

# BBC script agreement for television and online

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## **SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

Memorandum of an Agreement made on 21<sup>st</sup> March 2017. (Updated May 2018)

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 including without limitation BBC Studios or any successor to BBC Studios, other production entity or co-producer, distributor, licensee or broadcaster) 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 First Floor 134 Tooley Street London SE1 2TU (the “WGGB”)

establishing the minimum terms which shall be offered by the BBC on commissioning a Writer to write a Script for a television or online programme.

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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. “Advance”: an additional 100% of the Fee payable as an advance in respect of all repeats and commercial exploitation. For the avoidance of doubt uses of the Script covered by the Collective Administration arrangements set out in clause 9 and Schedule Four shall not be recoupable from this Advance.
- B. “Acceptance”: acknowledgement by the BBC that the draft of the Script in question is in accordance with the brief specified by the BBC at the point of commissioning and of a quality suitable for production and Transmission and “Accept” shall have a corresponding meaning
- C. “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 Script 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
- D. BBC Online Commission a Script commissioned for a Programme created specifically for first Transmission on BBC Online or on the BBC Red Button (as included in the BBC’s Public Services listed in Schedule Six) services but excluding Scripts commissioned for Programmes on BBC Three Online
- E. “BBC Three Online” the BBC’s online channel which forms part of the BBC’s Public Services and replaces BBC Three TV
- F. “Deal Memo”: the agreement in writing between the BBC and the Writer based on the form set out in Schedule Fourteen specifying particulars of the commission which incorporates the terms set out in this Agreement and forms the contract for the commission
- G. “Delivery”: delivery to the BBC of the first draft of the Script (written in accordance with the brief for the commission)
- H. “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 Script (including BBC Store but not including Videogram Rights or so-called video on demand rights)
- I. “Educational Drama”: a Programme based on a Script which is identified and commissioned as part of BBC Learning’s remit but which is not intended for first Transmission on BBC One, BBC Two, BBC Four or BBC Scotland in Peak as Defined in Schedule Two of this Agreement.

- J. "Extract Pro Rata Fee": the amount payable by the BBC for extract use in accordance with Schedule Three, Seven and Eight to this Agreement which shall be calculated by multiplying the Fee by the duration of the extract and dividing the result by the duration of the Programme, with the basis of the calculation being per thirty (30) seconds or part thereof
- K. "FDPP": the first day of principal photography of the Programme
- L. "Fee": the amount specified in the Deal Memo as payable to the Writer for the Script which after **two years\*** from the date of the original Transmission shall be adjusted for the purposes of calculating fees for repeat Transmissions by the increase in the RPI from the month of the Deal Memo to the month of the repeat Transmission
- \*please note this is to be confirmed with ITV.**
- M. "Format": the expression of an original idea for a 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
- N. "Format Agreement": an agreement which, subject to being varied by individual negotiation, defines ownership of the Format and entitlements to the proceeds of the exploitation of such Format. For the avoidance of doubt where the Writer provides the Format and there is no Format Agreement all Format rights are reserved to the Writer
- O. "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 Thirteen
- P. "Gross Receipts": the gross revenue less taxes, duties or other levies derived from distribution of the Programme incorporating the Script 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. For the purposes of BBC Store and any other BBC Worldwide owned / managed service the gross receipts shall be defined as; gross income accruing to BBC Worldwide in relation to BBC Store and any other BBC Worldwide owned / managed service shall be defined as all non-physical programme sales revenue received by BBC Worldwide minus (a) sales tax (b) a 30% platform retention deducted by BBC Worldwide and (c) customer refunds"
- Q. "Long Running Series": a series of which a minimum of 13 episodes have been Transmitted or scheduled for Transmission in a single block by the BBC or another broadcaster in the twelve months before the date of signature of a Deal Memo commissioning further episodes or a series for which the commissioning of a minimum of 13 Scripts intended for continuous production has received financial approval within the same financial year. The Forum will be notified at the first reasonable opportunity

of a proposed series meeting the above criteria. While the BBC reserves the right to categorise a programme as a Long Running Series under this definition it undertakes to inform the members of the Forum of any intention to categorise a programme in the future as a Long Running Series. The BBC will seriously consider any representation in the Forum about whether a Programme meets or will continue to meet the definition of a Long Running Series

- R. “Long Script”: a Script being a dramatic work of fifteen minutes or more in duration
- S. “Narrative Repeat”: a repeat Transmission made within seven days of the first Transmission
- T. “Pilot Script”: a Script envisaged as being the first in a possible Series based on a Format but commissioned individually
- U. “Primary Channel”: BBC One, BBC Two, ITV1, Channel 4, Channel Five
- V. “Print and Publication”: the publication of the Script or a work based on the Script in printed book magazine and/or periodical form and/or in electronic form and including without limitation any novelised version adaptation dramatisation narrative continuity or syndication based on the Script
- W. “Programme”: the television or online production based on the Script
- X. “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 Six
- Y. “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
- Z. “Script”: an original dramatic work whether intended for production by live action or by animation, (including a script intended to form part of a Series) described in the Deal Memo and including all drafts and revisions
- AA. “SCTW”: Secondary Channel Transmission Window; the window period during which a Programme may be Transmitted on a Secondary Channel or BBC Three Online
- BB. “Secondary Channel”: BBC Three TV, BBC Four, CBBC, Cbeebies, BBC Scotland
- CC. “Series”: a series or serial based on a Format

- DD. "Short Script": a Script being a dramatic work of less than five minutes in duration
- EE. "Story Outline": a written outline of a story idea giving a clear indication of the leading characters, the progression of events and the overall style of the proposed Programme with some indication of settings, but for the avoidance of doubt not containing scenes, scene structure or dialogue
- FF. "Television Distribution": all forms of audiovisual distribution however transmitted or delivered whether now or hereafter known (including but not limited to theatric rights)
- GG. "Television Distribution - BBC Interest": Television Distribution in a service 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
- HH. "Theatric Net Receipts" : all monies actually received by BBC Worldwide from the distribution, exhibition and other exploitation of the theatric rights, excluding VAT and other similar taxes, less the following:
- i) an amount equal to all costs wholly and properly incurred in converting the Series or Programme from television format to a form and format suitable for theatric release.
  - ii) an amount equal to distribution expenses including without limitation: localisation costs, delivery costs and encryption costs wholly and properly incurred relating to the theatric rights and for the avoidance shall exclude any marketing expenses.
- II. "Transmission": communicating the Programme to the public by any televisual means and media whether now or hereafter known (including without limitation both broadcast on-demand and/or online). A Transmission on a BBC channel listed in Schedule Six shall mean a simultaneous or non simultaneous Transmission in some or all BBC regions or so-called BBC nations served by each such BBC channel
- JJ. "Videogram Rights": the right to exploit physical audiovisual recordings of the Programme ("Videograms") by whatsoever 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)
- KK. "WDP": a writers' digital payment body or bodies, being a collective administration body 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
- LL. "WGA Agreement": the current Writers' Guild of America Television Basic Agreement



MM. "Writer": the person or persons named as such in a Deal Memo into which the terms of this Agreement are incorporated.

## **1. Application of Agreement**

The Television and Online Drama and Comedy Script Agreement (“TODCSA”) formerly known as the Television Script Agreement (TSA) shall be replaced by the terms of this Agreement and renamed the “BBC Script Agreement for Television and Online” (SATO).

The General Script Agreement (“GSA”) shall no longer apply to Scripts commissioned after 21<sup>st</sup> September 2015 for any and all types. The terms of this ‘BBC Script Agreement for Television and Online’ shall apply to all GSA contracts previously commissioned.

From 1<sup>st</sup> April 2017, the BBC undertakes to commission the writing of English language Scripts for television or online whether live action or animation in accordance with this Agreement. Scripts of sketch material and animation scripts for children’s programming of any duration shall be commissioned under alternative relevant BBC agreements.

While not commissioned under this Agreement scripts for children’s animation programmes shall attract pension payments as detailed in Schedule Twelve. This applies from 1st April 2017 to the next series commissioned and series thereafter. It is not retrospective so does not apply to series, mid-series or scripts commissioned/green-lit before 1st April 2017.

## **2. Commissioning**

- 2.1 The Writer will write and deliver the Script 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 in writing between the Writer and the BBC.
- 2.2 The Writer will carry out the commission to the best of the Writer’s ability (including adequate research and preparation where appropriate) in accordance with directions given by the BBC as 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.
- 2.3 If a Story Outline is required, based on a Format by a third party, the terms shall be set out in a letter agreement. The Writer shall be paid 10% of the Writer’s Fee for the Script (payable half on signature and half on delivery). The Writer will be required not to disclose the contents of that Story Outline to a third party during any period in which the BBC is entitled to commission the Script. The payment shall be non-returnable and shall be on account of the Fee. All rights in a Story Outline remain vested in the Writer until such time as the BBC commissions the Script based on the Story Outline from the Writer. The BBC shall use its best endeavours to inform the Writer within eight weeks from delivery whether a commissioned Story Outline is suitable for development as a Script, failing which the BBC shall be deemed to have decided against such development.

### **3. Rights**

- 3.1 In consideration of the payment of the full Fee as the basis for making one Programme only based on the Script 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 and irrevocable licence of the copyright in the Script (subject for clarity to the Writer's right of turnaround under clause 3.2 below) for inclusion in the Programme 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 Script provided that (subject to clauses 3.2 below) principal photography of the Programme or Series commences within 3 years of the date of Acceptance of the Script or the last Script commissioned under the Deal Memo (except in the case of Long Running Series in which case the period will be two years).
- 3.2 If the BBC having paid the full Fee does not commence principal photography of a Programme in accordance with clause 3.1 the Writer shall be entitled to re-acquire the rights in the Script licensed to the BBC under this Agreement on the conditions and the payment terms defined in clause 18 and such re-acquisition by the Writer of the rights in the Script will be referred to as turnaround.

### **4. Format Rights and Characters**

- 4.1 A Format Agreement will be required where the Format has been provided by the Writer (or jointly by the Writer and the BBC). Where no Format Agreement is concluded at the time of Script commission both parties will enter good faith negotiations for such Format Agreement. Once a Format Agreement is agreed, then in the event of any conflict between the terms of this Agreement and the Format Agreement the latter shall prevail.
- 4.2 Whether or not a Format Agreement is required the Writer shall nevertheless retain all rights in any character dimensionally created by the Writer who appears in the Script except where the character is created in accordance with a detailed specific brief provided by the BBC where the BBC shall retain such rights. If the BBC wishes to make use of a character in which the Writer retains all rights in scripts written by other writers the BBC shall first come to an agreement with the Writer as to the basis upon which such usage may be made. The Writer shall not make use of any such character except as provided for under clause 4.5 below.
- 4.3 If the Script is for a Long Running Series clause 19 shall apply.
- 4.4 The BBC acknowledges that there may be occasional circumstances where the Writer is commissioned under this Agreement to dramatise or adapt a source work and the commission requires the addition of substantial original

material or significant alteration to the narrative structure of the source work. In such circumstances there shall be a good faith negotiation to agree any contractual terms additional to the terms of this Agreement to reflect and protect such origination.

4.5 Where the Writer has retained all rights in characters dimensionally created by the Writer in accordance with Clause 4.2 above:

4.5.1 the Writer shall not use or license or assign the use of such characters without the prior approval of the BBC during the development period and until a Programme commissioning decision has been made;

4.5.2 if the Script proceeds to Programme production, any further use of the characters created by the Writer in connection with:

- any other film, television, radio, online or other audio-visual version
- any stage production;
- any advertising campaigns;
- or otherwise in connection with the promotion of any service, business or product,

whether in or outside the UK, shall be mutually agreed between the Writer and the BBC, with both parties acting reasonably and in good faith.

## **5. Extracts**

The BBC agrees to comply with the provisions set out in Schedule Three, Seven and Eight as regards use of extracts from the Programme separately from the Programme (but subject to uses permitted by law or by this Agreement including without limitation by clause 10 below).

## **6. Script Payment and Secondary Channel Use / Channel Transfers**

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, 25% on Delivery and 25% on Acceptance. The Fee will pay for the uses of the Script set out below and further uses shall attract the additional payments also set out.

For Scripts commissioned for BBC – see Schedule One

For Scripts commissioned for ITV – see Schedule Seven

For Scripts commissioned for other UK Linear broadcasters see Schedule Eight

For Scripts commissioned for a non-linear broadcaster e.g. Netflix see Schedule Nine

## **7. Repeat Fees**

For Scripts commissioned for BBC – see Schedule Two

For Scripts commissioned for ITV – Schedule Seven

For Scripts commissioned for other UK Linear broadcasters see Schedule Eight

For Scripts commissioned for a non-linear broadcaster e.g. Netflix see Schedule Nine

## **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 Ten or credit the same amount against any Advance paid under Schedule One, Seven and Eight and 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 Eleven.
- 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 Script 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 Writer has written the Script 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.
- 8.5 If any script 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 Audio Publication, the Writer shall receive such proportionate share of the royalties set out in Schedule Ten as the Script (if written by the Writer alone) bears to the total number of scripts included in the product or such lesser amount as the Writer may agree if such scripts are the same duration. If the scripts included in the product are of different durations the BBC will consult with the writers concerned and agree an appropriate apportionment of royalties prior to exploitation of such rights.
- 8.6 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 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 Script 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.

- 9.2 The Writer will make no claim against the BBC, whether for 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 Schedule One Clause 8 below.
- 9.3 By signing a Deal Memo the Writer understands that in order to perform this contract 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 Scripts 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 Script or recordings of the performance of the Script 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 Transmission by the BBC of brief excerpts from the Scripts 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 Performer's 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 Script which contain descriptions of a performance of the Script 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 Script for the purpose of assisting those who are visually impaired;
- 10.9 in the case of Educational Drama Programmes, educational demonstrations or study purposes throughout the world or at educational festivals or competitions and including the right to use an adaptation or translation for the purposes of this sub-clause 10.9.

## **11. Disputes Procedure**

If a dispute relating to a Script 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 12.3 and clause 13 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 Eleven of this agreement are altered; or
- (b) the fee, residual or royalty for any usage of a Script 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 Script after the date of such alteration or shall reflect such determination in respect of all relevant uses made of the Script 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 Thirteen; 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 Script 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 Thirteen

### **14. Accounting**

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

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

- (a) Television Distribution, Download to Own, international iPlayer, transactional on-demand, theatric exploitation and extract exploitation, Audio Publication, and Print and Publication and extract exploitation - royalties shall be paid to the Writer for each six month period after its first sale 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. -



(b) 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.

The above accounting provisions shall not apply where the WDP are making payments for the download to own service currently known as BBC Store.

For accounting under clause 14.2 (a) and (b) 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.

- 14.3 The BBC shall also send to the Writer a cumulative statement of account for Programmes commissioned for Transmission on the BBC. This statement will show any Advances paid to the Writer under Schedule One, Seven and Eight, any amounts in respect of repeat fees and royalties credited in recoupment of such Advances under clauses 6, 7 and 8 above and Schedules One, Two, Seven, Eight, Ten and Eleven and the outstanding amount of any Advances paid, or following the recoupment of all Advances, the additional amount paid to the Writer. The cumulative statements will be sent initially in respect of the periods to 30<sup>th</sup> June and 31<sup>st</sup> December following principal photography of the production based on each Script and will continue to be sent in respect of any six month period in which any payment to the Writer is due. Statements will be sent to the Writer within three months of the end of the period to which they refer. Writers may in addition individually request a statement in respect of any such six month period.
- 14.4 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 Script 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.
- 14.5 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 17.1 to use the Writer's name, approved biography and approved photograph or likeness in association with any use of the Script 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 Script itself.

## **16. Rewrites and Acceptance**

16.1 Within four weeks from delivery of the Script the BBC shall use its best endeavours to notify the Writer that the BBC:

- a) Accepts the Script; or
- b) requires rewrites to be undertaken by the Writer in order for Acceptance to occur (such rewrites to be within the ambit of the original brief to the Writer at the point of commissioning or else the provisions of clause 16.3 shall apply); or
- c) wishes to take over the Script under the provisions of clause 16.5 below; or
- d) wishes to abandon the Script (in which case all rights therein shall revert to the Writer and no further payment will be due from the BBC).

Notification under sub-clause (c) and (d) shall be confirmed in writing and may be by e-mail.

16.2 In the absence of notification in accordance with clause 16.1 above the Script shall be deemed Accepted ten weeks after delivery to the BBC and this time period shall apply in like manner with regard to any requested rewrite.

16.3 Where the Writer has delivered the Script in compliance with the brief given by the BBC at the point of commissioning but a rewrite is required as a result of a change to that brief, the BBC will negotiate an additional fee with the Writer in regard to their work on the rewrite.

16.4 Where the Writer has created the Format but the Script or any rewrite to the Script is not Accepted, the BBC shall not be entitled to have the Script rewritten by another writer unless the BBC first obtains the written consent of the Writer.

16.5 Where a Format Agreement is not required and the Script is not Accepted, the BBC shall if it so wishes pay the outstanding balance of the Fee in order to take over the Script, or if the BBC wishes to take over only the story outline

from that Script the BBC shall notify the Writer that the story outline has been taken over and no further payment is due.

- 16.6 If the Writer is entitled to sole Script credit they shall receive the full repeat and royalty payments described in Schedules One, Two, Seven, Eight, Ten and Eleven but if more than one writer is entitled to Script credit the share of such payments shall be agreed in good faith negotiations but in the event of non agreement the issue shall be dealt with under the Disputes Procedure in clause 11. For the avoidance of doubt the total payments due in these circumstances will not exceed the rates specified in the Schedules.

## **17. Moral Rights and Alterations**

- 17.1 The Writer asserts the Writer's right to be identified as the author of the Script 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 Script.
- 17.2 The BBC and persons the BBC authorises will 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 only in the UK, in all media provided that any significant edits shall be subject to the Writer's consent (not to be unreasonably withheld) unless the edit is undertaken by the original director of the programme.
- 17.3 The BBC shall 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.
- 17.4 In the case of a Script for a Long Running Series the BBC shall be entitled to make major and structural alterations as well as minor ones to the Script provided that the BBC shall subject to the availability of the Writer make every effort to inform and reach agreement with the Writer regarding such alterations and whenever practicable alterations other than minor alterations shall be made by the Writer.
- 17.5 In all cases not covered by clause 17.4 above the BBC shall be entitled to make minor alterations but the BBC shall not without the consent of the Writer (which consent shall not be unreasonably withheld) make any structural alterations as opposed to minor alterations to the Script, provided that such consent shall not be necessary in any case where the Writer is not available upon reasonable notice for consultation at the time which in the BBC's opinion is the deadline dictated by the production schedule for such alterations to be made.

## **18. Turnaround**

- 18.1 The BBC shall not be obliged to use the Script 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.
- 18.2 Where the Writer has provided the Format the BBC undertakes in good faith to notify the Writer of the likelihood of production and undertakes to allow its rights in the Script to be put into turnaround after two years have passed after the Acceptance of the script if the BBC at that time has decided not to pursue commissions for the Script.
- 18.3 Where the Script is based upon another copyright work (including for the avoidance of doubt a Format) and the BBC loses its rights in that underlying copyright work the Writer will thereupon become entitled to turnaround of the rights in the Script.
- 18.4 Where turnaround is applicable the BBC's licence of rights in the Script shall terminate upon the Writer serving written notice to that effect subject only to the Writer repaying to the BBC on the first day of principal photography of any programme or film based on the Script all monies previously paid to the Writer under this Agreement or such other sum as shall be agreed in good faith.
- 18.5 The BBC shall have the right to extend the period within which the principal photography of a Pilot Script may be given so as to be co-terminous with the period applying to any later Script commissioned for a first Series subject to payment to the Writer on principal photography of an amount equal to any shortfall between the Fee for the Pilot Script and the highest fee paid to the Writer for any such later Script and the substitution of that fee as the Fee for the Pilot Script for all purposes.

## **19. Long Running Series**

- 19.1 Where the Programme for which the Script is commissioned does not fall within the definition of a Long Running Series at the time of commissioning but subsequent scripts are based on the same Format which do constitute a Long Running Series then the Script shall upon the first such subsequent commission become subject where applicable to the terms in this Agreement relating to Long Running Series provided that the Writer shall not be required to repay any Advance under Schedule One, Seven and Eight..
- 19.2 If the Programme for which the Script is commissioned would not fall within the definition of a Long Running Series at the time of commissioning the BBC shall be entitled to designate it as subject to the provisions herein applying to a Script for a Long Running Series but if fewer than thirteen programmes based on the same Format are transmitted within twelve months from Acceptance of the Script the BBC will within fourteen days of that event pay the Writer a sum equal to the Advance payment for other Scripts pursuant to Schedule One, Seven and Eight.

- 19.3 Where the Script is for a Long Running Series if any character dimensionally created by the Writer is incorporated in the Script the BBC shall be entitled to use such character for other programmes in that Long Running Series whether or not the scripts for such programmes are written by the Writer.
- 19.4 If sub-clause 19.3 applies the BBC will make an ex gratia payment to the Writer the amount of which shall be discussed with the Writer bearing in mind the extent of the use which the BBC envisages making of the character or the Format elements in future episodes provided that if such use goes beyond that envisaged the BBC will make a further ex gratia payment to the Writer the amount of which shall also be discussed with the Writer.
- 19.5 As an exception to the provisions of Clause 6 concerning the points at which percentages of the Fee shall be payable to the Writer, the following provisions for payment will apply in the case of the Fee payable to a Writer commissioned to write a Script for the series 'Casualty' or 'Holby City', where the Writer is required to provide a scene by scene treatment:
- (a) 25% of the Fee is payable on commissioning of a scene by scene treatment;
  - (b) 25% of the Fee is payable on commissioning of the Script;
  - (c) 25% of the Fee is payable on Delivery of the first draft, and no further payment is due in respect of a second or third draft;
  - (d) 25% of the Fee is payable on Acceptance.

Further, as an exception to the provisions of Clause 16.5, in the event that a fourth or subsequent draft of the Script is required but the Script is not Accepted, payment of the final 25% that would have been due on Acceptance (or any part of it) will be the subject of a negotiation in good faith in order for the script to be taken over by the BBC.

## **20. Credit**

- 20.1 The Writer shall be entitled to screen credit either at the beginning or end of the programme based on the Script and such credit shall be either adjacent to the main title of the programme or to the credit for the producer or director and shall not be inferior in size of type, duration and prominence to that given to the producer or director.
- 20.2 Whenever reasonably possible and in any event wherever either the producer or the director is credited the Writer shall receive similar credit online and in any BBC publicity handouts to the press (except in the case of Long Running Series). Where either the producer or director receives a credit online and in any BBC publicity handouts to the press in respect of an individual episode of a Long Running Series the writer shall receive similar credit.

- 20.3 If clause 16.4 above applies or in other circumstances where more than one writer is writing the Script the BBC will negotiate with the Writer as to whether the appropriate credit should be as writer of the Script (being either a sole or shared credit) or as writer of the storyline upon which the Script is based.
- 20.4 Any inadvertent failure on the part of the BBC or any third party to comply with clauses 20.1 and 20.2 above shall not be deemed to be a breach of this Agreement.
- 20.5 A breach of clauses 20.1 and 20.2 above shall not entitle the Writer to seek injunctive relief and the Writer's sole remedy shall be in damages.
- 20.6 The BBC will use reasonable endeavours to rectify promptly any breach of clauses 20.1 and 20.2 above.
- 20.7 All of the above credits are subject to the broadcaster's guidelines, exclusions and restrictions.

## **21. Copy of Programme**

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

## **22. Attendance and Expenses**

- 22.1 The Writer shall have the right to attend the read through and all rehearsals and recordings of the Script (except for *Doctors* and *EastEnders*), except in circumstances where the producer has set out in writing reasonable grounds to request otherwise, and the Writer shall be paid an attendance fee and expenses for up to two such attendances.
- 22.2 In addition to the above the BBC may request the Writer to attend rehearsals and recordings for which it will pay an attendance fee.
- 22.3 If the BBC requests the Writer to attend on other occasions for consultation, the BBC will pay expenses only.
- 22.4 Attendance fees and expenses shall not be payable in circumstances where the Writer is in any event contractually required to attend in another capacity.

## **23. 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 Script or the BBC's plans for the development of the storyline of a Series and for the avoidance of doubt will not disclose (or allow the disclosure of) the Script to another producer or broadcaster prior to its first Transmission unless and until the Writer

becomes entitled to turnaround of the Script but nothing shall limit the ability of the Writer to show a Script 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 Script would disclose sensitive or confidential programme information.

## **24. Warranties and Indemnity**

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

- a) is or will be the sole author of the Script 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 Script 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.

24.2 By signing the Deal Memo the BBC warrants that if the Script is based on a Format or other source work other than one created by the Writer it has obtained all rights necessary to enable the Writer to write the Script 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.

## **25. 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.

## **26. 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.

## **27. Notices**

- 27.1 Any notice required to be given pursuant to the BBC's agreement with the Writer shall be in writing (not e-mail unless as otherwise provided for in this Agreement) 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.
- 27.2 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.
- 27.3 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.

## **28. 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.

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

- 29.1 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.



29.2 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.

### **30. Variation**

30.1 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.

30.2 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.

### **31. 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.

### **32. Severability**

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

### **33. 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.

### **34. 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.

### **35. 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.

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE ONE

#### **BBC Script Payment and Secondary Channel Use / Channel Transfers**

- 1 Scripts Commissioned for Programmes on BBC One or BBC Two.
  - a) The Fee will acquire one Transmission on BBC One or BBC Two.
  - b) On FDPP (except in the case of Long Running Series and Educational Drama) the Advance shall also be payable.
  - c) If use is made on a Secondary Channel a fee of 10% of the Fee is payable (or is to be credited against any unrecouped Advance). This payment shall acquire unlimited Transmissions during a six month SCTW on BBC Four /BBC Scotland 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.
  
- 2 Scripts Commissioned for Programmes on BBC Three TV or BBC Four or BBC Scotland.
  - 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 Four or BBC Scotland 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 2 (b) above further six month SCTWs may be purchased subject to the payment on Transmission of 10% of the Fee (or subject to 10% of the Fee being credited against any Advance paid under clause 2 (e) or (f)). Each further six month period begins on the day of the first Transmission on BBC Four or BBC Scotland after expiry of the previous SCTW.
  - d) If a Programme commissioned for BBC Three TV is made available on BBC Three Online, 10% of the Fee is payable (or is to be credited against any unrecouped Advance). This payment shall acquire unlimited Transmissions during a six months aggregate availability on BBC Three Online during a fifteen month SCTW which will begin when the Programme is first made available on BBC Three Online.
  - e) If the Programme is Transmitted on BBC One or BBC Two, a fee of 100% of the Fee is payable as an Advance less fees paid or credited against the

Advance for any SCTWs including the fee paid on FDPP as set out in clause 2 (b) above.

- f) Where a programme has a BBC One or BBC Two Transmission confirmed at the point of commission the 100% Advance will be payable on FDPP instead of the 10% payment provided for in clause 2 (b) above.

### 3 Scripts 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) For Long Scripts only, on FDPP the Advance shall also be payable.
- c) For all Scripts except Long Scripts, 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.
- d) On expiry of the twelve month SCTW described in clause 3 (c) above further twelve month SCTWs may be purchased subject to payment on Transmission of 10% of the Fee (or subject to 10% of the Fee being credited against any Advance paid under clause 3 (e) or (f)). Each SCTW begins on the day of the first Transmission on CBBC or CBeebies after expiry of the previous SCTW.
- e) On first use of the Programme on BBC One or BBC Two a fee of 100% of the Fee is payable as an Advance less fees paid or credited against the Advance for any SCTWs including the fee paid on FDPP as set out in 3 (c) above.
- f) Where a Programme has a BBC One or BBC Two Transmission confirmed at the point of commission the 100% Advance will be payable on FDPP instead of the payment provided for in clauses 3 (c) above.
- g) Should the BBC wish to Transmit the Programme on BBC Four or BBC Scotland, the BBC shall pay (or there shall be credited against the Advance) 10% of the Fee to acquire unlimited transmissions during a six month SCTW which shall begin on first Transmission of the Programme on BBC Four or BBC Scotland. On expiry of the initial six month SCTW, further SCTWs may be purchased subject to the payment on Transmission (or subject to credit against the Advance) of 10% of the Fee. Each further six month period begins on the day of first Transmission on BBC Four or BBC Scotland after expiry of the previous SCTW.
- h) Should the BBC wish to Transmit the Programme on BBC Three Online, the BBC shall pay (or there shall be credited against the Advance) 10% of the Fee to acquire an aggregate of six months use during a fifteen month SCTW which shall begin on first Transmission of the Programme on BBC Three Online. On expiry of the initial fifteen month SCTW, further SCTWs may be purchased subject to the payment on Transmission (or subject to credit against the

Advance) of 10% of the Fee. Each further aggregate of six months begins on the day of first Transmission on BBC Three Online after expiry of the previous SCTW.

#### 4 Long Scripts Commissioned for Programmes on BBC Three Online

- a) The Fee will acquire unlimited Transmissions of the Programme on BBC Three Online during a three month SCTW. The three month period shall begin on first Transmission of the Programme on BBC Three Online.
- b) On FDPP an additional 65% of the Fee is payable which will acquire:
  - i. one Transmission of the Programme on BBC One or BBC Two after 2235 and
  - ii. Unlimited Transmissions for an aggregate of 24 months on BBC Three Online during a further five year SCTW.  
The five year period begins immediately following expiry of the initial three month SCTW.
- c) If the transmission on BBC One or BBC Two referred to in b)i. above commences earlier than 2235, a top up payment of 35% Advance will be payable on transmission, as an advance against subsequent use (public service or commercial).

#### 5 Short Scripts Commissioned for Programmes on BBC Three Online

- a) The Fee will acquire unlimited Transmissions of the Programme on BBC Three Online during a three month SCTW. The three month period shall begin on first Transmission of the Programme.
- b) On FDPP an additional 30% of the Fee is payable which will acquire:
  - i. unlimited Transmissions of the Programme on BBC Three Online during a further five year SCTW, and
  - ii. unlimited Transmissions of the Programme on third party websites.  
The five year period begins immediately following expiry of the initial three month SCTW. On expiry of the licence period, there shall be no obligation on the BBC to takedown or break any links to content published by the BBC on the third party websites during the licence period.
- c) If the Programme is Transmitted on BBC One or BBC Two, a fee of 35% of the Fee will acquire one Transmission on BBC One or BBC Two.
- d) If the Transmission on BBC One or BBC Two referred to in c) above commences earlier than 2235, a further top up payment of 35% Advance will be payable on transmission, as an advance against subsequent use (public service or commercial)

#### 5 (B) Scripts Commissioned for BBC Three online between 5-15 minutes

For Scripts commissioned for BBC Three online between 5-15 minutes, the BBC and the Writer will agree terms in good faith taking into account the terms in clause 4 and 5 above

6 BBC Online Commissions

- a) The Fee for a BBC Online Commission is payment for the Writer to write the Script. Transmissions of any Programme by the BBC other than those set out in clauses 6 (b) and (c) shall be covered by the Collective Administration arrangements set out in clause 9.1 and Schedule Four.
- b) For Transmissions of the Programme on the Secondary Channels, a fee of 10% of the Fee is payable. This payment shall acquire:
- i. unlimited Transmissions of the Programme during a six month SCTW on BBC Four or BBC Scotland, or
  - ii. unlimited Transmissions of the Programme during a twelve month SCTW on CBBC or CBeebies.
- Each SCTW begins on the day of the first Transmission on a Secondary Channel.
- c) On first Transmission of the Programme on BBC One or BBC Two a fee of 100% of the Fee is payable as an Advance less fees paid or credited against the Advance for any SCTWs in clause 6 (b) above.

- 7 (a) Except where specified in clause 7 (b) below 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 1 to 6 above.

(b) All sums payable to the Writer under Schedule One clause 1 (c), 2 (c) and (d), 3 (d) (g) and (h) and 6(b) shall be accounted for in respect of each six month period after its first sale 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 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.

8. 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 Script 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.

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE TWO

#### REPEATS OF BBC COMMISSIONS ON PRIMARY CHANNELS

- 1 Subject to paragraph 4 of this Schedule Two below, the BBC will pay the Writer or credit against the Advance fees in consideration of all repeat Transmissions of Programmes commissioned for Transmission by the BBC on Primary Channels as follows within fourteen working days of such repeat Transmission taking place:

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

- A. "Off-Peak": the period of time between 2300 hours on one day and 1830 hours on the following day, except as otherwise stated in this Schedule Two
- B. "Peak": the period of time between 1830 and 2300 hours each day
- 2 The Off-Peak rate only applies where the Programme was first Transmitted at a time commencing in the Peak period.
- 3 Repeats of children's programmes will be paid at the Peak rate for Transmissions commencing between 0925 and 2300 and will be paid at the Off-Peak rate for Transmissions commencing between 2301 and 0925.
- 4 The Narrative Repeat fee for EastEnders shall continue to be 75% of the Fee (notwithstanding the repeat provisions set out above) and if no Narrative Repeat Transmission is made on a Primary Channel, the fee shall nevertheless be paid [on FDPP] and instead shall be deemed to be paid as an advance to be applied against all Public Service uses made by the BBC, except those agreed to be remunerated under the collective management arrangements set out in clause 9 above and Schedule Four hereto. For clarity the advance excludes payment for Commercial Exploitation which shall continue to be as provided under clause 8 above and Schedule Ten hereto).

## **SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

### **SCHEDULE THREE**

#### **BBC EXTRACT USAGE**

##### **A. EXTRACTS IN NEW PROGRAMMES**

1. The BBC shall be entitled without consent (other than as provided in paragraph 2 below) to make use of extracts from the Programme based on the Script for incorporation in new programmes upon the terms set out in either paragraphs 3 to 6 of this Schedule Three and clause 5 of this Agreement as relevant.
2. The Writer's consent shall be required for the use of extracts from comedy Programmes 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. If the new programme in which the extract is incorporated is intended for first transmission on BBC One or BBC Two, the BBC shall pay the Writer:
  - 3.1 the Extract Pro Rata Fee to acquire one Transmission on BBC One or BBC Two and all Public Service uses associated with such Transmission;
  - 3.2 if the programme incorporating the extract is subsequently repeated on BBC One or BBC Two, those percentages set out in paragraph 1 of Schedule One, but applied to the Extract Pro Rata Fee for each repeat Transmission on BBC One or BBC Two and all other Public Service uses associated with such repeat Transmissions; and
  - 3.3 if the programme incorporating the extract is subsequently repeated on a Secondary Channel, 10% of the Extract Pro Rata Fee to acquire unlimited Transmissions on Secondary Channels for 6 or 12 month SCTWs as relevant in accordance with Schedule One clause 1 (c) of the Agreement and all other Public Services uses associated with such Transmissions.
4. If the new programme in which the extract is incorporated is intended for first transmission on Secondary Channels the BBC shall pay the Writer:
  - 4.1 the Extract Pro Rata Fee to acquire unlimited Transmissions on Secondary Channels for a three month SCTW and all other Public Service uses associated with such Transmissions. The three month SCTW will commence on the first Transmission of the Programme on the Secondary Channel;

- 4.2 if the programme incorporating the extract is subsequently repeated on a Secondary Channel, 10% of the Extract Pro Rata Fee to acquire unlimited Transmissions on Secondary Channels for 6 or 12 month SCTWs as relevant in accordance with Clauses 2 (c ) and 3 (d ) of the Agreement and all other Public Service uses associated with such Transmissions; and
- 4.3 if the programme incorporating the extract is subsequently repeated on BBC One or BBC Two, those percentages set out in paragraph 1 of Schedule Two , but applied to the Extract Pro Rata Fee for each repeat Transmission on BBC One or BBC Two and all other Public Service uses associated with such repeat Transmissions.
5. If the new programme in which the extract is incorporated is based on a Long Script and intended for first transmission on BBC Three Online, the BBC shall pay the Writer:
- 5.1 the Extract Pro Rata Fee to acquire unlimited Transmissions on BBC Three Online during a three month SCTW. The three month period shall begin on first Transmission on BBC Three Online;
- 5.2 an additional 65% of the Extract Pro Rata Fee to acquire:
- (a) one Transmission on BBC One or BBC Two after 2235; and
  - (b) unlimited Transmissions for an aggregate of 24 months on BBC Three Online during a five year SCTW.
- The five year period begins immediately following expiry of the initial three month SCTW.
- 6 If the new programme in which the extract is incorporated is based on a Short Script and intended for first Transmission on BBC Three Online, the BBC shall pay the Writer:
- 6.1 the Extract Pro Rata Fee to acquire unlimited Transmissions on BBC Three Online during a three month SCTW. The three month period shall begin on first Transmission on BBC Three Online.
- 6.2 an additional 30% of the Extract Pro Rata Fee to acquire:
- (a) unlimited Transmissions on BBC Three Online during a further five year SCTW; and
  - (b) unlimited Transmissions on third party websites.
- The five year period begins immediately following expiry of the initial three month SCTW. On expiry of the SCTW, there shall be no obligation on the BBC to takedown or break any links to content published by the BBC on the third party websites during the SCTW.
- 6.3 if the programme is Transmitted on BBC One or BBC Two, a fee of 35% of the Fee will acquire one Transmission on BBC One or BBC Two.
7. Where the extract is used online 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 an extract in a manner outside the context of the original Programme such as an aggregated genre based site and shall be dealt with as set out in Schedule One clause 8 and Schedule Four.

8. For distribution of the new programme incorporating the extract: the BBC shall pay the Writer or credit against any unrecouped Advance that fraction of the Gross Royalties described in Schedule Ten and Schedule Eleven below as the duration of the extract bears to the duration of the new programme.
9. Payments under paragraphs 3 to 6 of this Schedule Three shall be made so as to be received within fourteen days after Transmission. Payments under paragraph 8 of this Schedule Three shall be made by the date they would be due under clause 14 of the Agreement for all distribution except Videogram where payments will be made by the date they would fall due under Schedule Eleven.

## **SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

### **SCHEDULE FOUR**

#### **BBC 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. Public Service 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

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE FIVE

#### BBC COMMISSIONS: MINIMUM FEES AND ATTENDANCE PAYMENTS

1. 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 Scripts specified in clause 1 of this Agreement commissioned for a Programme to be Transmitted by the BBC except in the case of a Writer who has had less than 2 hours transmitted in which case the BBC can offer a Fee of up to 20% less than the minimum rate. The current minimum rates for Scripts of the type specified are set out below:

	Per minute:	e.g. Per 60 minutes
Teleplays	£199	£11,940
Series	£182	£10,920
Dramatisations	£132	£7,920
Adaptations	£81	£4,860
Educational Drama	£121	£7,260

2. The BBC shall be entitled to acquire the rights to make two broadcasts of any Script commissioned "back to back" for production in English and Welsh (one broadcast in English and one in Welsh) for 150% of the Fee.
3. The rate for Scripts for *EastEnders* and *Doctors* shall be 85% of the rate for Scripts for Series.
4. Attendance Fees  
The daily attendance fee payable pursuant to clause 22 of the Agreement is £106

N.B. The Fee is calculated by reference to the duration of the transmission slot of the programme.

**SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

**SCHEDULE SIX**

**BBC PUBLIC SERVICES**

*Television Services*

**BBC One**

**BBC Two**

**BBC Three TV**

**BBC Four**

**CBBC**

**CBeebies**

**BBC News 24**

**BBC Parliament**

**BBC Red Button**

**BBC HD**

**BBC Alba**

**BBC Online**

**BBC Three Online**

**BBC Scotland**

*Public Service Syndication*

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

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE SEVEN

#### ITV COMMISSIONS SCHEDULE

##### Definitions applying to this Schedule

“ITV Digital Channels” means the channels currently known as ITV2, ITV3, ITV4, ITVBe, ITV Encore, CITV and any future ITV channel which may be launched in the United Kingdom.

“Exhibition Week” means a continuous seven day period

“ITV Agreement” means the agreement for the commissioning of scripts agreed between ITV, the WGGB and the PMA

“Single Transmission” means a Transmission including the simultaneous transmission of a Programme by a broadcaster on any platform within the UK and any transmission on a delayed service (being a service which is identical or substantially similar to that of the original broadcaster, but which is broadcast, transmitted or otherwise made available with a delay of a defined period, not exceeding 3 hours, as against the original service)

##### Script Payment

In consideration of the writing services undertaken by the Writer the BBC shall pay to the Writer the Script Fee payable in accordance with Deal Memo.

The Script Fee shall acquire a Single Transmission of the Programme on ITV (formerly ITV1) or in the case of commissions for ITV Digital Channels the fee shall acquire the following :-

(a) If the Programme is first broadcast on ITV Encore:

(i) the Script Fee shall acquire 8 Exhibition Weeks (a “Package”) permitting up to 2 Single Transmissions of the Programme per Exhibition Week on ITV Encore; and

(ii) the BBC (or its assignees or licensees, including the commissioning broadcaster) may purchase one or more further Packages upon payment of a fee equal to 50% of the basic Script Fee for each such further Package.

(b) If the Programme is first broadcast on another ITV Digital Channel :-

The Script Fee shall acquire 9 Exhibition Weeks, during each Exhibition Week 4 Single Transmissions may be made.

Please note the above specifications for ITV Digital Channels is subject to change and any variation to the above terms will be agreed with the Writer.

#### Minimum Fees

Original Teleplay rate*	£13,515 per hour slot length (pro rata)
Series and Serials	£10,577 per hour slot length (pro rata)
Long Running Series	£3,526 per half hour slot length (pro rata)

\*including as possible pilot for series/serial

These rates will be reviewed in line with the rates agreed in the ITV Agreement

#### New Writers

When a writer is commissioned who is a new writer, a reduction of 20% of the minimum rate would apply. A “new writer” is typically defined as having less than 2 hours (slot length) work on television or radio.

#### Subsequent Use Advance (SUA)

100% of the Script Fee to be paid on FDPP of the Programme incorporating the Script, against which income across all revenue streams may be offset. This would include revenue from DVD / DTO alongside new media, as well as more traditional subsequent income like UK repeats or UK / international programme sales.

The SUA would not apply to: Scripts for Long Running Series, commissions for ITV Digital Channels and Daytime commissions

Where a Programme commissioned for Transmission a ITV Digital Channel is transmitted on a non-ITV Digital Channel the SUA will be paid (exceptionally the Writer and the BBC may agree that the SUA is not payable in the event that transmission on a non-ITV Digital Channel is considered in the interests of recommission)

#### Daytime Long Running Series rate

To qualify as a “daytime long running series”, the following criteria would have to be met: 13 + episodes; and Commissioned for transmission between 9.30am and 6pm; and pre-approved as qualifying by the Forum. No SUA would apply to a daytime long-running series. Script fee to pre clear two network transmissions.

#### Video On Demand

Arrangements between ITV and WDP for so called video on demand services (including but not limited to ITV Player) shall apply to Scripts commissioned under this Agreement.

## Repeats of ITV commissions on ITV1

Transmission Period	Repeat Fee as percentage of Fee	Narrative Repeat as percentage of Fee
Peak (1800 – 2230)	50%	37.5%
Shoulder Peak (22.30-23.30)	25%	18.75%
Shoulder peak plus *(22.00 -22.30)	30%	22.5%
Daytime (09.25-18.00)	25%	18.75%
Night-time (23.30-09.25)	15%	11.25%

\*Shoulder peak plus: only applicable for programmes that commence in the time slot 22.00-22.30 and run beyond 22.30 (i.e. a 30 min programme commencing at 22.00 and ending 22.30 would not qualify for Shoulder Peak Plus)

Narrative Repeat: A repeat taking place within 7 days of the first transmission to be discounted by 25% of the relevant repeat fee (see above table)

### ii) Regional repeat

It has been agreed that in the event that a programme is repeated on STV North/South the payment due shall be 25% of the relevant repeat fee

### Moral Rights

Clauses 17.2-17.5 are hereby replaced with the following. The Writer in recognising the needs of television production grants to the BBC the absolute and unlimited right to use the Script for all purposes granted hereunder in any manner the BBC may in its discretion think fit and, hereby waives all so-called moral rights relating to the Script to which the Writer may be entitled pursuant to Chapter IV of the Copyright Designs and Patents Act 1988 (“the Act”) or any amendment or modification thereto or any similar law in any country of the world and hereby agrees not to institute support maintain or permit any action or lawsuit on the ground that any audio-visual or other version of the Script produced and/or exploited by the BBC in any way constitutes an infringement of any moral rights of the Writer or is in any way a distortion or mutilation of the Script or contains unauthorised variations alterations adaptations modifications changes additions deletions or translations SAVE THAT the Writer asserts the right not to have work falsely attributed to the Writer.

### Extracts from ITV Commissions

1. The BBC shall be entitled without consent to make use of extracts from the Programme based on the Script for incorporation in new programmes upon the terms set out below.
2. If the new programme in which the extract is incorporated is intended for first transmission on ITV1
  - 2.1 the BBC shall pay the Writer the Extract Pro Rata Fee to acquire a Single Transmission on ITV1 and all uses of the new programme on the video on demand service currently known as ITV Player.

- 2.2 if the programme incorporating the extract is subsequently repeated on ITV1 those percentages set out above for repeats on ITV1 shall apply but applied to the Extract Pro Rata Fee for each repeat Single Transmission on ITV1 and all uses of the new programme on the video on demand service currently known as ITV Player.
3. If the new programme in which the extract is incorporated is intended for first transmission on a Digital Channel the BBC shall pay the Writer:
- 3.1 the Extract Pro Rata Fee to acquire 9 Exhibition Weeks (each of 7 days duration, during each Exhibition Week 4 Single Transmissions may be made) plus all uses of the new programme on the video on demand service currently known as ITV Player
- 3.2 if the programme incorporating the extract is subsequently repeated on a Digital Channel the BBC may purchase one or more further packages of rights as described in 3.1 above upon payment of a fee equal to 50% of the Extract Pro Rata Fee for each such further package.
- 3.3 if the Programme incorporating the extract is subsequently repeated on ITV1 those percentages set out above for repeats on ITV1 shall apply but applied to the Extract Pro Rata Fee for each repeat Single Transmission on ITV1 and all uses of the new programme on the video on demand service currently known as ITV Player.
- 4 For distribution of the new programme incorporating the extract: the BBC shall pay the Writer or credit against any unrecouped Advance that fraction of the Gross Royalties described in Schedule Ten and Schedule Eleven below as the duration of the extract bears to the duration of the new programme.



## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE EIGHT

#### **UK LINEAR COMMISSION (Excluding BBC and ITV, including Channel 4, Sky, UKTV and other digital linear broadcasters)**

##### Definitions applying to this Schedule

“Digital Channel” means any channel except for BBC1, BBC2, ITV1, Channel 4 and Five.

“Playday” means a 24 hour period during which 4 Single Transmissions may be made.

“Single Transmission” means a Transmission including the simultaneous transmission of a Programme by a broadcaster on any platform within the UK and any transmission on a delayed service (being a service which is identical or substantially similar to that of the original broadcaster, but which is broadcast, transmitted or otherwise made available with a delay of a defined period, not exceeding 3 hours, as against the original service)

##### Script Payment

In consideration of the writing services undertaken by the Writer the BBC shall pay to the Writer the Script Fee payable in accordance with Deal Memo.

The Script Fee shall acquire a Single Transmission of the Programme on a Primary Channel or in the case of commissions for Digital Channel the fee shall acquire 9 Playdays.

The Script Fee buys the transmission package described above plus 30 days catch up video on demand, simultaneous European Cable transmission and worldwide Non-Theatric Use

##### Minimum Fees

Drama £13,320 per hour (pro rata)

Series and Serials £10,570 per hour (pro rata)

The above rates apply to all scripts except in the case where a writer who has had less than 2 hours transmitted in which case a 20% reduction on the minimum rates above shall apply.

##### Subsequent Use Advance (SUA)

On FDPP the BBC shall pay a further sum equal to 100% of the script fee as an advance against fees due in respect of any subsequent uses.

The SUA would not apply to: Scripts for Long Running Series, commissions for Digital Channels and Daytime commissions

Where a commission for a Digital Channel is transmitted on a non-Digital Channel the SUA will be paid (exceptionally the Writer and the Producer may agree that the SUA is not payable in the event that transmission on a non-Digital Channel is considered in the interests of re-commission). At this point a recoument is made in accordance with the repeat rates listed in Schedule Seven.

#### UK Network Television Repeats

[i.e. repeats on Channel 4 and five]

For repeat purposes television transmission hours are categorised as either peak, daytime, shoulder-peak or night-time. Special provisions apply to a repeat within 7 days of a previous transmission of the programme.

Transmission Period	Repeat Fee as percentage of Fee	Narrative Repeat as percentage of Fee
Peak (18.00 – 22.30)	First peak repeat – 75% Second and subsequent - 100%	56.25% / 75%
Shoulder Peak (22.30-23.30)	40%	30%
Daytime (09.25-18.00)	25%	18.75%
Night-time (23.30-09.25)	10%	7.5%

If a repeat is transmitted over more than one time band as described above, then the higher value percentage payment shall apply.

#### Video on Demand

For Channel 4 commissions - following the 30 day catch up video on demand period further use of the programme on the video on demand service currently known as 'All 4' shall attract a payment of 5.6% of the prevailing producer pence per view rate in operation at the time.

#### Moral Rights

Clauses 17.2-17.5 are hereby replaced with the following. The Writer in recognising the needs of television production grants to the BBC the absolute and unlimited right to use the Script for all purposes granted hereunder in any manner the BBC may in its discretion think fit and, hereby waives all so-called moral rights relating to the Script to which the Writer may be entitled pursuant to Chapter IV of the Copyright Designs and Patents Act 1988 ("the Act") or any amendment or modification thereto or any similar law in any country of the world and hereby agrees not to institute support maintain or permit any action or lawsuit on the ground that any audio-visual or other version of the Script produced and/or exploited by the BBC in any way constitutes an infringement of any moral rights of the Writer or is in any way a distortion or mutilation of the Script or contains unauthorised variations alterations adaptations modifications changes additions deletions or translations SAVE THAT the Writer asserts the right not to have work falsely attributed to the Writer.

#### Extracts from linear commissions (exc BBC and ITV)

- 1 The BBC shall be entitled without consent to make use of extracts from the Programme based on the Script for incorporation in new programmes upon the terms set out below.
- 2 If the new programme in which the extract is incorporated is intended for first transmission on a Primary Channel
  - 2.1 the BBC shall pay the Writer the Extract Pro Rata Fee to acquire a Single Transmission on the Primary Channel and all uses of the new programme on the video on demand services currently known as All4 and My5.
  - 2.2 if the programme incorporating the extract is subsequently repeated on a Primary Channel those percentages set out above for repeats on UK Network Television shall apply but applied to the Extract Pro Rata Fee for each repeat Single Transmission and all uses of the new programme on the video on demand services currently known as All4 and My5.
3. If the new programme in which the extract is incorporated is intended for first transmission on a non Primary Channel the BBC shall pay the Writer:
  - 3.1 the Extract Pro Rata Fee to acquire 9 Playdays and all uses of the new programme on the video on demand services currently known as All4 and My5.
  - 3.2 if the Programme incorporating the extract is subsequently repeated on a Primary Channel those percentages set out above for repeats on UK Network Television shall apply but applied to the Extract Pro Rata Fee for each Single Transmission and all uses of the new programme on the video on demand services currently known as All4 and My5.
4. In addition to the rights specified above the Extract Pro Rate fee shall also acquire simultaneous European cable transmission and worldwide non theatric use.
- 5 For distribution of the new programme incorporating the extract: the BBC shall pay the Writer or credit against any unrecouped Advance that fraction of the Gross Royalties described in Schedule Ten and Schedule Eleven below as the duration of the extract bears to the duration of the new programme.

#### UK Linear Commissions

Should the requirements of the UK linear broadcaster differ from the terms listed above the BBC and Writer will enter into good faith negotiations to agree terms on an individual basis.

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**. SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

**SCHEDULE NINE**

**NON LINEAR COMMISSION (E.g. Netflix, Amazon Prime)**

In consideration of the writing services undertaken by the Writer the BBC shall pay to the Writer the Script Fee payable in accordance with Deal Memo.

Rights acquired for the Script Fee and subsequent use fees shall be agreed in good faith.

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE TEN

#### WRITER'S PARTICIPATION IN COMMERCIAL EXPLOITATION

Should the Writer be entitled to additional revenue as a result of the Writer's provision of the Format, the provisions of the relevant Format agreement as set out in the Deal Memo shall apply.

The following rates shall apply to commercial exploitation of the Script:

1. World-wide Television Distribution (excluding theatric rights) or Download to Own Rights: 5.25% of Gross Receipts excluding Television Distribution to ITV1 Channel 4 & Channel Five for broadcast on free terrestrial television in the UK where payment to the Writer shall be in accordance with Schedule Two of this Agreement

Theatric rights: 5.6% of Theatric Net Receipts. Where the theatric rights form part of a larger event, the royalty shall be based on the percentage of time that the theatric projection bears to the entire event.

2. World-wide Television and Download To Own Distribution– BBC Interest: 5.6% of Gross Receipts
3. Videogram Rights: as per Schedule Eleven
4. Audio Publication: 4% of Gross Receipts for UK sales; 2% of Gross Receipts for overseas sales, record/book club sales & direct mail sales
5. Print and Publication rights: Payments shall be agreed in good faith on a case by case basis.
6. Scripted changed Format sales – (world excluding USA)  
Payments shall be agreed in good faith on a case by case basis
7. Scripted changed Format sales – (USA)

The following fees pro rated as necessary are applicable and payable in £ (sterling) to the Writers for use of the Script or storyline as a basis of a US episode of a series where the Writer does not own an interest in the Format of the programme:

NETWORK	Fee
30 min	\$8,500
CABLE	
30 min	\$5,500

In the event that the entire Script is used substantially unamended, the BBC will agree a fee with the Writer in good faith and shall not conclude any changed Format sale until such fee is agreed.

- (a) For the purposes of scripted changed Format sale only, the Writer hereby grants to the BBC the unlimited right to edit, copy, alter or adapt the Script or storyline and to authorise others to do so for the purpose of exploiting the changed format rights. Without prejudice to the provisions in paragraph 7(b) of this Schedule Ten, the Writer also irrevocably waives pursuant to Section 87 of the Act unconditionally, irrevocably, all rights under Sections 77 and 80 of the Act and all other moral and writer's rights of a similar nature whether now existing or hereafter conferred under the laws of any jurisdiction in respect of any changed format version.
- (b) The BBC will endeavour to ensure, in any agreement with a third party, that a screen credit shall be given to the Writer on the changed format versions, in a form to be agreed. Failure by any third party or inadvertent failure on the part of the BBC to comply with this clause shall not constitute a breach of this Agreement and in any event the rights granted pursuant to this Agreement shall not be capable of termination by reason of any breach of this clause.

The fees set out above are equal to those for stories under the WGA Agreement uplifted by 10% and then rounded to the nearest \$500. To the extent that the WGA Agreement fees are renegotiated, the fees set out and payable hereunder will also be updated using the same principles.

Note: in respect of distribution of a new programme incorporating an extract from the Script, paragraph 8 of Schedule Three applies to the Writer's share of Gross Receipts.

## **B. COMMERCIAL EXPLOITATION OF EXTRACTS**

### **(I) Standalone Use of Extracts**

- 1. The BBC shall be entitled to make available to the public on a commercial basis extracts from the Programme 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 B.(II) of this Schedule Two).
- 2. Extracts 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 of no more than four minutes.

3. Extracts may only be made available if the following conditions are met:
  - 3.1 the extracts must 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 extract 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 following amount in respect of the use of extracts: a royalty equivalent to the Writer's rate for World-wide Television Distribution as set out in Schedule Ten of the Agreement, subject to the Deal Memo.

## **(II) Use of Extracts in another Programme or Product**

Where extracts are to be sold by the BBC's extract sales business (currently known as Motion Gallery) or by another broadcasters extract sales business for incorporation in another programme or product such sales (with the exception of comedy extracts which require further written consent and agreement of terms with the Writer) will be paid a royalty equivalent to the Writer's rate for World-wide Television Distribution as set out in Schedule Ten of the Agreement, subject to the Deal Memo and further subject to the following minimum payments:

- Broadcast use (ie sales where the extract will be broadcast): £100
- Non broadcast use (ie sales where the extract will not be broadcast): £75
- Educational use (ie sales for educational purposes): £25

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE ELEVEN

#### VIDEOGRAM RIGHTS

1. The BBC will pay the Writer the following sums in respect of the exercise of Videogram Rights in the Transmitted Programme.
2. Upon first publication by the BBC of a Videogram reproducing the performance of the Script for a Long Running Series (but not otherwise) the BBC shall pay a non-returnable advance which shall be on account of royalties payable to the Writer. The advance shall be £750 which shall be payable to the Writer if all the Scripts are by the Writer writing alone.
3. If a Videogram includes material by more than one writer the Writer's entitlement to royalties (and if relevant the advance referred to in 2 above) shall be such proportionate share as the Script bears to the total number of Scripts included in the Videogram or such lesser amount as the Writer may agree if such Scripts are the same duration. If the Scripts 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.
4. Where Videograms are distributed the BBC will ensure that 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%
5. The BBC shall not without the written consent of the Writer include on any one Videogram Scripts based on two different Formats.
- 6.1 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.
- 6.2 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.
10. The Writer shall be entitled to three complimentary copies 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 each 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.

## **SCRIPT AGREEMENT FOR TELEVISION AND ONLINE**

### **SCHEDULE TWELVE**

#### **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 Script 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 -	£17,910

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE THIRTEEN

#### THE 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 Scripts 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 a substantive change 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 substantive 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.

## SCRIPT AGREEMENT FOR TELEVISION AND ONLINE

### SCHEDULE FOURTEEN

#### DEAL MEMO

WRITER:  
AGENT'S NAME:  
ADDRESS:  
TITLE OF SERIES:  
TITLE OF PROGRAMME:  
PROJECT NUMBER:  
TYPE OF WORK:  
FORMAT CREATED BY WRITER: [Yes/No]  
MODEL FORMAT TERMS APPLY: [Yes/No]  
If No See Format Agreement  
LONG RUNNING SERIES: [Yes/No]  
NUMBER OF SCRIPTS COMMISSIONED:  
DURATION:  
FEE:  
FIRST DRAFT DELIVERY DATE:  
BROADCASTER / 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 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 Script Agreement for Television and Online 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 Script Agreement for Television and Online, 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 Script Agreement for Television and Online can be altered from time to time (in which case the Writer will receive the updated payment in respect of a use of the Script 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 Script.

For and on behalf of the BBC

By or on behalf of the Writer

Date \_\_\_\_\_

Date \_\_\_\_\_

### BBC Code of Conduct & Anti Bullying and Harassment policy

The BBC Code of Conduct and the Anti-bullying & harassment policy applies to all staff and to all freelancers contracted by the BBC, please make yourself and your client aware of these policies which can be accessed via :-

BBC Code of Conduct:

<http://www.bbc.co.uk/aboutthebbc/insidethebbc/howwework/policiesandguidelines/codeofconduct.html>

Anti-bullying & harassment policy:

[http://www.downloads.bbc.co.uk/foi/classes/policies\\_procedures/bullying\\_harassment\\_policy.pdf](http://www.downloads.bbc.co.uk/foi/classes/policies_procedures/bullying_harassment_policy.pdf)

### Personal Data

The BBC, as data controller, is responsible for handling personal data You provide, including Your Contribution, in accordance with data protection law. The BBC has a legitimate interest in using Your Contribution (i) for journalistic, artistic and literary purposes and in the public interest and (ii) for the performance of your contract with the BBC. For information about how the BBC uses personal data and your rights visit [www.bbc.co.uk/contributors/privacy-notice](http://www.bbc.co.uk/contributors/privacy-notice)

### Diversity Monitoring

UK broadcasters are researching diversity on their productions. This covers diversity characteristics you choose to tell the broadcasters about and also how viewers might perceive diversity on screen. If you provide us with your e-mail address we will enter this in a system called Silvermouse. You will be invited to provide, and may do so at your option, your diversity characteristics - gender, ethnicity, disability, age, gender identity and sexual orientation. The broadcaster, as data controller, is responsible for this data and will have access to reports compiled from it for purposes of the research. Further information can be found here:

<http://creativitydiversitynetwork.com/diamond-contributors/>. If you would prefer not to be included in this diversity research please let your production contact know within 7 days of the issue date of this contract.

### Pension

Under the terms of the Script Agreement for Television and Online you are entitled to make and to have made by the BBC on your behalf contributions to either:

The BBC Group Personal Pension Scheme (“GPPS”) – Scheme now closed to new members however existing members can continue to contribute or

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 WGGB Pension Scheme then please complete the relevant declaration below.

**BBC Group Personal Pension Scheme –Existing members only (closed to new joiners)**

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: \_\_\_\_\_