

TNC variation agreement

www.writersguild.org.uk

TNC VARIATION AGREEMENT 2025

This TNC Variation Agreement is dated

PARTIES

1. **The Writers' Guild of Great Britain** of 1st Floor, 134 Tooley Street, London SE1 2TU (the "WGGB"); and
2. (i) **The Royal National Theatre** of Upper Ground, South Bank, London, SE1 9PX ("the National");
(ii) **The Royal Shakespeare Company** of Royal Shakespeare Theatre, Waterside, Stratford-upon-Avon, Warwickshire CV37 6BB; and
(iii) **The English Stage Company Limited** of Royal Court Theatre, Sloane Square, London SW1W 8AS (together the "Theatres").

BACKGROUND

- (A) Party 1 and Party 2 are party to the TNC Agreement dated 2007 (**Agreement**), a copy of which is attached as Appendix 1 to this TNC Variation Agreement
- (B) The Parties wish to make the following amendments to the Agreement as varied by the Variation agreement 2021 set out below with effect from the date of this TNC Variation Agreement (**Variation Date**).

Agreed terms

1. Definitions

In this TNC Variation Agreement, expressions defined in the Agreement and used in this variation agreement have the meaning set out in the Agreement.

2. Consideration

In consideration of the mutual promises set out in this TNC Variation Agreement, the parties agree to amend the Agreement as set out below.

3. Variation

- 3.1. With effect from the Variation Date the Parties agree the following amendments to the Agreement:

a)	Clause 8.1 shall be replaced with the following:	8. NT MEDIA MINIMUM TERMS The National agrees to offer any Writer from whom it acquires the right to make an audio-visual recording or recordings of a Play captured during the scheduled run of the Play incorporating the work of the Writer (the " Recordings ") and wishes to have the right to make an audio-visual and/or audio-only trailer which is or are either produced as
----	--	--

		a standalone production or productions (and which may feature part of the Recordings) or which is or are cut from the Recordings (collectively, the “ Trailers ”), terms and conditions no less favourable to the Writer than those set out in the agreement attached as Schedule 2 to this Agreement (“Writer’s NT Media Agreement”).
b)	Clause 8.2 shall be deleted in its entirety	
c)	Schedule 1 shall be replaced with the following:	This shall be in the form set out in Appendix 2 of this TNC Variation Agreement
d)	Schedule 2 shall be deleted in its entirety	

3.2. Save as set out in clause 3.1, the Agreement shall continue in full force and effect.

4. **Governing law and jurisdiction**

This TNC Variation Agreement shall be governed by and interpreted in accordance with the law of England and Wales and the parties will submit to the exclusive jurisdiction of the courts of England and Wales.

This TNC Variation Agreement has been entered into on the date stated at the beginning of it.

SIGNED BY:

Ellie Peers
General Secretary
For and on behalf of
THE WRITERS’ GUILD OF GREAT BRITAIN

SIGNED BY:

Christine Gettins
Director of Producing
For and on behalf of
THE ROYAL NATIONAL THEATRE

SIGNED BY:

Name:
Title:.....
For and on behalf of
THE ROYAL SHAKESPEARE COMPANY

SIGNED BY:.....

Name:.....
Title:.....
For and on behalf of
THE ENGLISH STAGE COMPANY LIMITED

Appendix 1
TNC AGREEMENT (excluding Schedules)

TNC AGREEMENT - WRITERS' MINIMUM TERMS

This Agreement is dated 2007

PARTIES:

1. **The Writers' Guild of Great Britain** of 15 Britannia Street, London WC1X 9JN (the "WGGB"); and
2. **(i) The Royal National Theatre** of Royal National Theatre, South Bank, London, SE1 9PX;
(ii) The Royal Shakespeare Company of Royal Shakespeare Theatre, Waterside, Stratford-upon-Avon, Warwickshire CV37 6BB; and
(iii) The English Stage Company Limited of Royal Court Theatre, Sloane Square, London SW1W 8AS (together the "Theatres").

BACKGROUND:

- (A) The WGGB and the Theatres entered into an agreement dated 1st March 1993 setting out the minimum terms applicable for writers commissioned by each of the Theatres to write plays (the "Former TNC Agreement").
- (B) The WGGB and the Theatres have renegotiated the Former TNC Agreement and have agreed to replace it with an agreement on the minimum terms and conditions set out in this Agreement.
- (C) The WGGB and the Theatres have additionally negotiated a new minimum terms and conditions agreement for the optional licensing of electronic website rights for education purposes (the "Website Rights") by the Writer when entering into a TNC Writer's Agreement (the "Website Licence"), the form of which is set out in an appendix to this Agreement.

IT IS AGREED:

1. DEFINITIONS

In this Agreement, the following words and expressions have the following meanings:

"Contributor"	means a performer or member of the creative team (other than a Writer or Co-Writer) who collaborates in the writing of the Play and whose contribution to the Play is protected by copyright;
---------------	---

“Co-Writer”	has the meaning given in clause 2.8;
“Play”	means the text of a play (whether expressed in words or in musical or other notation) together with any stage or other directions for its performance (whether contained in a single document or not) and shall include any changes to the text made in accordance with the Writer’s Agreement, provided also that all rights in the text of the Play are available to be licensed under the terms of this Agreement;
“Translation”	means a translation (other than a literal translation) and Translator shall be interpreted accordingly;
“Writer”	means a freelance writer of a commissioned play, a freelance writer of a non-commissioned play (including a writer in residence under a separate agreement), a Translator, an adaptor, a writer creating a version of a foreign work (from a literal translation), a co-writer, a writer of a play created wholly or partly by improvisation, a lyricist, a writer of the book of a musical, a librettist or any combination of the foregoing and may additionally include a composer and/or Contributor; and
“Writer’s Agreement”	means any agreement entered into between a Theatre and a Writer pursuant to clause 2.2 of this Agreement.

2. FORM OF AGREEMENT AND COPYRIGHT

- 2.1 The parties agree with effect from the date of this Agreement to terminate the Former TNC Agreement and to substitute it with this Agreement (the “TNC Agreement”).
- 2.2 Each Theatre agrees with effect from the date of this Agreement to offer to any Writer that it commissions to write a Play, or to any Writer from whom it acquires the rights in a non-commissioned Play, terms and conditions no less favourable to the Writer than those set out in the form of agreement attached to this Agreement and initialled on behalf of the parties for the purposes of identification.

2.3 For the sake of clarity, the parties agree that:

- (a) this Agreement will not apply to revivals of plays; and
- (b) this Agreement may not be applicable to plays in which underlying rights may not be available to the extent required by this Agreement and such plays shall be the subject of individual negotiation.

2.4 Subject to clause 2.5, if a Theatre commissions from a Writer a new adaptation, translation or version of an existing play or other literary work that is in copyright:

- (a) the Theatre will be responsible for acquiring the underlying rights (unless the Writer has previously acquired such underlying rights);
- (b) the royalties payable under the Writer's Agreement entered into with the Writer will be divided between the Writer and the underlying rights holder in such proportions as are mutually agreed in good faith between the interested parties; and
- (c) the underlying rights holder and the Writer will each retain their respective copyrights.

In the event that sub-clauses 2.4(a),(b) and/or (c) above are applicable, additional clauses will be included in the individual Writer's Agreement setting out the terms agreed in relation to the underlying rights and if appropriate a side agreement may be negotiable between the Writer and the underlying rightsholder(s).

2.5 If a Theatre commissions a new adaptation, Translation or version of an existing play that is out of copyright, the Writer will (subject to clause 3.2) be treated as the sole Writer for the purposes of this Agreement.

2.6 In cases where the Writer has an arrangement whereby a limited company owns the Writer's copyright in the Play (the "Owner"), the Writer's Agreement shall be made between the Theatre and the Owner.

2.7 The copyright in the Play shall remain vested in the Writer, unless otherwise specifically agreed in writing by the Writer.

2.8 In the case of a Play to be co-written by more than one Writer (each a "Co- Writer"), the fees and royalties payable under the Writer's Agreement will be divided between the Co-Writers in proportions to be agreed in good faith between the interested parties and which represent the contribution made by each Co- Writer.

3. CONTRIBUTORS

3.1 If the Theatre or the Writer proposes that the Play is to include contributions from any Contributor, the Theatre or the Writer shall (prior to the issue of the Writer's Agreement) specify any proposals for the collaboration with the Writer in writing to the other party, including proposals for any sharing of Royalty and/or fees (if known).

- 3.2 If the Play includes contributions by a Contributor, the royalties payable under the Writer's Agreement will be divided between the Writer and the Contributor(s) pro rata in proportions to be mutually agreed in good faith between the interested parties or as may be prescribed in any collective or other agreement applicable to the Contributor(s), provided always that:
- (a) no such division of royalties may be made without a legally binding agreement in place between the interested parties; and
 - (b) either the proportions of such division, or (in any case where the parties agree that the proportions of the division cannot be ascertained until the Play is complete) the principle that there will or may be such a division, is agreed in advance at the point of commission; and
 - (c) the agreed arrangements shall be recorded in the individual Writer's Agreement.

4. ELECTRONIC EDUCATION WEBSITE RIGHTS

- 4.1 The Writer at his or her option may choose whether or not to sign the Website Licence as part of the TNC Form of Writer's Agreement.
- 4.2 The minimum terms of the Electronic Education Website Licence shall be subject to review after 18 months of signature of this Agreement.

5. TERM OF AGREEMENT

This Agreement shall continue in force unless or until terminated by either the WGGB or the Theatres on six months' notice in writing given on or after the fourth anniversary of the date of this Agreement.

6. ANNUAL INCREASES TO FINANCIAL TERMS

- 6.1 On 1st April in each year of this Agreement, the WGGB will notify the Theatres in writing of the proposed increase to the fees, option payments and participation threshold set out in Schedule 3 of the Appendix which shall be no more than the percentage increase in the Retail Price Index ("RPI") since the date of the last increase (the "Proposed Increase"). The RPI shall be defined as the RPI published monthly by the United Kingdom Government (or any successor index as may be otherwise mutually agreed between the parties).
- 6.2 Unless the Theatres notify the WGGB in writing within 30 days of receipt of notification of the Proposed Increase that they wish to open good faith negotiations in respect of the Proposed Increase, the Proposed Increase will apply automatically from the expiry of such 30 day period (the "Effective Date") to each Writer's Agreement entered into:

- (a) on or after the Effective Date; and
- (b) prior to the Effective Date but only with respect to payments to be made under such agreement after the Effective Date.

7. CONSULTATION

- 7.1 The Theatres agree to enter into meaningful consultation and (where appropriate) negotiation with the WGGB in relation to the implementation of new projects or initiatives planned by the Theatres that are not covered by an existing union/collective agreement and in which a significant number of WGGB members will have a direct interest and will seek to resolve any differences by agreement. Formal consultation will take place between the Parties at least annually. The dates for such consultation and details of participants of both sides will be mutually agreed by the Parties.

8. NT MEDIA MINIMUM TERMS

- 8.1 The National agrees to offer any Writer from whom it acquires the right to make an audio-visual recording or recordings of a Play captured during the scheduled run of the Play incorporating the work of the Writer (the "Recordings") and wishes to have the right to make an audio-visual and/or audio-only trailer which is or are either produced as a standalone production or productions (and which may feature part of the Recordings) or which is or are cut from the Recordings (collectively, the "Trailers"), terms and conditions no less favourable to the Writer than those set out in the agreement attached as Schedule 2 to this Agreement ("Writer's NT Media Agreement").

9. DISPUTES

- 9.1 If any dispute arises in connection with this Agreement, a joint committee of six representatives, being three representatives nominated by the WGGB and one representative nominated by each of the Theatres with authority to settle the dispute, will within 20 working days of a written request from one party to the others, meet in a good faith effort to resolve the dispute.
- 9.2 If the dispute is not resolved at the meeting referred to in clause 8.1, the parties will attempt to settle it by mediation in accordance with the mediation procedure offered by The Performing Arts Mediation Service set up by the Independent Theatre Council and the Centre for Effective Dispute Resolution ("CEDR").
- 9.3 Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 9.4 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or one or more of the other parties have failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

10. GENERAL

- 10.1 No variation of this Agreement will be valid unless made in writing and signed by an

authorised representative on behalf of each party.

- 10.2 This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, arrangements and understandings between the parties regarding its subject matter.

11. GOVERNING LAW

This Agreement is governed by the laws of England and Wales.

SIGNED BY:

.....
Name:.....
Title:.....
FOR AND ON BEHALF OF
THE WRITERS' GUILD OF GREAT BRITAIN

SIGNED BY:

.....
Name:.....
Title:.....
FOR AND ON BEHALF OF
THE ROYAL NATIONAL THEATRE

SIGNED BY:

.....
Name:
Title:.....

FOR AND ON BEHALF OF
THE ROYAL SHAKESPEARE COMPANY
LIMITED

SIGNED BY:

.....
Name:.....
Title:.....

FOR AND ON BEHALF OF
THE ENGLISH STAGE COMPANY

Appendix 2

SCHEDULE 1 (to the TNC Agreement)

WRITER'S NT MEDIA AGREEMENT

This Agreement consists of the Principal Terms, the Standard Terms and the Schedules (together this "**Agreement**"). In the event of any conflict between the Principal Terms, the Standard Terms and/or the Schedules, the Principal Terms shall prevail.

Pursuant to an original agreement made between the Licensor and The Royal National Theatre (company number 0749504 whose registered office is at Upper Ground, London, SE1 9PX) (the "**NT**"), the Licensor has licensed the Play (defined below).

The NT wishes to make an audio-visual recording or recordings of a live performance or performances of the Production (defined below) captured during the scheduled run of the Production incorporating the work of the Licensor (the "**Recordings**") and wishes to have the right to make or has made the Trailers (defined in the Standard Terms). This Agreement sets out terms and conditions upon which the Licensor has agreed to license certain of the Licensor's rights to the NT to enable the NT to make and/or use such Recordings and the Trailers as set out hereunder, in connection therewith.

PRINCIPAL TERMS

Date	[•] [with effect from [•]]
Name of writer (and (i) their Estate if the writer is deceased and/or (ii) the owner of rights in the Play, if applicable)	[•]. (Licensor). If contracting through an Estate, references to the Licensor throughout this Agreement shall mean to the Estate of the deceased Licensor except where the context does not permit. If contracting through another owner of rights in the Play, Licensor shall mean such owner of such rights.
Loan Out Company (if applicable) plus company number	[•], and the Loan Out Company agrees to procure that the Licensor enters into the Inducement Wording set out in Appendix 1] / [not applicable]
Address and contact details of Licensor / name, address and contact details of Agent	[•]
Title of Play	[•]

Production	[the production of the Play presented by [the NT/[•]] with a first public performance currently scheduled for [Month] [Year] at [insert venue] OR [the production of the Play presented by [the NT/[•]] with a first public performance which took place on [Month] [Year] at [insert venue]
Recording Dates	Currently scheduled for [•] for the Recordings and [•] if a standalone Trailer is being produced (but which may be subject to change as required by the NT (and such changes shall be notified to the Licensor provided that failure to do so shall not be a breach of this Agreement)
Initial Platform(s)	The NT Platform(s) for initial exploitation of the Recordings: - [NT Live] - [NTAH Platform] - [NTC Platform] Any exploitation on an additional NT Platform shall be subject to the Licensor's prior approval and to payment of the Subsequent Use Fees (as set out below)
Fee for the Exploitation of the Recordings	£[•] for the initial exploitation of the Recordings on the Initial Platform(s) (as defined above) (the "Initial Use Fee") And, if applicable, any Subsequent Use Fee(s) for exploitation of the Recordings on any additional NT Platforms. All fees under this Agreement are payable subject to the NT holding an up-to-date Self-Billing Form
Artists' Profit Participation Pool	[In respect of exploitation of the Recordings on NT Live, [•]% of Net Profits.] [In respect of exploitation of the Recordings on the NTAH Platform, [•]% of Net Profits.]
Licensor's Net Profit Share	22.5% of the Artists' Profit Participation Pool Or, where the exploitation is on the NTC Platform, the Licensor (and any other writers of the Play) shall be entitled to a share of 12.5% of Net Profits, which share shall be calculated by reference to the number of titles in the catalogue as part of which the Recordings are made

	available (i.e., by way of illustrative example only, if one Recording is made available as part of a catalogue of 20 titles, the relevant share shall be 1/20th of 12.5%). Such share shall be apportioned amongst the Licensor and other writers of the Play, if any, in accordance with their respective contributions to the Play.
Translations	Y / N <i>[Note: insert details of the approved languages and/or approved translations and/or approved translators and/or requirements for translations, if applicable]</i> <i>[Note: insert details of any requirements in relation to the translator of an approved translation]</i>
Credit	<i>[Note: Include in this box any credit entitlements that have been specifically negotiated and agreed with the agent/Licensor]</i>
[Special Terms]	<i>[Note: Include in this box any variations to the Standard Terms, only if specifically negotiated and agreed with the agent/Licensor]</i> <i>[Note: <u>Common Special Terms</u>: if specifically agreed, then consider using the following example wording, tweaked as necessary to fit the specifics of what has been agreed:</i> <i>[Holdbacks on release: Notwithstanding any other term in this Agreement, the NT shall not be entitled to release or transmit the Recordings via any public-facing Platform [until [•]] / [without the Licensor’s prior written approval.]]</i> <i>[Carve out of certain types of exploitation: Notwithstanding any other term in this Agreement, the NT shall not be entitled to release or transmit the Recordings via [the NTAH Platform] [the NTC Platform][NT Live] – amend as required until [•]] / [without the Licensor’s prior written approval.]]</i> <i>[New Play/Existing Play: for the purposes of Clause 5.2, notwithstanding the definitions of “Existing Play” and “New Play”, the Play shall constitute a New Play for the purposes of this Agreement.]</i>

EXECUTED by The Royal National
Theatre

)
)

.....
The Royal National Theatre

EXECUTED
by the Licensor

)
)

.....
Licensor

STANDARD TERMS

In consideration for the mutual agreements set out herein, it is agreed as follows:

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the NT.

“Artists’ Profit Participation Pool” is defined in the Principal Terms.

“Authorised Educational Platforms” means Bloomsbury’s “Drama Online” and ProQuest’s specialist educational streaming platforms or any other similar educational platforms established as notified to the Licensor from time to time.

“BTS Materials” is defined in Clause 10.2.

“Business Days” means a day (other than a Saturday or a Sunday) on which banks are generally open in London for a full range of business.

“CDPA” means the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force.

“Educational Establishments” means schools and sixth form colleges, higher education colleges and universities and providers of online learning programmes and includes UK Non-Paying Educational Establishments.

“Electronic Transmission” means transmission to a Viewing Device including all forms of electronic transmission of audio-visual signals; wired and/or wireless, streamed and/or downloaded, analogue and/or digital or otherwise now known or developed in the future including the Internet, mobile wireless technologies and/or by any other form of digital and/or networking technologies (including Internet Protocol).

“Exhibitors” means screen venues including cinemas, theatres and arts centres which receive Recordings.

“Existing Play” means where the Production which is being recorded is not the world premiere production of the Play.

“Fee” means the Initial Use Fee and any applicable Subsequent Use Fee(s).

“FVOD” means free video on demand being exhibited by Electronic Transmission on a free basis and provided at no cost to the viewer for the personal and/or private viewing purposes only.

“Generative AI Platforms” is defined in Clause 11.2.4.

“Initial Use Fee” is defined in the Principal Terms.

“Initial Platform” is defined in the Principal Terms.

“Library Establishments” means institutional libraries open to members of such institutions.

“Loan Out Company” is defined in the Principal Terms.

“Net Profits” means the NT Receipts (which, in respect of exploitation on the NTC Platform only, shall apply to all titles in the catalogue as part of which the Recordings are made available) less the NT Costs, to be calculated separately for exploitation on each NT Platform.

“New Play” means where the Production which is being recorded is the world premiere production of the Play.

“NT Costs” means a sum equal to all of the costs incurred by the NT directly in relation to the development, filming, distribution and exploitation of the Recordings and Trailers under this Agreement, to be calculated separately for exploitation on each NT Platform (i.e. not cross-collateralised), including: rights acquisition, production costs, post-production costs (including remixing audio for online, picture grading, conversion of file formats, technical quality control, testing and distribution); preparation and finalising of subtitles and audio description and British Sign Language; marketing spend, staffing costs which relate to NT staff or the allocation of NT staff specifically working on these projects (which, in respect of exploitation of Recordings on any NTAH Platform only (if applicable), shall be capped at 30% of the overall NT Costs), costs associated with managing the Platform including technology and design; E&O insurance; negotiating with third party distributors; and all other costs, including costs of third parties, in relation to marketing, press, finance, legal, technology, transactional and additional rights clearances (e.g. commercial music, imagery).

“NT Global Sponsor(s)” means an entity or entities which provide(s) overall sponsorship and support for any specific NT Platform.

“NT Platform” means individually NT Live, the NTAH Platform or the NTC Platform (and collectively, the **“NT Platforms”**).

“NT Receipts” means the total revenue received by the NT from the exploitation of the Recordings, to be calculated separately for exploitation on each NT Platform. Where the exploitation of the Recordings is via the NTAH Platform, the concept of Streaming Revenue shall apply. The total revenue received by the NT from the exploitation of the Recordings via the NTC Platform shall also include all sums received from Educational Establishments and Library Establishments including, per Clause 5.9, any revenue received as a result of exploitation of clips from the Recordings via streaming and by way of downloads in teaching aids, educational publications and digital products such as digital textbooks, or for other educational uses, such as for academic discussion or review. The total revenue received by the NT from the exploitation of the Recordings via NT Live shall also include all sums received from Exhibitors. The **“NT Receipts”** shall also include any other income generated by the NT from the exploitation of the Recordings on a particular NT Platform, less in each case and to the extent applicable to the relevant type of exploitation:

- (a) any certified and legitimate deductions for transactional services and payment processing (and, in the case of exploitation of the Recordings via the NTAH Platform, platform costs, e.g. charges per month per subscriber and the cost of customer services provided by any Technology Provider);
- (b) VAT and any other tax (except income tax and corporation tax); and
- (c) (where the NT or its Affiliate runs the box office for exploitation via NT Live), library, credit card, charge card and other sales commissions, sales-stimulating discounts offered at the discretion of the NT or its Affiliate in accordance with the NT or its Affiliate’s established custom and practice for parties, affinity groups, stand-by sales, the sale of tickets linked to the offer of goods and services.

“NTAH Platform” means the platform “National Theatre at Home”, as the same may be renamed and/or rebranded by the NT in its sole discretion from time to time, which may be made available on-demand to consumers for private viewing via any streaming or digital (including SVOD, TVOD,

FVOD or similar) platforms including without limitation through Technology Providers (but shall exclude, for the avoidance of doubt, the distribution of individual Recordings directly on such platforms).

“NT Live” means the theatrical platform “NT Live” (as may be rebranded from time to time in the NT’s sole discretion) as the same may be renamed and/or rebranded by the NT in its sole discretion from time to time, which may be made available via Exhibitors.

“NTC Platform” means the platform for educational institutions “National Theatre Collection”, as the same may be renamed and/or rebranded by the NT in its sole discretion from time to time, which may be made available only via the Authorised Educational Platforms to students (and staff) of Educational Establishments and members (and staff) of Library Establishments on arm’s length commercial terms only (other than in respect of UK Non-Paying Educational Establishments).

“Platform Licence Period” is defined in Clause 5.2.

“Recordings” is defined in the Principal Terms.

“Recording Dates” is defined in the Principal Terms.

“Self-Billing Form” means either: (i) the self-billing form completed by or on behalf of the Licensor in substantially the form set out in Schedule 1; or (ii) a self-billing form completed by or on behalf of the Licensor’s agent (as applicable).

“Streaming Revenue” means the revenue attributable to the Recordings from the proceeds generated from the exploitation of the Recordings including by SVOD and TVOD via the NTAH Platform and allocated proportionally based on viewing data generated by the Recording, where a single view shall be determined as an uninterrupted viewing session of not less than thirty (30) seconds.

“Subsequent Use Fee(s)” means the fee(s) for exploitation of the Recordings on each additional NT Platform, as applicable, at the NT’s prevailing rate at the time.

“SVOD” means subscription video on demand being exhibition by Electronic Transmission on a paid-for, subscription basis initiated by the viewer, where the viewer can access recordings by means of streamed transmissions at a time chosen by the viewer for their personal and/or private viewing purposes only.

“Technology Provider” means any third-party platform and technology provider, providing a video-hosting or online streaming solution to facilitate the technical provision of any NT Platform.

“Trailer” an audio-visual and/or audio-only trailer which is or are either produced as a standalone production or productions (and which may feature part of the Recordings) or which is or are cut from the Recordings (and collectively, the **“Trailers”**).

“TVOD” means transactional video on demand being exhibition by Electronic Transmission for which a fee is made for viewing and re-viewing (on a temporary basis) at a time chosen by the viewer for their personal and/or private viewing purposes only.

“UK Non-Paying Educational Establishments” means:

UK State Primary Schools;
UK State Secondary Schools;
UK State Combined Schools;
British Forces Overseas (BFPO) Primary Schools;
British Forces Overseas (BFPO) Secondary Schools;
UK City Technology Colleges;

UK Further Education College Campus;
UK Further Education College Departments;
UK Further Education Colleges;
Hospital Schools in the UK or primarily aimed at UK citizens;
The Great Ormond Street Hospital;
UK Special Schools and,
on an exceptional basis, any other similar state-maintained educational establishment primarily aimed at students aged nineteen (19) years old and younger linked with the UK that the NT, acting reasonably and in good faith, believes to be an appropriate recipient of a free service.

“Viewing Device” means a television receiver, set top box, personal computer, mobile device, tablet, games console, portable and/or other analogous devices or terminals capable of receiving, downloading, storing, onward transmitting and/or playing back Electronic Transmission.

“Writer” means the writer of the Play, being the individual named in the Principal Terms.

2. INTERPRETATION

2.1. In this Agreement (except where the context otherwise requires):

- 2.1.1. capitalised terms shall have the meanings set out in the Principal Terms or in Clause 1 of these Standard Terms;
- 2.1.2. the headings in this Agreement are for information only and do not form part of this Agreement;
- 2.1.3. any reference to a party or person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that party's successors and permitted assigns;
- 2.1.4. where the words "includes" or "including" are used they mean "includes, but not limited to" or "including, but not limited to", or other similar iterations of the same;
- 2.1.5. any rights, benefits or entitlements set out herein as being for the NT shall also include such rights, benefits or entitlements as being for the NT's successors in title, permitted licensees or assignees, if applicable; and
- 2.1.6. "Licensor" shall mean the Licensor or the Licensor's Loan Out Company as appropriate where a loan out relationship exists, as indicated in the Principal Terms. If the Licensor's services are furnished through a Loan Out Company, the Licensor warrants that only the Loan Out Company is entitled to lend the Licensor's services to the NT under this Agreement and to grant the rights granted under this Agreement.

3. FILMING

- 3.1. The Licensor hereby grants the NT the right and gives the Licensor's permission and consent to make the Recordings and the Trailers, including to film and record the Production and (unless a separately filmed Trailer is not required by the NT), the Trailers, in each case on the Recording Dates.

4. PROMOTIONAL SERVICES

- 4.1. The Licensor agrees that the NT may request the Licensor to procure that the Writer shall:

- 4.1.1. provide national and international press, promotion, marketing and social media activity; and
- 4.1.2. participate in filmed interviews, question and answer session and any other personal appearances,

in each case as may be reasonably requested by the NT in relation to the promotion and exploitation of the Recordings and Trailers and exploitations thereof and subject to: (i) the Writer's prior professional and other material commitments (and the NT shall use reasonable endeavours to provide the Writer with reasonable advance notice of any relevant dates); and (ii) to the payment of the Writer's reasonable and substantiated expenses incurred in connection therewith, to be negotiated and agreed in good faith in advance.

- 4.2. For the avoidance of doubt, Clause 4.1 shall only apply to a living named Writer.
- 4.3. Where clause 4.2 applies, the Licensor may notify the NT in writing in advance (and in any event before any publicity engagements involving the Writer have been scheduled or booked) that the Writer does not wish to provide any services in connection with the promotion and exploitation of the Recordings or Trailers, in which case (without prejudice to Clause 5.4.5 below), the Licensor shall have no obligation to procure that the Writer participates in any such promotional services (and the foregoing shall not constitute a breach by the Licensor of Clauses 4.1 or 4.2).

5. LICENCE AND USE OF THE RECORDINGS

- 5.1. The Licensor hereby grants the NT a licence of all of the Licensor's necessary rights and gives the Licensor's permission and consent, for the NT to exploit, and to authorise others to exploit, the Recordings throughout the world solely on the applicable NT Platforms, as well as to exploit the Trailers for the purposes of promoting the use of the Recordings, as further set out in this Clause 5 and elsewhere in this Agreement.
- 5.2. Without prejudice to the remainder of this Clause 5 and subject to Clause 5.3, the rights granted by the Licensor to the NT under this Clause 5 shall apply for the relevant Platform Licence Period(s). The "**Platform Licence Period**" shall mean:
 - 5.2.1. in respect of uses on NT Live, an initial period of one year;
 - 5.2.2. in respect of uses on the NTAH Platform, an initial period of one year for New Plays and three years for Existing Plays; and
 - 5.2.3. in respect of uses on the NTC Platform, an initial period of 10 years, subject to Clause 5.7.4 below. For the avoidance of doubt, following such initial period, any renewal of a licence for uses on the NTC Platform shall be subject to terms to be negotiated between the NT and the Licensor in good faith at the relevant time,

in each case commencing on the date of the first transmission or public exhibition on the relevant NT Platform or when the Recordings are first made available for viewing by the general public (as applicable) on the relevant NT Platform. For the avoidance of doubt, multiple Platform Licence Periods may subsist separately and may or may not overlap in whole or in part.

- 5.3. Within 18 months of the final day of filming of the first Recording, and subject to payment of the Initial Use Fee, the NT shall notify the Licensor in writing of the initial date on which NT intends to transmit or publicly exhibit or make available for viewing by the general public (as applicable) the Recording on the relevant NT Platform. In the event that the first transmission or public exhibition

of the Recording does not occur, or the Recording is not made available for viewing by the general public, within three years of the final day of filming of the first Recording, the licence granted to NT pursuant to Clause 5.1 shall terminate unless otherwise agreed in writing between the parties.

5.4. The licence in Clause 5.1 is granted:

- 5.4.1. on an exclusive basis;
- 5.4.2. for the relevant Platform Licence Period(s), with the right to reproduce, transmit and use all or part of the Recordings and the Trailers: (a) on the NT Platforms; and/or (b) for promotional and/or publicity purposes relating to the Recordings, in the case of each of (a) and (b) in such manner and by such means and through any and all media now or hereafter existing or invented, developed or made available in the future, as the NT shall in its absolute discretion determine;
- 5.4.3. together with all and any performance, property, rental and lending, and cable and satellite retransmission rights of the Licensor in relation to the Recordings and the Trailers; and
- 5.4.4. together with all consents required by the CDPA to allow the fullest possible exploitation of the Recordings and the Trailers as permitted hereunder.

5.5. Without prejudice to the generality of Clauses 5.1 to 5.4, the parties agree that the rights and consents granted in Clauses 5.1 to 5.4 shall include the following specific rights:

- 5.5.1. subject always to Clause 10.6.1 and any applicable Principal Term, the right to have the Play translated;
- 5.5.2. without prejudice to the right to create and exploit the Trailers, the right to create and exploit stills, clips, and/or excerpts (including audio, audio-visual and/or visual) from the Recordings and/or from additional materials referenced in Clause 5.5.3, for the purposes of publicity, marketing, advertising and/or promotion in connection with the Recordings or Production or for general institutional promotional purposes, provided that no such individual clips or excerpts shall exceed 5 minutes each in length and 15 minutes or 15% of the Play's total duration in aggregate (whichever is lesser), other than any clips or excerpts created for educational use under Clause 5.9;
- 5.5.3. subject to Clause 10.2, the right to exploit any so-called behind-the-scenes materials, including interviews, question-and-answer sessions, rehearsals or other content filmed as part of the Recordings, such as bonus content, but excluding bloopers and outtakes, for promotion or advertising of the Recordings or for other uses associated with the Recordings (but excluding use of such materials in any "making-of" documentaries);
- 5.5.4. the right to attach sponsorship(s), commercial tie-ins and partnerships to the Recordings and/or any exploitations thereof on any Platform, in accordance with and subject to Clause 13;
- 5.5.5. subject to clauses 10.3 to 10.5, the right to use the Writer's name, voice, likeness, image and biographical material in connection with promotion of the Recordings, the Trailers and in connection with the rights granted under Clauses 5.5.2 and 5.5.3; and
- 5.5.6. the right to stream or provide copies of the Recordings and Trailers to sales representatives, agents, distributors or other third parties (including Exhibitors, Technology Providers, Educational Establishments and Library Establishments) to facilitate the exploitation of the Recordings as provided for in this Agreement and the right for the NT and any such third party entities to make or retain back-up copies of the Recordings and Trailers to facilitate their uses.

- 5.6. Where the NT wishes to extend the Platform Licence Period for the NTAH Platform, the NT shall notify its intention of such proposed extension to the Licensor no less than three months prior to the expiry of such period. If the NT has provided such notice to the Licensor, and within two months from delivery of the NT's notice the Licensor has not provided notice in writing to the NT that the Licensor does not agree to an automatic extension in accordance with this Clause 5.6, on expiry of the Platform Licence Period the licence for the NTAH Platform shall be automatically extended for a further term equal to the initial Platform Licence Period on the same terms and conditions as in this Agreement (but, for the avoidance of any doubt, the Initial Use Fee and any Subsequent Use Fee paid under this Agreement shall not be payable again).
- 5.7. The Licensor acknowledges and agrees that notwithstanding the provisions of Clause 5.3, on termination or expiry of any of the rights granted under this clause 5, the NT shall be permitted to:
- 5.7.1. subject to Clause 10, use the Trailers or any so-called behind-the-scenes materials, including interviews, question-and-answer sessions, rehearsals or other content (excluding bloopers and outtakes) filmed as part of the Recordings as bonus content, for promotion or advertising of the Recordings and/or the NT Platforms generally as applicable and/or promotion of the relevant Production(s), and the rights granted in Clauses 5.5.5 and 5.5.6 shall subsist for the duration of the continued period of use of such content;
 - 5.7.2. exploit stills, clips and/or excerpts under Clause 5.5.2 for its own promotional purposes and/or promotion of the NT Platforms generally and/or promotion of the relevant Production(s);
 - 5.7.3. retain copies of the Recordings for archival purposes and for internal business uses and the NT's archive viewable free of charge on site at the NT's premises; and
 - 5.7.4. grant to users who have purchased from the NT permanent access to the NTC Platform a perpetual licence in respect of the Recordings on the NTC Platform.
- 5.8. The NT shall be entitled to offer the Recordings as part of free trial periods on the NTAH Platform to customers for marketing and promotional purposes with the pricing for any free trials, promotions, offers and discounts to be determined at the NT's sole discretion. In respect of Recordings that are made available on the NTAH Platform on a free trial basis, the NT shall ensure that: (i) using reasonable endeavours, credit card information shall be obtained from the relevant user before they are provided with free access to the Recording; and (ii) no free trial period granted to a new user will exceed fourteen days.
- 5.9. Without prejudice to any other rights or uses granted under this Agreement, in connection with the licence granted in this Agreement, where the NT has been granted a licence in respect of uses on the NTC Platform in accordance with Clause 5, and for the duration of the Platform Licence Period for the NTC Platform, solely where the Recordings are used for educational purposes in connection with use on the NTC Platform, the NT shall in addition to the general clip rights granted under Clause 5.5.2, be entitled to make available to Educational Establishments and Library Establishments which receive access to the NTC Platform (as permitted under this Agreement) unlimited clips from the Recordings via streaming and by way of downloads in teaching aids, educational publications and digital products such as digital textbooks, or for other educational uses, such as for academic discussion or review.
- 5.10. The NT agrees that at any point during the Platform Licence Period for any NTAH Platform, the Licensor may, upon providing three months' notice in writing to the NT, request the removal of one or more Recordings from the NTAH Platform only, and the NT shall within three months of receipt of such notice remove such Recording(s) from the NTAH Platform only. For the avoidance of doubt,

following removal of the Recording(s) pursuant to this Clause 5.9 the Licensor shall no longer be entitled to share in the Artists' Profit Participation Pool in respect of such Recording(s) (without prejudice to any sums that have fallen due as at such removal). The termination of the licence in respect of the NTAH Platform shall not impact the licences granted hereunder in respect of any other NT Platforms.

- 5.11. For the avoidance of doubt, without prejudice to the rights of the NT pursuant to this Agreement, all rights in the Play shall remain vested in the Licensor and all rights other than those granted to the NT under this Agreement are hereby reserved to the Licensor and the NT may not exploit the Recordings or the Trailers other than as expressly permitted herein.

6. ACCESS FOR LICENSOR

- 6.1. The NT shall provide the Licensor with access to or copies of any promotional clips from the Recordings where the Licensor makes a reasonable request for such access, specifying the reasons for such access, subject always to the NT's capacity to meet such request.
- 6.2. The NT shall provide the Licensor with access to any NT Steaming Platform which feature the Recordings, upon reasonable request and subject always to the NT's capacity to meet such request and with such access not exceeding 14 days.
- 6.3. Any materials and/or access granted or provided to the Licensor under this Clause 6 shall be provided for the specific use referenced and any other use (including any dissemination or sharing of access) is strictly prohibited.

7. FEES

- 7.1. In consideration for the rights granted to the NT under this Agreement, the NT shall pay the Licensor the Initial Use Fee plus VAT (if applicable), which shall be payable during the first week of principal photography of the Recordings, subject to the NT holding an up-to-date Self Billing Form. If the NT wishes to exploit the Recordings on NT Platforms other than the Initial Platform(s), the prior approval of the Licensor shall be required. If such approval is granted, the NT shall pay the applicable Subsequent Use Fee(s) for the relevant additional NT Platforms.
- 7.2. For the avoidance of doubt, other than the Licensor's Net Profit Share and, except where otherwise expressly set out in the Principal Terms, the payment of the Initial Use Fee and any applicable Subsequent Use Fee(s) shall be full and final consideration for all rights and consents granted to the NT pursuant to this Agreement. The Licensor acknowledges and agrees that the Initial Use Fee and any applicable Subsequent Use Fee(s) is and shall continue to be 'equitable remuneration' under the laws of any jurisdiction now or hereafter known for the Rights granted hereunder, including for any lending or rental rights in respect of the Recordings and the Trailers, and in respect of all performers' property rights. Nothing in this Agreement shall prevent the Licensor from being entitled to receive income in respect of the exercise of rental or lending rights under collective agreements negotiated by recognised collecting societies under the laws of any jurisdiction to the extent applicable.

8. PROFIT PARTICIPATION

- 8.1. Subject to the NT holding an up-to-date Self Billing Form:

- 8.1.1. the Licensor shall be entitled to the applicable Licensor's Net Profit Share, as set out in the Principal Terms, for exploitation of the Recordings via NT Live;
- 8.1.2. the Licensor shall be entitled to the applicable Licensor's Net Profit Share, as set out in the Principal Terms, for exploitation of the Recordings via the NTAH Platform; and
- 8.1.3. the Licensor shall be entitled to the applicable Licensor's Net Profit Share, as set out in the Principal Terms, for exploitation of the Recordings via the NTC Platform.

8.2. The NT shall account to the Licensor for the Licensor's Net Profit Share as follows:

- 8.2.1. In respect of the exploitation of a Recording on NT Live only, on a bi-annual basis (that is, for sums due between and including 1 January and 30 June and 1 July and 31 December of each year), with payment to the Licensor of such sums which may be due to the Licensor by way of the Licensor's Net Profit Share payable within sixty (60) days of the end of the relevant accounting period;
- 8.2.2. In respect of the exploitation of a Recording on the NTAH Platform only, on a bi-annual basis (that is, for sums due between and including 1 April and 30 September and 1 October and 31 March of each year), with payment to the Licensor of such sums which may be due to the Licensor by way of the Licensor's Net Profit Share payable within sixty (60) days of the end of the relevant accounting period;
- 8.2.3. In respect of the exploitation of a Recording on the NTC Platform only, on an annual basis (that is, for sums due between and including 1 September and 31 August of each year), with payment to the Licensor of such sums which may be due to the Licensor by way of the Licensor's Net Profit Share payable by 31 December of the same calendar year,

in each case, subject to the NT holding an up-to-date Self Billing Form.

- 8.3. Notwithstanding Clause 8.2 and subject to Clause 8.8: (i) the Licensor's Net Profit Share associated with the exploitation of a Recording via NT Live, shall not be paid to the Licensor until the Net Profits associated with such form of exploitation have reached £1,000 for the Recording; and (ii) the Licensor's Net Profit Share associated with the exploitation of a Recording on the NTAH Platform shall not be paid to the Licensor until the Net Profits associated with such form of exploitation have reached £1,000 for that Recording (and for the avoidance of doubt, such £1,000 minimum shall relate to the Net Profits payable by the NT to all individuals in respect of the Recording, and not just the Licensor).
- 8.4. The NT shall provide bi-annual reports for each of the periods in which the Licensor's Net Profit Share is accounted for as referenced under Clauses 8.2.1 and 8.2.2 to the Licensor; and (ii) annual reports for each of the periods in which the Licensor's Net Profit Share is accounted for as referenced under Clause 8.2.3 to the Licensor, in each case regardless of whether any Licensor's Net Profit Share is due, which reports shall set out, on an itemised basis:
 - 8.4.1. the NT Receipts, to be reported separately for exploitation on each NT Platform, as applicable (including, to the extent the NTAH Platform is relevant, the Streaming Revenue plus, where the NT is in receipt of the same (and the NT shall use reasonable endeavours to obtain the same), viewing data or usage statistics);
 - 8.4.2. the NT Costs, to be reported separately for exploitation on each NT Platform, as applicable; and

8.4.3. the Net Profits, to be reported separately for exploitation on each NT Platform, as applicable.

- 8.5. The NT shall keep or procure to keep true, full and accurate records and accounts relating to the NT Receipts, the NT Costs, the Net Profits, and the NT Platforms and their breakdown.
- 8.6. The NT shall use reasonable endeavours and adopt normal accounting practices to collect all monies owing to it in relation to this Agreement (without obligation to incur material expense).
- 8.7. The Licensor shall be entitled at their own expense to appoint a professional representative to inspect and audit the NT's records referred to in Clause 8.5, not more frequently than once every calendar year, during usual business hours and upon giving reasonable notice to the NT. If such inspection and audit reveals an underpayment to the Licensor, the NT shall rectify such underpayment promptly and if such underpayment is the greater of £500, the NT shall reimburse the Licensor for the reasonable, substantiated, third party costs of the inspection and audit.
- 8.8. In the event that a Recording is removed from the applicable NT Platform(s) by the NT, any outstanding sums due to the Licensor in relation to such Recording shall be paid to Licensor within sixty (60) days of the end of the relevant accounting period in accordance with Clause 8.2.

9. CREDIT

- 9.1. For each Recording the Writer shall be credited substantially as follows, in all cases in accordance with the NT's customary credit terms:
- 9.1.1. For Recordings on NT Live, in substantially the form "[Play title] by [Writer]":
- a) in the end titles of the Recording; and
 - b) in all of the NT's materials advertising the Recordings (including on all programmes, posters, and advertising material under the NT's direct control connected with the Recordings, where appropriate);
- 9.1.2. For Recordings on the NTAH Platform, in substantially the form "[Play title] by [Writer]":
- a) in the main titles (if any) of the Recording, immediately following the title of the Play;
 - b) in the end titles of the Recording;
 - c) on the landing page (if any) on the NTAH Platform for the Play displaying information about the writer, director and key cast of the Play;
 - d) as part of the metadata for the Recording on the NTAH Platform, if appropriate and if technologically possible (and subject always to the consent of the relevant Technology Provider); and
 - e) in all of the NT's materials advertising the Recordings (including on all programmes, posters, and advertising material under the NT's direct control connected with the Recordings, on websites and on-line.
- 9.1.3. For Recordings on the NTC Platform, credit as the writer of the Play in a form determined by the NT, in a location where the Recording is made available as determined by the NT.
- 9.2. The NT shall contractually require all Exhibitors of the Recordings with whom it contracts directly to accord to the Writer credit in accordance with the provisions of Clause 9.1.1, and shall use reasonable endeavours to procure that credit in accordance with the provisions of Clauses 9.1.1 and 9.1.2 is included in any material supplied for publication by the NT to third party advertisers,

provided that the NT shall not be liable for the neglect or default of any such Exhibitors and/or advertisers in relation to the foregoing.

- 9.3. If the text of the Play has been published prior to the date of this Agreement, subject to the Licensor notifying the NT in writing of the name and details of the publisher of the Play no less than three weeks prior to the commencement of the filming of the relevant Recording, such publisher shall be credited in the end credits for the relevant Recording on NT Live and the NTAH Platform. Such credit shall be in a form determined by the NT in its sole discretion, in accordance with the NT's customary credit terms.

10. ADDITIONAL ENTITLEMENTS

- 10.1. Consultation regarding Recordings: the Writer shall be entitled to be meaningfully consulted regarding key creative aspects of each of the Recordings during the official preparation for, filming of and post-production of the relevant Recording and be entitled to attend key editing sessions for the Recordings, and, where reasonably practicable, the Writer shall be provided with prior notice of edit dates. If in connection with such consultation the Writer renders active and meaningful consultation services during post-production of a Recording, the Writer shall be entitled to the sum of £[•] per full day (being no less than 8 hours, and pro-rated for partial days worked) of consultation with a representative of the NT in respect of such Recording. In no event shall the Writer be entitled to more than £[•] in total in respect of all Recordings. The Licensor shall procure that the Writer shall submit a summary of hours worked and a valid invoice in respect of such consultation for the NT's approval as a condition to payment of such consultation fee. For the avoidance of doubt, the entitlements under this Clause 10.1 shall only apply to a living named writer.
- 10.2. Behind-the Scenes Approval: in respect of Clause 5.5.3, the NT shall seek the Licensor's approval in writing of behind-the-scenes materials, including interviews and question-and-answer sessions, in which the Writer recognisably appears ("**BTS Materials**") and which the NT intends to use as bonus content, for promotion or advertising of the Recordings, prior to the initial date on which NT intends to transmit or publicly exhibit the BTS Materials or make the BTS Materials available for viewing by the general public (as applicable). For the avoidance of doubt, the Licensor's approval shall not be required to use footage from the Recordings as released.
- 10.3. Photo approval: in respect of Clauses 5.5.2 and 5.5.5, the NT shall seek the Licensor's approval in writing of any still photographs of the Writer (including screen grabs) which the NT intends to use in connection with advertising, commercial tie-ins, publicity or other exploitation of the Recordings, prior to the first use by the NT of such still photographs. Any stills approved in writing or deemed approved shall be deemed approved for all purposes permitted under this Agreement.
- 10.4. Likeness approval: in respect of Clauses 5.5.2 and 5.5.5, the NT shall seek the Licensor's approval in writing of any non-photographic likeness of the Writer which the NT intends to use in connection with advertising, commercial tie-ins, publicity or other exploitation of the Recordings prior to the first use by the NT of such non-photographic likeness. If the Licensor disapproves of such likeness the Licensor shall provide the NT with reasons for such disapproval and if the NT amends such disapproved likeness to address the Licensor's specific objections, such amended likeness shall be deemed approved. Any likeness approved in writing or deemed approved shall be deemed approved for all purposes permitted under this Agreement.

10.5. Biography approval: in respect of Clauses 5.5.2 and 5.5.5, the NT shall seek an approved biography of the Writer for the NT for use hereunder (which the NT may edit where it reasonably considers necessary due to length or content). If the Licensor fails to submit such biography to the NT, or does not provide a full or accurate biography, within one week following the NT's request therefor, the NT may compile a biography of the Writer for the NT's use.

10.6. Textual integrity:

10.6.1. Translation: if the Play is translated in accordance with Clause 5.5.1 and any applicable Principal Term, no material changes shall be made to the text of the Play without the prior written approval of the Licensor and such translation(s) shall not be used for any other purposes than those specified herein without the prior written approval of the Licensor, which the NT agrees to seek. The NT hereby confirms that no rights other than the non-exclusive right to translate the Play for the purpose of subtitling the Recording in accordance with this Agreement shall be granted to the translator of the Play without the Licensor's prior written approval, and that the NT shall bear all expenses in connection with the translation(s) (including any fees due to the translator).

10.6.2. Subject to (a)-(d) below and excluding any changes made in accordance with clause 10.6.1, no changes shall be made to the text of the Play without the prior written approval of the Licensor;

- (a) any changes to the text or manuscript of the Play made by any person in the Recording will be deemed to be a part of the Play and the copyright in such changes will belong (as far as the same constitutes a copyright work) to the Licensor and the Licensor will not be required to pay or credit any person suggesting or making such changes unless the Licensor has entered into a legally binding agreement to do so;
- (b) the NT may at any time require the Licensor to make such changes to the Play as the NT deems necessary to avoid creating a legal exposure for the NT, after meaningful consultation with the Licensor (including as to the means of preserving the Play's textual integrity) and after legal advice from suitably qualified lawyers taken by the NT and substantively disclosed to the Licensor;
- (c) the Licensor will not refuse to make the changes referred to in Clause 10.6.2(b) without having reasonable grounds for refusing to make the requested changes and disclosing such grounds to the NT, and if the Licensor does refuse to make such changes the NT may make or have made any such changes; and
- (d) the NT will not be held responsible for changes to the text or mistakes made by performers during filming of the Recording.

11. WARRANTIES

11.1. The Licensor warrants that:

11.1.1. the Licensor has the power and authority to enter into this Agreement;

11.1.2. the Licensor is the sole unencumbered legal and beneficial owner of all rights granted by the Licensor to the NT under this Agreement; and

11.1.3. there are no contractual and/or other restrictions on the Licensor's ability to grant to the NT the rights in the Recordings or the Trailers, or to perform any services under this Agreement.

11.2. The NT warrants that:

11.2.1. the NT has the power and authority to enter into this Agreement;

- 11.2.2.as between the parties it will be the NT's responsibility to clear all third party rights within the Recordings for each Production for the NT's intended use hereunder;
- 11.2.3.as between the parties, it shall be responsible for clearing all elements of the Recordings or securing rights in/for the Recordings from all other contributors (including any actors, directors, designers, choreographers, musicians, stage management, technical staff and any third party copyright holders); and
- 11.2.4.the NT shall not actively, and shall not actively permit any third party to, reproduce and/or otherwise use the Play, the Recordings or the Trailers for the purposes of training, informing or in any other way developing generative artificial intelligence technologies, softwares or systems ("**Generative AI Platforms**") to generate text, or use or require the Licensor to use Generative AI Platforms to generate text for the Play, without the prior written approval of the Licensor. Such prior approval as set out in this Clause 11.2.5 shall be required regardless of the nature, format, media or language of the relevant Generative AI Platforms and shall be required whether the output produced by such Generative AI Platforms is imitative or non-imitative of the Play.

12. SECURITY OBLIGATIONS OF THE NT

12.1. Depending on the nature of the particular use or exploitation of the Recordings, the NT shall:

- 12.1.1.employ the use of digital rights management (DRM) technology or other methods appropriate to the nature of the exploitation of the Recordings to protect against any unauthorised use or piracy of the Recordings and shall, where appropriate to the type of exploitation being undertaken, display anti-piracy and anti-plagiarism notices as part of the Recording; and/or
- 12.1.2.build appropriate security clauses into its contracts with third party entities who make use of the Recordings to protect against any illegal downloading and piracy and distribution outside of a specific context (such as outside of an educational or library context).

12.2. Where the NT becomes aware of any illegal or unauthorised activity as referenced under Clause 12.1, the NT shall take appropriate action to the extent commercially reasonable and notify the Licensor.

13. SPONSORSHIP

- 13.1. Any sponsorship deals or arrangements with any sponsor or partner, including the NT Global Sponsor(s), shall be in accordance with the NT's Donation and Sponsorship Acceptance Policy, a copy of which is available at the following link (<https://www.nationaltheatre.org.uk/your-visit/policies/donation-and-sponsorship-acceptance-statement>).
- 13.2. The NT shall not accept a sponsor of individual Recordings unless the Licensor has approved such sponsorship in writing in advance.

14. CONFIDENTIALITY

- 14.1. The Licensor undertakes that the Licensor shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the NT and/or its Affiliates, the Production or otherwise, under or in connection with this Agreement, except as permitted by Clause 14.2.

14.2. The Licensors may disclose the NT's confidential information:

- 14.2.1. to the Licensors's employees, representatives or advisors who need to know such information for the purposes of exercising the Licensors's rights or carrying on its obligations under or in connection with this Agreement. The Licensors shall use reasonable endeavours to ensure that any such individuals or entities to whom it discloses such confidential information comply with Clause 14.1;
- 14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or any regulatory authority;
- 14.2.3. in order to exercise its rights and perform its obligations under or in connection with this Agreement; and
- 14.2.4. for the purposes of "whistleblowing", being the raising of concerns about wrongdoing in the work-place by the NT or any individual engaged by the NT in relation to the creation of the Recordings that affects others.

15. INSURANCE

15.1. The NT shall take out Errors and Omissions insurance for the production of the Recordings.

16. MISCELLANEOUS

16.1. All consultation and approval rights of the Licensors hereunder shall be on the terms set out in this Clause 16.1.

- 16.1.1 In respect of the Licensors's or Writers's consultation rights, in the event that the Licensors or Writers is not available for consultation at the relevant time, including where the Licensors or Writers does not respond to a request for consultation within five Business Days (reducible to 48 hours in the event of production exigencies), such consultation right shall be deemed waived. In the event of any disagreement the NT's decision shall be final.
- 16.1.2 In respect of the Licensors's or Writers's approval rights, the Licensors's or Writers's approval shall be deemed granted if the NT does not receive written notice of the Licensors's or Writers's disapproval within five Business Days of NT's request for approval (reducible to 48 hours in the event of production exigencies) (save in respect of any approval required pursuant to Clause 10.6.2 where the Licensors's approval shall be deemed granted if the NT does not receive written notice of the Licensors's disapproval within 10 Business Days of the NT's request for approval (reducible to 72 hours in the event of production exigencies)).
- 16.1.3 In respect of the Licensors's or Writers's consultation rights and approval rights, the Licensors shall or shall procure that the Writers shall exercise their approval and/or consultation rights in a reasonable and timely manner and shall not unreasonably withhold, delay or condition their approval hereunder. Any approval communicated in writing to the NT by the Licensors's or Writers's agent may be relied upon by the NT as approval from the Licensors or Writers.

16.2. All payments due to the Licensors under this Agreement shall be paid to the Licensors's Agent as set out in the Principal Terms (if any), whose receipt thereof shall be a proper discharge of the NT's payment obligations under this Agreement.

- 16.3. Should any clause in this Agreement be determined by a court of competent jurisdiction to be unlawful or unenforceable, such clause shall be considered severed from this Agreement and all remaining clauses shall remain in full force and effect.
- 16.4. The Licensor confirms that in the event of any breach by the NT of this Agreement, the Licensor shall not be entitled to prevent or inhibit the exploitation of the Recordings whether by injunctive relief, rescission or otherwise and that any claim the Licensor may have shall be a claim in damages only.
- 16.5. The NT shall not be under any obligation to produce the Recordings nor, if produced, to broadcast the Recordings on any Platform nor to otherwise exploit or make any use of the rights granted under this Agreement and the Licensor agrees that the Licensor shall not have any claim against the NT in relation thereto, including for any loss of opportunity or failure to enhance the Licensor's reputation.
- 16.6. The NT shall be entitled to sub-license its rights under this Agreement to its Affiliates and to third parties engaged by or otherwise contracted by the NT solely to enable the NT to exploit the specific rights granted to it hereunder, as well as to generally assign this Agreement in whole or in part to any of its Affiliates provided that the NT shall remain responsible and liable to the Licensor for its obligations under this Agreement. The Licensor shall not be entitled to assign or sub-contract this Agreement nor any rights, entitlements, benefits or obligations under it to any third party, on the basis that this Agreement is personal to the Licensor.
- 16.7. Nothing in this Agreement will be construed or deemed to constitute a partnership or joint venture between the parties and no party will hold itself out as the agent of any other.
- 16.8. This Agreement may be executed in counterparts, with each deemed to be an original and together shall constitute one and the same instrument, and transmission of an executed counterpart of this Agreement by email shall take effect as delivery of an executed counterpart of this Agreement.
- 16.9. This Agreement may not be varied other than by written agreement signed by an authorised representative of each party.
- 16.10. This Agreement constitutes the entire, complete and exclusive agreement between the parties, and supersedes and extinguishes any previous agreement, promises, assurances, arrangements, warranties, representations or understanding (whether oral or written), between the parties relating to its subject matter.
- 16.11. The parties agree and declare that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and that no term or condition of this letter shall confer or be construed as conferring any right on any third party, save that nothing in this clause will inhibit the right of the Writers' Guild of Great Britain (WGGB) to intervene in contractual disputes, to the extent it is legally entitled to do so.
- 16.12. This Agreement (including all contractual and non-contractual disputes in relation to it) is governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

National Theatre Self-Billing Agreement

[Name]
[Address 1]
[Address 2]
[City]
[Postcode]

[Date]

National Theatre – [PLAY] – Self Billing Agreement

We would like to operate self-billing invoices for royalty payments (including self-billing of VAT) for the above usage, and all other similar and associated projects and broadcasts. This is how we can pay you your fees and/or royalties without you needing to invoice.

To comply with HM Customs and Excise regulations please could you complete, sign and return the enclosed copy of this letter. This will confirm that the Royal National Theatre agrees to:

1. Issue self-billed invoices for all fees and royalty distributions due to you for the Recording.
2. To complete self-billed invoices showing your name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event that either party's VAT registration number or VAT status changes.
4. To inform you if the issue of self-billed invoices will be outsourced to a third party.

And that you agree:

1. To accept invoices raised by us on your behalf for any fees and royalties due from the Royal National Theatre.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify us immediately if you, change your VAT registration number, cease to be VAT registered or sell your business, or part of your business (if appropriate).

Licensor's Name (Company Name if applicable)	
Agency Name (if applicable)	
VAT number of Licensor/actor/client (if registered)	
Company / UTR number (if applicable)	
Bank Name	
Branch Name	
Account Payee Name	
Sort Code	
Account Number	
Email address for remittance notification	
Telephone number	

On behalf of Royal National Theatre
VAT number GB 548 1804 33

On behalf of [Name]

[APPENDIX 1
INDUCEMENT WORDING

I have read the foregoing Agreement, including the Principal Terms, Standard Terms and Schedules and I agree to render all services, grant all rights and observe all restrictions necessary to enable the Loan Out Company to comply with its obligations under the said Agreement. Should I fail to do so, the NT shall have the same rights against me as it shall have against the Loan Out Company. I warrant that my services are rendered as an employee of the Loan Out Company and I agree to look solely to the Loan Out Company for payment of compensation for my services and discharge of all other obligations of employer.

[print name of Licensor]