

From: *
("the Company")

To: *

(" the Writer")

Date: 2015

Dear *

***("the Programme")

It is agreed as follows:

1. The Writer has written a proposal for the Programme and has provided it in confidence to [name of executive at the Company] at the Company. A copy of the Proposal is attached to this Agreement.
2. The Writer has agreed to write a pitch Documents consisting of up to [number of words] words and including [any specific things to be included] as agreed based on the proposal (" **the Pitch Documents**") which shall be delivered to the Company by [date for delivery].
3. Following delivery of the Pitch Documents the Company shall have a period of [weeks] to request that the Writer revises the Pitch Documents ("**the Revised Pitch Documents**") and the Writer shall have [number of weeks] to deliver the Revised Pitch Documents.
4. The Company shall have the exclusive right, for a period of [number of months] from delivery of the Pitch Documents, or the Revised Pitch Documents in the event that the Company has requested revisions, pitch the Programme to [state who the Company will be pitching to] and to seek development and/or production finance for the Programme ("**Exclusive Pitch Period**"). The Company shall meaningfully consult the Writer throughout the Exclusivity Period prior to sending the Pitch Documents to commissioning broadcasters.
5. In consideration of the Writer accepting the Exclusive Pitch Period, the Company shall pay the Writer the sum of * *) ("**the Right to Pitch Fee**"), payable on receipt by the Company of a valid invoice and a signed copy of this Agreement. For avoidance of doubt the Fee shall be in addition to and not deductible from any further fee due to the Writer from the Company.
6. The parties agree that no rights in the Pitch Documents shall pass to the Company except as set out in this Agreement and any and all copyright or related intellectual property rights in the Proposal, the Pitch Documents, the Revised Pitch Documents and any other material supplied to the Company by the Writer shall remain the property of the Writer.
7. Upon the expiry of the Exclusivity Period, if the Company has secured any development or production finance or can establish to the Writer's satisfaction that it is in active discussions concerning the same with any broadcaster or financier, then

the Company shall have the right of first refusal regarding acquisition of further rights in the Programme the further development, production and exploitation of the Programme on terms to be agreed in good faith on terms not less favourable than any relevant Guild Agreement. In the event the Company has not secured any development or production finance and cannot establish to the Writer's satisfaction that it is in active discussions concerning the same with any broadcaster or financier then this Agreement shall terminate without notice and Writer shall have the right to develop and/or produce the Programme based on the Pitch Documents and/or the Revisions with a third party.

8. If either the Company or a broadcaster commissions further material based on the Pitch Documents to be written by the Writer, the parties shall enter into a long form script and format agreement governing such commission including, without limitation, terms relating to the format of the Programme.
9. The parties agree that the Proposal, the Pitch Documents and any and all other material written by the Writer, or provided by the Writer to the Company, under the terms of this Agreement shall be kept strictly confidential by the Company, its employees, agents and contractors and at no time shall be disclosed otherwise than in accordance with the terms of this Agreement.
10. If the Writer is requested by the Company to travel more than thirty (30) miles from the Writer's permanent residence, the Company shall pay the Writer's reasonable travel and, if the Writer is required to stay overnight, reasonable hotel and living expenses (excluding drinks and telephone calls) in accordance with a budget for these expenses to be pre-approved in writing by the Company.
11. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
12. The Writer hereby irrevocably appoints [name of agent] at the address above as the Writer's authorised representative for the purposes of this Agreement and all monies due to the Writer hereunder will be paid to [name of agent] whose receipt shall be a good and valid discharge thereof

Please confirm your acceptance to the above by signing and returning the attached copy of this Agreement whereupon a binding agreement shall exist between us which shall be governed by English law.

Yours sincerely

For and on behalf of
[name of the Company]

I have read, understood and accept the terms set out in this Agreement.

[name of the Writer]

[date]