

Out of London Productions and BBC: The Compliance Process

The Head of Commercial, Rights and Business Affairs, Nations (CRBA) (who is based at Pacific Quay, Glasgow) oversees the work of all CRBA teams in Scotland, NI and Wales who, in turn, contract the majority of Network and Nations-funded productions which qualify under the Ofcom Criteria as 'Nations' productions.

It is this team which does most of the work in examining qualification or advising other specialist commissioning areas (such as Childrens or Sport) on qualification.

In the majority of cases, the programme is contracted under the Independent Terms of Trade/Business Framework available here: <http://www.bbc.co.uk/commissioning/tv/articles/how-we-do-business#business-framework> (see appendix 1).

Once an idea is greenlit editorially, a company would in the normal course of events, download the "Commissioning Specification" from the BBC website (see appendix 2): (http://www.bbc.co.uk/commissioning/downloads/Commissioning_Specification.docx).

They would complete this form and present it to the BBC Commissioning Executive and the BBC Commercial, Rights & Business Affairs Manager.

The Commissioning Specification form asks general questions regarding production; it asks for a list of personnel, where the filming will take place and, in particular, it asks the Producer to state which Ofcom Criteria the production will meet, as below:

Regional Production Criteria	Ofcom Macro Region
<p>A. Substantive business and production base. (A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personal involved in seeking programme commissions)</p>	<p><i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales Scotland]</i></p>
<p>B. Location of production budget spend To qualify towards the criteria for a Regional Production at least 70% of the production budget (excluding the cost of on-screen talent, archive material and copyright costs) must be spent in the UK outside the M25.</p>	<p><i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales Scotland]</i></p>
<p>C Location of production talent spend To qualify towards the criteria for a Regional Production at least 50% of the production talent (i.e not on-screen talent) by cost must have their usual place of employment in the UK outside the M25. Freelancers without a usual place of employment outside the M25 will nonetheless count for this purpose if they live outside the M25</p>	<p><i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales Scotland]</i></p>

This is then discussed with the Commercial, Rights and Business Affairs Manager dealing with the contract.

From the information completed, the CRBA Manager should be able to tell where the production is filming and which senior personnel are working on it. If there are concerns or further information required, the CRBA Manager will discuss the production with the independent company to satisfy themselves that it will qualify. In some cases this could include a detailed discussion around budget breakdown, personnel working on the production and/or activity at the substantive base quoted.

The contract (if concluded) contains the completed commission specification and will also contain a clause in the Special Terms as follows:

17.17A	The Programme qualifies as (i) a Regional Production* (ii) a Foreign Production (as defined by Ofcom)	(i) Yes – [Allocated Macro-Region] (ii) No
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*Regional production is defined as ‘a television production which complies with the Ofcom definition of Regional Production set out on Ofcom’s website’ – see:

https://www.ofcom.org.uk/data/assets/pdf_file/0019/87040/Regional-production-and-regional-programme-definitions.pdf

The contract will also include the following statement:

‘The Producer warrants and undertakes as follows...

‘Where identified as a Regional Production in the Special Terms, the Producer warrants that, in compliance with the OFCOM Regional Production qualification criteria, the Programme shall qualify as a Regional Production and that the information set out in the Commissioning Specification in relation to the OFCOM Regional Production qualification criteria (including any specified Ofcom Macro Region) is true and accurate.’

In making these matters a contractual term, the company will be in breach of contract if they do not qualify as agreed.

For information, sample excerpts specific to sports contract are as noted below:

12. Warranties and Undertakings

- 12.1 The BBC represents warrants and undertakes to the Producer that:
- 12.1.1 it has the power and authority to enter into this Agreement and is not precluded for any reason from fulfilling its obligations hereunder;
 - 12.1.2 it has acquired the BBC Rights and is fully entitled to commission the Producer to produce the Programmes on the terms set out in this Agreement; and
 - 12.1.3 it has full power and authority to make available to the Producer the BBC Materials pursuant to this Agreement.
- 12.2 The Producer acknowledges that it is a material undertaking that the Producer is an independent production company and that the Producer and the production of the Programmes comply with the Nations Qualifying Criteria and accordingly the Producer represents warrants and undertakes to the BBC that:
- 12.2.1 it has independent status as a production company as defined in the Broadcasting (Independent Productions) Order 1991 (or any amendment or variation or replacement of the same) and shall remain eligible for the independent programme quota required by statute of the BBC (together a “**Qualifying Independent Producer**”) for the duration of the term and shall notify the BBC of any change in its independent status that takes place after the date hereof and may affect the operation of this Clause; and
 - 12.2.2 it qualifies under the Nations Qualifying Criteria and shall remain eligible under the Nations Qualifying Criteria for the duration of the term and shall notify the BBC of any change that takes place after the date hereof that may affect the operation of this Clause.

Schedule 3

Nations Qualifying Criteria

The BBC is using the definition outlined in Section 1 of the **Ofcom definition of regional production: allocation to Macro regions** in order to determine whether this production qualifies as a Nations production. Based on this definition, in order for this commission to qualify as a Nations Production it must meet criterion (a) below, plus as a minimum either (b) or (c). If both (b) and (c) are from the same region outside of substantive base then the production will be re-allocated to that region.

a) The production company must have a substantive business and production based in the Nation in which it is proposed the production will qualify. A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personnel involved in seeking programme commissions;

b) At least 70% of the production budget (excluding the cost of on-screen talent, archive material and copyright costs) must be spent outside London (outside the M25);

c) At least 50% of the production talent (i.e. not on-screen talent) by cost must have their usual place of employment in the Nation. Freelancers without a usual place of employment outside the M25 will nonetheless count for this purpose if they live outside the M25.

Once the contract is concluded, CRBA (with the BBC Editorial Executive) will monitor production through Progress Reporting. At key stages, the production company updates the BBC on the production and this will include information on schedule or location changes which may impact on qualification and may trigger a query from the CRBA Manager.

Once the production is completed, the production company will deliver a Regional Production Reporting form (downloaded from the BBC website here:

<http://downloads.bbc.co.uk/commissioning/site/irpofcom.xls> (see appendix 3)

and completed by the Production Company). This will confirm which of the Regional Production Criteria the company met (as per the section of the Commissioning Specification reproduced above on page 1). If the CRBA Manager has any doubts regarding qualification, they will ask further questions at this stage.

From contract to delivery of the Regional Production Reporting form (appendix 3), the qualification information is tracked on the BBC's Broadcast Management System. This helps the BBC to forecast and track its spend across the country against quotas. In due course, the System produces the data for reporting to Ofcom. This allows Ofcom to determine our performance against the quotas and publish its Out of London register.

Before submission to Ofcom, the draft Out of London data is scrutinised by the CRBA team and others. It is an opportunity for the BBC to have a final check. On occasion this has meant more questions for the production company or practical steps such as reviewing the end credits of the programme and checking credited personnel against online information to determine whether individuals are based outside London. At this late stage we have, on occasion, moved a small number of productions into another macro-region where it has been determined that they did not qualify as expected.

Appendix 1

Business Framework

BBC business framework

To be adopted from 7 July 2014

The Code of practice states that the BBC will agree terms of trade with Pact prior to publication. The Business framework sets out these terms of trade and includes information about licence periods, exclusivity, distribution, funding and payments as well as additional materials.

1. Introduction

Under the provisions of the Communications Act 2003, the BBC is required to publish and comply with a Code of Practice for agreeing the terms for the commissioning of qualifying independent productions. The Code has been approved by Ofcom and is published here. The Code states that the BBC will agree its 'Terms of Trade' with PACT prior to publication. The Business Framework set out below represents these Terms of Trade, and has been agreed with PACT on 16 October 2013 and updated June 2017.

2. Key principles applicable to all BBC independent commissions

2.1 The BBC's audience promise

In delivering to its audiences content which has been funded in whole or in part by the licence fee, the BBC will deliver the public purposes as set out in its Charter and Agreement; in the relevant service licences as approved by the BBC Trust; and in its published strategies.

In particular:

- a) The BBC will efficiently and effectively deliver public value on behalf of its licence fee payers; and
- b) BBC audiences will be able to:
 1. Get BBC services free at the point of use, in ways and on devices that suit them;
 2. Catch up on BBC programmes for a reasonable period for free after transmission, at home and on the move;
 3. Get hold of all recent BBC programmes and be treated to the best of the BBC's library of programmes in trusted environments—with a 'permanent collection' available for free, and paying for other content which would otherwise not be available.

2.2 Ownership

Copyright in content commissioned in accordance with the BBC's Code of Practice shall remain vested in the producer who created it.

2.3 Public service rights

In return for the payment of a licence fee, the BBC shall be granted a licence of public service rights.

2.4 Commercial exploitation

The producer shall be in control of licensing the rights in their content which are primarily and directly designed to generate secondary commercial revenues, subject to:

- a) a period of exclusivity in favour of the BBC which is sufficient for the BBC to deliver its audience promise;
- b) certain provisions to protect the value of the BBC's licence, reputation, and the investment it has made into the content and the content's brand; and
- c) an appropriate share of revenue payable to the BBC.

d) the BBC recognises that other stakeholders (for example the producer itself and any commercial distributors) may have invested in the content.

2.5 Attribution and Branding

In all publication, promotion, exploitation, and other use of or reference to the content, there will be appropriate attribution to the BBC and its brand.

3. BBC commitments under its Code of Practice

3.1 Tariffs

In accordance with paragraph 6 of the Code, the BBC has published [here](#) a list of indicative tariff ranges applicable for different genres of programming.

3.2 Commercial Release Policies

a) In accordance with paragraph 3.2(f) of the Code, the BBC has published [here](#) a release policy setting out the approach it will take to requests for consent to exploit the programme commercially on television and video-on-demand services in the UK during the BBC's licence period.

b) The BBC will publish a release policy setting out the general approach it will take to requests for consent to exploit the clips and extracts of the programme commercially on television and online services in the UK during the BBC's licence period.

c) The BBC will publish the principles and guidelines it adopts from time to time when considering requests for consent to use the programme brand in connection with commercial websites, apps, and social media activity in or accessible from the UK, as referred to in section 4.3(2) below.

4. The BBC's standard contract

4.1

The BBC has published [here](#) its standard form of agreement to be used for commissioning individual independent producers in accordance with the Code of Practice and this Framework. If Pact believes that the BBC's standard form of agreement contains any terms which are inconsistent with the provisions of this Framework or the BBC Code of Practice, Pact shall be entitled to raise such complaint with the BBC's Controller of Rights, Legal & Business Affairs who shall discuss and agree with Pact any amendment to the BBC's standard agreement template that may be necessary to ensure consistency. Prior to making any substantive changes to the standard form agreement to be used for commissioning individual independent producers, the BBC will consult with Pact and will give good faith consideration to any comments raised by Pact to any proposed changes. For the avoidance of doubt, any change to the standard form of agreement which amounts to a change to the terms contained in the Framework can only be made with the agreement of Pact.

4.2

In the context of the Key Principles set out in paragraph 2 above, the provisions outlined below describe the standard position the BBC will adopt in its commissioning agreement with independent producers. However, as reflected in paragraph 6 below, these may need to be varied to reflect any changes to the standard provisions which both parties wish to make.

1. BBC licence period

The standard licence term granted to the BBC is 5 years from acceptance of full delivery of the programme, subject to any standard post-licence provisions set out in the standard form of

agreement referred to above (which at the date of signature of this Framework is General Term 26), and any agreed extensions.

2. The BBC’s public service on-demand offer

In exercising its public service rights, the BBC shall be entitled for the period from 7 days prior to the first linear broadcast of the Programme (‘the Preview’) and up to 30 days following the broadcast to use the Programme in any online, interactive television or other new media services forming part of the BBC Public Services in whatever format now known or invented in the future, which includes for the avoidance of doubt the right to:

a) temporarily download (the transfer and storage of a discrete data file) the Programme (or part thereof) by any wire or wireless means including but not limited to the internet and to permit temporary access thereto, viewing thereof and temporary storage of copies of the Programme so downloaded; and/or

b) include or license the Programme (or part thereof) for inclusion in a video-on-demand service or near-video-on-demand service;

Such on-demand use may be exercised with any BBC repeat broadcast, except for the Preview.

3. Exclusivity

The BBC shall be entitled to a period of exclusivity for the exercise of its rights before any commercial exploitation takes place, as follows:

	In the UK	Ex-UK
DVD/DTO	Day 1 following either (i) 1st exercise of the BBC Public Service Rights for programmes commissioned for BBC Three (or relevant episode, thereof), or 1st BBC TX or 7 days following first BBC Public Service use of the relevant episode for Programmes commissioned other than for BBC Three, or (ii) 6 months from acceptance of Full Delivery, whichever is the earlier	
Linear Television	In accordance with the <u>BBC’s Programme Release Policy</u> .	Day after either (i) 1st exercise of the BBC Public Service Rights of the relevant programme / episode commissioned for BBC Three, or 1st BBC TX or 7 days following first BBC Public Service use of the relevant programme / episode commissioned other than for BBC Three, or (ii) 6 months from acceptance of Full Delivery, whichever is the earlier.
Commercial VOD (including catch-up)		
Commercial Websites and Apps	<p>The BBC will be clear and transparent regarding its approach to consent, with the objective being to:</p> <ul style="list-style-type: none"> - enhance commercial opportunities for producers in the online environment, - ensure that the core public service propositions for the content are not undermined in the eyes of the licence fee payer and make it very clear to the audience what is provided by the licence fee funding, and what must be purchased or funded through commercial opportunities. <p>Consent will be granted in accordance with the published principles and guidelines that it adopts from time to time when considering</p>	

	requests for consent.
Library Sales	In accordance with the BBC's Library Sales Release Policy. Day after either (i) 1st exercise of the BBC Public Service Rights of the relevant programme / episode commissioned for BBC Three, or 1st BBC TX or 7 days following first BBC Public Service use of the relevant programme / episode commissioned other than for BBC Three, or (ii) 6 months from acceptance of Full Delivery, whichever is the earlier.
Merchandise/Books/Other	Day after either (i) 1st exercise of the BBC Public Service Rights of the relevant programme / episode commissioned for BBC Three, or (ii) 1st BBC tx or 7 days following first BBC Public Service use of the relevant programme / episode commissioned other than for BBC Three, or (iii) 6 months from acceptance of Full Delivery, whichever is the earlier but without prejudice to any pre-existing series exploitation).
Format Use	(a) New further programmes – commissioning right exclusive to BBC in UK during the BBC's recommissioning option BBC consent over foreign version into UK during BBC licence unless BBC recommissioning option has expired and another UK broadcaster has commissioned further programmes
Additional Material	In accordance with paragraph 8 below.

4. Intentionally deleted

5. Third party and producer investment into production and accounting of distribution revenues

a) In accounting to the BBC for its share of Net Revenue, the Producer shall ensure that the recoupment of any Agreed Recoupments shall occur in the order in which the revenue was received by the Producer (or its Distributor if the Distributor is reporting directly to the BBC) to ensure that the BBC's 25% entitlement to Net Revenue is applied to a fair and appropriate apportionment of the receipts, where the receipts relate to a combination of distribution rights attracting differing BBC back end shares as set out above. The Producer shall not knowingly do anything which might serve to undermine this principle and will ensure that its Distributor(s) also adhere to these principles. On a six (6) monthly basis, the Producer shall provide to the BBC a statement (from the Producer or its distributor as applicable) identifying sales agreed during the previous 6 months, by media, territory and date. The BBC and PACT shall produce some case study examples to show how these accounting principles will work in practice.

b) In reporting and accounting to the BBC its share of Net Revenue; Producers shall ensure that timely and clear statements are sent to the BBC every 6 months by the Producer or its appointed Distributor. These shall provide all necessary evidence for the gross revenue (even if none received) and any deductions; detail the appropriate BBC net share for the exploitation; and give totals for each title reported. The Producer will ensure that any Distributor is made aware of all relevant reporting obligations and the terms and value of any agreed recoupments.

6. Further use payments and right to renew

a) The number of uses covered by the primary rights licence fee depends on which services the programme is being used, and are as set out in the BBC Code of Practice; save that in relation to programmes commissioned for BBC Three, it is agreed that the uses covered by the Initial Fee as set out in Appendix 1 of the Code of Practice shall instead be one package of use comprised of 24x 30-

day windows on BBC Three and one transmission commencing either before 1800 or after 2235 on either BBC One or BBC Two, it being acknowledged that the intention is for the Programme to premiere online. If, within its licence period, the BBC wishes to make more uses of the programme than those covered by the primary rights licence fee, it may do so on payment to the independent producer as follows:

i. 2% of the primary rights licence fee paid for the relevant series or episode in order for the BBC to purchase an additional 'package' of use as specifically listed in the BBC Code of Practice, save that a purchase of Transmission Days on BBC Three shall not be made.

ii. When purchasing an additional BBC Two 'package', the payment described above shall be for one transmission on BBC Two. In relation to the other 'packages' as listed in the Code of Practice, the payment described shall be to replicate the number of transmissions stated in the package.

iii. If the Programme was commissioned for BBC Three when purchasing an additional BBC Three 'package' the payment described above shall be for either 6 x30-day windows on BBC Three, or one transmission commencing between 1800 and 2235 on either BBC One or BBC Two.

b) For the avoidance of doubt, for Programmes commissioned other than for BBC Three only, the BBC may elect at any time during its licence period which two packages it intends to use as part of the primary rights licence fee and the first BBC transmission of the programme includes the right to a free narrative repeat (meaning within 7 days of the original transmission) of the programme on the same or any digital BBC channel.

c) Under the BBC Code of Practice the BBC has the right to renew its licence for a further period of two years. If the BBC wishes to exercise this option it will make a payment of 2% of the primary rights licence fee as an advance against the further use payments set out above. Further extensions to the licence period can be mutually agreed on individually negotiated terms if this is acceptable to both parties. In the case of returning series, the BBC will have the opportunity to renew the exclusive licence for all previous series while the programme is still being commissioned (save that for any renewals beyond the first licence renewal (ie 7 years), the holdback relating to television sales by the independent producer in the UK shall be limited to public service broadcasters).

7. Share of revenue

The BBC shall be entitled to receive a standard share of back end revenue from all exploitation of the programme as follows:

a) For exploitation in the UK by way of linear television and commercial VOD during the BBC's licence period of rights released in accordance with the published Release Policy: 25%

b) For exploitation of DTO/permanent digital ownership rights in the UK during the BBC's licence period: 25%

c) For all other exploitation of the programme: 15%

8. Editorial Control and BBC guidelines

The BBC will have final editorial control over all BBC versions of programmes commissioned from independent producers including all associated online and interactive elements. All production and exploitation of all programmes will comply with applicable BBC guidelines.

9. Real Living Wage

Pact and the BBC agree that all production personnel directly engaged by a producer (or a company within the same group) working on the production and/or delivery of a programme are paid the real living wage. It is acknowledged that Pact will publish guidance ([here](#)) to assist producers in complying with this requirement provided that (a) the guidance and any future amendment is agreed between Pact and the BBC prior to publication; and (b) the guidance is provided such that it is available to all independent producers including non-Pact members.

4.3 Children's commissions

Pact and the BBC acknowledge that in relation to the commissioning of programmes for the BBC's children's channels, (a) the standard provisions set out in this framework shall apply and (b) that the BBC has included some updates to the release policy referred to in paragraph 3.2a) above specifically in respect of Children's commissions.

5. Funding

5.1

The agreed licence fee will be the fixed price the BBC will pay for the programme after good faith negotiations between the parties. The BBC will agree either to cash-flow the agreed licence fee according to agreed stage payments, or it will pay the agreed licence fee upon delivery. Pre-agreed stage payments are intended to remove the need in the majority of cases for detailed negotiation between the parties, whilst ensuring that they reflect the particular production schedule. Where staged payments are agreed, the stages will typically be as set out below. However, where the nature of the programme or the production schedule mean that these stages are inappropriate, the BBC and the independent will consider in good faith stages for cashflow that reflect the particular nature of the production whilst still retaining the two final 5% payments in respect of paper and tape delivery.

Standard stage payment	Entertainment	Drama	Factual
Receipt by BBC of signed agreement	15%	5%	15%
1st day of pre-production	10%	10%	10%
Commencement of Principle Photography	25%	20%	25%
Mid point of filming and viewing of rushes by BBC Editorial rep	20%	25%	N/A
1st day of Edit	10%	25%	20%
Approval of rough cut	N/A	N/A	10%
Approval of fine cut of episode 1	10%	5%	10%
Acceptance of Tape Delivery	5%	5%	5%
Acceptance of Physical Delivery (subject always to a cap of 100,000)	5%	5%	5%

5.2

Where the BBC proposes to pay the Licence Fee on delivery, the BBC will ensure that contract documentation has been established with a minimum of 2 reputable banks. In addition to the primary rights licence fee (but not relevant for the purposes of the section below entitled "Funding above the Primary Rights Licence Fee"), the BBC will pay for the actual costs of cash-flowing the primary rights licence fee (e.g interest, arrangement fees and legal fees) all of which have been pre-agreed with the BBC.

5.3

Pact and the BBC agree that the policy purpose of the UK Television Tax Relief (TTR) is to support the production of original UK content. This means that where part of the budget expenditure for a programme qualifies for TTR and the producer applies for it, the funds released from HMRC as a result are expected to be used to support UK production budgets. Both PACT and the BBC recognise that:

5.3.1

The BBC may take into consideration the potential availability of TTR when making its price offer for the programme. Having made its price offer, the BBC will not reduce (or increase) the price offered (or agreed), should the actual level of tax credit ultimately be more (or less) than anticipated by the parties or lead to a funding surplus or deficit for the production.

5.3.2

It is acknowledged that in most cases the Producer will be required to obtain a loan and or otherwise deficit finance the proposed TTR element of the programme budget funding (“the TTR Loan”).

5.3.3

It is acknowledged that the producer will be entitled to decide how any surplus TTR (being any TTR received by the Producer not required to discharge the TTR Loan and its associated costs) will be deployed towards the programme’s production costs or overspends and/or administrative costs incurred by the producer in applying for the tax credit or tax credit loan; and/or in respect of any other production or development work, priority being given to other contemporaneous BBC commissions and developments.

5.3.4

The Producer will warrant that the relevant TTR legislation is complied with and any surplus will be deployed for the stated policy purpose. Pact and/or the BBC will be entitled to request evidence from the producer regarding the application of any such surplus.

6. Evolving strategic initiatives

6.1

It is recognised by PACT and the BBC that the business framework outlined in this document will apply to as standard to programmes commissioned by the BBC. However, as reflected in the BBC Code of Practice, these standard arrangements do not preclude the BBC and an individual independent producer from concluding an agreement covering a different range of provisions from those outlined above, should they both wish to do so in order to deliver a specific and demonstrable strategic project(s). Any such variations to the standard business framework will be negotiated case by case by the BBC and the independent producer in good faith and with regard to the Key Principles outlined in section 2 above.

6.2

Examples of current BBC strategic projects include the BBC’s requirement for a broader set of public service rights in order to include a programme in the BBC’s ‘permanent collection’; or to meet BBC Learning’s strategic objectives online; or if a programme is commissioned for BBC Alba; or where the BBC agrees to assume specific commercial risks on behalf of the independent producer:

(i) *BBC Knowledge and Learning:*

The BBC may commission certain projects which are intended to feature in the BBC's public service Knowledge and learning online 'product' where a broader set of BBC Public Service Rights may need to be acquired, for example, in relation to the BBC's extract rights in such content.

(ii) Access to the programme archive:

The BBC is currently collaborating as part of a large and growing set of public archives made available by UK institutions, acting as an enabling force to link and support them in an increasingly connected public space. As part of this initiative, the BBC has been mandated by the BBC Trust to start building a 'permanent collection' of some of its past programmes for free streamed online access by anyone in the UK via the BBC's Public Services.

These would consist of content from the BBC's knowledge-building and culture archive, which collectively represents a national resource of unique cultural, historic and educational value. To give clarity to the market and to align with the BBC's Service Licence framework, the BBC intends to focus its audio-visual 'permanent collection' around the BBC Four service which places Knowledge and Culture at the heart of its offer to audiences.

The audience offer is anticipated to focus on the BBC Four "Collection Releases" which support major broadcast seasons and series. Selected new programming is included for permanent publication alongside complementary archive content (which could include content originally broadcast on other channels, radio, or digitised physical artefacts, as editorially relevant). A small number of selected BBC Four long-form programme strands may also be made available over time. Outside these anticipated areas, there may also be other limited occasions where the BBC and the independent producer agree for the BBC to provide the BBC UK audience access to content on a similar on-going basis.

(iii) BBC provision of production and/or financial support and/or other commercial risk sharing initiatives:

There may be certain occasions when negotiating a new commission where, in return for a variation to the standard framework, the BBC and the independent producer agree that the BBC will share or assume specific commercial risks associated with an individual commission. For example, the BBC may be willing to agree to provide support for the independent producer, such as to:

- fund the commission at a level above the primary rights licence fee;
- underwrite the risk of securing third party investment into a production;
- otherwise accept responsibility for a commercial risk on the project in a manner not applicable to the standard contractual position;
- provide access to business affairs/production expertise as a resource to the production.

7. Contracting talent

7.1

Independent producers will contract talent on the basis of the relevant collective agreements applicable to the independent television production sector and in accordance with standard industry practice.

7.2

PACT have agreed to consult the BBC in connection with any discussion that it may have to vary the provisions of any such collective agreement in any manner which may impact on the rights granted to the BBC in programmes it commissions (or has commissioned) from independent producers. PACT agrees to give good faith consideration to the BBC's views.

8. Additional Material

The provisions regarding Additional Material are set out in the Schedule below

9. SER Rights and Revenue

In accordance with the principle established in the BBC's *General Terms for the Production of Television Programmes by Independent Producers* introduced pursuant to the Terms of Trade agreed between PACT and the BBC on 30 July 2004, the licence granted to the BBC to exercise the SER Rights will continue to be subject to appropriate payment being made for such use. The BBC and PACT regard this right of the producer to remuneration for such retransmissions of commissioned productions as entitling AGICOA, the collecting society that during the period since July 2004 has represented holders of retransmission rights in acquired and commissioned television programmes included in the BBC television channels, to receive a share of the licence fees for such retransmissions received from the cable distribution platforms and as entitling the producer to claim a part of the revenues received by AGICOA.

The grant of SER Rights to the BBC on a royalty free basis under clause 12.1 of the General Terms means that no separate payment (other than payment of the Licence Fee) will be made to the producer by the BBC in respect of the exercise of those rights by the BBC. Separately, BBC Worldwide receives revenues in respect of such retransmissions of commissioned programmes, such revenues being in respect of the licensing of the rights of the BBC as the broadcaster in its channels of these programmes and of the other works included in them.

10. General

10.1

Where certain time periods are expressed in this Framework by reference to acceptance of 'full delivery', it is acknowledged that full delivery shall be deemed accepted after expiry of thirty (30) days from receipt by the BBC, unless notified otherwise (or accepted in writing) earlier.

10.2

In line with Clause 10 of the BBC Code of Practice, this Framework will be reviewed on a three-yearly basis.

Agreed on 16 October 2013 by:

John McVay
Chief Executive
Pact

Bal Samra
Commercial Director
BBC

Schedule Regarding Additional Material

1. Definition

"Additional Material" is material is based on or related to the Programme and/or the Format (as defined in the General Terms) to include, by way of example only, material such as out-takes, behind the scenes footage, cast interviews, biographies, mini-episodes, highlight packages, preview packages, clips, applications and non-disc based games designed primarily to support and/or enhance the public service Programme offering etc (for the avoidance of doubt, this is not intended to include disc based/high production value commercial game propositions or other Merchandising Rights).

2. Key principles

It is acknowledged that Additional Material is an integral part of the Programme, Format and brand in which the BBC is investing. Accordingly, the provisions below relating to the use of such Additional Material are designed to reflect the key principles regarding the rights in the Programme including with regard to the BBC's exclusivity in the UK.

All exploitation of Additional Material and Programme clips must comply with the BBC Guidelines, carry appropriate BBC branding and adhere to any relevant compliance requirements (programme compliance, legal and regulatory compliance etc) for so long as the BBC is commissioning the Programme and/or has a subsisting re-commissioning right in the Programme.

3. Production and exploitation of Additional Material

The independent producer is entitled to create Additional Material subject to the overarching principles set out below:

3.1

If the independent producer creates Additional Material, it may exploit the Additional Material in the manner set out in paragraph 4 below.

3.2

Whilst the BBC has a subsisting re-commissioning right in the Programme:

1. the independent producer must secure the BBC's prior written consent in relation to any use or exploitation of the Additional Material in the UK other than as set out in paragraph 4 below; and
2. the BBC has the sole and exclusive option to commission, use and/or exploit Additional Material subject only to the independent producer's rights under paragraph 4 below.

3.3

If the BBC wishes to exercise such option:

1. The relevant material would be commissioned and/or licensed for a separate licence fee to be agreed between the parties, and calculated by reference to the additional and reasonable costs of production. If the independent producer does not have the relevant technical expertise itself to produce the Additional Material and/or provide the necessary warranties, the parties shall identify in good faith a solution to enable the BBC to commission or license such Additional Material from the independent producer (which might include, for example, the independent producer sub-licencing or sub-contracting parts of the commission to third parties or to the BBC).

2. The terms to apply to the exercise of such option and the rights granted to the BBC will be negotiated on a case by case basis, but for the avoidance of doubt, shall not be for any period shorter than the licence period in the Programme, and shall as a minimum include the right to use the Additional Material on any of the BBC's public services in the UK.

3.4

Accordingly, it is acknowledged that:

1. the independent producer should discuss its proposals and ideas to produce Additional Material with the BBC at the earliest opportunity and before investing its own resource in Additional Material propositions;
2. it is in both parties' interests for the BBC to communicate its intention to commission and/or license the Additional Material as early as possible in the Programme commissioning/production process and the BBC encourages independent producers to include any proposals for Additional Material as part of the proposal for the overall Programme commission;
3. should the BBC decide not to exercise its option under paragraph 3.2(b) above, the BBC will grant written consent under paragraph 3.2(a) above, provided that in the BBC's sole discretion, the BBC's public service offering in connection with the Programme and/or Additional Material is not thereby compromised, confused or undermined with regards to the audience.

4. Use of Additional Material by the independent producer

Whether or not the BBC commissions or licences Additional Material as referred to in paragraph 3 above, the independent producer may, with prior notification to the BBC, exploit Additional Material in the following manner:

4.1

as part of the exploitation of the DVD and Commercial Download Rights in the Programme in accordance with the General Terms; and

4.2

as part of any permitted Programme sale to the UK secondary television and video-on-demand market in accordance with the BBC's Programme Release Policy; and

4.3

as part of any international Programme exploitation (i.e. outside the UK) in accordance with the General Terms.

5. Commercial Exploitation of Programme Clips

5.1

Programme Clips for Permanent Download-to-Own e.g. clips for sale to mobiles or other handheld devices:

The independent producer may sell Programme clips to end users (either itself or through its authorised licensees), provided that the end user is not able to access such clips from any service operated by any other public service broadcaster and/or its affiliated/subsidiary services or companies, by way of permanent download-to-own in the same way as it may exercise the

Commercial Download Rights in the whole Programme (or episode thereof) as set out in the General Terms (including, for the avoidance of doubt, the provisions relating to the accounting for the BBC's share of Net Revenue), subject to the following restrictions on volume:

1. The Programme clip(s) shall be no longer than 5 minutes in total per 30 mins of Programme or episode running time (i.e. for example, in relation to a 30 minute episode you could have 2 clips of 2 minutes in length and 1 of one minute; or 1 clip of 4 minutes); and
2. Subject to the 5 minute limit above, any individual comedy clip cannot exceed 2 minutes in length; and
3. In each instance the BBC's specific consent is required in relation to Children's programmes, NHU programmes, and serious factual programmes where the BBC's Licence Fee is more than £200,000 per hour.

("Clip Restrictions").

Where the independent producer is selling Programme clips as set out above, it is entitled to make available via a free stream to the end user a preview of the Programme Clip of no more than 20 seconds.

5.2

Programme clips commercialised in any other manner (i.e. excluding permanent download-to-own) e.g. making Programme clips available for streaming at no cost to the end user via a website carrying advertising:

The independent producer may make Programme clips commercially available for these purposes subject only to

- (a) the Clip Restrictions outlined in paragraph 5.1 above, and
- b) after the period of 6 months from the BBC's first transmission of the last episode of the Programme; and
- c) payment of 25% of the Net Revenue deriving from such exploitation to the BBC

Unless such restrictions are otherwise relaxed by the BBC as part of granting a consent as referred to in paragraph 3.2 of the Business Framework.

5.3

For the avoidance of doubt, the use or exploitation by the independent producer of clips comprising Additional Material is set out in paragraph 3.2 above.

Standard programme production agreement

The BBC's standard form of agreement for commissioning independent production companies (sometimes referred to as the PPA) covers:

- Special terms
- General terms
- The Commissioning specification
- Delivery items
- Facilities house letter

- Excerpt from charter
- Trade mark schedule

Download the latest Special terms and General terms:

- **[Sample standard streamlined Special terms May 2017 \(PDF\)](#)**
- **[Associated General terms July 2017 \(PDF\)](#)**

See the **[A - Z](#)** to download previous versions of the General terms and Special terms and all other items referred to above.

Commissioning specification

The Commissioning specification includes:

- Editorial specification
- Creative brief
- Production brief
- Key approvals
- Production account
- Delivery and technical requirements
- Training requirements

[Download a sample Commissioning specification \(Word\)](#)

The Commissioning specification needs to be completed in consultation with the BBC commissioning executive and the business affairs manager as early as possible during discussions (even at the development stage) in order to inform discussions between the independent production company and the BBC as to the licence fee. It is important to set out in the document the production detail, any assumptions as well as the editorial vision for the programme as accurately as possible as the specification will be included in the Programme production agreement and form part of the independent production company's legal obligations to the BBC.

All boxes and sections of the document should be completed, however, it may be that some points cannot be agreed at the point of signature in which case "to be agreed" should be inserted and these details must be finalised with the BBC as soon as possible within the agreed licence fee. Other points may not be relevant to the particular production as the Commissioning specification is designed to accommodate a wide variety of genres and types of productions. "Not applicable" should be added to such sections.

Please consider any proposals for the production or production material to be used on the BBC's Public Service "new media" platforms to enhance the core editorial proposition for the programme. Any relevant details should be included in a separate document, called Schedule 9, which will also form part of the final contract.

Please note that once agreed and signed by the production and the BBC the Commissioning specification cannot be varied in any way without the independent producer or the BBC's written consent.

Key agreements will be indicated in the Key approvals section (section 4) and prior approval of the terms of these agreements by the BBC will be required.

The production must deliver the programme in accordance with the Commissioning specification on or before the agreed delivery date set out in the Commissioning specification. Failure to deliver the programme by this date will mean that the company is in breach of the Programme production agreement.

If there is any doubt over the ability to deliver a programme on time the BBC should be alerted at the earliest opportunity. Any changes to the delivery date must be pre-agreed with the BBC in writing.

Please see the [delivery timeline](#) for a full list of the assets to be delivered as part of a standard BBC programme commission.

Policies

There are a number of policies a production must conform to including the [Programme release policy](#) and the [Library sales and holdback release policy](#).

See the [Policies page](#) for full details.

BBC Store

Download previous versions of the Store clearance manual from the [A-Z page](#).

Visit the [Archives, rights and clearances page](#) for information about clearances.

Schedule of residuals

The Schedule of residuals lists all the writers, contributors, copyright material and music to be referenced for any repeat fees. It should be emailed to the [BBC programme delivery contact](#) and password protected with the password emailed separately.

For English Regions, please email the form to the BBC business affairs contact, the BBC programme delivery contact and Erp4a@bbc.co.uk.

[Download the Schedule of residuals \(Excel\)](#)

See the [Archives, rights and clearances section](#) for more information about clearances.

Programme prices and tariff ranges

The price the BBC pays for a programme is determined by a number of factors including:

- The expected budget of the programme
- The value of the programme to the schedule
- The level of up-front third party investment, if any, that the programme could reasonably expect to attract in the marketplace
- The price will include a production fee paid to the independent producer in line with the Terms of trade
- The price will be inclusive of any development funding paid by the BBC on a programme

[Download information about programme prices and tariff ranges \(PDF\)](#).

[Download information about BBC Children's \(CBBC and CBeebies\) tariff ranges \(PDF\)](#).

Contact with BBC legal and rights teams

Relying on advice from the BBC

Please note that it is your company's responsibility to ensure that the programme complies with all the legal requirements as set out in the General terms. Nevertheless, the nature of your programme may mean that during production you come into contact with one (or more) of the BBC's internal legal or rights departments through your commissioning executive or business affairs manager.

Please note that any guidance or opinion given by such internal departments is for the BBC's own purposes and should not be taken to constitute legal advice to your company. Any reliance that you may choose to place on any such opinion or guidance shall not, unless specifically agreed in writing by the BBC, be deemed to waive your obligations or warranties under the terms of your Programme production agreement.

Maintaining legal privilege

Please also note that when legal advice is provided in connection with a programme it is normally confidential and protected from having to be disclosed to third parties by what is known as 'legal advice privilege'. This 'privilege' is an important safeguard which may be unintentionally lost or waived in certain circumstances, including when the advice is communicated to someone who is not the lawyer's 'client', unless certain measures are put in place.

In this case, the 'client' of the relevant legal department is the BBC and, in most cases, advice will be provided direct to the BBC's commissioning executive or business affairs representative for the programme in question. However, it is recognised that, because of the nature of your commission from the BBC, you may share a common interest in the subject matter of such advice and it may be appropriate in certain circumstances for that advice to be shared with you or occasionally provided to you direct, even though you are not the client.

It is important therefore for the BBC to ensure that there is no waiver of legal advice privilege as a result of this. Accordingly, please note that any such advice which is shared with you or provided directly to you is done without waiving your obligations or warranties as mentioned above (unless agreed otherwise in writing) and is done strictly subject to the following terms:

- That any such advice is privileged legal advice and the benefit of that privilege belongs to the BBC as the disclosing party.
- That the provision of such advice does not amount to any waiver of privilege on the part of the BBC.
- That any such advice is provided in strict confidence and will be held by you in strict confidence and may not be disclosed by you to any third parties without the express written consent of the BBC (save as required by law or regulation).

Appendix 2

COMMISSIONING SPECIFICATION

1. Editorial Specification

Production Company	[]																																												
Working Title	[]																																												
Series Number																																													
Delivery Date (time being of the essence)	xx/xx/20xx NB see Section 6 below for full delivery details																																												
Genre <i>Please select genre and sub genre if appropriate</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">GENRE</th> <th style="width: 30%;">COMMISSIONING DEPARTMENT</th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Drama</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Ents</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Comedy</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Factual</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Daytime</td> <td><input type="checkbox"/></td> <td>Ents</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>Factual</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Children's</td> <td><input type="checkbox"/></td> <td>Drama</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>Fact-Ent</td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td></td> <td>Pre-school</td> <td><input type="checkbox"/></td> </tr> <tr> <td>News</td> <td><input type="checkbox"/></td> <td></td> <td></td> </tr> </tbody> </table>	GENRE	COMMISSIONING DEPARTMENT			Drama	<input type="checkbox"/>			Ents	<input type="checkbox"/>			Comedy	<input type="checkbox"/>			Factual	<input type="checkbox"/>			Daytime	<input type="checkbox"/>	Ents	<input type="checkbox"/>			Factual	<input type="checkbox"/>	Children's	<input type="checkbox"/>	Drama	<input type="checkbox"/>			Fact-Ent	<input type="checkbox"/>			Pre-school	<input type="checkbox"/>	News	<input type="checkbox"/>		
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News	<input type="checkbox"/>																																												
Co production partners (if known) and any editorial requirements																																													
No of Eps x Duration (including opening and closing credits)	[Eps_dur] In accordance with the applicable BBC Guidelines: http://www.bbc.co.uk/commissioning/tv/production/articles/technical-requirements http://www.bbc.co.uk/commissioning/tv/production/articles/credits-branding-trademarks																																												
Pre/post watershed (delete as appropriate)	Pre watershed / Post watershed																																												
Format/ Style <i>Drama – series/ serial/ single/ 2 parter/ Event</i> <i>Ents – studio show/ single camera loc/ multi camera loc</i>	CATEGORY																																												

Factual - Ob doc, drama doc, factual entertainment, authored film etc		
Topicality Please specify any relevant tie-ins: e.g exhibitions, book launches, DVD releases, anniversary etc		Topical <input type="checkbox"/> Non Topical <input type="checkbox"/> Tie ins details <input type="checkbox"/>
Editorial Brief / Synopsis (include target age group if applicable)	[synopsis]	
Editorial compliance considerations Potential editorial issues relating to compliance with the BBC Editorial Guidelines that either will or may foreseeably arise in connection with the Programme, and how these will be addressed, following discussions ¹ between the Producer and the BBC Editorial Representative:		[None] [Brief details]
Does on-screen talent (or their agent) have an ownership or management relationship with the Producer?		Yes / No
BBC Managed Risk Programme List		[Not Applicable] [Programme to be included on the BBC Managed Risk Programme List – include brief details]
Are any sources of finance for the production of the Programme covered by the <u>BBC policy on location and production incentives for independent productions</u>		[Y] [N] [Anticipated] [Not anticipated]
Please confirm that the person who signs this Commissioning Specification is also the person within the company who is, or would be, responsible for ensuring compliance with this policy (whether any such funding is anticipated upon commission of the Programme, or becomes identified at a later point prior to delivery of the Programme).		[Y]
If not, please provide the name of the person who is taking such responsibility.		[name of alternative company executive who is taking responsibility]
Health and Safety BBC Health and Safety approval and risk level:		To be completed by BBC Period of approval: 3 years expiring on [] Risk level assigned: Standard
Did significant accidents or incidents (for example those defined by RIDDOR or similar) arise during any previous production for the BBC?		Yes / No [if yes please give details including what action has been taken]
Working excessive hours often contributes to stress and accidents, particularly if coupled with driving. Do you anticipate long working hours on this production, and if so how will you mitigate against this?		
Please confirm if this production involves any <u>Hazardous Activities</u>		Yes / No [if yes please give details and contact BBC Safety]

¹ As recorded in full in separate notes kept by both the Producer and the BBC Editorial Representative

<p>Please indicate whether the production involves travel to a Hostile Environment (HE) or other <u>High Risk</u>? If high risk and/or an HE, please email the BBC High Risk Team safetyhighrisk@bbc.co.uk</p>	<p>N/A or [insert name of member of BBC High Risk Team</p>
<p>Name of person responsible for Health and Safety on this production/series</p>	

<p>Which individual or company is the competent source of advice for the Producer in relation to health and safety on this production and what is their qualifications/experience?</p> <p>NB - Please include their contact details, qualifications and/or experience.</p>	
<p>Sustainability Considering our environmental impact and transitioning to sustainable ways of working is very important to the BBC. To enable this transition, Pact and the BBC have agreed to make the completion of a carbon footprint report a mandatory requirement for all productions commissioned by BBC Content, (Programmes with a PRLF less than £50,000 and/or under 15 minutes in duration are exempt)</p> <p>If you are not yet signed up to Albert and/or need assistance, please check http://www.bbc.co.uk/commissioning/tv/production/articles/production-resources or contact albert@bbc.co.uk.</p>	<p>Is this programme exempt from completing a carbon footprint?</p> <p>[Yes/No]</p> <p>If no, please state if Albert Calculator or Albert Certification will be completed:</p> <p>[Calculator/Certification]</p>

2. Creative Brief

	Brief
Writer Brief	<ul style="list-style-type: none"> - Single writer/ co-writers / team writing - Approved Scripts - date of accepted draft
Directorial Brief	All relevant creative information <ul style="list-style-type: none"> - Style of direction, etc
Design Brief	Set/fx/ props – standard high
General Casting Brief	<ul style="list-style-type: none"> - Casting aspirations (Stars high/low, new talent), - Number of Core Cast - Number of guest parts per episode - On-screen portrayal - No. of Extras - Accents - Child Talent, please specify
<p>Diversity & Inclusion Diverse representation on and off screen is extremely important to the BBC. By ‘diversity’ we mean reflecting modern Britain in all its cultural, social, age, gender and geographical richness as well as ensuring representation of disabled people and ethnic minorities. (Diversity to be reflected where editorially and/or practicably possible.)</p> <p>Does your company have a Diversity & Inclusion Policy?</p>	<p>Yes</p> <p>Please note that we expect ALL BBC suppliers to have a Diversity and Inclusion Policy by the 31st of December 2016.</p> <p>If you do not currently have a policy, a template is available from the Creative Diversity Network (CDN), here: http://creativitydiversitynetwork.com/resource/template-equality-and-diversity-policy/</p>

Has a formal conversation about Diversity on this programme/series taken place between the Executive Producer(s) and Commissioning Editor (and as required, supported by the BBC Diversity & Disability experts) to help address under-representation and/or the BBC's aims to promote Diversity detailed in the <u>BBC Content Diversity & Inclusion Commissioning Guidelines:</u> a) On Screen: b) Off Screen:	
Music Brief	All Creative information inc Recordings or Source music (Must be clearable for use on bbc.co.uk)
Period / contemporary	
Adaptation / original	

3. Production Brief:

i) Pre-Production

Pre-production	1st Day	Last Day
Length and nature of total pre-production (in weeks)		

ii) Production

Filming type	Single-camera	Studio	Location
	Multi camera	<input type="checkbox"/>	<input type="checkbox"/>
	Two camera shoots	<input type="checkbox"/>	<input type="checkbox"/>
	Pre-recorded	<input type="checkbox"/>	<input type="checkbox"/>
	Live	<input type="checkbox"/>	<input type="checkbox"/>
	As-live	<input type="checkbox"/>	<input type="checkbox"/>
	Other- please specify		
Secret Filming	Yes / No		
Hidden Camera	Yes / No		
Use of CCTV	Yes / No		
Inserts – pre-existing programmes or specially shot VT	London / Non-London Minutes per show / percentage		

Videotape/film	DV Digi HD Super 16mm Other - please specify :	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Geographical location of filming	UK London based (within M25) Non-London based Fixed location Name/s of Location/s (if known)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____
	Foreign Filming Country No of Days Hostile Environment - Mandatory Health & Safety Approval Visa required Yes / No	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Principal Photography	1 st Day	Last Day
Studio to Location Ratio	Number of days on location Number days in Studio	Per Ep. <input type="checkbox"/> <input type="checkbox"/>
No. of Shooting Blocks		Total <input type="checkbox"/> <input type="checkbox"/>
Telephony services	Details: Service Provider: _____ Employee responsible for the operation of the telephony services within the programme in accordance with the production agreement and BBC Guidelines:	
Other technical requirements <i>Please provide details</i>	Satellite links Online Other Details	Yes / No Yes / No Yes / No
Prize funds for Quiz or Game Show		
Archive	Type and Amount	
Special Effects	[Range and scale of effects]	
Stunts	[Range and scale]	
Other specific production elements (if any)		

Any additional insurance required	
--	--

iii) Post Production

Post production	1st Day	Last Day
Post Production Brief	All relevant creative information, to include name of Laboratory / Facilities House / Sound recording studios/ as appropriate - Style of cut/edit - Vis fx/additional requirements/animation - Grading / On-line	
Title Sequence	To include designer/style/length/ etc	
Graphics & subtitling	Amount & type	
CGI and visual special effects		
Recaps & Teasers		

	No. of days where applicable	Dates	Proposed BBC Executive viewing dates inc. sign off
Off-line			
On-line			
Grade			
Dub			

4. Key Approvals:

The BBC requires approval of the identity and/ or the agreements of the following:

	Name	Key Agreement (the terms of which must be approved by the BBC in accordance with Key Terms 6.4)
Format owner		
Key On-Screen Talent To be approved by BBC if not BBC/Equity or PACT/Equity standard, as amended		
Presenter(s)		

Writer(s) To be approved by BBC if not BBC/WGGB or PACT/WGGB standard, as amended under special term 3.2		
Key Advisor(s)/ Consultant(s)		
Key Contributor(s)		
Director(s)		
Composer(s)		
Narrator (s)/ Voiceover(s)		
Source material		
Executive Producer(s) NB In the event any on-screen talent is acting as an Executive Producer or if an Executive Producer represents on-screen talent, the Producer must comply with the BBC's Executive Producer policy detailed on the Commissioning Website; http://www.bbc.co.uk/commissioning/tv/production/articles/credits-branding-trademarks#executive-producer-policy		
Series Producer(s)		
Producer(s)		
Director(s) of Photography		
Access / Location(s)		If the <u>BBC Guidelines for Negotiating Access Arrangements by Independent Producers</u> cannot be met, the agreement must be approved by the BBC before signature.
Telephony Service Provider		
Only required in	Publicist(s)	
	Associate/Line/Co-producer(s)	
	Production Supervisor(s)/Manager(s)	
	Production Accountant(s)	

exceptional cases:			
	First Assistant Director(s)		
	Casting Director(s)		
	Production Designer(s)		
	Costume Designer(s)		
	Make Up Designer(s)		
	Editor(s)		
	Script Editor(s)		
	Child Contributor(s)		
	Key post production		
Other			

<p>Data Protection Please identify Personal Data that the Producer will collect specifically for the purpose of making the Programme.</p> <p>Please identify if the production will involve:</p> <ul style="list-style-type: none"> - a high volume of audience interaction; or - the processing of high risk or sensitive personal data (for example health data, children’s data, criminal conviction data, financial data, political or religious data) <p>In relation to this Personal Data please identify which individual is responsible for data security on the project and for ensuring that the production team are familiar with the pan-industry data security guidelines</p>	<p>[eg Personal Data relating to contestants or potential contestants]</p> <p>Yes / No [if yes please give details]</p> <p>Name: <input type="text"/></p>
<p>Subject to the General Terms 5.12-5.16 (if applicable) the Producer is the Data Controller of the Personal Data unless an alternative arrangement is set out here.</p> <p>In accordance with Data Protection legislation the Producer shall ensure that the contributors and staff involved in making the Programme will be provided with the necessary Privacy Notice regarding use of their data as required by Data Protection legislation.</p>	<p>[set out here any alternative arrangement specific to this production]</p> <p>[If required, set out here conditions the Producer must comply with in relation to Personal Data if not the Data Controller]</p>

<p>Will any children or young people be present or otherwise involved during production?</p> <p>If answer is either [Yes] or [Potentially]; please ensure you are aware of the <u>BBC's guidance</u> and complete the following sections (a) – (d)</p> <p>Online training courses: 'Working with Children 2015' and 'Informed Consent' are available from the BBC Academy: please speak to your Business Affairs contact for access.</p>	<p>[No²]</p> <p>[Yes – supply details:]</p> <p>[Potentially – supply details:]</p>
<p>(a) Please confirm the name of the company officer responsible for the welfare of any children present or otherwise involved with this Programme</p>	<p>[Name] [N/A]</p>
<p>(b) Please confirm that all Production Personnel who will come into contact with the children/young people are or will be familiar with the <u>BBC's Child Protection Policy</u> and with the <i>BBC Editorial Guidelines Section 9: Children and Young People as Contributors</i></p>	<p>[Confirmed] [N/A]</p> <p>For any queries regarding the BBC's Child Protection Policy please contact your BBC Editorial Representative.</p>
<p>(c) If either:</p> <ul style="list-style-type: none"> - during the editorial compliance discussions outlined above it is agreed to hold a separate compliance meeting; and/or - during the course of production, activities affecting compliance occur and were unknown at the time of the earlier compliance discussion(s), the Producer will raise these with the BBC Executive Producer <p>any actions or measures agreed to be taken shall form part of this Agreement.</p>	<p>[Agreed to hold separate compliance meeting/discussion as follows: In attendance: Date:]</p>
<p>(d) Child Licensing (where applicable to the Programme) Please confirm that the person who signs this Commissioning Specification is also the person within the company who is responsible for ensuring compliance with the Children (Performances) Regulations 1968 (as amended), and if not, please provide the name of the person who is taking such responsibility.</p>	<p>[N/A] OR [Confirmed] OR [Alternative name]</p>

5. The Production Account

<p>Bank</p>	
<p>Branch</p>	

² If the position changes during production, the steps outlined if the response had been 'Yes' or Potentially must be followed in discussion with the BBC Editorial Representative.

Name of Account	
Account Number	
Sort Code	

6. Delivery and technical Requirements

Rushes (<i>if applicable</i>)	Name of BBC executive rushes are to be sent to and frequency
Delivery date for other technical requirements	On-line / interactive elements
Delivery Format (in accordance with details on Delivery Schedule)	File Delivery
Widescreen Requirements: Is there anything not widescreen?	[N/A]
Programme Stills	<p>Publicity Stills:</p> <p>You are required to deliver:</p> <ul style="list-style-type: none"> - 20 iconic images that best represent the whole series and, - for each episode, 20 further stills of key scenes/characters <p>Any extras may be of use to BBC online so please do not discard them.</p> <p>It may be that the BBC only requires five iconic images and five further stills per episode. Please contact BBCPictureDesk@bbc.co.uk for confirmation of the number of images you should provide and any further queries. Children's productions should contact BBC Picture desk in the first instance. Nations and Regions productions should contact the press office of the Nation or Region concerned.</p> <p>Programme stills must be delivered no later than 10 working days prior to the Delivery Date. The nature of the Programme may mean that this timescale is unrealistic, in which case please discuss and agree an alternative with the BBC.</p> <p>All stills must conform to the BBC's picture guidelines:</p> <ul style="list-style-type: none"> - BBC Pictures' guide to Publicity stills - Pictures compliance guidance note <p>Please deliver a combination of landscape and portrait format images and include a caption list in accordance</p>

	<p>with the BBC's <u>Publicity Stills caption list</u>.</p> <p>All stills provided to the BBC must be shot to a professional standard in a combination of landscape and portrait formats and delivered in digital format at as high a resolution as possible - ideally JPEGs at 35Mb 300 dpi. Screen grabs are not acceptable unless agreed beforehand and in exceptional circumstances.</p> <p>The copyright of all the images including any archive material and logo/title card delivered must be cleared so that the BBC has the right to distribute the images as part of the non-commercial publicity and promotional material relating to the Programme only in any media, including use on all the various BBC multiplatform public services.</p>
<p>Promotional preview copy</p>	<p>Full programmes should be uploaded directly to the BBC Previews website to an FTP account using software such as Filezilla or similar:</p> <p>File type: MP4 Compression/Codec: H.264 Data Rate: Minimum 750kbps - Maximum 1 Mbps. Sound: MPEG-4 AAC, Stereo, Auto, maximum 160kbps (or other compatible MPEG-4 audio) Frame Size: Must be 16/9 – 640 x 360 Enable 'Fast streaming'/'fast start'/'quick streaming'</p> <p>For more information and for any queries regarding delivery please contact the team at previews.unit@bbc.co.uk</p>
<p>Clips of the Programme</p> <p>ONE clip per episode ONE clip for the whole series</p> <p>A .mov file or DVD with timecodes (and also guiding lines) for the clips</p>	<p>The clips are to be used principally for promotional purposes such as the purposes of online listings and audience navigation applications. Accordingly, the content should present the key moment or essence of the episode/series to capture the interest of a potential viewer, and should be fully cleared and approved by the BBC Editorial Representative.</p> <p>Metadata with the clips title, short and longer descriptions</p> <p>Clip compliance form signed off by the BBC Exec, Series Producer or Producer</p> <p>To be sent to Short Form Video Team: shortformvideoteam@bbc.co.uk</p> <p>Find details of <u>programme website clip length and contents</u>, or as otherwise directed by your Business</p>

	Affairs contact.
Production Credit Position: Same card as the Copyright Notice or such other position as may be advised by the BBC Size: The size of the Production Credit and the Producer's company logo (if any) shall be determined in accordance with the BBC's Credit and Branding Guidelines for BBC television programmes and for Radio Times (set out on the BBC Commissioning Website)	"A [] PRODUCTION FOR BBC" (such credit to include the BBC's Corporate Logo or such other notice as may be advised by the BBC)
Credits	Refer to http://www.bbc.co.uk/commissioning/tv/production/articles/credits-branding-trademarks for BBC guidelines
Special Credit Requirements:	[BBC Editorial Representative to be credited as 'Executive Producer for the BBC']
Copyright Notice	CopyrightNotice [Year]
Stages for Progress Reporting:	[As set out in the Cashflow in the Special Terms]

[7. Regional Production]

Regional Production Criteria	Ofcom Macro Region
A. Substantive business and production base. ise will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personal involved in seeking programme commissions)	<i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales Scotland]</i>
B. Location of production budget spend To qualify towards the criteria for a Regional Production at least 70% of the production budget (excluding the cost of on-screen talent, archive material and copyright costs) must be spent in the UK outside the M25.	<i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales Scotland]</i>
C Location of production talent spend To qualify towards the criteria for a Regional Production at least 50% of the production talent (i.e not on-screen talent) by cost must have their usual place of employment in the UK outside the M25. Freelancers without a usual place of employment outside the M25 will nonetheless count for this purpose if they live outside the M25	<i>[Within M25 South of England Midlands and East Anglia North of England Various Out of London Northern Ireland Wales]</i>

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

Print name:

Job title:

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

Print name:

Job title:

Appendix 3

Follows on next page

Independent and Regional Production OFCOM Compliance Form

Strand/Programme Title*		
Programme / Series ID		
UIDs / Episode IDs		
Transmission Channel*	No of Episodes*	
ATS date (if known)		

*Compulsory Field

This form is essential to prove compliance with external regulation monitored by OFCOM. Please complete and submit urgently.

Any subsequent changes should be resubmitted promptly on a new form, clearly marked as revised.

Use one form per series, unless individual episodes within a series have different values

Part 1 Independent Quota Qualification

		Type in the box, or click cell and select from drop-down menu
1	Is the Programme a BBC Commission? (or a BBC co-commission)	
2	Is the BBC funding under 25% of the production?	
3	Is this programme made by an Independent Producer?	
4	Name and Address of Independent Producer: The address entered here will be used as the substantive base of the business in Part 2 below	
5	Was the Independent Producer contractually required to use BBC resources?	

Part 2 Regional Quota Qualification

		Type in the box, or click cell and select from drop-down menu
1	Is the programme of foreign production? (ie. fulfils 2 out of 3 of the following criteria): 1. production location (ie the location of the base actually managing the production) is not in the UK. 2. more than 50% of the budget (excl onscreen talent, copyright) is spent outside UK 3. more than 50% of the talent (excl onscreen talent) are usually employed outside the UK	
2	Enter the substantive base. (a base will be taken as substantive if it's the usual place of employment of execs managing the regional business, of senior personnel involved in the relevant production and of senior personnel involved in seeking programme commissions. It should match the address of the production department, or indie address given above.)	
3	If at least 70% of the production budget is: (i) spent outside the M25 in one region, enter the region. (ii) spent outside the M25 in various regions, enter "Multi-Region" Otherwise enter "LONDON"	
4	If at least 50% of production talent by cost have their usual place of employment: (i) outside the M25 in one region, enter the region. (ii) outside the M25 in various regions, enter "Multi-Region" Otherwise enter "LONDON"	

OFCOM REGION <small>This is calculated automatically. Please press F9. Mac users press Cmd + =</small>	0
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Part 3 EU Compliance

		Type in the box.
Which Country is the programme maker based in?		

Part 4 Your Details

Position:	
Print Name:	
Telephone:	
Date:	

Please e-mail this form to:

I & RP Ofcom Compliance
I&RPOfcomCompliance@bbc.co.uk

For archiving purposes, please attach only one form per email.