

DATED

day of

2009

PROGRAMME PRODUCTION AGREEMENT

BETWEEN

(1) THE BRITISH BROADCASTING CORPORATION

(2) LIMITED

[PROGRAMME TITLE]



THIS PROGRAMME PRODUCTION AGREEMENT

Dated _____ day of _____ 2009

IS MADE BETWEEN:

(1) THE BRITISH BROADCASTING CORPORATION
of Broadcasting House, London W1A 1AA (“the BBC”)

and

(2) [_____] LIMITED
of [_____]

Company Registration Number [_____] (“the Producer”)

AGREEMENT BETWEEN THE PARTIES:

1. The Producer shall produce and deliver to the BBC a radio programme or series of programmes, the detail of which is set out in Schedule 2 (“the Programme”) and the BBC shall pay the Licence Fee; on the terms contained in the Special Terms set out in Schedule 1 to this Agreement (“Special Terms”); and the BBC’s General Terms for the Production of Radio Programmes by Independent Producers (September 2005), a copy of which has been provided to the Producer and which is also published on www.bbc.co.uk/commissioning/radio/network/docs/radio_general_terms.pdf the General Terms”); and the Schedules to this Agreement.
2. Words and expressions defined in General Term 1 of the General Terms shall have the same meanings where used elsewhere in this Agreement.
3. This Agreement shall take effect from the date of commencement of production on the Programme by the Producer or the date of execution of this Agreement whichever is the earlier.
4. In the event of any conflict or inconsistency between the Special Terms and the General Terms, the former shall prevail.

This Agreement is entered into on the date written above.

**Schedule 1
Special Terms**

1. BBC Representatives:

	Name	Telephone	Email
BBC Editorial Representative			
BBC Finance Representative			
BBC Legal & Business Affairs Manager			

2. Licence Fee:

2.1 It is agreed that the total Licence Fee shall be £[](excluding VAT).

On the invoice the following must be stated:

“Programme Purchase Order number _____
BBC Reference: Amir-hussain Shah, Audio & Music Finance Assistant”

The invoice should be sent to: BBC Accounts Payable, PO Box 479,
Manchester, M14 0EJ.

2.2 Payable:

In accordance with the following Stage Payments

3. Contributor rights - pre-paid uses

3.1 The Producer shall contract contributors to the Programme within the Licence Fee on the minimum basis as set out in General Term 6 save only as may be varied in Special Term 3.2 or as otherwise agreed in writing by the BBC.

3.2 The minimum pre-payment required to be made within the Licence Fee in relation to the following contributors is as set out below:

Artists	
Presenters/ Interviewees/ Narrators/ Voiceovers	
Writers	
Archive and Stills (if applicable)	
Other	

4. Agreed Recoupments (as referred to in the definition of Net Revenue)

None

5. **Variations to General Terms**

5.1 The following new provisions shall be inserted into General Term 5, General Term 6 and General Term 20:

"5.4.5 Secure the prior written approval of the BBC Editorial Representative to any viewing of any Programme related material or content by any Programme participant(s) prior to Tape Delivery, such approval not to be unreasonably withheld or delayed. For the purposes of this clause only participants shall not include Performers giving dramatic performances, presenters, writers, musicians or Production Personnel.

5.4.6 ensure that neither it nor its staff shall bring the Programme or the BBC into disrepute in any manner whether through any production, promotion, or exploitation activity or generally carrying out its rights, entitlements and obligations under the terms of this Agreement during the Licence Period, whether inside or outside the UK, and shall use all reasonable endeavours to procure that its sub-licensees, subcontractors, and all other persons engaged by it in connection with the Programme shall comply with the same obligation.";

"5.8 For the avoidance of doubt, it is acknowledged that any details set out in Clause 1 of the Commissioning Specification entitled "Editorial Specification" under the heading "Editorial compliance considerations" are without prejudice to the Producer's general obligations under this Agreement to comply with the BBC Guidelines.";

"6.3.8 there is no provision in such agreements which conflicts with the provisions of General Term 5.4.5 above."

"20.1.6 Notwithstanding General Term 20.1.1 the Producer is in material breach of the BBC Guidelines.

"20A. **CONSEQUENCES FOR BREACH OF BBC GUIDELINES**

Without prejudice to provisions of General Terms 18 and/or 20, or any other applicable rights and remedies available to the BBC under this Agreement, any breach of General Term 5.4.1 shall entitle the BBC (acting reasonably) to require the Producer to:

- (i) remove any BBC branding from any exercise of the Distribution Rights; and/or
- (ii) remedy any editorial failings in the Programme at its own cost; and/or
- (iii) accept any variations of the terms of this Agreement deemed appropriate by the BBC in light of the circumstances of the relevant breach to apply upon any exercise of the BBC's option under General Term 22 provided that such variations are reasonable and proportionate; and/or
- (iv) not exercise or promote any of the Distribution Rights without BBC written approval (and it is acknowledged that

any such approval may be subject to certain conditions to reflect the nature of the breach) where the exercise or promotion of any such rights would bring (or be reasonably expected to bring) the BBC into disrepute or damage the reputation of the BBC.”

5.2 General Term 16.3 shall be deleted and replaced with the following clause:

“16.3 Without prejudice to General Term 13, the Producer shall notify the Head of Portfolio Marketing BBC Audio & Music of any publicity or promotional material or literature (including posters, stills and trails) which is produced by or on behalf of the Producer or its distributor(s), in connection with the Programme, and any such material or literature shall:

16.3.1 comply with the BBC Guidelines;

16.3.2 not be used or distributed in any way in the UK without the BBC’s prior written approval;

16.3.3 not be used or distributed in any way outside the UK without the BBC Editorial Representative’s prior written approval (not to be unreasonably withheld or delayed) where either:

- (i) the BBC has notified the Producer that the Programme is included on the BBC’s ‘Managed Programme List’; or
- (ii) subsequent to notification of any such proposed material by the Producer, the BBC informs the Producer within seven working days of the notification that it wishes such materials to be subject to BBC approval.

For the avoidance of doubt any use of the BBC logo on such material or literature shall require the BBC’s prior written approval, and the terms and approvals procedure set out in Schedule 5 annexed to this Agreement shall apply to such use.”

5.3 General Term 11.4 shall be deleted and replaced with the following:

“11.4 The Producer shall complete a BBC Audio & Music Compliance Form for each episode of the Programme (an illustrative example of such form is set out in Schedule 4 of the Special Terms) to be delivered for approval by the BBC’s Commissioning Editor simultaneously with delivery of the Programme. For the avoidance of doubt the Editorially Responsible Person specified in Clause 1 of the Commissioning Specification as authorised to sign the BBC Audio and Music Compliance Form shall listen to the Programme (or episode as applicable) in full prior to completion of the BBC Audio and Music Compliance Form.”

5.4 The following shall be added to General Term 18:

18.1.7 the named Editorially Responsible Person shall be unavailable to fulfil this role in relation to the production and the Producer shall be unable to procure the engagement of a substitute individual approved by the BBC (acting reasonably).

5.5 The following shall be added to General Term 20:

20.1.6 the named Editorially Responsible Person shall be unavailable to fulfil this role in relation to the production and the Producer shall

be unable to procure the engagement of a substitute individual approved by the BBC (acting reasonably).

6. Special Provisions

6.1 Without prejudice to the generality of the General Terms:

6.1.1 The Producer confirms and undertakes that all materials supplied to the BBC (or its authorised representatives or agents) in connection with the Programme, including any and all such materials which are to be used for promotional purposes (such as for online listings and audience navigation applications) have been created, obtained, and produced in compliance with:

- (a) the BBC Guidelines (in particular the BBC Editorial Guidelines, available at bbc.co.uk/guidelines); and
- (b) the provisions of all relevant underlying agreements, and
- (c) cleared in accordance with the relevant terms of this Agreement.

6.1.2 The obligations set out in Special Term 6.1.1 above shall apply to any such material which is created or adapted by the BBC and is subsequently verified by the Producer for use by or on behalf of the BBC. Where the BBC requests such verification, the Producer shall within a maximum of 7 (seven) days of the request give such verification or non-verification as is appropriate.

6.1.3 The provisions of this Special Term 6.1 apply whether such material is delivered pursuant to the terms of this Agreement or pursuant to an additional or subsequent request by the BBC or its authorised representative or agent.

6.2 Safeguarding Trust Training

Without prejudice to General Terms 5.4 and 17.15:

6.2.1 The Producer warrants and undertakes that:

- (a) the Pre-trained Production Personnel listed in clause 8 of the Commissioning Specification entitled "Training Requirements" have completed the training requirements as set out in that clause 8 as of the date of signature of this Agreement;
- (b) all Production Personnel will on involvement in the production of the Programme and in any event no later than Tape delivery complete the training requirements as set out in clause 8 of the Commissioning Specification.

6.2.2 The Producer shall as part of Tape Delivery set out the names of all Production Personnel together with confirmation that all such persons so listed have completed the training requirements as set out in clause 8 of the Commissioning Specification, such paperwork to be verified and signed by the Executive Producer (or where no executive producer is specified in the Commissioning Specification, the Programme's producer).

6.2.3 The Producer shall maintain complete and accurate records as required to evidence and substantiate the Producer's warranty as set out in Special Term 6.2.1 above. The BBC by its servants and agents shall have the right upon giving reasonable notice at any time and from time to time at reasonable hours to inspect and copy such records at the address of which the Producer shall notify the BBC in writing.

6.2.4 An additional definition for "Production Personnel" shall be inserted into General Term 1 as follows:

"Production Personnel" means any person working in an editorial or production management capacity in connection with the Programme (irrespective of their contracted job title) including anyone carrying out the following roles : Executive Producer, Producer, Editor, Assistant Producer, Broadcast Assistant, Researcher, Presenter (where involved in the production of the programme).

6.2.5 In the event that the Editorially Responsible Person named in Clause 1 of the Editorial Specification is no longer available then the Producer shall inform the BBC Editorial Representative immediately in writing and the BBC shall be entitled to approve the replacement which approval or otherwise shall be communicated in writing. In the event that a replacement acceptable to BBC cannot be found then the BBC shall be entitled to terminate this Agreement or takeover production at the BBC's election further to Clauses 18 and 20 of the General Terms.

For Radio 4: A new clause shall be added to clause 9 of the General Terms of Trade to read:

"9.12 The Producer shall engage an Executive Producer for the Programme, who shall, inter alia, be materially involved in the pre-production and production of the Programme, including but not limited to advising the Producer of any editorial sensitivities, and if designated in the Commissioning Specification as the Editorially Responsible Person evaluating and listening to the final edit of the Programme to ensure that the Programme is compliant with the BBC's Guidelines and signing off the BBC's compliance form."

[End of Schedule 1]

Schedule 2
COMMISSIONING SPECIFICATION

1. Editorial Specification

Independent Producer	
Programme Title	
Programme Number	
Charge Code: (for I&A research)	
Commissioning Network	
Genre <i>Please select genre and sub genre if appropriate eg Drama, Entertainment (comedy/quiz), Factual (arts/documentary)</i>	
Co production partners (if any)	
No of Episodes and Required Duration	
Tape Delivery Date (inc. episodic delivery and all paperwork)	
Transmission Date	
Production Credit (this will not be given on air for Radio 1 or 1Xtra)	[] is a [] production for BBC Radio
Editorial Brief / Specification (please replicate the offer in RAP together with any agreed modifications)	
Scripts Approved at Commissioning Stage (date of accepted scripts): if applicable	Yes / No
Live Music/sessions of recording artists/music documentary. Please supply details	
Editorial compliance considerations Potential editorial compliance issues that either will or may foreseeably arise in connection with the Programme, and how these will be addressed, following discussions between the Producer and the BBC Editorial Representative (or the BBC Editorial Representative's authorised compliance representative as notified to	[No issues] [Brief details]

<p>the Producer):</p>	<table border="1"> <tr> <td data-bbox="927 247 1013 310"> <input type="checkbox"/> Yes/ <input type="checkbox"/> No </td> <td data-bbox="1013 247 1487 310"> Programme on BBC Managed Risk Programme List </td> </tr> <tr> <td data-bbox="927 338 1013 457"> <input type="checkbox"/> Yes/ <input type="checkbox"/> No </td> <td data-bbox="1013 338 1487 457"> Is the On-Air Talent / Presenter (or their agent) a director, shareholder or senior manager of the Independent Producer? </td> </tr> </table>	<input type="checkbox"/> Yes/ <input type="checkbox"/> No	Programme on BBC Managed Risk Programme List	<input type="checkbox"/> Yes/ <input type="checkbox"/> No	Is the On-Air Talent / Presenter (or their agent) a director, shareholder or senior manager of the Independent Producer?
<input type="checkbox"/> Yes/ <input type="checkbox"/> No	Programme on BBC Managed Risk Programme List				
<input type="checkbox"/> Yes/ <input type="checkbox"/> No	Is the On-Air Talent / Presenter (or their agent) a director, shareholder or senior manager of the Independent Producer?				
Editorially Responsible Person for the Independent Producer					

2. Production Brief

Recording Type	
Secret Recording	
Hidden Microphones	
Pre-production consultation (please indicate treatment approval or any requirement for advance approval of script if required)	
Other specific production elements (if any)	
Any additional insurance required pursuant to General Term 8.1	

3. Key Approvals:

The BBC requires approval of the following or relevant agreements and written approval of any change to the persons named below:

	Name	Key Agreement (the terms of which must be approved by the BBC in accordance with General Term 6.4)
Format owner		
On-Air Talent/ Presenter(s)		
Writer(s)		
Producer		
Executive Producer		
Key Advisor(s)/ Consultant(s)		

Director(s)		
Composer(s)		
Narrator(s)/ Voiceover(s)		
Script (if yes, please insert date)		
Other		

4. Underlying Rights

Source Material	
Commissioned Material	
Third Party Material	

5. Banking

Bank Account Details

Bank	
Branch	
Name of Account	

Production Account Details (only if required and agreed)

Bank	
Branch	
Name of Account	

6. Delivery and technical Requirements

6.1 Please refer to the BBC Delivery Website. The site has everything you need to know about delivering paperwork and data as well as the physical tape delivery itself. The site can be found at:

<http://www.bbc.co.uk/commissioning/>

Please refer to the following website for the technical standards on delivering quality and specific requirements for Radio 3 and 4 if relevant:

http://www.bbc.co.uk/guidelines/delivering_quality/radio.shtml

Tape Delivery	As above
Full Delivery	No later than 2 (two) weeks after transmission
Delivery Format	[Refer to Commissioning Network requirements e.g. CDR with back up or VCS system]
Support Materials	<ol style="list-style-type: none"> 1. Photos, pictures or images for publicity, online and interactive (if agreed) 2. Interview Clips or full length interviews for publicity, online and interactive (if agreed) 3. CD for copying to Press (extracts/highlights by agreement if complete programme not available) 4. Listening copy of CD for Commissioning Editor <p>and</p> <ol style="list-style-type: none"> 5. Listening copy of CD for Compliance Editor (complete programme)
Paperwork	<ol style="list-style-type: none"> 1. Music Reporting Form 2. PasB 3. Compliance Form signed by the Editorially Responsible Person specified in clause 1 of the Commissioning Specification 4. Presentation Details and Written Trail 5. Promotion Notes 6. Production Details Form for Radio Times billings and other publicity 7. Programme Risk Assessment (if required) 8. All paperwork ordinarily required for all broadcasts of the Programme acquired by the BBC under the terms of this agreement.
Interactive Requirements	1. Description of the Programme, the issues it covers, an outline of who it features, details of any music and metadata associated with the Programme

	<p>2. Contact details of any relevant organisations featured in the Programme (including relevant web links)</p> <p>3. Text (if agreed)</p> <p>4. Other (if agreed), please specify</p>
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7. Insurance

<u>Errors & Omissions</u>	
<u>Artist</u>	
<u>Weather</u>	
<u>Other (please specify)</u>	

8. Training Requirements

<p>Required BBC Safeguarding Trust on-line training course modules</p>	<p>[Radio: Trust dilemmas in radio – version 1]</p> <p>[Competitions: working on competitions –version 1 Competitions: supervising competitions – version 1]</p>
<p>Pre-trained Production Personnel (For the purpose of these training requirements this shall not include any personnel the Producer is required to engage who shall be engaged after the date of signature of this Agreement)</p>	<p><i>[Executive Producer Producer etc.]</i></p>

.....
Signed by
On behalf of the BBC

.....
Signed by
On behalf of the Producer

Schedule 3

RELEVANT BBC WEBSITES

Commissioning

<http://www.bbc.co.uk/commissioning/>

Info/Policies

<http://www.bbc.co.uk/info/policies/>

Editorial Guidelines

<http://www.bbc.co.uk/guidelines/editorialguidelines/>

Delivering Quality (including technical requirements)

<http://www.bbc.co.uk/commissioning/> and
<http://www.bbc.co.uk/guidelines/dq/contents/radio.shtml>

Health and Safety (Foreign Office site)

<http://www.fco.gov.uk>

Schedule 4

BBC Audio & Music Compliance Form

(Independent Producers – April 2009)

Please complete this form, having referred if necessary to the BBC's Editorial Guidelines (bbc.co.uk/guidelines/editorialguidelines/) and accompanying Guidance Notes (bbc.co.uk/guidelines/editorialguidelines/advice/), and return it by e-mail to:

R1 joe.harland@bbc.co.uk
 1Xtra charmaine.cozier@bbc.co.uk
 R2 / 6M julian.grundy@bbc.co.uk or fax 020 7765 3812
 R3 r3compliance@bbc.co.uk
 R4 compliance-r4@bbc.co.uk
 R7 R7compliance@bbc.co.uk
 R5L 5livecompliance@bbc.co.uk
 Asian Network Mike.curtis@bbc.co.uk

Independent Production Company Name			
Producer's name (Exec. Producer)		Contact telephone number	
Producer's mobile/home number:		Time of tx contact number:	

Programme Title			
Series Title (if any)		No. of episodes in Series	
Programme Number		Programme Duration	
TX Network		TX date/time	

Programme synopsis:			
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You are required to answer “yes” or “no” to each of the following questions to say whether the programme involves any of the material or issues listed. If you answer “yes” you must provide the additional information specified (unless to do is stated to be discretionary).

		Answer Y or N	Further information required
LEGAL ISSUES	Has a BBC lawyer been consulted?		<i>State name and date, a short indication of the issue(s), but not the advice given</i>
OFFENSIVE LANGUAGE	Strong, most offensive, language?		<i>Detail, and name BBC person who authorised it</i>
	Other language (e.g. blasphemy) which may offend?		<i>Give details</i>
SEXUAL CONTENT	Sexual content, either descriptive or innuendo?		<i>Provision of further detail is discretionary</i>
IMITATIVE BEHAVIOUR	Drug or solvent abuse?		<i>Give details</i>
	Suicide, self harm, hanging?		<i>Give details</i>
	Other potentially dangerous behaviour?		<i>Give details</i>
	Use of alcohol or smoking?		<i>Give details</i>
PORTRAYAL	Potentially contentious portrayal of disabled people, religious groups or minorities?		<i>Provision of further detail is discretionary</i>
DISTURBING CONTENT	Images which audiences may find disturbing?		<i>Provision of further detail is discretionary</i>
	Depictions of violence, disasters, accidents, kidnapping, exorcism, occult paranormal or horror, real or fictional?		<i>Provision of further detail is discretionary</i>
	Violence involving children or domestic violence?		<i>Give details</i>
CRIME AND ANTISOCIAL BEHAVIOUR	Interviews with criminals?		<i>Name interviewee, and BBC person who authorised it</i>
	Demonstration of illegal activity?		<i>Give details</i>
REAL PEOPLE	Public figures as		<i>Provision of further detail is discretionary</i>

	contributors?		
	References to public figures		<i>Provision of further detail is discretionary</i>
PRIVACY	Does the programme contain material of a personal or private nature? Does the programme contain any secret recording?		<i>Specify if personal/private material is included. If secret recording is used, name the BBC person who authorised it</i>
IMPARTIALITY, ACCURACY & FAIRNESS	Does the programme deal with matters of public or political controversy?		<i>Give details</i>
	Is there a personal view or "authored" content which is not balanced within the programme?		<i>Provision of further detail is discretionary</i>
	Is a balancing programme required?		<i>Detail, and name BBC person who authorised this</i>
	Dramatic representations of living people or people with close living relatives?		<i>List names</i>
	Has any contributor required or been promised anonymity?		<i>Give details</i>
POLITICS	Reference to opinion polls/surveys?		<i>Detail, and state date of approval by Chief Political Adviser</i>
	Interview or appearance by party leader?		<i>Detail, and state date of approval by Chief Political Adviser</i>
EDITORIAL INTEGRITY	References to sponsors?		<i>List them</i>
	References to commercial products/brands		<i>List them</i>
	Have any actual or potential conflicts of interest arisen in respect of presenters, contributors or others involved in this production?		<i>Give details</i>
SENSITIVE ISSUES	Apart from the above, is there anything else in the		<i>Give details</i>

	programme which should be borne in mind ahead of tx or possible future repeat?		
CONTROLLER OF EDITORIAL POLICY MANDATORY APPROVAL	Does the programme contain anything that requires the prior approval of the Controller of Editorial Policy (see bbc.co.uk/guidelines/editorialguidelines/referrals/)		Give details
INTERACTIVITY	Does the programme include a competition?		If "yes" name the people who authorised the approval form [http://www.bbc.co.uk/guidelines/editorialguidelines/advice/interactivity/forms/]
	Audience voting?		If "yes" name the people who authorised the approval form [http://www.bbc.co.uk/guidelines/editorialguidelines/advice/interactivity/forms/]
	BBC Awards?		If "yes" name the people who authorised the approval form [http://www.bbc.co.uk/guidelines/editorialguidelines/advice/interactivity/forms/]
	Premium Rate Telephony?		If "yes" name the people who authorised the approval form [http://www.bbc.co.uk/guidelines/editorialguidelines/advice/interactivity/forms/]
	Non-Premium Rate Telephony?		If "yes" name the people who authorised the approval form [http://www.bbc.co.uk/guidelines/editorialguidelines/advice/interactivity/forms/]

If the Network has agreed a warning in the programme continuity announcement please insert the proposed text here	
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TX recommendation if played elsewhere or made available on demand	<p>Delete two of these:</p> <ul style="list-style-type: none"> • Yes (i.e. can be broadcast anywhere, any time) • No (i.e. must not be broadcast again without prior review) • With Restrictions – specify (e.g. not close to children's programmes, or not during an election campaign) <p>If this programme becomes subject to a complaint which may affect its compliance status, please provide details:</p> <p>BBC Information reference number for red-flagged complaint (if known):</p>
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Additional editorial content for audience	
Helpline number:	
Website address:	

COMPLIANCE CONFIRMATION:

I have listened to this programme in full:	Yes / No (<i>delete one</i>)
If "No", explain why you think the programme is compliant:	
I confirm that this programme has been made in accordance with the BBC's Editorial Guidelines and is compliant for the tx date/time:	
.....	
Signed by the Editorially Responsible Person for the Independent Production Company as specified in clause 1 of the Commissioning Specification.	
Print name:	

Signed:
(for and on behalf of the **British Broadcasting Corporation**)

Name:

Position:

Signed:
(for and on behalf of **Producer**)

Name:

Position: