

Wording from BBC/ DACS Agreement for acquiring underlying rights in stills

“Public Service” shall mean any service now existing or developed in the future primarily funded as a public service by the Licence Revenue (as defined in the Royal Charter for the continuance of the BBC from time to time). This shall include without limitation communication to the public by broadcast and on-demand services accessed by satellite, terrestrial and cable means (including without limitation the BBC’s services made available by internet transmission) and both on television and non-television platforms.

Such services may include by way of example only internet streaming of a programme simultaneously with the conventional wireless television broadcast and video on demand “catch-up” services and for some services a copy of the Work may be transferred for temporary or permanent use by members of the public.

But the services paid for by the New Public Service Fee in clause II 3. below shall exclude television broadcasts on BBC1 BBC2 BBC3 BBC4 or commercial services for which payments are separately provided in this or other BBC agreements made with the Writer in respect of the Work.

In consideration of the BBC hereby undertaking to pay the fees specified in this Agreement (unless the use is already gratuitously permitted by law or permitted gratuitously in accordance with the terms of this Agreement) the Contributor hereby grants to the BBC the following non-exclusive rights:-

The right to incorporate a reproduction of the Work in the Programme, to reproduce the Work for that purpose and to give during a period of 3 years from date of signature of this Agreement a television broadcast of the Programme incorporating the Work (in the case of educational programmes two television broadcasts of the Work if given within twelve days of each other), simultaneously or non-simultaneously, live and/or recorded from all or any of the BBC’s transmitters in BBC 1 (including BBC Wales) or in BBC 2 or in the case of Welsh Language programmes for the Fourth Channel in Wales (S4C) from the appropriate transmitters for that service as the case may be subject to payment on First Broadcast of **100% of the Current Initial Fee**; or

The right to incorporate a reproduction of the Work in the Programme and to make unlimited broadcasts of the Programme incorporating the Work on BBC3 and BBC4 subject to payment on First Broadcast of 100% of the Current Initial Fee; and provided that such payment shall constitute full remuneration for an **initial period limited to five years from the date of the First Broadcast**. Payment for use thereafter shall be subject to good faith negotiation. In the absence of or until such agreement the BBC may make payment for each or any successive five year period upon the first such use within the period and such payment shall be of an amount equivalent to **100% of the Current Initial Fee** adjusted by the increase between the Retail Price Index for the month of First Broadcast and the Retail Price Index for the month of the use in question.

The right where the BBC has incorporated a reproduction of the Work in the Programme for First Broadcast under either clause I 1. (BBC1 or BBC2) above or under clause I 2. above (BBC3 and BBC4) also to use the Work on any Public

Service other than conventional free television broadcasts on BBC1 and BBC2 or broadcasts on BBC3 or BBC4 for the term of copyright in the Work subject to payment of **50% of the Current Initial Fee** ("the New Public Service Fee") upon First Broadcast provided that the New Public Service Fee shall constitute full remuneration for an **initial period limited to five years** from the date of the First Broadcast. Payment for use thereafter shall be subject to good faith negotiation. In the absence of or until such agreement the BBC may make payment for each or any successive five year period upon the first such use within the period and such payment shall be of an amount equivalent to the New Public Service Fee adjusted by the increase between the Retail Price Index for the month of First Broadcast and the Retail Price Index for the month of the use in question.

Headlines:

As far as DACS agreement in concerned:

We commit to paying 150% CIF in all cases but **it acquires more limited rights than the BAPLA agreement - only as far as licence term is concerned.**

BBC1/ 2 commission - 100% CIF acquires 1 transmission

BBC3/4 commission - 100% CIF acquires five year unlimited tx licence

50% CIF (paid irrespective of which version relied on above) acquires all public service rights (as defined above) excluding BBC1,2,3 & 4

THIS IS A STRICTLY PRO TEM ARRANGEMENT UNTIL THE BBC AND DACS CONCLUDE THEIR NEGOTIATIONS ON A VOLUME LICENCE OR OTHER COLLECTIVELY NEGOTIATED LICENCE.