

BBC RADIO 4 EXTRA AGREEMENT

An Agreement between :

1. THE BRITISH BROADCASTING CORPORATION whose principal office is at Broadcasting House, Portland Place, London W1A 1AA (the "BBC") and
2. THE WRITERS' GUILD OF GREAT BRITAIN of 1st Floor, 134 Tooley Street, LONDON, SE1 2TU (the "WGGB") and
3. THE PERSONAL MANAGERS' ASSOCIATION LIMITED whose registered office is at Summit House, 170 Finchley Road, LONDON, NW3 6BP (Company Number 00487049) (the "PMA") and
4. THE SOCIETY OF AUTHORS OF 24 Bedford Row, LONDON, WC1R 4EH (the "Society")

Dated 3rd May 2019

1. Introduction

- 1.1 BBC Radio 4 Extra is a speech-based BBC public service digital radio channel broadcasting programmes from the BBC Radio programme library as well as programmes specially commissioned or acquired for Radio 4 Extra featuring in particular; drama, readings and comedy
- 1.2 This Agreement replaces all previous agreements relating to the use on Radio 4 Extra of any literary and dramatic script and source work contributions ("Contributions") from the BBC Radio programme library, the latest of which are the BBC7 Agreement dated 15th January 2007 and Extension Agreement dated January 2013 which expired on 31st March 2019
- 1.3 For the purposes of this Agreement the BBC Radio programme library ("the Radio Programme Library") is the BBC's library of programmes which been broadcast on another BBC Radio service prior to the first transmission of the programme on BBC Radio 4 Extra
- 1.4 For the avoidance of doubt:
 - 1.4.1 This Agreement covers the Radio Programme Library and does not cover scripts for new programmes specially commissioned for Radio 4 Extra

1.4.2 This Agreement does now cover new programmes making use of Contributions of programme extracts from the Radio Programme Library (but not the script for the new programme which will be commissioned as set out below)

1.4.3 The BBC has revised the Radio Drama Agreement and all other relevant literary and dramatic copyright radio agreements to make specific provision for the commissioning of radio programmes for Radio 4 Extra and for secondary use of new radio programmes first commissioned for another BBC Radio service on Radio 4 Extra. The terms of this Agreement will not apply to any literary and dramatic copyright contributions made or used under such revised agreements.

1.5 This Agreement relates to the availability of BBC Radio 4 Extra by all means of digital transmission including simultaneous streaming of programmes and including making programmes transmitted on Radio 4 Extra available on demand via the Internet for access by the public by means of a temporary download for up to 30 days plus a further 7 days to listen (if downloaded) provided such download is protected by appropriate industry standard digital rights management (DRM) protection technology designed to prevent users from making a permanent copy of the programme.

2. Objective

2.1 This Agreement sets out a basis for the use of Contributions from the Radio Programme Library which are included in programmes broadcast on Radio 4 Extra that is acceptable to the BBC and to the Owners' Representatives, taking into account the unique requirements of Radio 4 Extra and the interests of individual copyright owners. Accordingly, the BBC will seek consent for the use of Contributions on Radio 4 Extra on these terms.

3. Permission

3.1 Permission to use Contributions from the Radio Programme Library included in programmes intended for broadcast on Radio 4 Extra will be sought by the BBC from the relevant copyright owners on an individual basis.

3.2 Permission will be sought and consent obtained on a once-only basis from each individual copyright owner for the use on Radio 4 Extra of all the programmes in the BBC Radio Programme Library to which they have made a Contribution.

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

- 3.4 Permission will be sought to use Contributions included in programmes from the Radio Programme Library for transmission on Radio 4 Extra on the basis that programmes will be transmitted in their entirety, save where brief edits are necessary for reasons of taste or topicality or where the programme extract provisions apply as set out in the Schedule to this Agreement.
- 3.5 The BBC shall publish, on a weekly basis, rolling schedules of programmes intended for transmission on Radio 4 Extra over each successive period of 12 weeks.

4. Specific Programmes

- 4.1 Copyright owners may specify in writing at the point where general permission is granted to the use on Radio 4 Extra of programmes which include their Contributions that this is subject to specific permission not being granted in relation to any named, individual programme (s).
- 4.2 Following the grant of general permission under 4.1 a copyright owner may subsequently give 12 weeks' notice in writing that permission to use a named, individual programme on Radio 4 Extra which includes Contributions by the copyright owner is withdrawn. To be effective, notice of withdrawal of the permission to use a named, individual programme on Radio 4 Extra must have been received in writing by the BBC at least 12 weeks prior to the date of the proposed first transmission on Radio 4 Extra.
- 4.3 Where a named, individual programme or the series of which it forms a part has been transmitted on Radio 4 Extra under the terms of this Agreement or, following the commencement of this Agreement, been included by the BBC in a published schedule of programmes intended for transmission on Radio 4 Extra, the withdrawal of that named, individual programme under this clause shall be subject to the expiry of the licence period in 7.2.

5. Term of Agreement

This Agreement relates to Contributions in programmes from the BBC Radio Programme Library which are broadcast on Radio 4 Extra from 1st April, 2019 onwards.

6. Notice

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

7. Payment and Licence

- 7.1 From 1st April 2019 the rate of payment for contributions included in programmes broadcast on Radio 4 Extra in accordance with this Agreement shall be calculated on a rate per minute (or part thereof) basis as follows:

Original script material	£3.66 per minute
Dramatisations (including specially commissioned translations)	£2.38 per minute
Source work material (including translations)	£1.41 per minute
Abridgements	£0.84 per minute

The rate of payment shall be increased annually on 1st April (starting 1st April 2020) for each payment falling due on a cumulative basis pro rata to the increase occurring between the Retail Prices Index ("RPI") figure (including mortgage interest payments and indirect taxes) which is available for the month of commencement of each following year of this Agreement and the published figure for RPI in March in each successive year of the Agreement capped at 3%.

- 7.2 In return for the above payments, Radio 4 Extra shall obtain a licence entitling the BBC to broadcast programmes on Radio 4 Extra including the relevant Contributions on 6 transmission days (where a "transmission day" is any continuous period not exceeding 24 hours within which a programme may be transmitted a maximum number of 4 times) over a period of three years commencing from the date of the first broadcast of the programme on Radio 4 Extra, after the date of the commencement of this agreement. For clarity, following each broadcast the BBC shall be entitled to make the programme available as an audio stream or temporary download for up to 30 days plus a further 7 days to listen (if downloaded) provided such download is protected by appropriate industry standard digital rights management (DRM) protection technology designed to prevent users from making a permanent copy of the programme.
- 7.3 Payment to contributors shall be made only in respect of the total duration of their programme Contributions when they are first broadcast on Radio 4 Extra. For clarity if the BBC has exhausted the number of broadcasts permitted under a licence it shall be entitled but not obligated to obtain a further three year licence in return for a further payment on the same basis as is set out in Clause 7.1
- 7.4 Payment shall be made by the BBC to contributors in respect of their Contributions first broadcast on Radio 4 Extra by 30th April in the following year. This single payment shall be made to contributors with advice setting out the programme (s) to which the payment relates.

8. Review of Agreement

The operation of the agreement will be reviewed by the BBC and the Owners' Representatives on a six monthly basis starting October 2020.

9. Law

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

10. Signatures

This agreement was reached on 22/10/19.....(date) and signed:

1. For the BBC by

Neil Hunt.....(signature) NEIL HUNT.....(name)

2. For the Owners' Representatives by:

PMA Elaine Steel.....(signature) ELAINE STEEL.....(name)

SoA Theodore Jones.....(signature) THEODORE JONES.....(name)

WGGB Ellie Peers.....(signature) ELLIE PEERS.....(name)

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SCHEDULE

Extract Clearance for new make programming on Radio 4 Extra

The parties agree that in addition to the use of complete existing programmes from the Radio Programme Library under the provisions set out in the agreement (subject to clause 3.4), it will be appropriate for rights holders to allow the use of programme extracts incorporating their Contributions in new programmes commissioned for Radio 4 Extra where editorially appropriate as set out below and subject to the following terms.

Terms:

1. No permission to use a programme extract is implied where a general permission has been given to transmit a whole programme.
2. Individual clearance requests for each programme extract licence will be made to the rights holder, giving details of the context of the proposed BBC use of the extract (and details of the presenter if any and if known).
3. No extract use will be made which infringes a writer's right of integrity under Section 80 of the Copyright, Designs & Patents Act unless otherwise agreed upon clearance.
4. Each extract will be transmitted as an individual item and extracted unaltered from the original programme unless (in the case, for example, of a "Guess the punch-line type" comedy or other quiz show), the context and use has been agreed upon clearance.
5. Where the BBC wishes to use the script of the extract (as opposed to the recording containing the script) in a programme (for example in a 'game' where members of the panel take on the roles in the extract), in homage to or as a parody of the iconic nature of the extract, such use must be agreed upon clearance.
6. The payment for the extract clearance will be £11 for up to three minutes in duration with additional minutes paid the prevailing Radio 4 Extra rate for original script material (currently £3.66 per minute) subject to the RPI adjustment set out in clause 7.1 of the Agreement.
7. The extract licence will otherwise be on the same terms as the grant of rights in the agreement as follows:
 - (a) The duration of the licence shall be as set out in clause 7.2 of the Agreement

- (b) The payment will acquire the broadcast, streaming and temporary download rights set out in clause 7.2 of the Agreement**
- (c) Notice of withdrawal shall be available to the rights holder as set out in Clauses 4.2 and 4.3 of the agreement**