2).
- (v) **Delivery** means physical or electronic delivery to S4C and/or the Producer. Delivery, in respect of S4C and/or the Producer, shall be to the addresses as set out in the Form of Engagement. Where Delivery is via electronic means, the Writer shall be responsible for telephoning the Producer and/or S4C as the case may be to check safe receipt.

- (vi) **Drama** shall mean a single Programme or series of Programmes where each Programme has a stand alone story and characters. A series of Programmes may be grouped under a generic title.
- (vii) **Drama Documentary** shall mean material for a television programme which contains fictional elements as well as factual elements.
- (viii) **Drama Serial** shall mean a series with a continuing story and continuing characters.
- (ix) **Drama Series** shall mean a series having a continuous format and continuing characters with an underlying finite story and stand alone story.
- (x) **Dramatisation** shall mean the adaptation of pre-existing material which is not already in dramatic form so as to render it suitable for television broadcast.
- (xi) **Educational Broadcast** shall mean the broadcast of the Programme intended principally for viewers in a recognised educational establishment or in a learning situation.
- (xii) **Established Writer** shall mean a Writer commissioned to write Work/Works either under the provisions of this Agreement or under the provisions of the corresponding agreements between the Writers' Guild and the Independent Television Companies, the Writers' Guild and the BBC, the Writers' Guild and PACT, such Work/Works having been produced and having an aggregate Slot Length of not less than 2 hours.
- (xiii) **Established Writer Rates** shall mean the minimum payments set out in Schedule A for the categories of Work set out in Schedule A written by an Established Writer.
- (xiv) **Form of Engagement** is the document used by the Producer and S4C to contract the Writer to write the Work, which form incorporates the terms of this Agreement and which is annexed to this Agreement as Schedule B.
- (xv) **Format** shall mean a format for a television programme or series or serial on which it is intended to substantially base the Work and which consists of a well developed written or other record of its original elements including but not limited to its setting, its characters and their relationships, its themes and how the narrative might develop.
- (xvi) **Gross Receipts** in respect of any form of exploitation of the Programme (other than the forms of exploitation referred to in (i) and (ii) below) shall mean the sums received arising directly and identifiably from such exploitation;
 - (i) it is agreed that in respect of the U.K transmissions the provisions of Clause 8 hereof will apply;

- (ii) where the Programme is exploited by means of video or other audio/audio visual consumer products, Gross Receipts will be the sums received by S4C (or its agent where such agent is responsible for paying for sums due under clause 4.2.2) less the cost of manufacture, promotion and distribution; and VAT and other sales tax.
- (xvii) **Linguistic Adaptation** shall mean the translation and adaptation of a programme script from one language to another.
- (xviii) **Literal Translation** shall mean a word by word translation of a programme script.
- (xix) **Non-Established Writer** being a Writer to whom the Established Writer definition does not apply.
- (xx) **Non-Established Writer Rates** shall be 75% of the Established Writer Rates.
- (xxi) **Pre School Scripts** is Work written for the pre school age group which have substantial drama content. The lower rate in relation to Pre School Scripts set out in Schedule A (attached) shall apply to Work where the Writer provides the dialogue only. The higher rate shall apply to Work where the Writer also provides storyline, format and characters in addition to dialogue.
- (xxii) **Producer** shall mean a member of TAC who may commission the Writer to write the Work.
- (xxiii) **Programme** shall mean a programme which S4C intends to commission the Producer to produce which is based on the Work, or of which the Work is a part.
- (xxiv) **Publishing Rights** The right to print and/or publish books and other material based on the Work in volume or sheet form, in paperback or hardback form, in audio formats and in CDROM and electronic formats (whether on-line or off-line, linear or interactive) and the right to authorise others to do so.
- (xxv) **Rights** being the rights set out in Clause 4 of this Agreement.
- (xxvi) **Simulcast Broadcast** is the simultaneous broadcast of a Programme on S4C Analogue and on S4C Digital.
- (xxvii) **Situation Comedy** shall mean a Drama Series in which comedy is the most significant element.
- (xxviii) **Slot Length** shall mean the actual Programme length together with introduction, commercial breaks and end credit. Details of actual Programme length and the number of commercial breaks relevant to

Programmes of a specific Slot Length are set out in Schedule C. Where the Slot Length relevant to a particular Programme is not set out in Schedule C, the Writer will request such details from S4C and/or the Producer who shall provide such details to the Writer.

- (xxix) **Storyline** shall mean written material which, in addition to outlining the story and breaking it down into scenes will include an outline of the characters, background notes on locations and the period in which the events take place.
- (xxx) **S4C** being S4C of Parc Tŷ Glas, Llanishen, Cardiff. CF14 5DU who may commission the Writer to write the Work.
- (xxxii) **S4C Analogue** is the service referred to in s57 of the Broadcasting Act 1990.
- (xxxiii) **S4C Digital** is the service referred to in s29(1) and s84(3) of the Broadcasting Act 1996 whether delivered by Digital terrestrial TV, digital cable, digital satellite, telephone line or any other digital media now known or hereinafter invented and where the method of delivery is via unencrypted digital satellite signal, the parties acknowledge that the territory in which the signal is capable of being received is not limited to the UK.
- (xxxiv) **Translation and Final Adaptation** shall mean the lip synchronisation of a Linguistic Adaptation.
- (xxxv) **Writer** shall mean a Writer who, at the time of his/her being commissioned to write any Work under this Agreement is not employed on a contract of service with a member of TAC or S4C.
- (xxxvi) **Work** shall mean the material which the Producer or S4C has commissioned the Writer to write.
- (xxxvii) **Working Day** - any day other than a Saturday, Sunday or public holiday.

4. Rights.

- 4.1 In consideration of the Contractual Fee (or two-thirds of the Contractual Fee in accordance with Clause 7 (iii)(b) and 7 (iii)(c)), the Writer grants to S4C/the Producer, as appropriate, the following exclusive, worldwide Rights without further payment:-
- 4.1.1 the right to make the Programme or other television programmes based on the Work;
- 4.1.2 subject only to clause 5, the right to make sequels, prequels, and re-makes to and of the Programme;

- 4.1.3 the broadcast of the Programme (where the Programme is not a Programme made for Educational Broadcast) as set out in Clause 8(i) (a) and (b); where the Programme is a Programme made for Educational Broadcast, the broadcast of the Programme as set out in Clause 8(iii);
 - 4.1.4 the right to edit, adapt, omit parts from and add to the Work, and combine the same with any other material to the extent that S4C/the Producer may require; In the case of changes other than minor changes, S4C/the Producer will (where practicable and subject to the availability of the Writer and having regard to any contractual delivery dates to which S4C/the Producer is subject) consult with the Writer on and make reasonable endeavours to reach agreement with the Writer on such changes.
 - 4.1.5 the right to translate and adapt the Work or to procure the translation and adaptation of the Work into other languages for the purpose of exploiting the Programme and/or the Work and to use such translations for the purpose of making versions of the Programme/Work in other languages or for dubbing the Programme. Where the Producer requires a translation of the work the Writer shall be consulted in respect of the translation process and choice of translator.
 - 4.1.6 the right to make and publish synopses or summaries of the Work and any translations thereof and/or to use the Programme or extracts therefrom in all media for the purpose of advertising and promoting the Programme and for the purposes of review and the S4C schedule and for the purposes of S4C's corporate publicity.
- 4.2. In addition to the Rights set out in Clause 4.1 above, the Writer grants to S4C/the Producer, as appropriate, the following exclusive, worldwide Rights:-
- 4.2.1 the right to further broadcasts of the Programme within the U.K, (where the Programme is not a Programme made for Educational Broadcast) as set out in Clause 8 (ii), (iv), (v) and subject to the payment of a percentage of the Contractual Fee specified in such Clauses; where the Programme is a Programme made for Educational Broadcast, the right to further broadcasts within the U.K. of the Programme as set out in Clause 8 (iii) (b) and (c);
 - 4.2.2 the right to use and exploit and/or authorise others to exploit the Programme and all parts thereof and/or the Work and all parts thereof throughout the world by all manner and means in all media whether now known or hereafter invented subject to payment to the Writer of a royalty of 5.6% of Gross Receipts. In the event that more than one Writer has been contracted to write the Work, it is agreed that the royalty of 5.6% shall be shared between such

Writers in proportion to the original Contractual Fee paid to such Writers. For the avoidance of doubt, the multi-media royalty shall not apply to the exercise of the publishing rights to which the provisions of clause 4.2.3 apply;

4.2.3 Subject to clause 5.3, the exclusive Publishing Rights in the Work in relation to which the following shall apply:-

- (i) If the Producer/S4C or their licensees wish to exercise the publishing rights, the Writer shall (subject to the Writer having complied with the Writer's obligations under this Agreement and the Form of Engagement) be given first option to carry out any necessary revision or adaptation of the Work on terms to be set out in a written notice to be served by the Producer/S4C or their licensees as the case may be;
- (ii) The Writer shall have 30 days from the date of the notice referred to above to accept such terms;
- (iii) If the Writer has not accepted such terms within such 30 day period S4C/the Producer may appoint a third party to carry out the Work on terms no more favourable than those originally offered to the Writer.
- (iv) If S4C/the Producer proposes offering such third party more favourable terms than those contained in the notice referred to in (i) above, they shall (if the Writer is willing and available to do the Work within the relevant timescale) first re-offer the Work to the Writer on the more favourable terms and the Writer shall have 7 days from the date of the offer to accept such offer. If the Writer has not accepted such offer within such 7 day period the Producer/S4C shall be entitled to engage the third party.
- (v) In the event that S4C/the Producer has not taken steps to exercise the Publishing Rights within 12 months of the broadcast of the Programme the Writer shall have the right at any time thereafter to serve notice in writing on S4C/the Producer requesting S4C/the Producer to notify the Writer within a period of 30 working days from S4C/the Producer's receipt of the notice whether or not S4C/the Producer intends to exercise the Publishing Rights. In the event that S4C/the Producer notifies the Writer in writing that it does not intend to exercise the Publishing Rights the Writer shall have the right at any time thereafter to serve notice in writing on S4C/the Producer requesting S4C/the Producer to licence the Publishing Rights to the Writer.
- (vi) Following service of a notice by the Writer under Clause 4.2.3(v) S4C/the Producer and the Writer shall negotiate in good faith the terms upon which the Publishing Rights will be licensed to the

Writer. In any event it is acknowledged by the Writer that the terms of any licence will include the right of approval on the part of S4C of all copy, the cover of any book or other material produced, the logos used on the book or other material produced and a credit in favour of S4C/the Producer and that S4C/the Producer may require the payment of a licence fee or royalty in recognition of S4C/the Producer's investment in the Work. Until agreement of the terms of such licence the Writer shall not (except with S4C/the Producer's prior written consent) conclude any agreement with any third party relating to the exercise of the Publishing Rights.

- 4.2.4 the right to use the working and final title of the Work and any other title under which it may be published or which S4C/the Producer may require;
 - 4.2.5 the exclusive right to enter the Programme in any competition or festival and to issue and consent to the issue of all such publicity advertising material in connection with the same provided that the Writer shall also have the right to enter the Work in any competition or festival subject to the prior written consent of the Producer and S4C;
 - 4.2.6 the exclusive right to authorise others to exercise any or all of the rights set out in Clause 4;
- 4.3 To enable S4C to exercise the Rights set out in Sub-Clause 4.1 and 4.2 above (and any other rights granted in this Agreement):-
- 4.3.1 the Writer transfers the rental and lending rights (as such terms are defined in the Copyright, Designs and Patents Act 1988, as amended by the Copyright and Related Rights Regulations 1996 "the Regulations") in the Work and the product of the services of the Writer in connection with the Programme TO HOLD to S4C its successors assigns and licensees absolutely for the whole period of such rights for the time being capable of being assigned by the Writer throughout the world together with any and all renewals reversions and extensions. The Writer irrevocably and unconditionally confirms that the amounts payable to the Writer under this Agreement and the Form of Engagement include fair and equitable remuneration in respect of the Writer's rental and lending rights.
 - 4.3.2 the Writer grants to S4C all rights consents and confirmations pursuant to the Copyright, Designs and Patents Act 1988 as amended by the Regulations and all other laws now or in the future in force in any part of the world which may be required to enable S4C to use the Work and the Programme (or any other programme or film based on the Work and any adaptations of them) and to exploit the same on the terms of this Agreement, including without

limitation all transfers consents and confirmations pursuant to Part II of the Act (as amended by the Regulations) including but not limited to all rights of communication to the public by satellite and cable re-transmission rights;

4.3.3 Subject always to Clause 4.3.1, nothing in this Agreement will prevent the Writer from being entitled to receive income or equitable remuneration specifically determined and administered by a recognised collecting society such as the Authors' Licensing and Collecting Society Ltd (ALCS) or any affiliated foreign society ("collecting societies") entitled and mandated to collect and administer such income or equitable remuneration in respect of the off-air recording right, the cable re-transmission right, blank tape or machine levies, the lending right and the rental right and S4C will lay no claim to any such income or equitable remuneration. Provided always that the Writer shall not make any claim against S4C or its licensees for any failure on the part of the collecting societies to lay claim to such monies or to distribute any share thereof to the Writer and provided further that the Writer will not be entitled to claim from S4C or its licensees equitable remuneration in respect of rental and lending rights.

4.3.4 the Writer grants the non-exclusive right to use the name biography and likeness of the Writer in connection with any of the rights granted in this Agreement but not for endorsement and/or commercial type purposes not connected with the exploitation of the rights in the Work.

4.4 S4C shall be entitled to acquire any Additional Rights by negotiation with the Writer and the Writer shall not enter into any contract with any third party for the transfer of the Additional Rights (or any of them) unless and until the Writer shall have first offered to S4C (with a copy of such offer to the Producer) the opportunity to enter into such contract. The offer shall be made in writing and shall be followed by an exclusive negotiation period of 28 Working Days. If S4C (after consultation with the Producer) and the Writer are unable to agree the terms of the contract, the Writer shall be entitled to negotiate with third parties in respect of the transfer of the Additional Rights (or any of them) PROVIDED THAT on agreeing terms with any third party, the Writer shall notify S4C (with a copy to the Producer of the terms agreed) and S4C shall have 7 Working Days in which to notify the Writer in writing whether it wishes to acquire such Additional Rights on precisely the terms agreed with the third party. If S4C fails to respond within such period or notifies the Writer within such period that it does not agree to the acquisition of any of the Additional Rights on precisely such terms then the Writer shall be entitled to offer such Additional Rights to and contract with a third party in respect of such Additional Rights.

It is hereby agreed that the provisions of this Clause does not affect the provisions of Clause 4.5 (iii) hereof where the copyright in the Work is acquired in the circumstances set out in Clause 4.5 (iii) without additional payment to the Writer.

4.5 It is hereby agreed that:-

- (i) The Writer will not authorise the broadcasting of the Work by any media whatsoever or the public performance of the Work in any way whatsoever without the prior consent in writing of the Producer and/or S4C which shall not be unreasonably withheld, provided that consent for such broadcast or public performance will not be given prior to the first television transmission of the Programme in the United Kingdom.
- (ii) Neither S4C nor the Producer shall be under any obligation to the Writer to make use of or exploit the Work.
- (iii) It is recognised by the Guild that in exceptional cases it may be necessary for the Producer or S4C (as applicable) to obtain full copyright in the Work in order to satisfy its contractual obligations with the owner of the original source material and in such circumstances the Producer or S4C (as applicable) will be entitled to acquire full copyright in the Work without additional payment to the Writer.
- (iv) In the event that the final one third of the Contractual Fee is not paid to the Writer in accordance with clause 7 (iii) (b) of this Agreement within 2 years from the date of Delivery by the Writer of the first full copy of the Work in accordance with Clause 7 (ii) of this Agreement (or such other period as S4C, the Producer and the Writer may agree), then all rights in the Work shall revert to the Writer PROVIDED THAT the Writer notifies the Producer and S4C in writing that the rights in the Work shall revert to the Writer unless, within 28 days of receipt of the notice, S4C or the Producer pays the final one third of the Contractual Fee.
- (v) In the event that a programme based on the Work is thereafter produced by a third party then all sums paid to the Writer by the Producer/S4C in respect of the Work under the Form of Engagement shall be repaid to the Producer/S4C on the first day of principal photography.
- (vi) For the avoidance of doubt, in the event that the Work is revised pursuant to Clause 7 (iii) (c) and/or Clause 4.1.4, sub-Clause (iv) of this clause shall have no effect and the rights in the Work shall not revert to the Writer.

5. **Writer's Format Rights.**

5.1 In the event that:-

- (a) the Writer has originated the Format on which the Programme is to be substantially based; and
- (b) such Format itself constitutes a literary work and is the original idea of the Writer and protectable by copyright; and
- (c) such Format has been developed by the Writer without investment by the Producer or S4C prior to the commissioning of the Work

then the parties acknowledge that there should be a Format agreement between the Producer or S4C on the one hand and the Writer on the other which agreement shall either be in a standard form to be negotiated between the Guild and TAC or in a form which shall be subject to individual negotiation with the Writer.

5.2 In the circumstances outlined in 5.1(a) – (c) above the following shall apply where S4C/the Producer wish to exercise the rights set out in 4.1.2

- (a) If the Producer/S4C or their licensees wish to exercise the sequel, prequel or re-make rights and the Writer is editorially acceptable to S4C as the Writer of such sequel, prequel or re-make, the Writer shall (subject to the Writer having complied with the Writer's obligations under this Agreement and the Form of Engagement) be given first option to write the script for such sequel, prequel or re-make on terms to be set out in a written notice to be served by the Producer/S4C or their licensees as the case may be;
- (b) The Writer shall have 30 days from the date of the notice referred to above to accept such terms;
- (c) If the Writer has not accepted such terms within such 30 day period S4C/the Producer may appoint a third party to carry out the work on terms no more favourable than those originally offered to the Writer.
- (d) If S4C/the Producer proposes offering such third party more favourable terms than those contained in the notice referred to in (a) above, they shall (if the Writer is willing and available to do the Work within the relevant timescale) first re-offer the Work to the Writer on the more favourable terms and the Writer shall have 7 days from the date of the offer to accept such offer. If the Writer has not accepted such offer within such 7 day period the Producer/S4C shall be entitled to engage the third party.
- (e) Where S4C wishes to engage an alternative writer as the writer of any sequel, prequel or remake or the Writer does not wish to write

such sequel, prequel or remake, S4C/the Producer shall be entitled to engage another writer subject only to entering into a Format agreement with the Writer in the form referred to in Clause 5.1 above and which the Writer agrees to negotiate in good faith.

5.3 In the circumstances outlined in clause 5.1(a)-(c) above:-

- (a) the Publishing Rights shall not be licensed to the Producer/S4C pursuant to clause 4.2.3 but shall be regarded as “Additional Rights” and dealt with in accordance with the provisions of clause 4.4; and
- (b) where the Writer licences the Publishing Rights to a third party pursuant to clause 4.4 the Writer warrants undertakes and agrees that the resulting published material shall not be a so called “TV tie in” nor refer directly or indirectly to S4C, the Producer or the Programme.

6. Rates of Pay.

- (i) The payments to Established Writers shall be known as Established Writers’ Rates and shall not be less than the rates of payment set out in Schedule A to this Agreement for the categories of work set out in Schedule A.
- (ii) Writers who are not Established Writers (Non-Established Writers) shall be paid not less than seventy-five percent (75%) of the Established Writers’ Rates (Non-Established Writers Rates).
- (iii) A Writer commissioned by a Producer or S4C to supply a Work in the Welsh language together with an English translation will be paid the appropriate Writer rate plus the appropriate Writer rate for a literal or linguistic adaptation.
- (iv)
 - (a) Where the work is written by more than one Writer, and any such Writers are Established Writers, the total Contractual Fee shall not be less than the payment for that category of Work set out in Schedule A.
 - (b) Where the work is written by more than one Writer and all such Writers are Non Established Writers, the total Contractual Fee shall not be less than 75% of the payment for that category of Work set out in Schedule A.
- (v) The Producer and/or S4C shall, unless the Writer objects, upon payment of a further 65% of the Writer’s negotiated fee, have the option of pre-purchasing one further S4C Simulcast Broadcast during Peak Hours of the Programme. Such payment shall be paid in accordance with clause 7(iv).

7. Time of Payment.

S4C or the Producer, as applicable, shall pay the Writer as follows:

- (i) One third of the Contractual Fee within seven days of signature of the Form of Engagement by the Producer/S4C, as applicable;
 - (ii) One third of the Contractual Fee on Delivery of at least one clean copy of the Work by the Writer to the Producer and/or S4C, as stipulated in the Form of Engagement.
 - (iii) On receipt of the copy of the Work referred to in Sub-Clause 7 (ii) above, the Producer (or S4C, as applicable) shall within 28 Working Days from the date of Delivery by the Writer to the Producer and/or S4C, as applicable, or such other period as may be agreed between the Writer, the Producer and S4C, notify the Writer in writing that:-
 - (a) the Work is acceptable in which event the remaining one third of the Contractual Fee shall be paid; or
 - (b) that the Producer and/or S4C requires certain alterations to the Work, in which event the final one third of the Contractual Fee shall be paid to the Writer upon the Producer and/or S4C notifying the Writer (in writing) that the revised Work is acceptable. If the revised Work is not acceptable, the Producer, or S4C as applicable, shall notify the Writer in writing within a period of 28 days from the date of Delivery by the Writer to S4C and/or the Producer of the revised Work (or such other date as may be agreed) between the Writer, the Producer and S4C that the revised Work is not acceptable in which event the final one third will not be payable to the Writer. If the Work is not rejected within the time scale set out in this Sub-clause 7 (iii), the Work will be deemed to have been accepted and the final one third of the Contractual Fee shall be paid;
- or
- (c) that the Work is not acceptable without revision by another Writer or Writers in which event the remaining one-third of the Contractual Fee is not payable and the Writer's fee shall for all purposes, including any future payments which may become due under the provisions of this Agreement, be deemed to be two-thirds of the Contractual Fee.
 - (iv) If it is agreed that the Producer, on behalf of S4C, acquires the right to a further S4C Simulcast Broadcast during Peak Hours in accordance with clause 6(v), a further payment of 65% of the Contractual Fee will be paid to the Writer at the time of payment of

the final one third of the Contractual Fee in accordance with 7(iii) above.

8. Transmissions.

(i) Payment to the Writer of the Contractual Fee in accordance with Clause 7 shall entitle S4C/to:-

(a) One Simulcast Broadcast of the Programme and a Channel 4 UK transmission; OR

(b) One broadcast of the Programme on S4C Digital and a Channel 4 UK transmission.

(It is agreed that re-scheduled English language programmes broadcast by S4C shall be deemed to be part of the UK transmission by Channel 4 and not an S4C transmission).

(ii) Payment of the percentages of the Contractual Fee listed below to the Writer shall entitle S4C, at the transmission times listed below, to a further Simulcast Broadcast (together with a Channel 4 UK transmission) of the Programme:-

(a) PEAK HOURS 18.00-21.59 (100% of the Contractual Fee);

(b) OFF PEAK 16.30-17.59 (65% of the Contractual Fee)
HOURS 22.00-22.59

(c) ALL OTHER TIMES (50% of the Contractual Fee)

(It is agreed that re-scheduled English language programmes broadcast by S4C shall be deemed to be the UK transmission by Channel 4 and not an S4C transmission).

It is agreed that all Programmes transmitted on the S4C Analogue service between 20th December and the 2nd January and St David's Day be paid at the Peak Hour rate. Programmes transmitted on the S4C Digital only service during these periods will be paid the appropriate rates as noted in clause 8 (v) below.

(iii) With regard to educational programmes made for Educational Broadcast:-

(a) payment of the Contractual Fee to the Writer will entitle S4C to two Simulcast Broadcasts of such programmes within 2 weeks of the date of the first broadcast.

(b) payment of a percentage of the Contractual Fee in accordance with Clause 8 (ii) will entitle S4C to two further Simulcast

Broadcasts within 2 weeks of the date of the first broadcast under this sub-clause (b);

- (c) A further payment of a percentage of the Contractual Fee in accordance with Clause 8 (ii) will entitle S4C to two further Simulcast Broadcasts within 2 weeks of the date of the first broadcast under this sub-clause (c).

- (iv) Further payment of a percentage of the Contractual Fee set out in Clause 8(ii) will entitle S4C to two additional S4C Simulcast Broadcasts or two additional Channel 4 UK transmissions, or one transmission (being one S4C Simulcast Broadcast and one Channel 4 UK transmission) on each.

The transmissions in Sub-Clauses (ii), (iii) and (iv) may be spread over a period of 5 years from the date of the first broadcast of the Programme on either S4C or Channel 4 (whichever is the earlier) PROVIDED THAT after the expiry of a period of 3 years from the date of the first broadcast of the Programme, the Contractual Fee paid to the Writer shall be increased in accordance with RPI [for the period between the date of the first broadcast of the Programme and the Simulcast Broadcast on S4C or its transmission on Channel 4] and it is agreed that it is a percentage of the Contractual Fee plus the RPI increase(s) which shall be payable to the Writer.

- (v) Payment for S4C Digital only broadcasts shall be as follows:-
 - (a) For Programmes broadcast either on S4C Analogue, S4C Simulcast Broadcast or S4C Digital within 5 years of the date of the original broadcast of the Programme on S4C Analogue, S4C Simulcast Broadcast or S4C Digital, 16% of the Contractual Fee shall be payable to the Writer.
 - (b) For Programmes (first) broadcast on S4C Analogue (S4C Simulcast Broadcast) 5 years or more from the date of the original broadcast of the Programme on S4C Analogue, 10.9% of the Contractual Fee shall be payable to the Writer.

The transmissions in sub-clauses (a) and (b) will be based on the Contractual Fee PROVIDED THAT after the expiry of a period of 3 years from the date of the first broadcast of the Programme, the Contractual Fee shall be increased in accordance with RPI for the period between the date of the original broadcast of the Programme on S4C Analogue and the date of its broadcast on S4C Digital and it is agreed that it is a percentage of the Contractual Fee plus the RPI increase(s) which shall be payable to the Writer.

- (c) Payment of the fees above in sub clauses (a) and (b) shall entitle S4C to broadcast the Programme on S4C Digital three times within 28 days of its first broadcast on S4C Digital.

9. Rehearsals.

- (i) The Producer shall send to the Writer at least one copy of each version of the Work as soon as it is produced and shall notify the Writer of the rehearsal and recording schedule.
- (ii) The Writer shall be entitled to attend the read-through, one rehearsal, (to be decided by the Producer), and one recording day, and shall receive the agreed allowance for each such day of attendance (See Schedule A). The Writer may attend other rehearsals and recording days and provided such attendance has been requested by the Producer will be entitled to receive the agreed allowance. In addition to the above allowance the Writer will be entitled to claim reasonable expenses for travel and subsistence necessarily incurred but such expenses payments will not be made unless the Writer is entitled to claim the attendance allowance.

10. Credits.

Subject to the full performance and observance by the Writer of the Writer's obligations and undertakings hereunder, the Writer shall be entitled to an appropriate screen credit and, where practicable, an appropriate billing in television programme journals. No casual or inadvertent failure on the part of S4C/the Producer or any third party to comply with the credit provisions shall constitute a breach of this Agreement and the Writer acknowledges that the only remedy of the Writer for breach of any of the credit provisions of this Agreement shall be damages and that the Writer shall not be entitled to injunctive relief for any alleged failure on the part of S4C/the Producer or any third party to accord the credit provided for.

11. Assignment.

The Producer will be entitled to assign the rights under this Agreement to S4C provided that such assignment will not relieve the Producer of the Producer's obligations to the Writer under this Agreement.

12. Disputes.

Any disputes arising concerning the interpretation of this Agreement or the interpretation of any part of an individual contract subject to this Agreement between a Producer, S4C and Writer shall, in the first instance, be referred to a Joint Committee composed of three representatives of TAC and three representatives of the Guild. In circumstances where S4C is in dispute with the Writer, S4C has the right to appoint up to two representatives to the Joint Committee the balance up to a total of three being representatives of TAC. Failing

settlement it shall then be referred to a single arbitrator mutually acceptable to both sides who shall determine the issue and whose decision shall be binding on both parties.

13. Pension.

Where the Writer is a member of the Writers' Guild and a member of the Writers' Guild Pension Scheme, and wishes the Producer to make appropriate pension contributions, such Writer will inform the Producer, or S4C as applicable, of this fact at the outset and in any event at the very early stages of contractual negotiations between the Writer and the Producer (or S4C, as applicable).

- (i) Where the Writer is an Established Writer:
the Producer shall make a payment to the Guild pension fund equal to 6 per cent of the appropriate minimum Established Writer Rate.

Where the Writer is a Non-Established Writer:

the Producer shall make a payment to the Guild pension fund equal to 6 per cent of the appropriate minimum Non Established Writer Rate.

This payment is in addition to, and shall not be deducted from, the fees due to the Writer.

- (ii) The Writer shall make a payment to the Guild pension fund equal to 4 per cent of the appropriate minimum payment. The Producer will deduct this payment from the fees due to the Writer and pay it directly to the Guild pension fund simultaneously with the payment due under (i) above.
- (iii) Provided that the Writer fulfils all his/her contractual obligations the contributions deducted from payments due to the Writer will be remitted direct to:

HSBC Actuaries and Consultants Ltd of 36 Ridgemont Road, St Albans, Hertfordshire. AL1 3AB Tel: 01727 775071

- (iv) In circumstances where the Producer or S4C considers that the Writer has failed to fulfil his/her contractual obligations either in relation to this Agreement or the relevant Form of Engagement, the Producer or S4C reserves the right to refuse to make any Pension Contributions on the Writer's behalf. Any dispute regarding payment under this clause shall be dealt with in accordance with Clause 12 above.

14. Notices.

The address of each party given in this Agreement shall be the relevant address for the service of notices until such party notifies the other of a new address in the United Kingdom.

A notice shall be deemed served on the next following Working Day if delivered by hand or sent by telex or telefax to the relevant address as aforesaid or if handed in at a Post Office properly addressed and prepaid for transmission by first class post. Any period of notice specified herein shall commence on the day of presumed service and (unless otherwise provided) shall be inclusive of Saturdays, Sundays and Public Holidays.

15. Contracts Rights of Third Parties.

The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement and S4C shall be entitled to rely upon or enforce any term of this Agreement.

Signature clause

.....on behalf of TAC On behalf of
WGGB

Date..... Date.....

Schedule A

Established Writer Rates Effective from 1st January 2003

Rates will be revised annually on 1st January each year, failing which they will be adjusted in accordance with headline rpi published on or about the 15th of December for the period up to the end of November.

(1) Adaptations

01/01/03

Slot Length

Up to 20 minutes :	£1228
21 - 30 minutes :	£1419
31 - 40 minutes :	£1609
41 - 50 minutes :	£1801
51 - 60 minutes :	£1990
61 - 75 minutes :	£2183
76 - 90 minutes :	£2373

(2) Dramatisations

Slot Length

Up to 20 minutes :	£1364
21 - 30 minutes :	£1706
31 - 40 minutes :	£2047
41 - 50 minutes :	£2390
51 - 60 minutes :	£2732
61 - 75 minutes :	£3081
76 - 90 minutes :	£3415

(3) Drama

Slot Length

Up to 20 minutes :	£2373
21 - 30 minutes :	£3097
31 - 40 minutes :	£3823
41 - 50 minutes :	£4546
51 - 60 minutes :	£5272
61 - 75 minutes :	£5996
76 - 90 minutes :	£6720

(4) Drama Series

Slot Length

Up to 20 minutes :	£1774
21 - 30 minutes :	£2420
31 - 40 minutes :	£3065
41 - 50 minutes :	£3714
51 - 60 minutes :	£4359

(5) Situation Comedy

Slot Length

Up to 20 minutes :	£2039
21 - 30 minutes :	£2782
31 - 40 minutes :	£3527
41 - 50 minutes :	£4269
51 - 60 minutes :	£5014

(6) Drama Serial

Slot Length

Up to 20 minutes :	£1658
21 - 30 minutes :	£2130
31 - 40 minutes :	£2603
41 - 50 minutes :	£3077
51 - 60 minutes :	£3550

(7) Drama Documentary

Slot Length

Up to 20 minutes :	£1774
21 - 30 minutes :	£2277
31 - 40 minutes :	£2778
41 - 50 minutes :	£3279
51 - 60 minutes :	£3782

(8) Linguistic Adaptation

Slot Length

Up to 20 minutes :	£ 407
21 - 30 minutes :	£ 577
31 - 40 minutes :	£ 747
41 - 50 minutes :	£ 917
51 - 60 minutes :	£1087
61 - 75 minutes :	£1255
76 - 90 minutes :	£1426

(9) Literal Translation

Slot Length

Up to 20 minutes :	£ 136
21 - 30 minutes :	£ 192
31 - 40 minutes :	£ 248
41 - 50 minutes :	£ 305
51 - 60 minutes :	£ 361
61 - 75 minutes :	£ 417
76 - 90 minutes :	£ 472

(10) Translation & Final Adaptation

Slot Length

Up to 20 minutes :	£ 605
21 - 30 minutes :	£ 946
31 - 40 minutes :	£1286
41 - 50 minutes :	£1627
51 - 60 minutes :	£1970
61 - 75 minutes :	£2311
76 - 90 minutes :	£2652

(11) Scripts for Animation

Slot Length

Up to 20 minutes :	£ 338
21 - 30 minutes :	£ 549
31 - 60 minutes :	£ 762

(12) Sketches

Slot Length

Up to 30 Seconds :	£ 27
31 - 60 seconds :	£ 51
1 - 2 minutes :	£ 82
2 - 3 minutes :	£ 135
3 - 4 minutes :	£ 190

(13) Pre School Scripts

£18 per minute dialogue only with storyline and format provided by the Producer or a third party. £24 per minute where Writer is the originator of the storyline, format and characters.

(14) Lyrics for Songs

£99 per song

(15) Poetry

£48 per minute for original poetry commissioned by the Producer
(Other £33 per minute)

(16) Prose

£14 per minute

(17) Original Cartoons

£85 per minute

(18) Attendance Fee

£79 per day

CONTRACT OF ENGAGEMENT FOR WRITER

- 1. A contract of Engagement incorporating the terms and conditions of the current Agreement between Teledwyr Annibynnol Cymru Cyf (TAC) and The Writers' Guild of Great Britain (WGGB) (the TAC/WGGB Agreement) and any subsequent amendments and updates to it agreed between TAC and the Writers' Guild.

DATE ____/____/____

Between _____(The Producer)

of _____

and _____(The Writer)

of _____

- 2. The Producer hereby commissions the Writer to write the Work for the Producer in accordance with the directions and requirements of the Producer and in all respects suitable for the Programme and to effect delivery of the Work on or before the Delivery Date.

(i) Title of the Programme _____ (Programme)

(ii) Script/Treatment/Storyline (delete as appropriate) (Work)

(iii) Category (e.g. Original Play, Drama Series) _____

(iv) Number of Episodes _____

(v) Slot Length _____

(vi) Delivery Date(s) of First Draft ____/____/____ (Delivery Date)

- 3. The Producer hereby agrees to pay the Writer (upon receipt of the Writer's invoice (plus VAT if applicable)):

3.1 Contractual Fee: £ _____

payable in three equal instalments, the first on receipt of the signed Contract, the second on delivery of the first draft and the third on final acceptance of the Work.

3.2 Advance Repeat Fee: (65%) £ _____ (delete if not applicable)

- 3.3 Pension: (delete if not applicable)
(Please refer to Clause 13 of the current TAC/WGGB Agreement and Clause 8 of this Agreement.)

Writer's contribution: 4% of the appropriate minimum rate £ _____
(This payment will be deducted from the fees due to the Writer.)

Writers' Guild Pension Scheme Policy No: _____

Writers' Guild Membership No: _____

Producer's contribution: 6% of the appropriate minimum rate £ _____
(This payment is in addition to, and shall not be deducted from, the fees due to the Writer and the Producer will pay this directly to the Guild pension fund simultaneously with the payment on behalf of the Writer.)

- 3.4 Net sum payable to the Writer: £ _____
(i.e. Contractual Fee plus Advance Repeat Fee, if applicable, less Writer's Pension contribution, if applicable.)

4. The Writer hereby warrants undertakes and agrees:-

- 4.1 that except to the extent based on any pre-existing material disclosed by the Writer to the Producer and accepted by the Producer the Work and the characters and any format contained in the Work and any material on which the Work is based shall be wholly original to the Writer shall not have been published and shall not infringe the copyright or any other rights of any other party nor be defamatory of any person firm or company nor a contempt of court or be obscene or blasphemous or offensive to religion nor be in breach of the Convention Rights as defined by the Human Rights Act 1998 or contravene the provisions of any other statute regulation or order and the Work shall not have been the subject of any film or television production which has not been disclosed to and accepted by the Producer;
- 4.2 to attend at a reasonable number of conferences and meetings with the Producer in relation to the Programme and the Work (subject to the Producer paying the Writer's proper expenses in relation to such attendance);
- 4.3 that the Writer is a qualifying person within the meaning of the Copyright Designs and Patents Act 1988 ("the Act");
- 4.4 that the Writer is free to enter into this Agreement and assign and grant to the Producer the rights assigned and granted in it and has not entered into any arrangement which might inhibit or restrict the exercise by the Producer its assigns and licensees of its rights pursuant to this Agreement;
- 4.5 that the Writer shall be the sole author of the Work and the sole absolute unencumbered legal and beneficial owner of all rights of copyright and other rights whatever in and to the Work;

- 4.6 that nothing contained in any part of the Work has been taken from real life or is based upon any other literary dramatic musical artistic material or any film or television production or other project whatever except to the extent based on pre-existing material disclosed by the Writer to the Producer and accepted by the Producer;
- 4.7 that there is no present or prospective claim proceeding or litigation in respect of the Work or any rights in the Work or title to the Work;
- 4.8 that the Writer shall not disclose reveal or make public any information concerning the Work or the Programme or this Agreement all of which shall be kept strictly confidential;
- 4.9 that nothing contained in this Agreement shall oblige the Producer to commence or continue to exploit any of the rights granted to it or to use the whole or any part of the Work or to produce the Programme. In the event that it shall in its entire and sole discretion elect not to do so the Writer shall have no claim against the Producer for loss of opportunity to enhance reputation or any other reason whatever;
- 4.10 to indemnify the Producer in respect of any costs, royalties, damages and any other losses or damages paid or incurred as a result of a breach of any of the foregoing warranties or any of the other warranties agreements and undertakings on the part of the Writer contained in this Agreement.
- 5.1 In consideration of the Contractual Fee, the Writer assigns to the Producer the following exclusive and unrestricted rights in relation to the Work throughout the world for the full period of copyright:
- 5.1.1 the right to make the Programme or other television programmes based on the Work, together with the right to make sequels, prequels, and re-makes to and of the Programme;
- 5.1.2 the Simulcast broadcast of the Programme on S4C Analogue and S4C Digital or one transmission of the Programme on S4C Digital.
In this clause the following words shall have the following meanings:-
- “S4C Analogue”** - the service referred to in Section 57 of the Broadcasting Act 1990.
- “S4C Digital”** - the service referred to in Sections 29(1) and 84(3) of the Broadcasting Act 1996 whether delivered by digital terrestrial television, digital cable, digital satellite, telephone line or any other digital media now known or hereinafter invented and where the method of delivery is via unencrypted digital satellite signal, the parties acknowledge that the territory in which the signal is capable of being received is not limited to the UK.

“Simulcast” - the simultaneous broadcast of a Programme on S4C Analogue and S4C Digital.

- 5.1.3 the right to edit, adapt, omit parts from and add to the Work, and combine the same with any other material to the extent that the Producer may require;
 - 5.1.4 the right to translate and adapt the Work or to procure the translation and adaptation of the Work into other languages for the purpose of exploiting the Programme and/or the Work and to use such translations for the purpose of making versions of the Programme/Work in other languages or for dubbing the Programme;
 - 5.1.5 the right to make and publish synopses or summaries of the Work and any translations thereof for the purpose of advertising and promoting the Programme.
- 5.2 In addition to the rights set out in Clause 5.1. above, the Writer grants the following exclusive, worldwide rights:
- 5.2.1 the right to further broadcasts of the Programme within the U.K. subject to the payment of a percentage of the Contractual Fee as set out in the current TAC/WGGB Agreement;
 - 5.2.2 the right to use and exploit and/or authorise others to exploit the Programme and all parts thereof and/or the Work and all parts thereof throughout the world by all manner and means in all media whether now known or hereafter invented subject to payment to the Writer of the royalty set out in the current TAC/WGGB Agreement;
 - 5.2.3 the exclusive Publishing Rights in the Work on the terms of clause 4.2.3 of the TAC/WGGB Agreement;
 - 5.2.4 the right to use the working and final title of the Work and any other title under which it may be published or which the Producer may require;
 - 5.2.5 the exclusive right to enter the Programme in any competition or festival and to issue and consent to the issue of all such publicity advertising material in connection with the same;
 - 5.2.6 the exclusive right to authorise others to exercise any or all of the rights set out in this Clause 5;
 - 5.2.7 the exclusive right to exercise any of the foregoing rights in relation to any adaptation of the Work.
- 5.3 In addition to the rights set out in Sub-Clause 5.1 and 5.2 above (and any other rights granted in this Agreement):-

- 5.3.1 the Writer transfers the rental and lending rights (as such terms are defined in the Act, as amended by the Copyright and Related Rights Regulations 1996 (“the Regulations”) in the Work and the product of the services of the Writer in connection with the Programme TO HOLD to the Producer its successors assigns and licensees absolutely for the whole period of such rights for the time being capable of being assigned by the Writer throughout the world together with any and all renewals reversions and extensions. The Writer acknowledges that the Contractual Fee constitutes equitable remuneration for all of the rights acquired by the Producer under this Agreement, including without limitation the rights referred to in this Sub-Clause 5.3.1;
 - 5.3.2 the Writer grants to the Producer all rights consents and confirmations pursuant to the Act as amended by the Regulations and all other laws now or in the future in force in any part of the world which may be required to enable the Producer to use the Work and the Programme (or any other programme or film based on the Work and any adaptations of them) and to exploit the same, including without limitation all transfers consents and confirmations pursuant to Part II of the Act (as amended by the Regulations) including but not limited to all rights of communication to the public by satellite and cable re-transmission rights;
 - 5.3.3 the Writer irrevocably and unconditionally waives all rights in respect of the Work and the Programme to which the Writer is now or may be entitled pursuant to Sections 77, 80, 84 and 85 of the Act and any other moral rights to which the Writer may be entitled under any legislation now existing or in future enacted in any part of the world;
 - 5.3.4 the Writer grants the exclusive right to use the name biography and likeness of the Writer in connection with any of the rights granted in this Agreement but not for endorsement and/or commercial type purposes not connected with the exploitation of the rights in the Work.
- 5.4 It is further agreed that the Writer:-
- 5.4.1 will observe all rules and regulations in force at studios, locations or other premises where the Writer may be required to attend during the course of preparation or production of the above Work;
 - 5.4.2 will write and deliver at least one clean copy of the Work in accordance with the requirements of the Producer on or before the date in 2(vi) above;
 - 5.4.3 will not pledge the credit of the Producer or incur any liability on behalf of the Producer without the consent in writing of the Producer.

- 6.1 The Producer shall be under no obligation to make use of the Work and the failure of the Producer so to do shall not give rise to any claim by the Writer whatsoever and the payment of the amount in 3.1 shall be the limit of the Producer's liability.
- 6.2 Time shall be of the essence for the performance of the Writer's obligations under this Agreement.
7. The Producer will be entitled to assign the rights and the services of the Writer under this Agreement and the Producer will inform the Writer in advance of such assignment but the Producer shall remain liable for all the obligations of this Agreement.
8. The Writer hereby authorises the Producer to make direct payment(s) to the Writer's credit to the Writers' Guild Pension Fund by withholding the appropriate percentage of the Established Writer's Rate or Non Established Writer's Rate (as defined in the current TAC/WGGB Agreement) and adding thereto the appropriate Producer's pension contribution as set out in Clause 13 of the current TAC/WGGB Agreement (delete if not applicable).
9. Except as varied above the terms and conditions of the current TAC/WGGB Agreement shall apply to this Agreement. Where the context admits words used in this Agreement shall have the meanings ascribed to them in the TAC/WGGB Agreement.
10. The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement and S4C shall be entitled to rely upon or enforce any term of this Agreement.
11. This Agreement is to be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts.

SIGNED _____ **DATE** ____/____/____
 (by the Writer)

SIGNED _____ **DATE** ____/____/____
 (for and on behalf of the Producer)

Schedule C

LENGTH OF SLOT	LENGTH OF PROGRAMME	CENTRE ADVERTISING BREAK (maximum)
30 min	23'30" – 24'00"	ONE
40 min	32'00" – 32'30"	ONE
45 min	36'00" – 36'30"	TWO
50 min	40'00" – 40'30"	TWO
60 min	49'00" – 49'30"	THREE
75 min	59'00" – 59'30"	THREE
90 min	74'00" – 74'30"	FOUR
120 min	99'00" – 99'30"	FIVE

*Dramas commissioned under S4C's theatric policy/for cinematic release will have different lengths. Author should discuss this with the Producer/S4C at the commissioning stage.

LENGTH OF PRE-SCHOOL PROGRAMMES**

LENGTH OF SLOT	LENGTH OF PROGRAMME	CENTRE ADVERTISING BREAK
5 min	4'00" – 4'30"	NONE
15 min	10'00" – 13'00"	NONE

LENGTH OF CHILDRENS PROGRAMMES**

LENGTH OF SLOT	LENGTH OF PROGRAMME	CENTRE ADVERTISING BREAK
30 min	21'00" – 24'00"	NONE

** There is some flexibility in the length of programmes broadcast within the children's 'Planned Plant' slot as it is possible to vary the length of the 'wrap around' links provided by S4C.