RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

Memorandum of an Agreement made the Ninth day of November 2005 BETWEEN THE BRITISH BROADCASTING CORPORATION whose principal office is at Broadcasting House, Portland Place, London W1A 1AA ("the BBC") AND the Writers' Guild of Great Britain of 15 Britannia Street, London, WC1X 9JN (the "WGGB") AND the Society of Authors of 84 Drayton Gardens, London SW10 9SB ("the Society") AND the Personal Managers' Association Limited whose registered office is at 83 Ebury Street, London SW1 9QY ("the PMA") creating a model for good practice in the relations of the BBC with writers.

CONTENTS

1. Definitions
2. Application of Agreement
3. Script Commissions and Uncommissioned Scripts
4. Rights
5. Ancillary Rights
6. Script Commissioning Fees
7. Payment of Script and Series Fees
8. Repeat Fees
9. Payments For Commercial Exploitation
10. Collective Administration
11. Miscellaneous Uses
12. Disputes Procedure
13. Regulation and Radio Forum
14. Accounting
15. Publicity
16. Rewrites and Acceptance
17. Moral Rights and Alterations
18. Reversion of Rights
19. Long Running Series
20. Credit
21. Promotional Hearing and Audience Reaction
22. Notification of Proposed Date of Transmission
23. Consultation on Director and Casting
24. Copy of Final Script
25. Attendance and Expenses
26. Confidentiality
27. Data Protection
28. Warranties and Indemnities
29. BB Licencees
30. Term and Termination
31. Notices
32. Assignment
33. No Agency Partnership Joint Venture or Employment
34. Variation
35. Value Added Tax and Receipt of Payment
36. Severability
37. Headings
38. Proper Law

SCHEDULES

1. Minimum Fees
2. Repeat Fees
3. Commercial Exploitation
4. Audio Publication
5. Form of Deal Memo
6. Designated Channels

1. DEFINITIONS

The words set out below shall mean as follows and expressions defined in the Copyright, Designs and Patents Act 1988 as amended from time to time ("the Act") shall have the meanings ascribed to them in the Act unless the context otherwise requires:

A. "Acceptance": acknowledgement that the draft of the Script in question is in accordance with the brief specified by the BBC and of a quality acceptable for radio or Podcast Transmission by the BBC and the expression "Accept" shall have a corresponding meaning

B. "Adaptation": a fictional dramatic work for a single programme or Series which converts an existing dramatic work written for another medium (such as a stage play) into a Script or Scripts for radio or Podcast provided that such an adaptation requires substantial reworking of the original (for example in terms of invention of scenes, characters and dialogue or structural changes) and for clarity adaptations not requiring such substantial reworking do not fall under this Agreement

C. "Audio Publication": the manufacture sale licensing and distribution of a commercial product which may comprise any device contrivance or appliance (including without limitation gramophone discs, compact discs, DAT and audio tapes) and every technical means or carrier now or hereafter known which is capable of bearing or emitting sound (unaccompanied by visual images) based on or derived from or consisting of a sound recording of a performance of the Script which may be abridged edited or adapted for the purpose subject to a limit of ten percent of the programme incorporating the script and provided that edits over that limit shall be subject to the Writer's consent (not to be unreasonably withheld). If the Writer is not reasonably available then the edit can be undertaken by the original producer of the programme. Distribution will be of a product intended solely for private use by members of the public and including the right to sell electronic copies via the internet or other on-line or any other digital means (including where permanent access to a copy is authorised whether or not it is downloaded) to members of the public but excluding Radio Distribution and such sound recording of a performance of the Script shall be referred to as an "Audio Recording"

D. "Changed Format": the preparation and exploitation by all means and media now or hereafter known of a revised radio or Podcast version of the Script by or on behalf of a broadcaster other than the BBC in which certain elements such as the identities of the characters and their personal relationships and the setting may be changed from the original Script either in a foreign language and/or as an adaptation of the English language version for use in other English speaking territories but for clarity excluding exploitation of the Series Rights

E. "Changed Format Net Income": Where the BBC has the right to exploit the Changed Format Rights under Paragraphs B or D of Schedule Three (and without prejudice to the reservation of the Changed Format Rights to the Writer under clause 5.8 in the case of a Play, Original Series or Source to Script Transfer) the gross receipts available to be shared between the Writer and the BBC from Changed Format exploitation after deducting twenty (20) percent commission and all costs incurred through undertaking trademark searches and obtaining trademark registrations (but no further sub-commissions or other deductions)

F. "Deal Memo": the agreement in writing between the BBC and the Writer based on the form set out in Schedule Five specifying particulars of the commission which incorporates the terms set out in this Agreement and forms the contract for the commission

G. "Designated Channels": BBC radio channels other than the Domestic Services and/or the World Service as listed in Schedule Six or as determined by the Radio Forum from time to time

H. "Domestic Transmission": a Transmission in the BBC's domestic radio services for the British Isles comprising Radios 1, 2, 3, 4 and Five Live, BBC National Regions and Local Radio ("the Domestic Services") and (if desired), simultaneously with domestic Transmission in the World Service (but for the avoidance of doubt excluding the Designated Channels)

I. "Dramatisation": a single programme of fictional drama or a Series whose Script converts into dramatic form for radio or Podcast a work not already in dramatic form such as a novel or a story

J. "Dramatised Feature": radio programme whose Script contains a fictional treatment in dramatic form of a factual subject. The Script will also contain non-dramatic elements but only the minutage of the dramatic elements shall be used to calculate the qualification of the Writer for the minimum rate for writers under this Agreement set out in Schedule One

K. "Educational Drama": programmes identified and commissioned both as part of the BBC's educational remit and by a commissioning unit with specific responsibility for educational programming

L. "Fee": the commissioning fee per Script specified in the Deal Memo as the Fee as provided for in Clause 6 and payable to the Writer for the Script in the manner set out in Clause 7 of this Agreement.

M. "Format": the expression of an original idea for a radio or Podcast programme recorded in writing and consisting of such elements as its setting characters and their relationships its themes and how the narrative might develop

N. "Format Fee": the fee payable to the Writer as set out in Clause 6 and payable to the Writer for the Script in the manner set out in Clause 7 in respect of use of a script not written by the Writer for which the Writer has provided the Format.

O. "Gross Receipts": the distributor's gross revenue from the world-wide distribution of the programme based upon the Script from all sources whether the distributor is the BBC an associated or subsidiary company a third party or a co-producer

P. "Last Script": in the case of a multiple script commission, the last script in any batch of not more than 13

Q. "Long Running Series": a Series of which a minimum of 15 episodes have been transmitted or scheduled for Transmission in a single block by the BBC or another broadcaster in the twelve months before the date of signature of a Deal Memo commissioning further episodes or a series for which the commissioning of a minimum of 15 scripts intended for continuous production has received financial approval within the same BBC financial year. A serial planned for a finite number of episodes and adapting a finite story based on a source work written by a third party shall not qualify as a Long Running Series

R. "Narrative Repeat": a repeat Transmission made within seven days of first Transmission

S. "New Public Services Fee": the payment additional to the commissioning Fee which is set out in clause 7.8 (a) and covers further uses of a radio Script on any Public Service (including but not limited to repeats on Designated Channels, so-called simultaneous Internet streaming or subsequent making available on demand via the Internet, Podcasts under clause 7.8 (b) and use of substantial extracts from the Script subject to clause 4.6 below) but excluding repeats on the Domestic Services and the World Service

T. "Non-theatric Distribution": Trapped Audience Distribution as defined in this Agreement and also the sale or hire of recordings of radio programmes or Podcasts incorporating a performance of the Script by all forms of delivery and in all formats for listening by audiences in all

institutions, organizations, clubs or societies of a business, educational, cultural, religious, charitable or social nature and other like entities except for places to which the general public is invited and admitted upon the payment of an admission fee charged primarily for such viewing (e.g. commercial cinema theatres)

U. "Pilot Script": a Script envisaged as being the first in a possible Series based on a Format but commissioned on its own so that the potential of the project as a whole can be assessed

V. "Play": a fictional dramatic work specially written for radio or Podcast (and not based on any third party proprietary source material of any kind) and intended for Transmission as a single work or as an episode of an anthology series where the continuing link consists only of the generic title or a generic theme

W. "Podcast": a programme (and/or programme extract in the case of radio broadcast progammes) made available (i) on-demand without charge to the listener (ii) from the BBC's websites or BBC-approved websites (iii) via the Internet or other Internet Protocol means including RSS Feed and (iv) without the application of access or copy control technologies.

X. "Print and Publication": the publication of either the Script ("Script Publication") or a work based on the Script ("Derivative Publication") and in either case in printed book magazine and/or periodical form and/or in electronic form and including without limitation in relation to Derivative Publication only any novelised version adaptation dramatisation narrative serialisation or syndication based on the Script

Y. "Public Service": Any service or activity now existing or developed in the future which is provided or carried out for the purpose of promoting the Public Purposes of the BBC as set out in the BBC's Royal Charter and that fall within the definition of UK Public Services set out in the BBC Agreement with the Secretary of State for Culture, Media and Sport and any successor to or variation of that definition or the Charter or Agreement.

Z. "Radio Distribution": all forms of commercial radio distribution of a sound recording of a performance of the Script however transmitted or delivered whether now or hereafter known and including without limitation all forms of terrestrial broadcast, cable (and including any equivalent on-line, on-demand, streaming or webcast distribution) and/or satellite distribution but excluding other categories of commercial distribution set out in Schedule Three and also excluding ancillary rights set out in Clause 5 and for the avoidance of doubt any Public Service use

AA. "Radio Forum": a forum established by the BBC, the WGGB, the Society and the PMA for the purpose set out in clause 13 of this Agreement

BB. "Recording": the principal recording of the radio or Podcast production made under this Agreement which is based on the Script

CC. "Regional Transmission": a Transmission in one National Region of the BBC's Domestic Services and (if desired by the BBC) simultaneously with such Transmission, in the World Service

DD. "Residual Rights": all ancillary rights in the Format and the Script other than those which have been specifically provided for herein as granted to or as the subject of an option in favour of the BBC or as already reserved to the Writer pursuant to Clause 5; and for clarity other than the rights which are granted to the BBC under Clause 4 to exploit the Script as included in a programme.

EE. "RPI Adjustment": an increase to the Fee and the Format Fee for the purpose of calculating any residual due to the Writer in respect of repeat Transmissions commencing two years after first Transmission and which shall be 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 first Transmission of any single programme based on the Script or of the first episode of the Series in question and the most recent published RPI figure available at the time of the repeat Transmission

FF. "Script": an original dramatic work or works (including a script or scripts intended to form part of a Series) described and at present known by the title or titles specified in the Deal Memo and including all drafts and revisions

GG "Semi-Dramatised Narration": a single programme or Series based upon a work of fiction or non-fiction which shall consist mainly of an abridged single-voice narration but including some dramatised scenes with actors and using, as appropriate, certain dramatic devices including music and sound effects and provided that such a Dramatised Narration shall be billed or credited as applicable in a manner to be agreed as between the producer and the Writer in a manner consistent with clause 20.

HH. "Series": a fictional dramatic radio or Podcast series or serial consisting of a group of episodes either containing the same situations and characters with a resolution at the end of each episode or having a continuous story carried on from one episode to the next and an "Original Series" shall mean such a series or serial where the story and characters are provided by the Writer

II. "Series Rights": the exclusive and irrevocable right to produce, perform, broadcast and transmit a first and any further Series based on the Format of the Script and to exercise and authorise the exercise of all such rights as are granted herein as regards the Script in relation to the Series including without limitation first and repeat Transmissions and other Public Service uses, Radio Distribution, Non-theatric Distribution, Audio Publication and the Miscellaneous Uses set out in clause 11 provided that for clarity the Series Rights excludes exploitation of a Changed Format version of the Script.

JJ. "Single Transmission Fee": a fee for a single Transmission of an amount based on the Fee for two Transmissions as set out in Clause 6 below

KK "Source to Script Transfer": a Script based on an original source work (such as a novel or stage play) created by the Writer for another medium and not based on any third party proprietary source material

LL. "Stage Rights": the right to produce and perform live stage plays based on the Script

MM. "Television Transfer": the adaptation and exploitation of the Script for performance on television by all means and media now or hereafter known

NN. "The 1994 Radio Drama Agreement": the agreement between the parties setting out certain minimum terms and conditions which the BBC undertakes to observe when acquiring licences to broadcast on radio certain copyright works which agreement having been reached on 5th August 1994 and amended by subsequent agreement between the parties was in force until the coming into force of this Agreement

OO. "Theatric Rights": the right to produce exhibit and exploit by all means and media (including allied merchandising and other customary exploitation rights) a film for the cinema theatre based on the Script

PP. "Transmission": a transmission of a performance of the Script for sound reception only by all means and media whether now or hereafter known (including without limitation by both wireless broadcast and/or inclusion within a cable programme and including without limitation by so-called on-line delivery on a computer, television (in sound only) or any other receiver and whether by analogue or digital means) in such of the BBC's radio services (or any part of them)

as are specified simultaneously or non-simultaneously (and "Transmit" and "Transmitted" shall have a corresponding meaning)

QQ. "Trapped Audience Distribution" means the exploitation of performances of the Script as recorded for radio or Podcast by all forms of delivery and in all formats to closed circuit radio systems for listening by audiences in premises such as hotels, hospitals, educational institutions, military locations, apartment houses, condominiums, public houses, clubs, restaurants, and discotheques or in the transportation industry

RR. "Treatment": a written outline of a story idea giving a clear indication of the leading characters, the progression of events and the overall style of the proposed programme with some indication of settings

SS. "Two Transmissions Fee": A fee for Two Transmissions as set out in Clause 6 below

TT. "World Service": the BBC's World Services as defined in its Royal Charter

UU. "World Service Transmission": such number of Transmissions throughout the World on the World Service as may be required for a World Service cycle within a period of eight days from first Transmission and (if desired) simultaneously with such Transmission, in the BBC's Domestic Services

VV. "Writer": the person or persons named as such in a Deal Memo into which the terms of this Agreement are incorporated

2. APPLICATION OF AGREEMENT

2.1 The BBC undertakes to commission writers in accordance with this Agreement in substitution for the 1994 Radio Drama Agreement which is hereby terminated. The BBC undertakes to offer writers terms no less favourable than those contained in this Agreement in respect of Scripts to which it applies.

2.2 This Agreement shall apply where the BBC commissions a Script and/or wishes to acquire the right to Transmit and otherwise exploit an uncommissioned Script in one of the following categories:

2.2.1 a Play

2.2.2 one or more episodes of a Series

2.2.3 a Dramatisation

2.2.4 a Dramatised Feature

2.2.5 a Semi-Dramatised Narration

2.2.6 an Adaptation

2.2.7 episodes of a Long Running Series

This Agreement shall not apply to scripts for Educational Drama, to translations or to other adaptations of dramatic works where the reworking of the original is insufficient to qualify as an Adaptation. For the avoidance of doubt this Agreement does not apply to the commissioning or acquisition of an original Format for a Series without a Script.

3. SCRIPT COMMISSIONS AND UNCOMMISSIONED SCRIPTS

3.1 Commissioned Scripts

The Writer will write and deliver the Script not later than the date specified in the Deal Memo or in the absence of such a date in accordance with a schedule to be agreed between the Writer and the BBC. The Script will be delivered in electronic form unless otherwise agreed.

3.2 The Writer will carry out the commission to the best of the Writer's ability in accordance with the brief agreed by the Writer with the BBC including as to the duration specified in the Deal Memo and in consultation with such person or persons as the BBC may direct and including both rewrites and minor revisions requested by the BBC from time to time in accordance with Clause 16 below. The BBC will meet reasonable expense costs in respect of exceptional research by the Writer where this is identified by the BBC in writing at the time of the project proposal and outlined on the Deal Memo

3.3 If a Treatment is required, the length and terms shall be as mutually agreed and set out in a letter agreement (other than for a Long Running Series where Clause 19 shall apply). The Writer shall be paid 10% of the Writer's Single Transmission Fee for the Script (payable half on signature and half on delivery). The Writer will be required not to disclose or allow the disclosure of the contents of that Treatment to a third party (other than a professional advisor) during any period in which the BBC is entitled to commission the Script. The payment shall be non-returnable and shall be on account of the Fee. All rights in a Treatment remain vested in the Writer until such time as the BBC commissions the Script from the Writer.

3.4 In the case of a radio Pilot Script the Single Transmission Fee shall be payable and if the BBC decides to commission further scripts or to Transmit the Pilot Script then the balance of 40% of the Fee shall thereupon be payable.

Uncommissioned Scripts

3.5 If the BBC wishes to acquire the right to Transmit and otherwise exploit an uncommissioned Script or Scripts in one of the categories set out in clause 2, or so to acquire such rights and also to commission one or more further Scripts, a Deal Memo shall be entered into between the Writer and the BBC and this Agreement shall apply on the basis set out in this clause:

(a) The uncommissioned Script or Scripts will be treated as if the BBC had commissioned a single Script, a Pilot Script or had made a multiple script commission as appropriate and the Writer had delivered such Script or Scripts in accordance with clause 3.1 and 3.2 and all the relevant provisions in this Agreement will apply on the same principles as they would to a commissioned Script as further set out below by way of illustration;

(b) Upon completion of the Deal Memo the BBC will make payment of the Fee at the appropriate rate and in the manner set out in clauses 6, 7 and 16;

(c) The payment for a single Script will therefore be 60% of the Fee if the Script requires any revisions to be undertaken by the Writer for Acceptance to take place or 100% if the Script is Accepted as delivered. For rewrites the provisions of clause 16.2 shall apply so that the advance payment of 25% of the Fee will be payable as it would for a commissioned Script if the BBC requires rewrites after the period specified;

(d) The payment for a multiple script commission will be as set out in clause 7.1.2 and 7.1.3 so that the Fee for the first Script will be payable upon signature of the Deal Memo and the first and second 50% of the Fee for the remaining Scripts will be payable upon the relevant Acceptance as further set out in clause 7.1.2.

(e) Sub-clauses (b) to (d) above set out examples of the principle set out in clause 3.5(a) and the remainder of this Agreement shall also apply to any uncommissioned Script (and any further commission) in respect of which a Deal Memo is entered into except insofar as they have already been pre-empted by the delivery of an uncommissioned Script.

4. RIGHTS

4.1 BBC Exclusive Rights

(a) In consideration of the payment of the Fee and various other payments as set out in this Agreement, the Writer shall by signing the Deal Memo grant to the BBC with full title guarantee during such period as such rights are protected by the laws of any jurisdiction and any extensions or revivals thereof and thereafter as far as possible in perpetuity an exclusive irrevocable licence of the copyright in the Script to use and exploit the Script throughout the world by any means now known or hereafter devised or invented, subject only to the reservations referred to in sub-clause (b) below. Such rights shall include the incorporation of extracts from a radio or Podcast performance of the Script in further programmes or Podcasts and their use and exploitation by all such means (but subject to clause 4.6 below). The licence shall be subject to commencement of Recording of the first radio programme or Podcast thus produced within two years of the date of Acceptance of the Last Script.

For clarity the rights granted under clause 4.1(a) include use (in return for the appropriate payments set out in clause 7 and the corresponding Schedules) in the BBC's Public Services and commercial exploitation by Radio Distribution, Non-Theatric Distribution and Audio Publication.

(b) The grant of rights in (a) above shall for the avoidance of doubt be subject to the reservation to the Writer of Changed Format and Television Transfer rights as further provided for in clause 5.8 and 5.9, and of Stage Rights and Theatric Rights as further provided for in Clause 5.11.

(c) Clauses 5-8 and the corresponding Schedules set out the terms and payment provisions for the exercise of the rights granted by the Writer to the BBC in clause (a) above.

4.2 Notwithstanding the provisions of clause 4.1 the BBC shall have the right to extend by twelve months the period within which commencement of Recording of the programme based on the Script may take place by giving notice to the Writer prior to expiry of the initial two year period as relevant and making payment to the Writer of an additional sum equal to 10% of the Fee or of the Single Transmission Fee (or as otherwise agreed with the Writer) if the BBC elects to pre-purchase one Transmission under clauses 7.3 to 7.5.

4.3 The BBC shall have the right to extend the period under 4.1 and 4.2 within which the Recording of a Pilot Script may be given so as to be co-terminous with the period applying to any later Script commissioned for a first Series subject to payment to the Writer on Recording of an amount equal to any shortfall between the Fee for the Pilot Script and the highest fee paid to the Writer for any such later Script and the substitution of that fee as the Fee for the Pilot Script for all purposes.

4.4 If the BBC does not commence Recording of any single programme based on the Script in accordance with clauses 4.1 to 4.3 or if Transmission has not taken place within 12 months after the latest date by which Recording must commence the Writer may re-acquire the rights in the Script licensed to the BBC under this Agreement on the conditions and using the procedure set

out in clause 18. The period during which the Recording and Transmission of a Series may take place shall be as set out in clause 5.1.

4.5 If the Script is for a Long Running Series Clause 19 shall apply instead of 4.1 to 4.4 above.

4.6 The BBC's right to make use of substantial extracts from the Script granted under clause 4.1(a) above (and remunerated by the New Public Services Fee) shall be subject to the following limitations:

(a) any extracts taken shall be limited in total to 25% of the Script or 10 minutes in duration whichever is the lesser;

(b) no extract use shall infringe the Writer's right of integrity under section 80 of the Act;

(c) the Writer's consent shall be required for the use of extracts in programmes where the editorial principle for the selection of extracts is either:

(i) the choice of a presenter in the role of celebrity rather than expert or interviewer; or

(ii) the extract is a defining moment in the original programme

Provided that where the extract is used on-line in conjunction with BBC Public Services intended to complement the original programme no consent shall be required.

5. ANCILLARY RIGHTS

5.1 Pilot Scripts and Series Rights

Where the Script is the Pilot Script for an Original Series or is otherwise the basis for a proposed Series of which the Writer is the originator of the source work or Format on which the Series is to be based the Writer hereby grants to the BBC the Series Rights throughout the world with full title guarantee on the following terms in consideration of the fees set out in Clauses 7.7 and Paragraph E of Schedule Three. The Writer shall be offered the opportunity to write the Scripts for the Series subject to the Writer's availability to meet reasonable delivery deadlines and to good faith negotiation of other relevant terms for the commission.

The BBC's exclusive licence in the Series Rights shall commence on the date of signature of this agreement and shall continue thereafter until:

(a) expiry of the BBC's licence under the script commissioning agreements entered into for the First Series to commence Recording of programmes for such Series in consequence of such Recording not having commenced;

(b) subject to (c) below twelve months from the date of Transmission of the last programme of the latest Series; unless

(c) if prior to expiry of the period in (b) the BBC has commissioned scripts for a further Series, then until expiry of the period within which the BBC is entitled to commence Recording of a Series based on those scripts in accordance with the relevant radio or Podcast script commissioning agreement(s)

(d) the expiry of a period of three years from the first day of Recording if first Transmission has not taken place (notwithstanding clause 4.4).

5.2 Intentionally blank

5.3 The Writer confirms that the licence of the Series Rights granted under Clause 5.1 shall include the same rights in the Format as the BBC would obtain in the Script and shall include such a licence in the Format for the purpose of the BBC's Public Services (including for the avoidance of doubt the Designated Channels) other than for Domestic Transmission and the right to use the Format for the Miscellaneous Uses set out in Clause 11 of the BBC Radio Script Commissioning Agreement without separate or additional payment under this Agreement.

5.4 Following expiry of the licence of Series Rights the BBC shall remain irrevocably entitled to exploit programmes produced prior to such expiry throughout the world, for the full period of copyright and any extensions, renewals or revivals thereof, and thereafter (insofar as the Owner is able to grant the same) in perpetuity by means of the Series Rights.

5.5 Following expiry of the licence of Series Rights and provided first Transmission has taken place the Writer shall be obliged to offer the BBC in writing the right of first negotiation for the right to produce any radio programme(s) or Podcasts based on the Format. In the event that the Writer does not accept the BBC's offer or that the BBC fails to make an offer within 28 days of such written notice the Writer shall be entitled to conclude an agreement with a third party without further reference to the BBC.

5.6 Expiry of the BBC's licence to exploit the Series Rights or any Residual Rights which it has acquired shall not affect the validity of any third party licence or sub-licence of the Series Rights or Residual Rights in place at the time of expiry.

5.7 **Prequel, Sequel and Spin-Off Rights**

The radio and Podcast prequel, sequel, and spin-off rights (as such terms are understood in the entertainment industry) in respect of a Script for a Play, Original Series or (if available) of a Source to Script Transfer, and as regards any additional Format element or character contributed by the Writer in respect of a Series (other than a Long Running Series) where the BBC owns or provides the Format are reserved to the Writer provided that:

5.7.1 the Writer hereby grants to the BBC the exclusive first option to acquire such rights throughout the world on terms to be agreed in good faith and to the Writer being offered the opportunity to write the Scripts for the programme or programmes subject to the Writer's availability to meet reasonable delivery deadlines during the period ending two years following first Transmission of any single programme based upon the Script or if a Series is made upon termination under clause 5.1 of the Series Rights

5.7.2 upon expiry of the BBC's option the BBC shall be notified in writing prior to such exploitation through BBC Business Affairs and the Writer shall procure that the BBC shall be contractually entitled to a credit to be included in any third party production made in exercise of such rights.

5.8 **Changed Format Rights**

Changed Format rights in the Script for a Play, Original Series or (for avoidance of doubt) as regards the Script for a Source to Script Transfer are reserved to the Writer, provided that the BBC shall be notified in writing prior to such exploitation through BBC Business Affairs and the Writer shall procure that the BBC shall be contractually entitled to a credit to be included in any third party production made in exercise of such rights.

5.9 **Television Transfer Rights**

Television Transfer rights in a Play or an Original Series or (for avoidance of doubt) as regards the Script only for a Source to Script Transfer by the Writer are reserved to the Writer provided that:

5.9.1 the Writer hereby grants to the BBC the exclusive option to acquire such rights throughout the world on terms to be agreed in good faith during the period ending one year following first Transmission of any single programme based upon the Script or if a Series is made upon termination under Clause 5.1 of the Series Rights

5.9.2 the Writer shall procure that the BBC shall be contractually entitled to a credit in any third party production made in exercise of such rights

5.10 **Print and Publication Rights**

Print and Publication rights in all Scripts except where and to the extent that Print and Publication rights have been granted to a third party in the case of a Source to Script Transfer by the Writer are:

5.10.1 In the case of Script Publication rights granted to the BBC throughout the world on terms to be agreed in good faith provided that if the BBC has not commenced development of a publication within six months of first Transmission of any single programme based upon the Script or (if later) upon termination under Clause 5.1 of the Series Rights, the Writer may request consent (not to be unreasonably withheld) to acquire publication rights in the Script

5.10.2 In the case of Derivative Publication rights reserved to the Writer subject to an exclusive first option in favour of the BBC to acquire the Derivative Publication rights on terms to be agreed in good faith for an option period terminating six months following first Transmission of any single programme based upon the Script or (if later) upon termination under Clause 5.1 of the Series Rights

Provided that the Writer shall procure that the BBC shall be contractually entitled to a credit in any third party publication made in exercise of such rights.

5.11 **Stage Rights and Theatric Rights**

Stage Rights and Theatric Rights in a Script for a Play or Original Series or a Source to Script Transfer by the Writer, are reserved to the Writer subject to the Writer's obligation to procure the BBC's contractual entitlement to receive a credit where the Stage or Theatric production is based on a Play or Original Series

5. 12 **Other Rights**

The Residual Rights in the Script shall be subject to the following provisions:

5.12.1 For a Play, a Script for an Original Series or a Source to Script Transfer by the Writer the Residual Rights shall be reserved to the Writer

5.12.2 In the case of a Script for a Series in which the BBC owns the Format the Residual Rights shall be reserved to the BBC provided that for any subsequent use of the Script the Writer shall be entitled to participate in the receipts from the exercise of the Residual Rights on a basis to be agreed in advance of such exploitation

5.12.3 For a Dramatisation or Adaptation where the source work was created by another Writer for another medium the Residual Rights in the Script shall be jointly owned and exploited by good faith agreement between the BBC and the Writer

5.13 **Programme Trade Mark**

5.13.1 Registration

(a.) The Writer acknowledges and agrees that the BBC shall be entitled to register the title of the programme as a trademark in the name of the BBC. The parties shall consult in good faith how best to maximise the protection of the programme trade mark, but the BBC shall be entitled to decide whether to apply for registered trade mark protection and registration shall be at its cost. The Writer shall promptly provide the BBC and its agents with such assistance as the BBC (or its agents) may reasonably request in respect of such trade mark application, at the BBC's cost.

(b) The BBC hereby grants to the Writer an exclusive royalty-free, irrevocable licence to use the programme trade mark in respect of the exclusive rights retained by the Writer under this Agreement for the duration of such rights. Where the Writer has granted the BBC an option in rights reserved to the Writer and the BBC has then subsequently acquired a licence to exploit the reserved right under option the Writer's trademark licence in that reserved right shall be suspended for the period in which the BBC is exploiting the right under licence from the Writer and following expiry of the BBC's licence of the right the Writer's licence shall be restored but subject to clause 5.4 above.

(c) If the Writer has reasonably requested the BBC by written notice to file an appropriate application to register the title of the programme as a trade mark and the BBC has, without good reason, failed to do so within the period of time specified, the Writer shall be entitled to make such application in the joint name of the Writer and the BBC. (Such period shall expire no sooner than the earlier of expiry of the BBC's right to make a first Series or of a second Series or of expiry of the date of first Transmission of the first episode of the second Series.) The BBC shall promptly provide the Writer and their agents with such assistance as the Writer (or their agents) may reasonably request in respect of such trade mark application, at the Writer's cost.

(d) The Writer shall not exercise any of the Writer's own rights in the programme title trade mark in any way which would bring the programme or the BBC into disrepute or infringe BBC guidelines as notified to the Writer or as available on the BBC's public internet website (at URL www.bbc.co.uk).

5.13.2 Infringement and right to take action

(a) In the interests of protecting the programme title if the Writer becomes aware of any actual, threatened or suspected infringement by a third party of the trade mark, the Writer shall use best endeavours to give the BBC notice of such infringement.

(b) The BBC shall consult with the Writer about what action to take, if any, in respect of such infringement and shall in its discretion but following consultation with the Writer, have the right to commence proceedings or to take any such other action in relation to such infringement as it deems appropriate. The provisions of section 30 of the Trade Marks Act 1994 are excluded.

(c) The Writer shall provide such co-operation or assistance as may be reasonably required by the BBC in order to pursue or defend such proceedings or take such

other action, including joining the action as a party; and the BBC shall reimburse the Writer with their costs of providing any such assistance co-operation and action.

5.14 **Long Running Series**

If the Script is for a Long Running Series clause 19 shall apply instead of clauses 5.1 to 5.12 above.

5.15 **Liability for Credit**

Where the BBC is contractually entitled to a credit under clauses 5.8, 5.9.2, 5.10 (proviso) and 5.11 any inadvertent failure on the part of the Writer or a third party to comply with the request for a credit shall not be deemed to be a breach of this Agreement.

6. SCRIPT COMMISSIONING FEES

6.1 Script commissioning Fees will be in accordance with the rates set out in Schedule One and are payable as set out by clause 7 of the Agreement.

6.2 The Fee shall be an amount which satisfies the Writer's remuneration for two Transmissions ("the Two Transmissions Fee") for the services and genres set out in clause 7.3 to 7.5 and listed in table form in paragraph 1.A.1 of Schedule Two. Clauses 7.3 to 7.5 provide also that for some services and genres the Fee shall be an amount which satisfies the Writer's remuneration due for one Transmission as listed in Paragraph 1.A.2 and 1.B of Schedule Two and this will be referred to as "the Single Transmission Fee". The Single Transmission Fee will be an amount equal to 60% of the Two Transmissions Fee. Where it is provided that the balance of the Fee will subsequently be payable, that balance will be 40% of the Fee. This sub-clause 6.2 shall not however apply to Long Running Series where clause 8.3 shall apply instead.

6.3 If the BBC requires a Script that results in a programme of a longer duration or accepts a Script of a longer duration than is specified in the Deal Memo then in either case the Fee shall be increased pro rata in accordance with the increase in the duration, unless payment of a re-write fee has been agreed to cover the longer duration. If a shortened version of a Script is required for the BBC's World Service or Radio International Services the fees will be negotiated before the exploitation in question.

7. PAYMENT OF SCRIPT AND FORMAT FEES

In consideration of the licence of rights granted by the Deal Memo the BBC will pay the Writer entering into the Deal Memo and for the licence of rights thereby granted as follows:

7.1 **Timing of Payments for Script Fees**

7.1.1 For commissions for the Domestic Services, the World Services, Podcasts and the Designated Channels the BBC will pay the Fee as to 60% on signature of the Deal Memo and as to 40% on Acceptance of the relevant Script by the BBC (subject to clause 7.1.2 and 7.1.3 below) and provided that for Long Running Series the Fee shall be payable as to 75% on signature of the Deal Memo and 25% on Acceptance.

7.1.2 In respect of a multiple script commission (except in the case of Long Running Series) up to a maximum of 13 scripts the BBC will pay:

(a) the Fee for the first Script upon signature of the Deal Memo

(b) the first 50% of the Fees for the remaining Scripts upon Acceptance of the first Script

(c) the second 50% of the Fees for the remaining Scripts upon Acceptance of each Script

7.1.3 If more than 13 Scripts are commissioned upon one Deal Memo clause 7.1.2(a) shall apply to the first of each batch of 13 scripts and 7.1.2 (b) to (c) to the next 12.

7.2 **Domestic Services**

The Fee payable by the BBC shall be the Two Transmissions Fee covering the Writer's remuneration for the first two Transmissions where the commission is for the Domestic Services unless the commission is for an Adaptation or Dramatised Feature when the BBC may choose to pay the Single Transmission Fee (and the additional fee set out in Schedule Two shall be payable for any further Transmissions)

7.3 **World Service**

The Fee payable by the BBC for a World Service commission shall be the Two Transmissions Fee covering the Writer's remuneration for the first two World Service Transmissions if the commission is for a Play or an Original Series. If the commission is for a Dramatisation, Adaptation or Dramatised Feature in the World Service the BBC may choose to pay either the Two Transmissions Fee covering the first two World Service Transmissions or the single Transmission Fee in respect of one World Service Transmission (and will pay the additional fee set out in Schedule Two for any further World Service Transmission)

7.4 **National Regions**

The Fee payable by the BBC for a commission for a National Region shall be the Single Transmission Fee (and the additional fee set out in Schedule Two will be paid for any further Transmission) provided that the BBC may choose instead to pay the Two Transmissions Fee

7.5 **Designated Channels**

The Fee payable by the BBC for a commission for the Designated Channels shall be the Single Transmission Fee which covers first Transmission on Designated Channels and use of substantial extracts from the Script in all BBC Public Services.

7.6 **Domestic Services/World Service Joint Commissions**

The Fee payable by the BBC for a joint commission between World Service and any one of the Domestic Services (for example Radio 4) shall be the Two Transmissions Fee covering the Writer's remuneration for the first Transmission in each of the respective Services (and the additional fees set out in Schedule Two Single Transmission Fee Option will be paid for any further Transmission in either Service respectively).

7.7 **Podcasts**

The fee payable for a Podcast commission shall be in accordance with Schedule One, Clause 4 covering the Writer's remuneration for Podcast exploitation for a period of 5 years from first being made available as a podcast.

7.8 **New Public Services Fee (applicable to radio scripts only)**

(a) The BBC shall in addition to the Fee for a radio script pay the Writer a New Public Services Fee of an amount equal to 15 % of the Single Transmission Fee on Acceptance of each Script, or in the case of a Pilot Script upon confirmation that it will be Transmitted or that the BBC has decided to commission further scripts based upon the Format of the Pilot Script. The New Public Services Fee shall cover the Writer's remuneration for all uses of the Script paid for under the New Public Services Fee for a period of five years from so being made available. The level of the New Public Services Fee shall be reviewed three years after signature of this Agreement by the parties through the Radio Forum in the manner provided for in clause 13 below.

Following the expiry of such five year period:-

i) the BBC's right to make Transmissions on Radio 4 Extra (and upon Transmission to make programmes available for access by the public by means of electronic transmission for audio on demand) shall be subject to the payment of a fee equivalent to 5% of a Single Transmission Fee for the Script. Such fee shall cover the Writer's remuneration for the use of the Script on six transmission days each consisting of any continuous period of twenty four hours during which the Script may be Transmitted four times over a period of three years commencing from the first such Transmission on Radio 4 Extra and provided that if the BBC has exhausted the number of Transmissions made in return for the above payment or if the three year period has expired it may pay another such 5% fee and obtain the right to further three year licences on the same terms and/or,

ii) the BBC shall have the right to make further uses of the Script as described in Definition S "New Public Services Fee" (other than Transmissions on Radio 4 Extra in 7.6 (a) (i) above) for one or more further periods of five years (at the BBC's option) subject to further payment of a fee equivalent to 10% of a Single Transmission Fee in respect of each five year period. Such fee shall be payable upon the first use occurring after expiry of the previous five year period. For clarity, payments are subject to the RPI Adjustment

(b) The BBC shall also have the right if it wishes to make Podcasts of its radio programmes available in its Public Services for a limited period of time. The New Public Service Fee shall cover the Writer's remuneration for the use of the Script for up to five years commencing from so being made available.

7.9 **Fees for Continuing Series**

The BBC will upon Transmission of a continuing Series pay Format Fees in respect of use of a Script not written by the Writer but for which the Writer provided the Format in an earlier script or treatment commissioned by the BBC (but excluding other source works created by the Writer in relation to which a separate source material agreement is entered into) as set out in Paragraph E of Schedule Three. The Format Fee will be an amount equal to 10% of the fee the Writer would have received upon first Transmission or repeat Transmission had the Writer written the Script or if greater, of the amount received by the highest paid writer.

7.10 The BBC will make all payments of Script and Format Fees so as to be received within 14 days of the date or event on which they are stated to be due

8. REPEAT FEES

8.1 **Originations for Domestic Services and the World Service**

Where the Script is commissioned for the Domestic Services or the World Service the BBC will pay the Writer fees in consideration of the second and all subsequent Transmissions in the Domestic Services and the World Service in accordance with the provisions set out in section 1. A of Schedule Two (unless paid for in the Two Transmissions Fee under clause 7 above).

8.2 **Originations for Designated Channels**

Where the Script is commissioned for the Designated Channels the BBC will pay the Writer fees in consideration of Transmissions in the Domestic Services and the World Service in accordance with the provisions set out in Section 1. B of Schedule Two

8.3 **Podcast Originations**

Where the Script is commissioned for podcast origination the BBC will pay the Writer fees in consideration of Transmission in the Domestic Services and the World Services in accordance with the provisions set out in Section 1.C of Schedule Two

8.4 **Long Running Series**

Where the Script is commissioned for a Long Running Series the BBC will pay the Writer fees in consideration of the repeat Transmission (and any further repeats provided for) in accordance with the provisions set out in Section 1. C of Schedule Two.

9. PAYMENTS FOR COMMERCIAL EXPLOITATION

9.1 The BBC shall pay to the Writer in respect of commercial exploitation by

9.1.1 Worldwide Radio Distribution

9.1.2 Non-Theatric Distribution

9.1.3 Audio Publication

9.1.4 Changed Format Exploitation by agreement with the Writer

the sums equal to the shares of revenues from exploitation or the residuals in respect of the Script or by way of Format payments in the case of the scripts for any Series licensed under Clause 5 above not written by the Writer all as set out in Schedule Three but subject to the following sub-clauses of this clause 9.

9.2 Clause 9.1 and Schedule Three shall not apply to the first Transmission and repeat Transmissions on the Domestic Services or World Service or other Public Services where clauses 7 to 8 and the corresponding Schedules shall apply.

9.3 Additional minimum terms applicable to Audio Publication of the Script by the BBC are set out in Schedule Four to this Agreement and payments for Television Transfer, Print and Publication and for any other category of exploitation shall be as agreed with the Writer.

9.4 Where the Writer has written the Script jointly with another writer or writers who have been separately commissioned then the Writer shall not be entitled to the royalties specified in Schedule Three and Schedule Four but only to a share thereof which in the absence of agreement to the contrary shall bear the same proportion to the full royalty as the Writer's Fee bears to the aggregate of the Writer's Fee and the other writers' fees.

9.5 In order to take account of the specific requirements of third party co-financiers or co-producers the BBC shall be entitled to negotiate in good faith with the Writer a buy-out of the Writer's right to receive any fee residual or royalty in place of the arrangements set out in this Agreement. In these negotiations the market value of the additional rights to be bought out will be taken into account.

10. COLLECTIVE ADMINISTRATION AND DATA PROTECTION

10.1 Collective Administration

Where a foreign or domestic collecting society ("the Collecting Society") grants or administers a licence of the right to use the Script (in particular but not by way of limitation) by inclusion of the work in a service transmitted by satellite, cable or other terrestrial means then the BBC shall at the request and expense of the Collecting Society take such steps as may be reasonable to assist the Collecting Society to lay claim to any monies to which it may be entitled or mandated to collect and administer in respect of the right in question PROVIDED ALWAYS that the BBC shall not be liable to the Writer for any failure on the part of the Collecting Society to lay claim to such monies or to distribute any share thereof to the Writer and the Writer shall have no claim against the BBC for payment in respect of such exploitation.

10.2 The Writer agrees that the BBC may disclose to the Collecting Society information which the BBC holds about this Agreement and any previous Agreements between the Writer and the BBC which involve Scripts written by the Writer including the Writer's name and agent's address or if the Writer has no agent the Writer's home address so as to assist the Collecting Society to identify those entitled to receive monies collected and held by the Collecting Society as a result of its activity as a collecting and licensing body.

10.3 Data Protection Act Notice

Personal information will be held by the BBC and will only be held and used to manage the relationship between the contributor and the BBC, including making payments, giving notices, purposes connected with the exploitation of the contribution hereunder and further offers to write material or carry out engagements for the BBC. Personal details will only be shared by the BBC with BBC Worldwide and with the relevant public authorities to enable the BBC to fulfil its statutory, regulatory and compliance obligations and will not be passed to any other third party without first obtaining the contributor's consent (except as may already be provided for hereunder). Further information on the BBC's privacy policy can be found at http://www.bbc.co.uk/privacy/

11. MISCELLANEOUS USES

The BBC will have the right without further payment to make and use (and authorise the making and use of) copies of the Script or recordings of a performance of the Script for:

11.1 the private purposes of the BBC (including staff training and BBC training courses provided the Writer is informed of such use and is given the opportunity to hear the recording of the performance) or for purposes necessary to give effect to this Agreement but without prejudice to the payment provisions hereof

11.2 Transmission by the BBC of brief excerpts of up to 5 minutes' duration in programmes of an historic or reminiscent nature about the BBC

11.3 deposit, if the recording is considered of permanent interest, with the National Sound Archive and with similar archive-holding bodies for preservation purposes and for private study by bona fide students

11.4 playing or performance at radio and related media festivals and award ceremonies

11.5 publicity and promotional purposes in all media now known or hereafter devised or discovered

11.6 In cases covered by Paragraph B or D of Schedule Three translating the Script into foreign languages for Transmission or for the purposes of effecting sales. In such cases the Writer shall where practicable be consulted over the translation and in any event shall receive a copy of the translation and the recording.

11.7 inclusion of brief extracts in and Transmission of the programmes Pick of the Week and Pick of the World.

For clarity the BBC will also have the right without further payment to make all uses of the Script permitted under the Act.

12. DISPUTES PROCEDURE

12.1 If a dispute relating to a Script covered by this Agreement arises between a Writer and the BBC which cannot be settled by direct discussion then either party will have the right to refer the issue to a panel which shall consist of the Head of Talent & Rights Negotiation Group the relevant head of the production department and two of the Writer, the Writer's representative or representative of the Society, the WGGB or the PMA, at the Writer's election. This clause shall not however be invoked in a manner which might override any other clause in this Agreement or call into question the BBC's reasonable and proper discretion to accept or reject a Script.

12.2 Any dispute regarding the interpretation of this Agreement or the interpretation of an individual contract between the BBC and a writer of a Script covered by this Agreement which cannot be resolved by discussion between the parties shall be referred to an Arbitration Committee consisting of two representatives of the BBC and any two of the Writer or Writer's representative or representative of the Society, the Guild or the PMA as the case may be. Failing settlement it shall then be referred to a single Arbitrator mutually acceptable to both sides who shall determine the issue and whose decision shall be binding on both parties.

12.3 Clause 12.2 shall not apply to disputes arising under clause 12.1, 16.1 and 20-25.

13. REGULATION AND RADIO FORUM

Regulation

13.1 The parties hereto shall only amend this Agreement through the mechanism of the Radio Forum as provided for below. This provision does not limit the right of the BBC and the Writer to agree to amend the Deal Memo entered into between them.

13.2 If at any time after signature of a Deal Memo by or on behalf of a Writer and the BBC

(a) any of the provisions for payments to a Writer set out in Schedule Two and Schedule Three of this agreement are altered; or

(b) the fee, residual or royalty for any usage of a Script or Format element of a Script for which a payment has not been specifically set out in this Agreement has been determined,

then payments to be made to the Writer shall reflect such alteration in respect of all relevant uses made of the Script or Format after the date of such alteration or shall reflect such determination in respect of all relevant uses made of the Script or Format element of a Script whether before or after the date of such determination PROVIDED THAT such alteration or determination has been made

(i) in accordance with the mechanism of the Radio Forum or by agreement between the BBC and (a) the WGGB and the Society as provided for in clause 13.8 or (b) the PMA as provided for in clause 13.9;

(ii) by arbitration as provided for in clause 13.11; or

(iii) by an expert in accordance with clause 13.3.

13.3 It is agreed that if this Agreement between the BBC, the WGGB, the Society and the PMA is terminated, with the consequence that the Radio Forum ceases to function then

(a) those matters that are to be defined or determined by the Radio Forum shall instead be defined or determined (unless otherwise agreed between the BBC, the Society, the WGGB and the PMA) by an expert to be appointed by agreement between the parties or, failing agreement on such appointment being reached within one month of a request to agree such appointment being made, by the Head of Mediation Services for the time being of the Arbitration, Conciliation and Advisory Service (ACAS), such person to act as expert and not as arbitrator and his decision shall be binding on the BBC and the Writer of any Script covered by this Agreement; or

(b) if at any time the WGGB, Society or PMA has ceased to exist, sub-clause (a) above shall operate as if the parties had failed to agree on the appointment of the expert.

Radio Forum

13.4 With effect from the date of signature of this Agreement a radio forum ("the Radio Forum") shall be established with responsibility for the Agreement in accordance with clause 13.7.

13.5 The Radio Forum will be comprised of two representatives each from the BBC, WGGB, the Society and PMA. Each party is entitled to permit one further representative to attend in the role of observer and/or administrative assistant (in the case of the BBC this will be the Secretary to the Radio Forum). Decisions of the Radio Forum shall be unanimous. Additional representatives and further parties may be invited by the Radio Forum to attend specific meetings. The Radio Forum shall have a Secretary to be provided by such of the parties as may be agreed from time to time and to be responsible for the administration of the Radio Forum. Minutes of meetings of the Radio Forum will be issued within three weeks of the date of the meeting and approved by the parties to the Radio Forum within a further two weeks.

13.6 There will be two regular meetings of the Radio Forum each year to be held on a six monthly basis. The date of a regular meeting will normally be agreed between the parties at least six months in advance. Any party may call ad-hoc meetings subject to the provision of one week's notice.

13.7 The powers of the Radio Forum in relation to this Agreement are:

(a) to agree the minimum terms and conditions under which writers are engaged and payments are to be made by the BBC for exercising rights in relation to existing forms of Public Service use and commercial exploitation of Scripts as provided for in this Agreement, subject to clause 13.8;

(b) to agree the minimum terms under which writers are engaged by the BBC for new forms of Public Service use and commercial exploitation for which the rights have been granted to the BBC under this Agreement but for which no payment has yet been provided;

(c) to resolve disputes arising out of the operation of this Agreement.

13.8 Amendments to any of the following provisions in this Agreement will, subject to a failure to reach agreement on amending these provisions in the Radio Forum, be matters which the BBC, the Society and the WGGB will determine:

(a) Schedule One
Any amendment to any of the minimum rates for Scripts set out in clause 1 and to the attendance fee set out in clause 5.

(b) Schedule Three
Any amendment to any of the percentage figures or monetary sums specifically set out in clauses A to D (but not those for which no percentage or figure has yet been agreed).

(c) Schedule Four
(i) Any amendment to the percentage figure set out in clause 3. Any amendment to the credit provision set out in clause 5.

(d) Schedule Five
(i) Any amendment to the Writer's Contribution or the BBC's Contribution relating to the Writers' Guild Pension Fund.

13.9 Amendments to any provision in this Agreement dealing with Format arrangements in clauses 5 and 7 and Schedule 3, clause E will, subject to a failure to reach agreement on amending any such provision in the Radio Forum, be a matter which the BBC and the PMA will determine.

13.10 The BBC will notify the Radio Forum as soon as practicable of any new Public Service or commercial service, venture or form of exploitation proposed by the BBC which will include the use of contributions by writers commissioned in accordance with this Agreement together with related commercial and other relevant information. Where any new service, venture or exploitation involves a use for which the payment has not been dealt with by the existing agreement ("a New Use"), the Radio Forum will agree any terms that will apply, in advance of the commencement of the New Use.

13.11 In the event of terms not being agreed through the Radio Forum in respect of a New Use the issue will be referred to arbitration for determination but if it has not been possible for terms to be determined before the commencement of the New Use, the BBC shall be entitled to commence the New Use pending determination of the terms, provided the matter has been discussed at not fewer than two meetings of the Radio Forum (including ad hoc meetings).

13.12 It is agreed by the parties that the proper operation of the Agreement is dependent on the Radio Forum and the parties shall therefore be obligated to manage the Radio Forum in good faith.

13.13 A reference to arbitration will be made in the event that the Radio Forum cannot reach agreement on the terms to apply for the use of writers' contributions for a New Use which is not dealt with by the terms of the Agreement.

13.14 The Radio Forum shall appoint an arbitrator who will agree the terms of reference for the arbitration with the BBC, the Society, WGGB and PMA. The decision of the arbitrator will be final and binding. In the event that agreement cannot be reached on the appointment of a single

arbitrator, the Arbitration, Conciliation and Advisory Service (ACAS) shall appoint an independent arbitrator.

13.15 The period from the start of the process (i.e. between notification in writing to the Secretary of the Radio Forum of a reference to arbitration) to the end of the process (i.e. decision being made by the arbitrator) will be a maximum of eight weeks.

14. ACCOUNTING

14.1 The following accounting provisions shall apply to all exploitation specified in clause 9.1 above provided that in relation to Audio Publication the additional accounting provisions of Schedule Four shall apply and**,** except in relation to exploitation where the Writer's participation in the BBC's revenue is designated in Schedule Four as "to be agreed".

14.2 The BBC shall account to the Writer for any royalties due under Clause 9 and Schedule Three hereof as follows: (a) Radio Distribution royalties shall be paid to the Writer no later than ninety days following the date on which the BBC receives the Gross Receipts if the BBC or an associated or subsidiary company is distributing, or if a third party is distributing from the date on which the BBC is notified of the exploitation; (b) Audio Publication and Print and Publication royalties shall be accounted for in respect of the six month periods to 30th June and 31st December following publication and the corresponding royalties shall be paid to the Writer no later than three months from the end of the period to which they refer. For (a) and (b) the payment shall be accompanied by an explanation of how the amount due to the Writer is calculated. Unless specifically requested no payments will be made in respect of any period in which the sum due to the Writer is less than £10 in which case the amount will be carried forward to the next accounting period but shall in any event fall due for payment within twelve months.

14.3 The BBC will on receipt of a prior written notice from the Writer permit the Writer or a professional representative of the Writer to examine and take copies of its records of account relating to exploitation of the Script in accordance with clause 9 (but not more than once in any calendar year and during business hours only). The said examination shall be at the expense of the Writer unless errors to the disadvantage of the Writer exceeding 10% or £150 whichever is the greater are disclosed in which case the cost of such examination shall be paid by the BBC and if no notice requiring such examination has been given to the BBC within 12 months of receipt of any payments by the Writer and there is no other dispute relating to those payments then the Writer shall be deemed to have agreed that those payments are correct and to have waived any claim in relation to them.

14.4 The Writer shall keep any information regarding the affairs of the BBC or any third parties which come to the attention of the Writer as a result of the examination or otherwise strictly confidential provided that the Writer may disclose such information to the Writer's professional advisers and the BBC reserves the right to require any professional representative of the Writer who examines the records of account to sign an undertaking of confidentiality in similar terms to that given by the Writer herein.

15. PUBLICITY

The BBC shall be entitled subject to clause 17.1 to use the Writer's name, approved biography and approved photograph or likeness in association with any use of the Script licensed under this Agreement but not so as to suggest that the Writer approves or endorses any product other than the programme based on the Script itself.

16. REWRITES AND ACCEPTANCE

16.1 (a) The BBC will use its best endeavours to state within four weeks from delivery of the Script whether Acceptance has occurred or whether the Script will require any revisions to be undertaken by the Writer in order for Acceptance to take place or whether the BBC wishes to take over (under clauses 16.5 or 19.6) or to abandon the Script altogether (in which case all rights therein shall revert to the Writer and no further payment will be due from the BBC). If the Script is abandoned the BBC if asked will give the Writer its reasons for abandoning the Script in writing.

(b) In the absence of notification in accordance with clause 16.1(a) the Script shall be deemed Accepted ten weeks after delivery to the BBC and this time period shall apply in like manner with regard to any requested rewrite.

16.2 Without limiting the generality of Clause 16.1, during a period of 70 days from delivery of the first draft of the Script the Writer shall carry out such rewrites as the BBC may reasonably ask for but if the BBC requires further alterations after 70 days from delivery of the Script then the Writer shall be entitled to request an advance payment of an amount equal to 25% of the Fee in respect of the Script before undertaking such further alterations (provided that for the avoidance of doubt such payment shall be by way of an advance against and not in addition to the final 50% of the Fee payable under clause 7.1).

16.3 Where the Writer has delivered the Script in compliance with the brief given by the BBC but a rewrite is required as a result of a change to that brief the BBC will negotiate an additional fee with the Writer in regard to the rewrite

16.4 If in the case of a Play, Script for an Original Series or Source to Script Transfer the Script or any revision to the Script is not accepted the BBC shall negotiate with the Writer in good faith as to whether and on what terms the BBC may if it so wishes have the Script rewritten.

16.5 In the case of a Script where the Writer did not create the Format (such as an episode for a Series or Long Running Series created by another writer) if the BBC does not Accept the Script or any revision to the Script the BBC shall if it wishes to take over the Script pay the outstanding balance of a Single Transmission Fee. If the BBC wishes to take over only the Treatment from that Script the BBC shall pay 50% of the outstanding balance of a Single Transmission Fee.

16.6 If the Writer is entitled to sole Script credit the Writer shall receive the full repeat and royalty payments described in Schedules Three, Four and Five. If more than one writer is entitled to Script credit the share of such payments shall be agreed in good faith negotiations but in the event of a failure to reach agreement the issue shall be dealt with under the Disputes Procedure in Clause 12. For the avoidance of doubt the total payments due in these circumstances will not exceed the amount that would be payable if only one writer was entitled to Script credit.

16.7 Clause 16.1 to 16.2 shall not apply to Scripts for Long Running Series where the BBC shall be entitled to set appropriate periods for revision and rewrites on a case by case basis provided that these will be notified to the Writer by the production.

17. MORAL RIGHTS AND ALTERATIONS

17.l The Writer asserts the Writer's right to be identified as the author of the Script but acknowledges that so long as the BBC has complied with the obligations as to alterations and credits in this Agreement then the BBC will have a defence to any claim that the Writer's moral rights have been infringed. Notwithstanding that, the Writer may require that the Writer is not credited in

any situation where the Writer regards the version of the programme edited for UK Transmission to be a derogatory treatment of the Writer's work.

17.2 The BBC and persons the BBC authorises will have the right to edit up to ten percent of the programme incorporating the Script for all media for the purposes of co-productions and effecting sales outside the UK, and for the purposes of scheduling requirements only in the UK, provided that edits over that limit shall be subject to the Writer's consent (not to be unreasonably withheld). If the Writer is not reasonably available then the edit can be undertaken by the original producer of the programme.

17.3 The BBC shall have the right in all circumstances to make such changes as are necessary to avoid involving the BBC in legal action or bringing the BBC into disrepute.

17.4 In the case of a Script for a Long Running Series the BBC shall be entitled to make major and structural alterations as well as minor ones to the Script provided that the BBC shall subject to the availability of the Writer make every effort to inform and reach agreement with the Writer regarding major or structural alterations. Whenever practicable alterations other than minor alterations shall be made by the Writer.

17.5 In all cases not covered by clause 17.4 the BBC shall be entitled to make minor alterations but the BBC shall not without the consent of the Writer (which consent shall not be unreasonably withheld) make any structural alterations as opposed to minor alterations to the Script. Such consent shall not be necessary in any case where the Writer is not available upon reasonable notice for consultation at the time which in the BBC's opinion is the deadline dictated by the production schedule for such alterations to be made or where such alterations are necessary in order to avoid involving the BBC in legal action or bringing the BBC into disrepute.

18. REVERSION OF RIGHTS

18.1 The BBC shall not be obliged to use the Script in any way and if it does not do so it shall not be liable to the Writer for any loss or damage which may be suffered by the Writer for any failure to obtain publicity or for any loss of opportunity to enhance the Writer's reputation.

18.2 In the case of a Play, Script for an Original Series, Source to Script Transfer or Dramatised Feature other than one based on a third party's copyright source work the BBC undertakes in good faith to notify the Writer of the likelihood of production and undertakes not to extend the licence period in the Script(s) as set out in clause 4 in circumstances where the BBC has declined to produce the Script. The Writer may then re-acquire the rights licensed to the BBC as set out in clause 18.4 below.

18.3 Where the Script is based on a source work by another writer there will be no reversion if clause 18.1 applies except if appropriate as part of any arrangements made with that other writer which enable exploitation of the source work in such a way as to require use of the Script.

18.4 If clause 18.2 applies or if a source work is proposed to be exploited as set out in clause 18.3, the Writer shall notify the BBC that the licence has expired upon which the BBC shall confirm without delay that the rights have reverted in writing and for clarity the Writer shall not be required to repay any element of the Fee.

18.5 For clarity reversion shall not apply in the case of a Script for a Long Running Series.

19. LONG RUNNING SERIES

19.1 Where the programme for which the Script is commissioned does not fall within the definition of a Long Running Series at the time of this commission but subsequent scripts are based on the same Format which do constitute a Long Running Series then the Script shall upon the first such subsequent commission become subject where applicable to the terms in this Agreement relating to Long Running Series.

19.2 If the programme for which the Script is commissioned would not fall within the definition of a Long Running Series at the time of this commission the BBC shall be entitled to designate it as subject to the provisions herein applying to a Script for a Long Running Series. Long Running Series shall be subject to agreement with the Society, the WGGB and the PMA of appropriate terms for writers.

19.3 In respect of Treatments and any other contributions for Long Running Series the Writer agrees in return for the payments set out in Schedule One of this Agreement:

19.3.1 to attend script conferences for consultation purposes as and when reasonably required at the appropriate offices and studios of the BBC and at such other place or places as the BBC may decide

19.3.2 to write Treatments and/or other material as specified in the Deal Memo

19.4 The Writer agrees that notwithstanding anything else herein unless otherwise specifically agreed in writing the title, Format, Treatments, characters and any other material contributed to any Long Running Series on which the Writer is engaged are (as between the Writer and the BBC) the property of the BBC and hereby irrevocably assigns with full title guarantee the entire copyright and all other proprietary rights in the Script, Format and Treatments and all and any other such material contributed by the Writer under this Agreement to the BBC for the duration of copyright throughout the World. For the avoidance of doubt the acquisition of an original Format created by a writer for a Long Running Series shall be contracted on separate terms.

19.5 For the avoidance of doubt and without prejudice to clause 19.4 above the Writer specifically undertakes not to use or authorise the use of such title, Script, Format, Treatments and characters otherwise than for the purposes of this Agreement without the written consent of the BBC.

19.6 Where the BBC has not accepted a Script for a Long Running Series it shall be entitled to make such use as it wishes of the storyline of that Script in return for a payment of 50% of the outstanding balance of the Fee and no further payments will be due to the Writer.

20. CREDIT

20.1 The Writer shall be entitled to spoken credit either at the beginning or end of the programme based on the Script. Spoken credits for daily serials shall be given at least once a week.

20.2 The BBC undertakes that the Writer shall where practicable also be credited in the billings column of the Radio Times (except for the World Service and in cases of repeats during the same week as first Transmission) and whenever reasonably possible the Writer shall receive similar credit in any BBC publicity handouts to the press or spoken credit in the case of trails (except in the case of Long Running Series).

20.3 If Clause 16.5 applies the BBC will negotiate with the Writer whether the appropriate credit should be as writer of the Script (being either a sole or shared credit) or as writer of the storyline upon which the Script is based.

20.4 Any inadvertent failure on the part of the BBC or any third party to comply with clauses 20.1 and 20.2. shall not be deemed to be a breach of this Agreement.

20.5 A breach of clauses 20.1 and 20.2 shall not entitle the Writer to seek injunctive relief and the Writer's sole remedy shall be in damages.

20.6 The BBC will use reasonable endeavours to rectify any breach of 20.1 and 20.2.

21. PROMOTIONAL HEARINGS AND AUDIENCE REACTION

21.1 The Writer shall be informed of and shall be welcome at any formal promotional pre-hearing of the Script.

21.2 The Writer shall be entitled to ask to be informed of professional reaction within the Drama Department to the broadcast of the Script, and also of any response from the press or public (including any response reported by the BBC's Audience Research Department) known to the Drama Department. Any such information supplied to a Writer shall be treated as having been supplied in confidence and shall not be divulged to a third party unless it is in the public domain.

22. NOTIFICATION OF PROPOSED DATE OF TRANSMISSION

The Writer shall be notified as far in advance as possible of the scheduled date of first Transmission and of any changes thereto, provided that this shall not imply any right of the Writer to require a Transmission to take place or not to take place or to take place on a specified date.

23. CONSULTATION ON DIRECTOR AND CASTING

It is agreed to be good practice for the choice of director and cast to be discussed between Drama Department and the Writer as far as practicable given the constraints of time, the Writer's availability and their experience. Nevertheless the final choice of director, cast and other participants in the production shall be in the BBC's discretion.

24. COPY OF FINAL SCRIPT

The Writer shall be entitled to two copies of the final broadcast Script upon request and two audio copies of the programme as Transmitted.

25. ATTENDANCE AND EXPENSES

25.1 It is agreed to be good practice for reasonable access to rehearsals and recordings of the Script to be afforded and the Writer shall be given notice for that purpose. The Writer acknowledges that the producer has responsibility for the conduct of rehearsals and recordings, and there may be exceptional occasions when in proper exercise of this responsibility the producer may exclude a writer from a rehearsal or recording. The BBC will notify any such exclusions and the reasons for them to the Radio Forum. For Long Running Series studio attendance shall be by prior approval of the producer. The Writer shall be paid an attendance fee and expenses for up to one such attendance (whether in respect of a single or multiple script commission). For the Archers and where appropriate for any other Long Running Series the Writer shall be entitled in addition

to an Attendance Fee based on a half-day rate if the readthrough, rehearsals and recordings take place over one and a half days.

25.2 In addition to the above the BBC may request the Writer to attend rehearsals and recordings for which it will pay an attendance fee.

25.3 If the BBC requests the Writer to attend on other occasions for consultation other than under clause 19.3 above, the BBC will pay expenses only.

25.4 The current daily attendance fee is set out in Schedule One.

26. CONFIDENTIALITY

26.1 By signing the Deal Memo, unless authorised in writing by the BBC, the Writer agrees not to disclose to any other party (other than professional advisors):

(a) confidential information relating to the contents of the Script (or Treatment) or the BBC's plans for the development of the drama production, the BBC or its affairs which the Writer learns about unless already made public by the BBC;

(b) private information where a third party has a reasonable expectation of privacy; or

(c) personal data (as defined in the relevant data protection legislation) without the consent of the data subject.

Confidential information includes (without limitation) storylines, development plans (including for Long Running Series), characters, cast and information relating to the terms of the Deal Memo. Private information includes (without limitation) information concerning other performers, BBC staff or agents.

26.2 The Writer must take particular care not to disclose information on social media sites of which current examples include Twitter, Facebook, Instagram and Youtube.

26.3 Unless authorised to do so in writing by the BBC and then only to the extent and in the manner that has been authorised, the Writer must not take photographs or record any BBC activities in any format at any venue (e.g. BBC's studios/premises, locations).

27. DATA PROTECTION

The BBC is responsible for handling personal data the Writer provides in accordance with data protection law. The BBC has a legitimate interest in using the Writer's personal data for journalistic, artistic and literary purposes and for the performance of the contract between the Writer and the BBC and fulfilling the BBC's legal obligations. The Writer may also provide special category or criminal offence data which may be used for the purposes of journalism, arts and literature or otherwise where the law allows. For information visit https://www.bbc.co.uk/contributors/privacy-notice/

28. WARRANTIES AND INDEMNITY

By signing the Deal Memo the Writer warrants that the Writer:

28.1 is or will be the sole author of the Script which is wholly original to the Writer (except to the extent that it is based on or relates to the work of third parties provided by the BBC or a third party work which is otherwise agreed for inclusion in writing by the Writer and the BBC in the Deal Memo) and does not infringe the copyright or any other right of any third party nor contain

any defamatory statement or innuendo which if published in any form whatsoever might confer on any person firm or company a right of action or claim for damages (provided however that the Writer shall not be liable for any defamatory matter which in the opinion of the BBC was included in the Script without negligence or malice on the Writer's part)

28.2 is free to accept this engagement, and has no commitments and will not make or accept any commitment which shall prevent the full rendering of the Writer's services required to the BBC in accordance with this Agreement

28.3 is a "qualifying person" (for the purpose of ensuring that the Script qualifies as a copyright work) within the meaning of the Act

28.4 will at the expense of the BBC do all such further acts and sign or execute all such further documents or deeds as the BBC may require to protect vest in or confirm to it the rights intended to be granted hereby

28.5 will indemnify the BBC against all actions proceedings costs claims and damages and any compensation agreed on the advice of Counsel arising from any breach or non-performance by the Writer of any warranty contained in this Agreement. The BBC will consult with the Writer prior to settling any claim against the BBC by a third party pursuant to this clause.

29. BBC'S LICENSEES

The BBC shall be entitled to license or sub-license any of the rights granted to it by the Deal Memo and the benefit of the whole or any part of the agreement and the warranties and covenants of the Writer therein contained to any other person firm or company whatsoever PROVIDED THAT the BBC will remain liable in an ongoing manner for its obligations and undertakings as set out in its agreement with the Writer and that any licence of the right to make the Recording will be agreed in good faith consultation with the Writer. The BBC agrees to give the Writer notice of any licence of the entire benefit of its agreement with the Writer within twenty-one days of its occurrence.

30. TERM AND TERMINATION

The Agreement between the BBC the Society the WGGB and the PMA may be terminated by any party on giving 6 months' written notice of termination to the others, no such notice to be given prior to the fifth anniversary of the date of its signature. Termination of the Agreement shall have no effect on the subsistence of any agreement between the BBC and a Writer which incorporates its terms.

31. NOTICES

31.1 Any notice required to be given pursuant to the BBC's agreement with the Writer shall be in writing (not e-mail) and shall be delivered to the address of the other party set out in that agreement or such other address as may be notified in writing to the other party from time to time.

31.2 Any notice required to be given pursuant to the Agreement between the BBC the Society the WGGB and the PMA shall be in writing (not email) and shall be delivered to the address of the relevant party set out in the Agreement or such other address as may be specified in writing to the relevant party from time to time.

31.3 Any such notice duly given shall be deemed to have been received: if delivered by hand at the time of delivery; or if sent by fax by the first working day next following the day of sending; or if sent by post four working days after posting.

32. ASSIGNMENT

The Writer shall not assign transfer charge or deal in another manner with the Writer's agreement with the BBC or any right of the BBC under it or sub-contract any or all of the Writer's obligations under it.

33. NO AGENCY PARTNERSHIP JOINT VENTURE OR EMPLOYMENT

33.1 Nothing in the agreement between the BBC and the Writer 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 and the Writer shall not have the power to obligate or bind the BBC in any matter whatsoever.

33.2 Nothing in the Agreement between the BBC the Society the WGGB and the PMA shall be deemed to constitute one party as the agent of another party or create a partnership or joint venture between any parties.

34. VARIATION

34.1 No amendment to the terms of the agreement between the BBC and the Writer shall be valid or binding unless made by prior written agreement between the parties to that agreement or as provided for in that agreement.

34.2 No amendment to the terms of the Agreement between the BBC the Society the WGGB and the PMA shall be valid or binding unless made by prior agreement between the parties or as provided for herein.

35. VALUE ADDED TAX AND RECEIPT OF PAYMENT

All payments referred to in the Agreement:

35.1 are exclusive of Value Added Tax and the BBC agrees to pay Value Added Tax properly payable with respect to such payments on receipt of the appropriate invoice.

35.2 shall be paid to the Writer or to the Writer's authorised representative whose receipt shall be deemed to be authorised receipt of the payment by the Writer

36. SEVERABILITY

The unenforceability of any single provision of the agreement between the BBC and the Writer shall not affect any other provision therein.

37. HEADINGS

The headings of the clauses of the Agreement are provided for reference only and shall not limit or affect the meaning or interpretation of the said clauses.

38. PROPER LAW

The agreement between the BBC and the Writer shall be deemed to have been made in the United Kingdom. Unless otherwise agreed in the Deal Memo, such agreement shall be interpreted in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English and Welsh courts. If the Writer has a substantial connection with Scotland, the Writer may request and the BBC shall agree that the laws and jurisdiction of Scotland may apply instead. Where the BBC considers it appropriate the BBC may request and the Writer shall agree that the laws and jurisdiction of Scotland shall apply.

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE ONE

MINIMUM FEES

1. Minimum Rates

The parties to this Agreement shall from time to time agree minimum rates for writers which shall be reviewed annually. The minimum rates shall be the basis for calculating Fees payable to writers as set out below which shall be subject to individual negotiation between the BBC and the Writer or the Writer's professional representative.

1.1 The minimum rate for established writers shall be £101.41 per minute where the Fee is for two Transmissions and £60.80 per minute where the Single Transmission Fee applies. The rate shall apply in respect of all Scripts specified in Clause 2 of this Agreement where the Writer has had 120'00 minutes of dramatic works covered by this Agreement transmitted on BBC radio provided that this has been achieved over more than at least two Plays, Dramatisations, Dramatised Features, Adaptations, Series or Long Running Series.

1.2 If a Writer has not yet fulfilled these criteria BBC can offer an agreed Fee of no less than £67.23 per minute as a beginner's minimum rate, where the Fee is for two Transmissions and £40.33 per minute where the Single Transmission Fee applies.

2. Rates for Drama Categories

The following percentages of the rates set out in paragraph 1. above shall apply as guidelines to establish parameters for negotiation of individual Fees:

2.1 Play or Series, the Format or source material of which is provided by the Writer: 100%

2.2 Play or Series where Format is provided to the Writer: 90%

2.3 Dramatisations

2.3.1 Requiring major structural changes and writing of more than half of dialogue: 85%

2.3.2 Without major structural changes but Writer writes more than half of dialogue: 75%

2.3.3 Without major structural changes and Writer writes less than half of dialogue: 65%

2.4 Semi-Dramatised Narrations: 55%

2.5 Dramatised Features: such percentage of the rate as the proportion of dramatic material bears to the whole Script and taking into account all relevant factors.

2.6 Adaptations: for settlement as appropriate by good faith agreement taking into account all relevant factors

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE ONE

MINIMUM FEES

3. Long Running Series

3.1 The following rates shall apply per Script:

3.1.1 The Archers: £1016

3.2 The following daily rates shall apply for Script conference attendances (including all contributions at and for such attendances):

3.2.1 The Archers: £133.00; or £162 for attendance at long term script conferences which, for the avoidance of doubt, covers prior submissions, if made, of a storyline pitch document of up to 250 words not involving extensive research. For submissions selected for further development, the writer will be notified prior to the long term script conference and any further development of the storyline pitch document following the script conference will be subject to payment to the writer of a further £100.

4. Podcast Commissions

Category 1	Up to 6 Minutes	**£312**
Category 2	7-10 Minutes	**£573**
Category 3	11-19 Minutes	**£1041**
Category 4	20-29 Minutes	**£1562**
Category 5	30-40 Minutes	**£2291**
Scripts over 40’00		subject to individual negotiation

5. Dramatic Scripts of 15 minutes or less (excluding Podcast commissions): rates will be subject to individual negotiation in good faith.

6. Attendance fee: the attendance fee payable under clause 25 is £73.00 per day

7. Duration Basis for Fees

The Fee will be based on the slot duration for the programme including the Script in all cases except for the drama strand within the Woman’s Hour programme where the Fee will be based on the actual duration of the programme itself subject to a minimum of ten minutes.

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT
SCHEDULE TWO
REPEAT FEES FOR BBC PUBLIC SERVICE USES

1. The BBC will pay the Writer the following amounts in respect of repeat Transmissions within fourteen days of such Transmission taking place:

Service or Genre for which Commissioned

A.	**Domestic and World Services**	
	1	**2**
Transmission	**Two Transmissions Fee Option** **BBC commissions all Plays and Original Series and Adaptations and Dramatisations for Domestic Services on this basis (but see Column 2 for a commission for a National Region)**	**Single Transmission Fee Option** **BBC normally commissions scripts for a National Region, World Service Adaptations and Dramatisations and all Dramatised Features on this basis but see Column 1 for where BBC opts to pre-purchase two Transmissions**
First Domestic, Regional or World Service Transmission	Included in Two Transmissions Fee	Included in Single Transmission Fee
First repeat in original service	Included in Two Transmissions Fee	Narrative Repeat: 50% of Single Transmission Fee other repeats: 75% of Single Transmission Fee if Domestic Transmission 50% of Single Transmission Fee if World Service Transmission
Further repeat if as Domestic Transmission	Additional 45% of Two Transmissions Fee	Narrative Repeat: 50% of Single Transmission Fee other repeats: 75% of Single Transmission Fee if Domestic Transmission 50% of Single Transmission Fee if World Service Transmission
Repeat as Regional Transmission	Additional 30% of Two Transmissions Fee	Narrative Repeat: 50% of Single Transmission Fee other repeats: 75% of Single Transmission Fee if Domestic Transmission 50% of Single Transmission Fee if World Service Transmission
Further Repeat as World Service Transmission	Additional 30% of Two Transmissions Fee	50% of Single Transmission Fee
Repeat in Foreign Language on World Service (2 Transmissions)	Additional 15% of Two Transmissions Fee	25% of Single Transmission Fee
All Repeats on Designated Channels for five years from first Transmission	Included in New Public Service Use Fee	Included in New Public Service Use Fee
Repeats on Radio 4 Extra upon expiry of five year period above	Additional 5% of Single Transmission Fee for three year package of uses set out in clause 7.6 (a)	Additional 5% of Single Transmission Fee for three year package of uses set out in clause 7.6 (a)
Repeats/Uses covered by the New Public Services Fee (excluding Radio 4 Extra) upon expiry of initial five year licence	Additional 7.5% of Single Transmission Fee per additional five year licence as per Clause 7.6 (a) (ii)	Additional 7.5% of Single Transmission Fee per additional five year licence as per Clause 7.6 (a) (ii)

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE TWO

REPEAT FEES FOR BBC PUBLIC SERVICE USES

B.	**Service for which Originated**
Transmission	**Designated Channels**
First Designated Channel Transmission	Included in Single Transmission Fee
All Repeats on Designated Channels for five years from first Transmission	Included in New Public Service Use Fee
Repeats on Radio 4 Extra upon expiry of five year period above	Additional 5% of Single Transmission Fee for three year package of uses set out in clause 7.6 (a)
Further repeat if as Domestic Transmission	75% of Single Transmission Fee
Repeat as Regional Transmission	50% of Single Transmission Fee
Further Repeat as World Service Transmission	50% of Single Transmission Fee
Repeat in Foreign Language on World Service (2 Transmissions)	25% of Single Transmission Fee
Repeats/Uses covered by the New Public Services Fee (excluding Radio 4 Extra) upon expiry of initial five year licence	Additional 7.5% of Single Transmission Fee per additional five year licence as per Clause 7.6 (a) (ii)

C.	**Service for which Originated**
Transmission	**Podcast**
First Podcast Transmission	Included in Fee
All podcast exploitation for five years from first being made available	Included in Fee
Repeats on Radio 4 Extra	Additional 5% of Single Transmission Fee for three year package of uses set out in clause 7.7 (a)

Further repeat if as Domestic Transmission	75% of Single Transmission Fee
Repeat as Regional Transmission	50% of Single Transmission Fee
Further Repeat as World Service Transmission	50% of Single Transmission Fee
Repeat in Foreign Language on World Service (2 Transmissions)	25% of Single Transmission Fee
Repeats/Uses covered by the New Public Services Fee (excluding Radio 4 Extra) upon expiry of initial five year licence	Additional 10% of Single Transmission Fee per additional five year licence as per Clause 7.7 (a) (ii)

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT
SCHEDULE TWO
REPEAT FEES FOR BBC PUBLIC SERVICE USES

Transmission	**Archers (see Paragraph 3.1.1 of Schedule One for Archers Fee)**	**Transmission**
First Domestic Transmission	Included in Fee	First transmission on Designated Channel
		First simultaneous transmission on BBC Local Radio services
First repeat Domestic Transmission	Included in Fee (same day repeat)	All repeats on Designated Channels, (including simultaneous transmission on BBC Local Radio)
Second Repeat Domestic Transmission	Included in Fee (omnibus repeat)	Further repeat as Domestic Transmission
Third and Further Repeat Domestic Transmission	25% of Fee for each repeat Transmission	Further repeat as Regional Transmission (excluding the simultaneous transmissions on BBC Local Radio services as part of the repeat transmissions on Designated Channels)
Repeat as World Service Transmission	12.5% of Fee for each repeat Transmission	Further repeat as World Service Transmission
All Repeats on Designated Channels for five years from first Transmission	Included in New Public Service Use Fee	
Repeats on Radio 4 Extra upon expiry of five year period above	Additional 5% of Single Transmission Fee for three year package of uses as set out in clause 7.6 (a)	
Repeats/Uses covered by the New Public Services Fee (excluding Radio 4 Extra) upon expiry of initial five year licence	Additional 7.5% of Single Transmission Fee per additional five year licence as per Clause 7.6 (a) (ii)	

2. See also Clauses 6.2 and 7.2 to 7.6 of the Agreement which set out the rules for the application of the Single Transmission Fee, the Two Transmissions Fee and the New Public Services Fee.

3. For all Transmissions after a period of two years following the month of first Transmission for the purpose of calculating the residual payable for repeat Transmissions the Fee will be adjusted by the RPI Adjustment.

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE THREE

WRITER'S PARTICIPATION IN COMMERCIAL EXPLOITATION
(See Clause 9)
FORMAT PAYMENTS FOR SERIES
(See Clause 7.7)

A. Play or Script for Original Series

1. Worldwide Radio Distribution: 5.6 % Gross Receipts
2. Non-theatric Distribution (including Trapped Audience Distribution): 2 % of Single Transmission Fee
3. Audio Publication (subject also to Schedule Four below): £750 advance upon publication against the following percentages of Gross Receipts from distribution:

Unit Sales	% of Gross Receipts
Up to 20,000	6
20,001 – 40,000	6.5
Over 40,000	7

Provided for the avoidance of doubt that such advance and royalties are subject to the provision for electronic sales in Schedule Four below.

4. Television Transfer: to be agreed between the Writer and the BBC.
5. Print and Publication: to be agreed between the Writer and the BBC

B. Script for Series where BBC owns Format or other source material or Dramatised Feature -no proprietary Format or other proprietary source material

1. Worldwide Radio Distribution: 5.6 % Gross Receipts
2. Non-theatric Distribution (including Trapped Audience Distribution): 2 % of Single Transmission Fee
3. Audio Publication (subject also to Schedule Four below): £350 advance upon publication against the following percentages of Gross Receipts from distribution:

Unit Sales	% of Gross Receipts
Up to 15,000	2
15,001 – 25,000	2.5
25,001 – 40,000	3
Over 40,000	3.5

Provided for the avoidance of doubt that such advance and royalties are subject to the provision for electronic sales in Schedule Four below.

4. Print and Publication: where script used to be agreed between the Writer and the BBC
5. Changed Format: exploitation by the BBC. 50% of Changed Format Net Income from exploitation of the Writer's Scripts payable by the BBC to the Writer
6. All other rights: Writer participation only if Script used in which event to be agreed between the Writer and the BBC

C. Source to Script Transfer

1. Worldwide Radio Distribution: 4 % of Gross Receipts
2. Non-theatric Distribution (including Trapped Audience Distribution): 2 % of Single Transmission Fee
3. Audio Publication (subject also to Schedule Four below): £750 advance upon publication against the same percentages of Gross Receipts as are set out in Paragraph A above where Script and source work are contracted together; or £350 advance against the percentages set out in B above where they are contracted separately and provided for the avoidance of doubt that such advance and royalties are subject to the provision for electronic sales in Schedule Four below.
4. Print and Publication: if exploitation by the BBC to be agreed between the Writer and the BBC

D. Dramatisation or Adaptation where source work created by another Writer for another medium (eg novel or stageplay)

1. Worldwide Radio Distribution: 5.6 % Gross Receipts
2. Non-theatric Distribution (including Trapped Audience Distribution): 2 % of Single Transmission Fee
3. Audio Publication (subject also to Schedule Four below): £350 advance upon publication against the following percentages of Gross Receipts from distribution:

Unit Sales	% of Gross Receipts
Up to 15,000	2
15,001 – 25,000	2.5
25,001 – 40,000	3
Over 40,000	3.5

Provided for the avoidance of doubt that such advance and royalties are subject to the provision for electronic sales in Schedule Four below.

4. Changed Format: exploitation by the BBC. 25% of Changed Format Net Income payable by the BBC to the Writer (subject to source work owner's consent)
5. Print and Publication – Script Publications: to be agreed (subject to source work owner's consent)
6. All other rights: to be agreed if Script used

E. Series payments

Payments applicable for use of Format if the Series Rights are exercised where the Writer owns the Format but has not written the Script:

1. First Transmission of first Series: Format Fee
2. First Transmission of any further Series: Format Fee
3. Repeat Transmission: 10% of amounts set out in Schedule Two
4. Commercial Exploitation: 10% of payment set out in Paragraph A. above for category of exploitation

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE FOUR

AUDIO PUBLICATION

The BBC will pay the Writer in respect of the use of the Script for Audio Publication the amounts specified in Schedule Three provided that where distribution is of an electronic product (such as but not limited to so-called download to own or electronic sell-through) rather than a physical product (such as a CD), the advance payment shall not be made but instead the Writer will be paid the royalty at the highest percentage of Gross Receipts listed in Schedule Three for each category of Script from the first sale, rather than when the applicable number of sales has been achieved .

The following additional provisions will also apply:

1. Where the Script is featured in an Audio Recording together with other featured scripts the Writer shall receive such proportion of the advance and the royalty as the ratio of the playing time of material used from the Script bears to the overall playing time of all material featured in the Audio Recording and for the avoidance of doubt Clause 9.4 of this Agreement shall apply to Audio Publication where the Script has been written jointly.

2. Promotional Use

   2.1 the BBC may on a royalty free basis use in any media now or hereafter known extracts from a performance of the Script for promotional purposes only as follows:

      2.1.1 up to four minutes in total when the use is by broadcast or in a cable programme (including so-called streaming, on-line or webcast distribution)

      2.1.2 up to ten minutes in total for all other use in a promotional context including for example exhibition and point of sale use

   2.2 no royalties shall be payable by the BBC on distribution of Audio Recordings distributed to reviewers for promotional purposes to promote or stimulate sales or sold at a close-out at a price no greater than manufacturing cost for the purpose of deletion from records catalogues

3. A reserve for returns may be made of twenty percent (20%) of all sums due to the Writer for the relevant preceding six monthly accounting period to 30th June or 31st December following publication which said reserve shall be liquidated in the second following six month period.

4. The Writer acknowledges that the payments set out above take account of all the circumstances including the right to equitable remuneration for rental but without prejudice to any right of the Writer to receive income as set out in clause 10.1 of this Agreement.

5. The Writer shall be entitled to a credit on the back of the packaging cover of any product distributed in physical form which shall not be inferior in size or prominence to that given to the producer or director. The BBC shall also require such a credit to be included on the packaging where Audio Recordings are distributed by a sub-licensee. In the case of distribution by means of an electronic copy the credit shall appear within the product information section if applicable. Any inadvertent failure to comply with these provisions will not be a breach of this Agreement. A breach of the entitlement to a credit shall not entitle the Writer to seek injunctive relief and the Writer's sole remedy shall be in damages. The BBC will use reasonable endeavours to rectify any breach of the entitlement to a credit.

6. The BBC shall send to the Writer two copies of any Audio Publication distributed by BBC Worldwide Limited together with notification of the scheduled release date prior to such release. The BBC will use reasonable endeavours to procure for the Writer a copy of any Audio Publication released under a sublicence agreement with a third party distributor.

7. The BBC's exclusive rights under clause 4.1(a) of the Agreement shall in respect of Audio Publications shall be subject to the following provisions:

   7.1 If publication has not taken place within two years of first Transmission the Writer may serve notice in Writing requiring the BBC to confirm its intent to release an Audio Publication. If the BBC confirms that intent in writing within three months of receiving notice and has published an Audio Publication within twelve months from receiving the Writer's notice the BBC's exclusive rights shall continue as provided for in Clause 4.1(a).

   7.2 If the BBC notifies the Writer that it does not have that intent or if it fails to confirm its intent or to publish an Audio Publication in either case within the time periods allowed, the Writer shall be entitled to further notify the BBC in writing that the BBC's rights in the Script (but not in its Programme) shall become non-exclusive and the provisions of Paragraph 8 shall apply;

   7.3 The BBC shall give good faith consideration (upon written request by the Writer) to the release in favour of the Writer of the exclusivity of the BBC's Audio Publication rights in the Script should an Audio Publication become out of print (including any analogous cessation of exploitation in electronic media form) at any time following publication.

   7.4 If the Writer notifies the BBC in writing of the terms of a bona fide firm third party offer to publish an Audio Publication based on a new production of the Script where an Audio Publication has become out of print at any time following publication, the BBC will give good faith consideration to such a release and will provide a good faith reason in writing should it wish to refuse to agree to this. If the BBC releases exclusivity Paragraph 8 below will apply. The Writer shall be entitled to require the BBC to confirm details of any continued exploitation of an Audio Publication.

   7.5 The BBC shall take remedial action within three months if the Writer notifies the BBC in writing of any material breach of the provisions of this Agreement in respect of Audio Publication rights which is capable of remedy. If the BBC fails to remedy such a breach the BBC's rights in the Script (but not its Programme) shall become non-exclusive and the provisions of Paragraph 8 shall apply. The right shall not apply where alternative remedial provisions have been agreed with the Writer (such as in respect of accounting or entitlement to credits) or where the disputes procedure set out in Clause 12.2 of the Agreement would apply.

8. Where the BBC's rights have become non-exclusive each of the BBC and the Writer shall be entitled to grant non-exclusive Audio Publication rights in the Script. The relevant provisions of this Schedule shall continue to apply to any subsequent exploitation of non-exclusive rights by the BBC and the Writer shall notify the BBC in writing of any grant by the Writer of non-exclusive Audio Publication rights in the Script in the event that the Writer becomes entitled to exercise them.

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT
SCHEDULE FIVE

DEAL MEMO

REF:

WRITER:
AGENT'S NAME:
ADDRESS:
TITLE OF SERIES:
TITLE OF PROGRAMME:
PROJECT NUMBER:
TYPE OF WORK:
LONG RUNNING SERIES: [Yes/No]
NUMBER OF SCRIPTS COMMISSIONED:
DURATION:
FEE:
FIRST DRAFT DELIVERY DATE:
SERVICE:
COMMISSIONING EXECUTIVE:
OTHER CONDITIONS:

On signature by both parties of this Deal Memo –

(a) The British Broadcasting Corporation (**'the BBC'**) commissions, and

(b) the Writer commits to write and hereby grants rights in,

an original dramatic work or works as specified above. The terms of this commission and the licence hereby granted are as set out in the Radio Drama Script Commissioning Agreement current at the date hereof between the BBC, the Society of Authors ("the Society"), the Writers' Guild of Great Britain (the "WGGB") and the Personal Managers' Association Limited ("the PMA"), the terms of which (and any terms subsequently agreed) are incorporated by reference into this Deal Memo. If any of the terms of this Deal Memo conflict with those of the Radio Drama Script Commissioning Agreement, a copy of which is available from the BBC on request, the terms of this Deal Memo shall prevail.

The Writer acknowledges that the provisions for payments to the Writer set out in the Radio Drama Script Commissioning Agreement can be altered from time to time (in which case the Writer will receive the updated payment in respect of a use of the Script made after the alteration) or determined as set out in that Agreement for uses for which a payment has not been determined at the time of signature of this Deal Memo and agrees that such alterations and determinations shall be binding upon the Writer in respect of relevant uses of the Script.

For and on behalf of the BBC	By or on behalf of the Writer
Date _____	Date _____

PENSION

Under the terms of the Radio Drama Script Commissioning Agreement you are entitled to make and to have made by the BBC on your behalf contributions to The Writers' Guild of Great Britain Pension Scheme ("WGGB Pension Scheme"), available to members of the Society, WGGB or the PMA who are also members of the WGGB Pension Scheme.

You can direct that 6% of the Single Transmission Fee should be set aside from the payments to you. This amount will be paid into the WGGB Pension Scheme for your benefit. In addition, the BBC will also contribute a further amount equal to 8% of the Single Transmission Fee into the WGGB Pension Scheme for your benefit.

If you wish to direct that part of the Fee should be set aside and paid into the WGGB Pension Scheme then please complete the relevant declaration below.

The Writers' Guild of Great Britain Pension Scheme
The BBC is hereby authorised and undertakes to set aside from the payment(s) of the Fee(s) the Writer's Contribution under the BBC's/Writers' Guild Pension Fund Agreement and to pay such amount direct to the Pension Fund for the Writer's credit together with the BBC's Contribution. For and on behalf of the Writer _____ Date _____ Writer's WGGB Pension Scheme number: _____

RADIO DRAMA SCRIPT COMMISSIONING AGREEMENT

SCHEDULE SIX

DESIGNATED CHANNELS
(See Clause 7.5 and 8.2)
The Designated Channels at the date of this Agreement are:

A 1Xtra
B 6 Music
C Radio 4 Extra
D Asian Network
E Five Live Sports Extra

Signed for and on behalf of the
British Broadcasting Corporation .....

Signed for and on behalf of the
Writers' Guild of Great Britain ……

Signed for and on behalf of the
Society of Authors ……

Signed for and on behalf of the
Personal Managers' Association Limited ……..