

# **BBC 7**

An Agreement between the BBC and:

The Authors' Agents Association

The Personal Managers' Association

The Publishers' Association

The Society of Authors

The Writers' Guild of Great Britain

**Dated 15th January 2007**

## BBC7 AGREEMENT

### 1. Introduction

1.1 BBC7 is a speech-based BBC public service digital radio channel broadcasting programmes from the BBC Radio programme library as well as programmes specially commissioned or acquired for BBC7 featuring in particular; drama and readings, comedy and children's programmes.

1.2 This agreement replaces a previous agreement which expires on 15<sup>th</sup> December 2006 relating to the use on BBC7 of any literary and dramatic script and source work contributions ("Contributions") included in programmes within the BBC Radio programme library.

1.3 For the purposes of this agreement the BBC Radio programme library ("the Radio Programme Library ") is the BBC's library of programmes which have been broadcast on another BBC Radio service prior to the first transmission of the programme on BBC7.

1.4 For the avoidance of doubt:

- This agreement covers the Radio Programme Library and does not cover the script for new programmes specially commissioned for BBC7
- It does now cover new programmes making use of Contributions in programme extracts from the Radio Programme Library (but not the script for the new programme which will be commissioned as set out below)
- The BBC has revised the Radio Drama Agreement and is revising all other relevant literary and dramatic copyright radio agreements to make specific provision for the commissioning of radio programmes for BBC7 and for secondary use of new radio programmes first commissioned for another BBC radio channel on BBC7. The terms of this agreement will not apply to any literary and dramatic copyright contributions made or used under such revised agreements.

1.5 This agreement relates to the availability of BBC7 by all means of digital transmission including simultaneous streaming of programmes and including making programmes transmitted on BBC7 available for access by the public by means of electronic transmission for audio on demand, for a period of up to 14 days following a transmission of the programme on BBC7.

1.6 The agreement is between:

1.6.1 the BBC and,

1.6.2 the Authors' Agents Association ("AAA"), the Personal Managers' Association ("PMA"), the Society of Authors ("SoA"), the Publishers'

Association ("PA") and the Writers' Guild of Great Britain ("WGGB") referred to together as "the Owners' Representatives".

## **2. Objective**

2.1 This agreement sets out a basis for the use of Contributions from the Radio Programme Library which are included in programmes broadcast on BBC7 that is acceptable to the BBC and to the Owners' Representatives, taking into account the unique requirements of BBC7 and the interests of individual copyright-owners. Accordingly, the BBC will seek consent to the use of Contributions on BBC7 on these terms and the Owners' Representatives will both endorse these terms and actively promote acceptance of these terms by their members and/or clients.

## **3. Permission**

3.1 Permission to use Contributions from the Radio Programme Library included in programmes intended for broadcast on BBC7 will be sought by the BBC from the relevant copyright-owners on an individual basis.

3.2 Permission will be sought and consent obtained on a once-only basis from each individual copyright-owner for the use on BBC7 of all the programmes in the BBC Radio Programme Library to which they have made a Contribution.

3.3 Permission obtained from each individual copyright-holder on the basis set out in 3.1 and 3.2 will remain effective subject to the terms of this agreement, including any subsequent amendments and to the terms of any successor agreement being in force.

3.4 Permission will be sought to use Contributions included in programmes from the Radio Programme Library for transmission on BBC7 on the basis that programmes will be transmitted in their entirety, save where brief edits are necessary for reasons of taste or topicality or where the programme extract provisions apply as set out in the Schedule to this agreement.

3.5 The BBC shall during each year of this agreement as set out in 7.4 below publish, on a weekly basis, rolling schedules of programmes intended for transmission on BBC7 over each successive period of 12 weeks.

## **4. Specific Programmes**

4.1 Copyright-owners may specify in writing at the point where general permission is granted to the use on BBC7 of programmes which include their Contributions that this is subject to specific permission not being granted in relation to any named, individual programme(s).

4.2 Following the grant of general permission under 4.1 a copyright-owner may subsequently give 12 weeks notice in writing that permission to use a named, individual programme on BBC7 which includes Contributions by the copyright-owner is withdrawn. To be effective, notice of withdrawal of the permission to use a named, individual programme on BBC7 must have been received in writing by the BBC at least 12 weeks prior to the date of the proposed first transmission on BBC7.

4.3 Where a named, individual programme or the series of which it forms a part has been transmitted on BBC7 under the terms of this agreement or, following the commencement of this agreement, been included by the BBC in a published schedule of programmes intended for transmission on BBC7 the withdrawal of that named, individual programme under this clause shall be subject to the expiry of the licence period in 7.2.

## 5. Term of Agreement

5.1 This agreement relates to Contributions in programmes from the BBC Radio Programme Library which are broadcast on BBC7 from 15<sup>th</sup> December 2006 onwards.

5.2 The agreement shall remain effective for a period of five years from 15<sup>th</sup> December 2006 or until a weekly reach figure as measured by RAJAR of 1,000,000 (one million) listeners per quarter has been achieved (subject to clause 8.1 below) unless otherwise agreed and subject to clause 6.1.

## 6. Notice

The agreement may be terminated by either the BBC or the Owners' Representatives, subject to 12 months notice in writing being given by one party to the other.

## 7. Payment and Licence

7.1 From 15<sup>th</sup> December 2006 the rate of payment for contributions included in programmes broadcast on BBC7 in accordance with this agreement shall be calculated on a rate per minute (or part thereof) basis as follows:

7.1.1 Original script material	- £2.56p per minute
7.1.2 Dramatisations (including specially commissioned translations)	- £1.58p per minute
7.1.3 Source work material (including translations)	- £1.06p per minute
7.1.4 Abridgements	- £0.64p per minute

The rate of payment shall be increased for each payment falling due within years 2-5 as set out in clause 7.4 on a cumulative basis pro rata to the increase occurring between the Retail Prices Index ("RPI") figure (including mortgage interest payments and indirect taxes) which is available for the month of commencement of this Agreement and the published figure for RPI in December in each successive year of the agreement.

7.2 In return for the above payments, BBC7 shall obtain a licence entitling the BBC to broadcast programmes on BBC7 including the relevant Contributions on 6 transmission days (where a "transmission day" is any continuous period not exceeding 24 hours within which a programme may be transmitted a maximum number of 4 times) over a period of three years commencing from the date of the first broadcast of the programme on BBC7, after the date of the commencement of this agreement. For clarity, following each broadcast the BBC shall be entitled to make the programme available by audio on demand for 14 days as set out in clause 1.5.

7.3 Payment to contributors shall be made only in respect of the total duration of their programme Contributions when they are first broadcast on BBC7. For clarity if the BBC has exhausted the number of broadcasts permitted under a licence it shall be entitled but not obligated to obtain a further three year licence in return for a further payment on the same basis as is set out in clause 7.1.

7.4 The five years of this agreement are defined as follows:

Year 1: 15<sup>th</sup> December 2006 – 14<sup>th</sup> December 2007;  
Year 2: 15<sup>th</sup> December 2007 – 14<sup>th</sup> December 2008;  
Year 3: 15<sup>th</sup> December 2008 – 14<sup>th</sup> December 2009;  
Year 4: 15<sup>th</sup> December 2009 – 14<sup>th</sup> December 2010;  
Year 5: 15<sup>th</sup> December 2010 – 14<sup>th</sup> December 2011.

7.5 Payment shall be made by the BBC to contributors in respect of their Contributions first broadcast on BBC7 by 31<sup>st</sup> January in the following year. This single payment shall be for the three year licence period set out in clause 7.2. Payment will be made to contributors with advice setting out the programme(s) to which the payment relates.

## **8. Review of Agreement**

The operation of the agreement (including listenership figures and an update on the BBC 7 channel) will be reviewed by the BBC and the Owners' Representatives by not later than six months following commencement i.e 14<sup>th</sup> June 2007 and six monthly thereafter. A substantive review will be held in the event of the listenership figures approaching the figure which would terminate the agreement under clause 5.2 above with a view to the parties reaching agreement on appropriate provisions for its continuance.

**9. Law**

9.1 This agreement is a voluntary agreement between the BBC and the Owners' Representatives and is not intended to be legally binding.

**10. Signatures**

10.1 This agreement was reached on..... (date) and signed ;

(1) For the BBC by

.....(signature) ..... (name)

and

(2) For the Owners' Representatives by;

AAA .....(signature)..... (name)

PMA ..... (signature)..... (name)

PA ..... (signature)..... (name)

SoA ..... (signature)..... (name)

WGGB ..... (signature)..... (name)

**BBC 7 AGREEMENT  
SCHEDULE**

**Extract Clearance for new make programming on BBC 7**

The parties agree that in addition to the use of complete existing programmes from the Radio Programme Library under the provisions set out in the agreement (subject to clause 3.4), it will be appropriate for rights holders to allow the use of programme extracts incorporating their Contributions in new programmes commissioned for BBC 7 where editorially appropriate as set out below and subject to the following terms.

**Terms:**

1. No permission to use a programme extract is implied where a general permission has been given to transmit a whole programme.
2. Individual clearance requests for each programme extract licence will be made to the rights holder, giving details of the context of the proposed BBC use of the extract (and details of the presenter if any and if known).
3. No extract use will be made which infringes a writer's right of integrity under Section 80 of the Copyright, Designs & Patents Act unless otherwise agreed upon clearance.
4. Each extract will be transmitted as an individual item and extracted unaltered from the original programme unless (in the case, for example, of a 'Guess the punch-line type' comedy or other quiz show), the context and use has been agreed upon clearance.
5. Where the BBC wishes to use the script of the extract (as opposed to the recording containing the script) in a programme (for example in a 'game' where members of the panel take on the roles in the extract), in homage to or as a parody of the iconic nature of the extract, such use must be agreed upon clearance.
6. The payment for the extract clearance will be £10 for up to three minutes in duration with additional minutes paid at the prevailing BBC 7 rate for original script material (currently £2.56 per minute) subject to the RPI adjustment set out in clause 7.1 of the agreement.
7. The extract licence will otherwise be on the same terms as the grant of rights in the agreement as follows:
  - (a) The duration of the licence shall be as set out in clause 5 of the agreement;
  - (b) The payment will acquire the broadcast and on-demand transmission rights set out in clause 7.2 and 7.3 of the agreement and will be made as set out in clause 7.5;
  - (c) Notice of withdrawal shall be available to the rights holder as set out in clause 4.2 and 4.3 of the agreement.