

**BBC/MU Audio Agreement 2004 (revised 2007)**

**Date: 21<sup>st</sup> May 2007**

This Agreement covers professional musicians engaged by the BBC for audio services on Radio and the World Service.

The rates set out in this Agreement replace those in the BBC/MU Audio Agreement dated 9<sup>th</sup> December 2003 and apply to all engagements from 21<sup>st</sup> May 2007.

This Agreement may be terminated by either the BBC or the MU giving not less than 6 months' notice in writing however such notice will not be given before 1<sup>st</sup> June 2008.

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## **SECTION 1. INITIAL TRANSMISSION RIGHTS**

### **100. Initial Transmission Rights**

In consideration of the fees set out in this agreement (except where specified otherwise) the BBC is entitled to the following transmission/distribution rights:

**(i) Core Services**

to transmit or permit the transmission of each part (i.e. complete composition) of the musicians' performance, whether live or recorded, in up to four programmes and in the case of symphony and chamber orchestra studio sessions an unlimited number of programmes once by any means of delivery on a BBC Radio Core Service (which shall cover simultaneous transmission or deferred transmission for up to 30 days in other BBC domestic services);

**(ii) Through the Night Service**

three transmissions on Radio 3's Through the Night Service;

**(iii) World Service**

one transmission cycle (i.e. an unlimited first use of a programme within 8 days) of the artist's performance, whether live or recorded, by any means of delivery;

**(iv) Non-Theatric Rights throughout the World**

exhibition to audiences who are not required to make a specific payment including, but not limited to, educational establishments and trapped audiences;

**(v) European Broadcasting Union**

Broadcasting organisations within the EBU can transmit simultaneously or give a deferred transmission (within 1 year of the BBC original transmission if full members of the EBU or within 30 days if Associate Members) without payment. For this purpose the recording can be made either by the BBC or by the receiving broadcasting organisation without further payment.

**NB Programmes transmitted simultaneously on television, audio and world service**

The television payment will cover the simultaneous transmission on audio services (including the EBU and the Through the Night Service) and a world service transmission cycle.

## SECTION 2: ENGAGEMENTS

**200. Basic Recording Engagement** - all engagements except for Radio 1. For Radio 1 terms see clause 204.

### (i) Recording Sessions

Recordings may be made at any venue and with or without a non-paying audience. A Basic Recording Session Fee entitles the BBC to record and transmit as follows:

- |  |        |
|--|--------|
| a) up to 30 minutes of music in a 3 ½ hour rehearse/record session:  | £63    |
| b) up to 30 minutes of music in a 3 ½ hour rehearse/record session which entitles the BBC to unlimited items use and 2 transmissions of each item: | £93.50 |
| c) up to 60 minutes of music in a 1 hour recording and 3 hours rehearsal session within an overall 5 hour period                                   | £63    |
| d) up to 2 hours of performance and 3 hours of rehearsal at any time on the same day   | £73    |
| e) up to 3 hours of performance and 3 hours of rehearsal at any time on the same day   | £82    |

### (ii) Enhancements

The following enhancements apply to Basic Recording Session fees for ranked orchestras:

- |                       |            |
|-----------------------|------------|
| a) Players who direct | negotiable |
| b) Leader             | 50%        |
| c) Principals         | 10%        |
| d) Sub-Principals     | 5%         |

### (iii) Musical Directors

A minimum payment of 200% of the Basic Recording Session Fee or Principals fee (whichever is the highest) paid to musicians (excluding supplements for night work, doubling, allowances, etc.).

## 201. Public Concerts

For BBC promoted public concerts (i.e. concerts in front of a paying audience) the BBC agrees that musicians will be engaged on the basis of a negotiated engagement fee covering the concert, rehearsals and overtime.

## 202. Relays of Public Concerts

For relays (live or deferred) of Public Concerts (excluding performances engaged as Recording Sessions under clause 200(i)) promoted by either the BBC or a third party a relay fee shall be paid in addition to the engagement fee paid by the promoter, at the following rates:

- |   |  |
|---|--|
| a) symphony and chamber orchestra musicians   | £56.50                                       |
| b) all other musicians except self-contained groups<br>(for self-contained groups see clause 204) | £63  |
| c) MDs  | 200% musicians' rate                         |
| d) additional Broadcast Performance Time  | £9.50<br>per 30 minutes<br>(or part thereof) |
| e) 3 hr Recording Session for patching  | £50  |

Payment of the Relay Fees in (a) to (c) above entitles the BBC to transmit up to 3 hours of the concert. For the purposes of calculating the length of the concert, an interval shall be treated as no more than 20 minutes in duration.

If the BBC calls a rehearsal for a non-BBC promoted concert, then an additional fee will be paid in respect of the required rehearsal. The BBC shall be entitled to carry out a balance test without further payment. Doubling fees and enhancements shall not apply to Relays and no allowances or expenses will be paid.

### 203. Short Items

Fees to record Short Items in studio or on location from productions rehearsed and produced by a third party (including other BBC productions), or the use of existing recorded material not covered by the extract provisions, are payable as percentages of the Basic Recording Session Fee (200(i)a) as follows:

Items of up to 3 minutes (aggregate) to be rehearsed and recorded in a period not exceeding 1 hr	50%
Items of up to 5 minutes (aggregate)  to be rehearsed and recorded in a period not exceeding 1 hr	62.5%
Items of up to 10 minutes (aggregate) to be rehearsed and recorded in a period not exceeding 2 hours	75%

Substantial use of Short Items in an individual programme is only permissible if the material is used in an illustrative context.

Fees for Extra Rehearsal and Additional Performance do not apply to engagements for Short Item recording.

### 204. Established Self-Contained Groups (predominantly instrumental) that present their own act and work in the field of pop, rock, jazz, folk and similar music and have a recognised existence prior to the engagement.

The following terms apply to

- Established Self-Contained Groups, and
  - all freelance musicians working with Established Self-Contained Groups, and
  - all freelance musicians working for Radio One
- 
- |  |         |
|--|---------|
| a) 3 hours rehearsal and 3 hours performance<br>on the same day  | £90     |
| b) 3 ½ hour discontinuous recording session<br>(up to 60 minutes material)   | £71.50  |
| c) 3 ½ hour discontinuous recording session<br>(up to 60 minutes material) for unlimited<br>items use and 2 transmissions of each item | £107.50 |

- |   |          |
|---|----------|
| d) 3 hour relay of a Public Concert including balance test (additional broadcast performance time paid at £8.70 per 30 minutes) | £90      |
| e) Short Session/Relay (record up to 12 minutes material in a maximum of 2 hours)   |          |
| Fee for the Group (up to 5 musicians)   | £135     |
| 6th and subsequent musicians  | £27 each |

Doubling and overdubbing fees shall not apply and no allowances, expenses or management/assembly fees will be paid.

## 205. Signature Tunes

For the recording of opening and/or closing music, identifying items, "stings", and/or special instrumental effects for a named programme series/strand.

3 hour session	165% of the Basic Session Recording Fee
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Fees paid at the above rate entitle the BBC to exploit the designated programme(s) in all media (excluding commercial audio) throughout the World in perpetuity when the material is used within the named programme series/strand or relates to the original use.

## 206. Station Identifications ("Jingles")

For the recording of any number of national, regional and local radio station identifications ("Jingles").

2 hour session	82.5% of the Basic Recording Session Fee
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The fee acquires all rights for all purposes.

## 207. Extra Rehearsals

3 hours rehearsal on a day when recording is scheduled	£38
3 hours rehearsal on a day when no recording is scheduled	£51
Extra rehearsal time immediately preceding or following a recording or rehearsal session	£9.50 per 30 minutes (or part thereof)

## **208. Additional Performance Time**

£5 per 15 minutes (or part thereof)

Additional performance time is limited to 30 minutes. A new session fee will be due from the start of additional performance time exceeding this limit.

## **209. Local Radio**

50% of the Relay Fee is payable for one transmission in one Local Radio or Gaelic/Welsh-language Station of a live or deferred relay of a Public Concert.

75% of the appropriate rate is payable for one transmission in one Local Radio or Gaelic/Welsh-language Station of a studio recording.

100% of the appropriate rate is payable for non-simultaneous transmission in up to 4 Local Radio or Gaelic/Welsh-language stations of either a live or deferred relay of a Public Concert or of a studio recording.

## **SECTION 3: EXTRACTS**

### **300. Extracts in new programmes**

An unlimited number of Extracts from any source (provided a fee was paid for the right to produce the recording(s) in question) may be incorporated into new programmes provided that the total duration of such Extracts per 30 minutes of each such new programme does not exceed 6 minutes, that no individual extract exceeds 4 minutes in duration, and subject to the following payments:

- All extracts (except those from commercial advertisements): a single donation of £94.50 per programme payable to the Musicians' Union Benevolent Fund
- Extracts from commercial advertisements: a payment to each musician of £10 per extract

The BBC shall be entitled to exploit programmes containing such extracts in all media throughout the world in perpetuity.

Extracts from radio programmes may be used in television programmes on payment of the rates specified in the BBC/MU Television Agreement.

### **301. Extracts for Promotional and Publicity Purposes**

Music recorded under this agreement may be used for promotional and publicity purposes by the BBC, BBC Worldwide and its licensees and assigns, including trailers, other promotional material for programmes, campaigns for BBC interest channels or for promotion and publicity of BBC programmes on other channels (between programmes or within review programmes) and in all media without further payment provided that such use does not in itself constitute secondary commercial exploitation.

Recording for trailer purposes during rehearsals, balance tests or previous performances of a concert or opera performance is permitted without payment.

In the event that the BBC wishes to engage a musician to record for trailer purposes only, the appropriate session fees will be payable, and the BBC shall be entitled to use such recordings in all media in perpetuity.

### **302. Extracts for use in Obituary Programmes**

Upon payment to the MU Benevolent Fund of an amount equal to 200% of the Basic Recording Session Fee specified in clause 200(i)(a) the BBC shall be entitled to use one or more extracts from recordings, such extracts shall not exceed 2 minutes each in duration and provided that in each 30 minutes of transmitted programme extracts shall not exceed 10 minutes in aggregate duration..

## SECTION 4: SECONDARY USES

**NB** The Residual Basic Fee is defined as one of the following: the Basic Recording Session Fee as set out in Clause 200(i)a), Relay Fees as set out in Clause 202, Short Items Fees as set out in Clause 203 or Short Session/Relay fees as set out in Clause 204 (e) for musicians or MDs but excluding any enhancements, fees for rehearsals, overtime payments or additional performance fees. The Residual Basic Fee for Established Self Contained Groups 204 (a) - (d) is the Basic Recording Session Fee as set out in 200(i)a).

For use of material after 3 years from first transmission the percentages below apply to the appropriate rates in the BBC/MU agreement at the time of use.

**A. BBC Public Service Uses** (in services funded by licence fee or Grant-in-Aid (World Service))

**400. Core Public Service Repeats** (Radios 1 - 5, World Service, National stations and Local Radio)

### **(i) Network Repeats**

Repeat fees (a percentage of the Residual Basic Fee) for programmes first transmitted in the BBC's Core Public Services:

Paid in advance together with the initial engagement or relay fee	35%
Paid on repeat transmission	50%

On payment of a repeat fee a performance can be repeated:

- once in up to 4 parts or once in an unlimited number of parts (nb complete compositions only) if a symphony or chamber orchestra studio session or if engaged under 200(i) b) or 204(c))
- Radio 1 Public Concert Relays: as an alternative to the above, one item four times, or four items once.
- once non-simultaneously by each BBC Region within 30 days of the Network repeat

**(ii) World Service Repeat Cycles** - transmissions within an eight day period to allow access to one repeat throughout the world.

Repeat fees (a percentage of the Residual Basic Fee) for BBC originated programmes:

Paid in advance together with the initial engagement or relay fee	10.5%
Paid on repeat transmission	15%

**(iii) National Regional Networking**

A National Region which does not transmit simultaneously with the National Region(s) originating the first transmission or repeat may without further payment give one deferred transmission or repeat within 30 days.

**(iv) Local Radio Repeats**

If a programme originally transmitted on a single local radio station is repeated on that station, 100% of the reduced rate is payable.

If a programme is subsequently transmitted on another local radio station, 100% of the reduced rate is payable.

If prior to its first transmission the decision is made to transmit the programme on the full network, the fee is made up to the full amount.

Where the full engagement fee has been paid to acquire non-simultaneous transmissions in up to four Local Radio or Gaelic/Welsh-language stations then a full repeat fee is payable to allow a further one transmission from each of the four stations.

**(v) Archive Programmes (recordings made before 1.1.80)**

The BBC shall be entitled to repeat programmes in an archival and/or artist-related context upon payment direct to the Musicians' Union of a fee at a rate of £1,300 per hour or pro rata. This payment also includes the right to make the recording available in Non-Core Public Services for one year from repeat transmission

**401. Non-Core Public Services** including, but not limited to, Digital Radio, on-demand services and Radio 3's Through the Night Service but excluding repeats in Core Services

On payment of the following percentages of the appropriate Residual Basic Fee, the BBC acquires the rights for additional and unlimited use in all Non-Core Public Services for the periods specified below:

1 year	3%
3 years	5%
perpetuity	10%

## B. Commercial Uses

### 402. Programme Sales & Residual Fees

The BBC shall be entitled in perpetuity to exploit recordings made hereunder in all media now known or hereinafter invented upon payment of the following percentages of the Residual Basic Fee:

**(i) Sales throughout the world** (excluding commercial audio recordings)

Use in all media	145%
All radio use	125%
All commercial internet use (supplementary to above payment for all radio use)	20%
Archive Programmes: all commercial internet use (when none of the above fees has been paid)	£55

**(ii) Sales in Selected Territories** (excluding commercial audio recordings)

British Commonwealth, British Forces overseas and Eire only	50% of rates in (i)
USA	25% of rates in (i)
Rest of World excluding UK	25% of rates in (i)

**(iii) Sales of Items** taken from recordings made in accordance with this Agreement (excluding commercial audio recordings)

Use in all media	20%
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**(iv) Sales as commercial audio recordings** (except content that is predominantly music performance)

World	15%
UK only	10%
World excluding UK	5%

Sales as commercial audio recordings of content that is predominantly music performance shall be subject to payment of an additional fee for every 20 minutes (or part thereof) of recorded music incorporated in the commercial audio recording. The fee payable will be in accordance with the BPI/MU Agreement

**403. Non-theatric distribution** (recordings made before February 1999 only)

World distribution	3%
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**404. All further commercial uses (minor contributions only)**

On payment of an amount equal to 35% of the Residual Basic Fee all further uses are acquired in all programmes except those which contain predominantly music performance.

**405. Multi-media Royalty**

As an alternative to the residual payments set out above, or in respect of any secondary exploitation not covered in the foregoing clauses, the BBC may elect to pay a royalty based on the gross income and/or agreed deemed gross receipts accruing to the BBC, its subsidiaries, its licensees and assignees.

Artists will share in a royalty of:

- (i) 5% , such royalty to be shared amongst the musicians in proportion to their Residual Basic Fee or;
- (ii) 17% in respect of programmes that contain predominately music performance provided that such programmes do not include Equity-type contributions such royalty to be shared among the musicians in proportion to their Residual Basic Fee, or;
- (iii) 25% in respect of Opera, Concerts and Pop programmes containing both MU and Equity type contributions, such royalty to be shared amongst all such artists in proportion to their Residual Basic Fees.