





photographers, presenters, producers, directors, owners of source material, library footage, stills and graphics or any other third party providing rights or services to the Programme and all materials associated with the Programme;

means (i) the GDPR, (ii) the DPA and (iii) any other applicable laws relating to the processing of Personal Data under this Agreement including the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all

an admission fee. For the purposes of this Agreement the Non-Theatric Rights shall include the Trapped Audience Rights;

(e.g. so-

Parties that the visual element of any such speech audio-led audio-visual Programme is captured within the scope of this Agreement and shall fall within the definition of the Programme;

means Personal Data processed by the Producer and/or BBCSD from time to time in the course of performing their obligations under this Agreement;

the delivery of a Programme to users throughout the world in a format generally known as Really Simple Syndication;

RSS Commercialisation Rights the right to and to authorise others to access and use

the original title of the Programme or any translated version thereof which may be registered as a trade mark or domain name or any other trademarks or domain names associated with the Programme;

the right to exploit a Programme by all forms of delivery systems to closed circuit systems in premises and in ocean going ships aircraft and the like where the audience does not pay a fee either directly or indirectly to consume a Programme.

the United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man;

all agreements with any Contributors in connection with the Programme including, without limitation, agreements with artists, composers, writers, producers and directors and Chain of Title Agreements;

any day excluding Saturday, Sunday or public holiday in the UK;

- 1.2 The Producer and BBCSD hereby agree that BBCSD shall be appointed as distributor of the Commercial Distribution Rights in accordance with the terms contained in this Agreement.
- 1.3 References to statutes shall be deemed to include where relevant all subsequent statutory amendments and variations to such statutes.
- 1.4 Headings in this Agreement are for reference only and shall not affect the interpretation of the Agreement.

## **2 GRANT OF COMMERCIAL DISTRIBUTION RIGHTS**

- 2.1 In consideration for the payment by BBCSD to the Producer of the sum of £1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Producer hereby grants to BBCSD (subject to the BBC Public Service Rights together with the Audio Holdback Release Policy) the exclusive right to exercise or authorise a third party to exercise the Commercial Distribution Rights in the Programme in the Territory for the Term in accordance with the terms of this Agreement, subject to the Holdbacks and/or any limitations on exclusivity specified in the Special Terms.
- 2.2 The Producer hereby grants BBCSD the first option to renew the Term upon the same terms as are set out herein BBCSD shall be entitled to exercise such option by sending notice in writing to the Producer at any time up to 60 (sixty) days prior to the expiry of the Term.
- 2.3 In the event that any Further Programmes are commissioned, BBCSD shall have the first option to acquire the same Commercial Distribution Rights in any such Further Programmes upon the same terms as are set out herein for the Programme.
- 2.4 BBCSD acknowledges that the Changed Format Rights and Changed Format Ancillary Rights are reserved to the Producer and/or the writer(s) or other underlying rights-holders. The



and the. In respect of production music the Producer shall buy out all mechanical copyright throughout the world for the Term, in relation to the Commercial Distribution Rights. As such the Producer will either procure production music from registered libraries; or buy out the mechanical copyright

**3.2.3 Commercial Music (including commercial sound material underlying existing copyright compositions):** Comr

Producer undertakes not to include any commercial mu

3.3 BBCSD shall have the right, except as otherwise provided, to approve all Underlying Agreements and to require the Producer to supply copies of such Agreements to BBCSD.

...provisions to the Underlying Agreements. If such revisions are required for the

Distribution Rights and the Producer shall procure such an Agreement. Following approval by BBCSD of any Underlying Agreement, the Producer shall not amend alter waive vary rescind terminate or suspend such Agreement without the prior written consent of BBCSD.

3.5 Without prejudice to BBCSD's obligations under the General Terms and Conditions, the Producer shall ensure that all Underlying Agreements contain provisions in which the Producer consents under the Copyright, Designs and Patents Act 1988 to BBCSD, its successors licensees and assignees to do the following:

3.5.1 to exploit the Programme in accordance with the rights granted to BBCSD (including without limitation, the right to exploit the rental right and the lending right in the Programme);

3.5.2 subject to obtaining any necessary approvals/clearances as notified to BBCSD by the Producer to make, issue and exploit publicity and promotional material concerning such persons in accordance with the rights granted under this Agreement.

3.6 All agreements with writers authors directors and any other relevant personnel shall include an express waiver of moral rights in the product of such persons services and in the Programme under Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 and all similar rights worldwide.

4 DELIVERY





## **7 TRAILS AND PROMOTIONAL ACTIVITY**

- 7.1 Subject to the prior approval of the Producer and to BBCSD making and paying for all necessary clearances BBCSD shall be entitled at its own cost to make and use (and authorise third persons to make and use) trails of the Programme and other publicity and promotional material (including still photographs) by such means and in such manner media and territories as BB

- 8.1.8 all photographic, literature and promotional material supplied to BBCSD for use in accordance with this Agreement shall each individually comply with the BBC Guidelines and shall not impair the quality, meaning or integrity of the Programme or bring BBCSD or the Commissioning Entity into disrepute or be defamatory of any person;
- 8.1.9 the Producer shall comply with the BBC Guidelines in relation to the production and delivery of the Programme and all Programme materials delivered by the Producer to BBCSD;
- 8.1.10 the Producer will comply with the provisions of the BBCSD Anti-Fraud and Corruption Code of Conduct, published here <https://www.bbcstudios.com/anti-fraud-and-corruption/> as updated from time to time and shall comply with all laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, anti-tax evasion and anti-money launder0 Gp0er0





connection with the application, registration, maintenance or enforcement of such Trade Marks shall be recoupable by BBCSD as a Distribution Expense.

## 14 DATA PROTECTION

- 14.1 Within this General Term 14 the terms "**processing**", "**Personal Data**", "**controller** **data subject** **processor** **personal data breach** **supervisory authority** **joint controller**
- 14.2 The parties acknowledge that the Producer and BBCSD may each process Programme Personal Data and unless otherwise specified in this Agreement, the Producer will be the controller of any Programme Personal Data processed for the purpose of the commissioning and production of the Programme and BBCSD shall be the controller of the Programme Personal Data it processes under or pursuant to this Agreement. For the avoidance of doubt, BBCSD and the Producer shall each be a controller of such Personal Data but shall not be considered joint controllers.
- 14.3 Each of the Producer and BBCSD undertake to comply with their obligations under Data Protection Legislation in connection with the Programme Personal Data and this Agreement.
- 14.4 The Producer and BBCSD shall, and shall ensure that its respective employees, sub-contractors and/or agents shall, in relation to the Programme Personal Data processed in connection with its obligations under this Agreement:
- 14.4.1 only process the Programme Personal Data in accordance with its privacy policy and for the purposes of performing its obligations under this Agreement and/or as otherwise may be required by the Data Protection Legislation;
- 14.4.2 not disclose the Programme Personal Data in a form which permits identification of data subjects to any other party except to such employees, professional advi00088nvi







18.2 Subject to General Term 18.3, any such notice may be delivered personally or by first class pre-paid letter or fax transmission or by email and shall be deemed to have been served if by hand when delivered, if by first class post 48 (forty-eight) hours after posting, if by airmail 7 (seven) days after posting, if by fax on receipt of a transmission confirmation by the sender, and if by email, the next business day following the date on which the email was sent.

18.3

- 19.8 Each party shall keep any information relating to the business affairs of the other party confidential and will not disclose such information to any other person except to the extent that such information is already in the public domain.
- 19.9 The headings in this Agreement are for convenience only and shall not affect the construction of any provision in it.