



BRITISH BROADCASTING CORPORATION
Rights & Business Affairs
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Payment Enquiries - Tel 020-7326-9760

Contract Ref.:

Req. Ref.:

Date:

Contributor(s):
Author (if different from above):
Title of Series:
Title of Programme:
Title of Work: (a)
Type of Work: (a)
Initial Fee: (a)
Duration: (a)
Initial Service:

**AGREEMENT RELATING TO THE USE OF EXTRACTS FROM LITERARY AND
DRAMATIC WORKS FOR TELEVISION**

FORM: TPE1

An Agreement made BETWEEN THE BRITISH BROADCASTING CORPORATION whose principal office is at Broadcasting House Portland Place London W1 1AA ("the BBC" which shall include any assignee, licensee, subsidiary or associated company and any other person, firm or company deriving title through or under it) and the contributor specified above ("the Contributor")

INTRODUCTORY

The BBC wishes to acquire and the Contributor has agreed to grant rights in the work specified above ("the Work") under this Agreement

IT IS AGREED AS FOLLOWS:

1. Definitions

The following expressions shall have the following meanings and where defined in the Copyright, Designs and Patents Act 1988 as amended from time to time expressions used in this Agreement shall bear the meanings given to them in that Act unless defined otherwise in this Agreement

- 1.1 "Broadcast" means to broadcast and/or (for the avoidance of doubt) include in a cable programme or so to authorise by any means now or hereafter known the Work in a Programme for television (or equivalent audiovisual) reception (and the first such broadcast or inclusion shall be referred to as "First Broadcast" and subsequent ones as "broadcasts" whether received by broadcast and/or inclusion in a cable programme), simultaneously or non-simultaneously live and/or recorded in a BBC Network or BBC Digital Service and provided that for Educational Programmes the First Broadcast may comprise two broadcasts if given within 12 days of each other and that for clarity, the expressions First Broadcast and Initial Service as used above shall be without prejudice to the right to any prior making available on-demand of the Programme including the Work by means of an online premiere, as set out in clause 1.9 below
- 1.2 "BBC Digital Service" means a BBC Public Service Channel other than BBC 1 or BBC 2

- 1.3 "Educational Programme" means a programme identified and commissioned both as part of the BBC's educational remit and by a commissioning unit with specific responsibility for educational programming
- 1.4 "Initial Fee" means the fee specified above based on the broadcast rates payable per minute for prose or poetry agreed between the BBC and the Society of Authors from time to time and provided that for exploitation pursuant to clauses 2.4 to 2.7 below any residual payment which becomes due after a period of five years from First Broadcast shall be based upon the rates most recently so agreed
- 1.5 "Narrative Repeat" means a repeat Broadcast made within seven days of the first Broadcast
- 1.6 "Network Service" means BBC 1 or BBC 2
- 1.7 "Programme" means the programme comprising the principal recording of the television production for which the Work is contracted for inclusion under this Agreement
- 1.8 "Public Service" means any service provided by the BBC which is funded by the BBC's Licence Fee or BBC World Service Grant in Aid and a "BBC Public Service Channel" means a BBC television channel which is so funded
- 1.9 "Public Service Rights" means the right to use the Work in any medium now known or which may become known in or in connection with any Public Service provided by the BBC including but not limited to any BBC Digital Service, making available on-demand by electronic transmission to members of the public in and for the duration of any so-called "on-line premiere" service beginning before First Broadcast and on any BBC Public Service website intended to complement the BBC television Programme in which the Work was originally Broadcast
- 1.10 "Work" means the work of the type and title identified above being a substantial extract from a literary or dramatic work or a complete literary or dramatic work which either (a) normally forms part of a collection or anthology, being a work from categories including but not limited to published articles from periodicals, recipes, prayers, prose, verse, stage plays and translations of such works (but excluding a dramatisation or an adaptation of a complete work of prose, play or narrative poem which is normally published on its own as a single work); or (b) notwithstanding (a) above is read on television for children without adaptation other than abridgement and the reading does not exceed fifteen minutes in duration

2. Fees and Rights Granted

The BBC agrees to pay the Contributor or their agent the Initial Fee specified above which is payable upon First Broadcast and (subject to clause 3) the Contributor in return hereby grants to the BBC with full title guarantee for the duration of copyright in the Work and any extensions or revivals thereof on a non-exclusive basis a licence of the following rights in the Work:

2.1 First Network Broadcast on BBC 1/ BBC 2 or Full BBC Digital Service Rights

2.1.1 Network Commissions for First Broadcast on BBC 1 or BBC 2

If a Network Service is specified above as the Initial Service, the right (provided this is first exercised within three years of signature of this Agreement) in return for the Initial Fee:-

2.1.1.1 to include the Work in the Programme and to give the First Broadcast once only in the BBC's services (or any part of them) simultaneously or non-simultaneously in BBC 1 (including BBC Wales) or in BBC 2 or in the case of Welsh language programmes for the Fourth Channel in Wales in that service (or any part of it); and

2.1.1.2 to give further Broadcasts in BBC Digital Services and to exercise the Public Service Rights other than for a Network Service subject to an additional payment of a Public Service Rights payment (payable upon First Broadcast) of 15% of the Initial Fee

2.1.2 Commissions for BBC Digital Service Channels

If a BBC Digital Service is specified above as the Initial Service, the BBC will have the right (provided this is first exercised within three years of signature of this Agreement) in return for the Initial Fee:-

2.1.2.1 to include the Work in the Programme and to give the First Broadcast in that service; and

2.1.2.2 to exercise the Public Service Rights other than Broadcasts on BBC 1 or BBC 2

2.2 Non-Paying Audiences

The right from the date of the First Broadcast of the Work:-

2.2.1 to show and to license recordings of the Programme to be shown throughout the world without restriction as to the number of showings to non-paying audiences (including trapped audiences and by exercise of so-called non-theatric rights); and

2.2.2 to distribute recordings of the Programme to schools and other educational establishments on a cost recovery basis where a licence would be available from the Educational Recordings Agency.

2.3 Repeats on BBC 1 and BBC 2

The right from the date of the First Broadcast (whether under clause 2.1.1 or 2.1.2 above) of the Work, to give repeat Broadcasts of the Programme simultaneously or non-simultaneously in the BBC's services in BBC 1 (including BBC Wales) or in BBC 2 (or any part of them) or in the case of Welsh language programmes for the Fourth Channel in Wales in that service (or any part of it) subject to payment for each repeat Broadcast upon broadcasting taking place of the percentages of the Initial Fee as set out in Schedule One to this Agreement

2.4 World Free Television Rights

The right from the date of the First Broadcast of the Programme including the Work to transmit or to license the transmission of the Programme for showing on standard or other free television services in all forms now

known or hereafter discovered and including without limitation by broadcast (including satellite), and including basic cable and on-line delivery (other than any transmission on a BBC Public Service Channel) throughout the world without restriction as to the number of transmissions, subject to payment to the Contributor following completion of the first sale or transmission (whichever is earlier) of the Programme of the following percentages of the Initial Fee (provided that the BBC may elect to make the payment to clear these rights upon First Broadcast):

	<u>Territory</u>	<u>Percentage of Initial Fee</u>
2.4.1	USA	100
2.4.2	Rest of World	50

2.5 World Pay Television Rights

The right from the date of the First Broadcast of the Programme including the Work to transmit or to license the transmission of the Programme throughout the world for showings on pay services in all forms now known or hereafter discovered including without limitation by broadcast (including satellite), and including cable and on-line delivery whether (by way of example only) on a pay per view, subscription, pay cable, video on demand or near video demand basis without restriction as to the number of transmissions subject to payment to the Contributor following completion of the first sale of an amount equal to the following percentages of the Initial Fee (provided that the BBC may elect to make the payment to clear these rights upon First Broadcast):

	<u>Territory</u>	<u>Percentage of Initial Fee</u>
2.5.1	USA	15
2.5.2	Rest of World	10

2.6 Home Video Distribution

The right from the date of the First Broadcast to make and authorise others to make recordings of the Programme incorporating the Work and to sell and offer for sale, distribution and hire the recordings and authorise others to do the same in the form of videograms primarily intended for home use (and videograms shall include video cassettes, video discs, digital versatile discs (DVDs), Download-to-own (DTO) and other physical carriers which are functionally equivalent to, or which upgrade or replace conventional videograms) and including the right to sell rent or hire electronic copies via the internet or other on-line means to members of the public for transmission to a physical carrier but not including so-called video-on-demand subject to payment of amounts equal to the following percentages of the Initial Fee payable following first sale or hire of the videograms in a territory:

2.6.1 Where the Initial Fee is two hundred pounds sterling or less:

	<u>Territory</u>	<u>Percentage of Initial Fee</u>
2.6.1.1	World	100
2.6.1.2	UK	50
2.6.1.3	Rest of World	50

2.6.2 Where the Initial Fee is more than two hundred pounds sterling:

	<u>Territory</u>	<u>Percentage of Initial Fee</u>
2.6.2.1	World	50
2.6.2.2	UK	25
2.6.2.3	North America	25
2.6.2.4	Rest of World	25

but for both 2.6.1 and 2.6.2 subject to a minimum payment of £50 where the application of the relevant percentage to the Initial Fee would result in a payment of less than £50 and provided that the Contributor acknowledges that such payment takes account of all the circumstances including the right to equitable remuneration for rental

2.7 All Rights Payment

The right to exercise all the rights specified in Clause 2.4 to 2.6 above subject to a once-only payment upon exercise of 200% of the Initial Fee for all such rights

2.8 Teachers' Educational Support Materials

The right to include the Work in teachers' educational support materials as a publication to accompany the Programme throughout the world in any media and by all means and in all formats or platforms whether now known or hereafter discovered both supplied directly by or on behalf of the BBC and also including without limitation the right either to copy or to license others to copy the Work as included in such publication by means of a reprographic process or as an offprint from a CD ROM or other disc:

2.8.1 for an initial period of ten years from the date of first distribution (and also in any reprint or revision if issued within ten years from the date of the original issue) subject to payment of an amount equal to the appropriate Publication Fee set out in Schedule Two upon first such inclusion

2.8.2 for a further period of ten years in reprints and revisions of such support materials upon expiry of the period in clause 2.8.1 subject to payment of a further amount equal to the appropriate Publication Fee set out in Schedule Two (which shall be payable at the rate most recently agreed between the BBC and the Society of Authors from time to time)

2.9 Miscellaneous Uses

The right without further payment to make and use copies of the Work or recordings of the Work as included in the Programme for (i) the private purposes of the BBC (including staff training) or the purposes covered by this agreement (ii) televising brief excerpts in programmes of an historic or reminiscent nature, (iii) deposit, if the recording is considered of permanent interest with the National Film Archive (being part of the British Film Institute) and with similar archive-holding bodies for preservation purposes and for private study by bona fide students, (iv) making dubbings of the recordings into foreign languages and/or to add foreign language sub-titles (v) showing at television and film festivals, (vi) publicity and promotional purposes in all media now known or hereafter devised or discovered, (vii) distribution to schools and other educational institutions for instructional purposes, (viii) making and broadcasting adaptations in the form of English language teletext subtitles or sign language (or any similar system whether now known or hereafter invented) which shall include but not be limited to those produced in connection with the BBC's Ceefax system for the purpose of

assisting those viewers with hearing disabilities, (ix) making, broadcasting and exploiting programmes incorporating the Work which contain descriptions of a performance of the Work on a separate audio channel (or by any other means whether now known or hereafter invented) in the form of an audio description of the visual elements of the programmes incorporating the Work for the purpose of assisting those who are visually impaired.

3. Restriction on Rights

The Contributor shall be entitled to notify the BBC of specific restrictions on the rights the Contributor is able to grant in respect of the territories licence periods languages or means of exploitation provided for in clauses 2.4 to 2.7 and such restrictions shall if notified and agreed before signature of this Agreement duly modify the licence granted.

4. Relays

Where a foreign or domestic collecting society grants or administers a licence of the right to use the Work in particular but not by way of limitation by inclusion of the Work in a service transmitted by satellite, cable or other terrestrial means, the Contributor shall not be entitled to payment from the BBC in respect of such use nor shall the BBC lay claim to any monies payable by such society in respect thereof.

5. Contributor's Warranty

The Contributor warrants that the Contributor is entitled and will remain entitled to grant to the BBC all the rights in all the territories specified as granted to the BBC under this Agreement (subject to Clause 3).

6. Moral Rights Waiver

If the Contributor is the author of the work the Contributor hereby waives all his/her moral rights or so called droit moral as the author of the Work including, without limitation, any rights under sections 77 & 80 of the Copyright, Designs and Patents Act 1988 but only in respect of uses of the Work licensed under this Agreement. This waiver shall not apply if the Contributor is a publisher or other rights holder who is not the author of the work.

7. Dates For Payment

Payments to be made hereunder shall (a) in the case of payments under Clause 2.1, 2.3, 2.6, 2.7 and 2.8 above become due for payment 30 days after the event giving rise to the payment obligation (b) in the case of payments under Clause 2.4 and 2.5 above become due for payment no later than the end of the month following the month in which the BBC or its associated or subsidiary company receives the exploitation receipts or in the case of a third party distributor the end of the month following the month in which the BBC is notified of the exploitation unless for (a) or (b) the sum due is less than £10 in which case the amount due will be carried forward to the next payment date unless otherwise specifically requested by the Contributor.

8. Headings

The headings in this Agreement are for convenience only and shall not affect the construction of any provision in it.

9. No Agency Partnership Joint Venture or Employment

Nothing in this Agreement shall be deemed to constitute either party as the agent of the other party or create a partnership joint venture or contract of employment between the parties.

10. Whole Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior arrangements negotiations and discussions (whether oral or written) between the parties relating thereto.

11. Proper Law

This Agreement shall be deemed to have been made in the United Kingdom shall be governed by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

TELEVISION EXTRACTS AGREEMENT

SCHEDULE ONE

**FEES FOR REPEATS ON BBC 1 and BBC 2
(see Clause 2.3)**

1. The BBC will pay the Contributor the following amounts in respect of repeat Broadcasts upon that Broadcast taking place:
 - (a) for each Peak repeat - 100% of the Initial Fee
 - (b) for each Off-Peak A repeat - 25% of the Initial Fee
 - (c) for each Off-Peak B repeat - 50% of the Initial Fee
 - (d) for each Night repeat - 25% of the Initial Fee
 - (e) for each Narrative Repeat - 50% of the Initial Fee
 - (f) for each two repeat Broadcasts of an Educational Programme if given within 12 days of each other one residual fee under (a) to (e) above shall be payable PROVIDED that no fee will be payable for repeat Transmissions of Educational Programmes where the purpose of the repeat Transmission is to ensure that schools that have missed the first Broadcast due to half term are given the opportunity to see the programme ("Half Term Repeats") and further provided that the percentages of the fees payable above shall be reduced to 15% of the Initial Fee if a repeat of an Educational Programme is made during the night for the purpose of enabling viewers to record the programme "off air" for viewing at a more convenient time.

Provided that notwithstanding (a) above the BBC may elect to pre-purchase a Peak repeat in return for an additional 80% of the Initial Fee to be paid at the time of First Broadcast

2. Peak, Off-Peak A, Off-Peak B and Night as used above shall refer to any Broadcast commencing within the periods contained in the following table:

	<u>Peak</u>	<u>Off-Peak A</u>	<u>Off-Peak B</u>	<u>Night</u>
Monday to Friday	6:00pm - 10.30pm	9:25am - 6:00pm	10:30pm - 11:30pm	11:30pm - 9:25am
Saturday, Sunday, Public Holidays	6:00pm - 11:00pm	9:25am - 6:00pm	11:00pm - 11:30pm	11:30pm - 9:25am

Other than in relation to repeats of an Educational Programme the non-Peak repeat applies only where the Programme was first Broadcast in the Peak period.

The Peak repeat rate nevertheless applies to Children's programmes Broadcast in the Off-Peak A period.

3. After a period of five years following the month of first Broadcast the Initial Fee shall be deemed for repeat Broadcasts to be adjusted by the increase between the RPI for the month of First Broadcast and the RPI for the month of the repeat Broadcast.
4. Notwithstanding Paragraph 1. above in respect of Schools Television Programmes the BBC may elect to make a payment of 180% of the Initial Fee upon the first repeat Broadcast in return for which it shall be entitled to unlimited repeat Broadcasts of the Programme during the five year period from the first repeat.

TELEVISION EXTRACTS AGREEMENT**SCHEDULE TWO****FEEES FOR TEACHERS' EDUCATIONAL
SUPPORT MATERIALS****(see Clause 2.8)**

The Publication Fees for inclusion of Works in teachers' educational support materials as a publication to support the Programme shall be as follows:

<u>Category</u>	<u>Amount</u>	<u>Publication Fee</u>
Verse (including Prayers)	First 12 lines Each subsequent 8 lines (or part thereof)	£35 £8
Prose (including Recipes)	First 300 words Each subsequent 130 words (or part thereof)	£35 £9
Translations of Verse or Prose	Two thirds of the above payable to each of translator and original author	

Signed by or on behalf of the Contributor

Date:

Signed by or on behalf of the BBC

Date: