

**S4C'S TERMS OF TRADE – SECOND ISSUE / FOR PROGRAMMES  
COMMISSIONED UNDER THE S4C CODE OF PRACTICE.**

**Clause**

**no**

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### **Introduction**

- 1.1 These Terms of Trade outline the terms upon which S4C usually commissions programmes from the independent sector and expand upon the key principles contained in S4C's Code of Practice. This is the Second Issue of the Terms of Trade and it reflects changes agreed between TAC and S4C during the review conducted in 2005 – 2006. Much of the explanatory narrative and context provided in the First Issue has been deleted as the Terms of Trade have now been operational for two years. However the First Issue has been retained for reference in the [Archive](#).
- 1.2 To assist producers to decide whether or not to offer a programme or series to S4C under these Terms of Trade, S4C publishes a range of [tariffs](#) for each genre of programme commissioned by S4C.
- 1.3 A producer can always choose to offer a programme to S4C on a different basis than that suggested in S4C's Terms of Trade. The following fall outside S4C's Code of Practice:-
  - 1.3.1 the programmes supplied by the BBC and/or Channel 4 to S4C pursuant to the Broadcasting Act 1990;
  - 1.3.2 any programme or series covering events or based on underlying material belonging to a third party and where S4C has acquired or licensed the necessary rights directly;
  - 1.3.3 any other programme or series where the producer does not own or control the necessary rights in the programme idea or format including but without limitation where S4C conducts a tendering process to produce a programme or series in accordance with a programme specification devised and developed by S4C;
  - 1.3.4 co-productions where there is a significant level of co-operation and consultation between S4C and any third party financing or taking rights in the co-production;
  - 1.3.5 all programmes supplied by the BBC and/or ITV Cymru Wales to S4C (as neither is an 'independent producer' according to OFCOM's Guidelines) and/or any other supplier that is not an 'independent producer' according to OFCOM's Guidelines. In the case of the BBC (in relation to any programmes supplied to S4C by the BBC that are not programmes supplied to S4C pursuant to Section 58(1) of the Broadcasting Act 1990) and ITV Cymru Wales, S4C shall consider to what extent the key principles in S4C's Code of Practice should be adopted when commissioning programmes from them.
  - 1.3.6 programmes which the producer chooses to offer to S4C on the basis of a full assignment of copyright.

- 1.4 The parties to any commission may agree to an arrangement that is different to the terms included in S4C's Code of Practice and Terms of Trade.
- 1.5 These Terms of Trade will be reviewed regularly. Reviews will occur at least annually except in the case of the tariffs in Tables 1-4 inclusive [<http://www.s4c.co.uk/production/downloads/guidelines/e-tariffauarweiniol.doc>] which shall be reviewed in November 2006 and thereafter every three (3) years. Any changes will be made following discussions between S4C and TAC on behalf of its members.
- 1.6 This Second Issue of the Terms of Trade shall be deemed to replace the First Issue in its entirety. In the event that any review of the Terms of Trade results in a widening of the Primary Rights the Licence shall be deemed to incorporate the wider rights and there shall be no requirement for S4C to seek an amendment to the Licence. Exercise of such wider rights shall however be subject to S4C securing and paying for all necessary clearances of third party contributions and underlying rights material which the Producer was not required to clear under the original Licence.
- 1.7 Capitalised words shall (with some self explanatory exceptions) have the meanings given to them in the Licence.  
"Licence" means the licence by which S4C acquires the S4C Rights in the S4C Programme. S4C's standard licence is available [here](#)

## **2. Developing Projects**

- 2.1 In most cases, producers will develop a project without funds from S4C before any decision to commission is made. Encouragement to do so does not amount to a contractual commitment by S4C.
- 2.2 S4C's development policy is available [here](#). Where S4C contributes (whether financially or creatively) to creating, adapting or perfecting an idea, S4C will expect to own the rights in the development work jointly with the producer, in such shares as are fair taking into consideration the extent and nature of the each party's contribution. In such circumstances, neither party should exploit the rights in the development work without the permission of the other.
- 2.3 S4C will have the first option to commission a programme based on the development work. If S4C does not do so, or if the parties have not come to an agreement on the terms of a commission within a period of 12 calendar months from delivery of the development work (or such other period as may be agreed between the parties and specified in the development agreement), then the producer shall have the right to require S4C to re-assign all the rights in the development work and to offer the idea to another broadcaster provided that:

- 2.3.1 the producer or someone on their behalf repays to S4C a sum equivalent to S4C's contribution to the development work; and
  - 2.3.2 S4C's contribution to the development work is recognised through a suitable credit at the end of any programme based on the development work.
- 2.4 If the parties reach agreement regarding a programme commission, S4C will on request re-assign its entire rights in the development work to the producer so that the producer may offer the programme to S4C in accordance with S4C's Code of Practice, as long as S4C's contribution to the development work is acknowledged in some way. S4C's contribution to the work can be acknowledged in any one or more of the following ways:
- 2.4.1 a reduced Licence Fee for the programme
  - 2.4.2 direct repayment to S4C of a sum equivalent to S4C's contribution to the development work;
  - 2.4.3 rights in the programme over and above the Primary Rights;
  - 2.4.4 a higher share of Net Proceeds.
- 2.5 As a rule, development work is not expected to include any filming or recording work (and the standard development agreement does not authorise and therefore does not promise to pay for any such filming or recording). However, where key material needs to be filmed urgently before the proposed programme is commissioned, S4C may agree to commission such filming/recording work on the basis of a special development agreement for recording material. In such circumstances, filming this material is treated as development work and as part of the development process (rather than as a definite commission for the proposed programme).

### **3. The Commissioning Process**

An outline of S4C's commissioning process is available [here](#). S4C's tendering policy is available [here](#). The [Editorial and Business Brief](#) is a key element in the process and will be attached to the [Licence](#).

### **4. Editorial Control**

- 4.1 Each programme commissioned by S4C is expected to contribute to the objectives of S4C's [programme strategy](#). In addition, S4C has statutory responsibilities to ensure that the appropriate standards are maintained with regard to the quality and content of its programmes and that the programmes are suitable for their intended transmission slots and the target audience. S4C must therefore be able to ensure that each programme supplied to S4C is produced in accordance with S4C's commissioning requirements.

- 4.2 The producer will be responsible on a day to day basis for the production of the programme and for ensuring that such programme complies with the Editorial and Business Brief agreed in relation to it and with the other requirements of the Licence. Normally, S4C does not intend to be continuously involved in the production process, but the Commissioning Editor and other S4C representatives will wish to be able to contact the producer during the production period and to receive regular reports on how the production of the programme is progressing. All decisions of substance shall be made by S4C and the producer jointly and S4C shall give fair consideration to the producer's opinion. In the last resort, however, if there is a dispute, S4C shall have the final say in relation to the version of the programme delivered to S4C.
- 4.3 The [Editorial and Business Brief](#) will be attached to the Licence. It will list the key elements that the Commissioning Editor will have the right to approve for each programme. A timescale will be agreed for delivery or notification of the key elements to the Commissioning Editor and their approval by the Commissioning Editor. Where S4C cashflows the Licence Fee, the part-payments will be dependent upon these approvals having been given.
- 4.4 Once the Editorial and Business Brief has been agreed, the Commissioning Editor's prior written approval will be required for any proposed changes to the key elements.
- 4.5 The producer will make any changes that the Commissioning Editor requests so that the programme complies with:
- 4.5.1 the Editorial and Business Brief;
  - 4.5.2 the terms of the Licence;
  - 4.5.3 the [Compliance Guidelines](#) the [Technical Requirements](#), and the [Delivery Requirements](#)

Any such changes shall be made within the Licence Fee unless otherwise agreed in writing by the Unit Manager.

- 4.6 S4C will consider paying additional costs (which must be noted and agreed in writing by the Unit Manager beforehand) arising from requesting the producer to carry out additional work as a result of S4C's editorial decisions, on condition that the producer has kept to the Editorial and Business Brief. In such a situation, the producer shall be responsible for informing the Unit Manager of any additional work arising from the Commissioning Editor's editorial decisions.
- 4.7 The Editorial and Business Brief will specify how many breaks are likely to be required for commercials, but S4C retains the right to edit the material after delivery in order to change the locations and / or number of the commercial breaks.

- 4.8 The Commissioning Editor may ask during the post-production period to see a list of the intended credits to be included in the programme, and if so, the Commissioning Editor's approval should be sought prior to producing the credits. The credits must comply with [S4C's Compliance Guidelines](#).

If a programme contains unacceptable credits, S4C may reject the programme or omit and/or change the credits without contacting the producer.

## **5. Delivery**

- 5.1 Every programme should be delivered in accordance with the requirements of the [Technical Requirements](#) and the [Delivery Requirements](#). The Technical Requirements and Delivery Requirements should be taken into consideration when negotiating the Licence Fee and preparing other production plans.
- 5.2 Every programme associated technical materials and Programme Information must arrive on or before the Delivery Dates (and if relevant, by the specified time) noted in the Licence. Any producer unable to deliver by the contractual Delivery Date must discuss the matter with the S4C's Head of Planning as soon as possible. Any changes agreed must be confirmed in a supplemental agreement before they come into force.
- 5.3 Programmes must arrive ready for transmission without having to be returned to the producer, for example, to correct spelling mistakes, reset titles or to obtain rights which should have been cleared. If the need arises to return a tape to the producer, it will be noted in a report to the Director of Commissioning.
- 5.4 S4C may claim liquidated damages for failure to deliver correctly and on time. Any failure will also be taken into consideration when deciding whether to commission the producer in the future.
- 5.5 Once a programme has been delivered, S4C will inform the producer if any changes need to be made under Section 4.5.
- 5.6 S4C reserves the right to make further changes for purely editorial reasons. S4C does not guarantee to transmit the programme.
- 5.7 The producer will keep a safety copy of the programme and all Programme Information which will be made available to S4C on request. The cost of this copy should be budgeted for when discussing the Licence Fee.

## **6. Television Access Services**

- 6.1 S4C will decide how television access material (e.g. signing subtitles or audio description) for the Programme will be sourced, whether that is in-house, from the producer or from a third party. S4C will specify in the Editorial and Business Brief whether a programme needs to carry television access services on delivery and, if so, in what format they should be delivered. An allowance will be included in the agreed Licence Fee.
- 6.2 Any television access material provided by the producer must be produced in accordance with the [Technical Requirements](#),

[Subtitling Guidelines](#),

and any other relevant guidelines from time to time as published on S4C's production website. S4C will own any television access materials commissioned by it and S4C will have the right to edit them and use them and to authorise others to use them as S4C sees fit.

## **7. Promotion and Marketing**

- 7.1 S4C shall have the sole and exclusive right in Wales and the non-exclusive right outside Wales to promote, market and advertise the programme and S4C's exploitation of it by all customary means or methods and in all media now known or invented in the future and to use clips from the programme in doing so.
- 7.2 This does not prevent the producer from promoting and marketing the programme outside Wales. The producer may promote the programme within Wales provided that is done in co-operation with S4C and with the written approval of S4C's marketing department. Producers will co-operate with S4C's marketing department and assist in the promotional and advertising campaigns conducted by S4C.
- 7.3 Producers will liaise with S4C's marketing department and press office to discuss publicity for their programmes and the nature and extent of the promotional campaign (if any) as soon as possible after the programmes have been commissioned.
- 7.4 S4C shall give the producer a credit in any promotional or marketing material published by or on S4C's behalf in relation to the programme as far as is reasonably practicable (e.g. on any programme-related website, on S4C's corporate website and on any press releases but not where size/time/design limitations make it impractical).
- 7.5 S4C may promote repeat transmissions of programmes and new series of Returning Series by means of extended clips from any previous series and / or the whole of the final episode of the last series (where still under licence to S4C) to be shown via

New Media for a period of seven (7) days before the proposed television showing of the repeated programme or new series. There will be no fee payable to the producer but S4C will be responsible for any clearance payments which are due. In the event that there is a commercial version of the programme in distribution, consideration will be given to how appropriate it would be to exercise this right. This arrangement will be reviewed in March 2007 when, to the extent reasonably practicable, S4C shall provide TAC with statistics on how frequently this right has been used.

- 7.6 The following material must be delivered to S4C at least three weeks prior to the intended transmission date or on the contractual Delivery Date for the programme tape if sooner:
- 7.6.1 a synopsis in Welsh and in English (approximately 100 words each);
  - 7.6.2 a listing in Welsh and in English (approximately 50 words each) and the relevant credits;
  - 7.6.3 any photographic material that S4C requests at S4C's cost.
- 7.7 At S4C's request the producer will promptly (taking into consideration the intended date of first broadcast of the programme) supply S4C with material for on screen promotions. Where the producer shoots or records such promotional material during the programme production period (when the appropriate personnel are available), the producer will be expected to bear the cost. Otherwise, S4C will pay the reasonable costs of providing such material, except where the request is necessary as a result of a failure on the producer's part to meet the contractual Delivery Date.
- 7.8 In all cases, S4C's marketing department will be responsible for preparing or supervising the work of preparing any on-screen promotions and trailers for broadcasts on S4C (although S4C may ask the producer to provide material or to carry out the production work on its behalf).
- 7.9 No producer should commission any artwork/photography or any other promotional or marketing material on S4C's behalf or at S4C's cost without the prior written approval of S4C's marketing department.

## **8. Compliance Guidelines**

- 8.1 The [Compliance Guidelines](#) apply to programmes commissioned by S4C.
- 8.2 Producers are required to comply with the [Sponsorship Guidelines](#) and to obtain S4C's prior approval for any credit or other benefit of any kind requested by any programme sponsor or event organiser. In particular, product placement and undue prominence (as defined in the Compliance Guidelines) are prohibited.

- 8.3 Producers are requested to contact S4C's [sponsorship agents](#) before taking any steps to obtain sponsorship for any programme.

## 9. Financial Matters

Please refer to "[Stages for Agreeing the licence Fee](#)" for an outline of the stages in agreeing the Licence Fee.

### 9.1 *Guidance on elements of the budget*

*Third party material and use of archive material from programmes commissioned by S4C*

- 9.1.1 The details of any third party material will be confirmed as a part of the budgeting process and will be noted in the Editorial and Business Brief as an assumption. Where a producer wishes to use Clips from programmes previously commissioned by S4C it should take note of the [Clips and Rushes Policy](#) and budget accordingly.

*Legal Fees*

- 9.1.2 S4C's Legal Department represents S4C's interests. In order to avoid any conflict of interests, producers should seek separate independent legal advice where appropriate. S4C anticipates that the budgets for the majority of programmes commissioned by it will not include an allowance for legal advice.

*Insurance*

- 9.1.3 S4C requires producers to maintain comprehensive insurance cover on all programmes commissioned by S4C. Producers should discuss the insurance requirements for the production of any programme commissioned by S4C with [S4C's insurance brokers](#)

as soon as possible in order to ensure suitable insurance arrangements are in place before pre production begins.

- 9.1.4 S4C operates a self-insurance [Scheme](#). The Scheme does not cover all risks. Producers intending to use the Scheme should be aware of the scope and levels of cover offered and of all exclusions which apply. It is possible to arrange additional cover through discussion between the producer and [S4C's insurance brokers](#) as long as S4C considers the additional insurance necessary and reasonable. Any premium due to the Scheme will be deducted by S4C

from the Licence Fee and paid directly to the Scheme on the producer's behalf.

- 9.1.5 The Scheme offers cover for the majority of programmes commissioned by S4C. Where S4C fully finances the cost of producing the programme, the producer will generally (and subject to an assessment of the risk to the scheme) be expected to insure the programme under the Scheme. Where S4C finances a lower share of the cost of producing the programme the matter should be discussed with S4C and its insurance brokers. Dependent upon S4C's insurance brokers' assessment of the risk to the Scheme it is possible that the Scheme will not offer insurance cover for the programme.

#### *Production Fee*

- 9.1.6 In those cases where a detailed budget is submitted and the producer and S4C therefore discuss a production fee, the discussion will occur as part of the process of agreeing a Licence Fee. The production fee will be negotiated individually in each case but, in the majority of cases, the fee paid will fall within a range of 5% to 9% of the direct costs of the programme.
- 9.1.7 Where S4C finances development work no production fee is payable. However if a programme is commissioned, the development costs will be included in the cost of the Programme.
- 9.1.8 There will be cases where S4C and the producer agree upon a Licence Fee without discussing a particular production fee.

#### *Training*

- 9.1.9 S4C supports training within the industry and encourages producers to do likewise. Producers will be asked to confirm whether they wish to use the services of Cyfle Cyf. as the recognised training body for the industry within Wales, and to contribute to Cyfle 0.25% (a quarter of one per cent) of the Licence Fee. Where the producer wishes to do so, S4C will deduct the contribution from the last instalment of the Licence Fee, and will pay it directly to Cyfle on its behalf.
- 9.1.10 Where the producer does not contribute to Cyfle, it will be asked to confirm this in writing, giving reasons why not. Where the producer is a member of TAC, S4C will provide TAC with a copy.
- 9.1.11 Whether or not the producer contributes to Cyfle, the producer shall submit a training plan to S4C with the first Editorial and Business Brief completed by the producer for its first S4C commission in each calendar year. S4C has produced a [questionnaire](#) to assist in this process. An

update on the plan will be submitted with the Editorial and Business Brief for each subsequent programme commissioned by S4C from the Producer in that calendar year. The training plan and update shall be in [standard form](#), confirming the details of the personnel to be trained, the training planned and the implementation period. In addition, the right is reserved to share details of the training plan with Skillset Wales, being the body which co-ordinates training requirements in Wales.

9.1.12 The training plan (or update as appropriate) shall be attached to the Licence.

9.1.13 The Producer shall complete returns and provide other information necessary to enable S4C to fulfil its reporting obligations to Ofcom and the Broadcast Training and Skills Regulator in respect of training. The Producer shall in November of each year in which it receives an S4C commission provide a report on the implementation of the training plan such report to be in such format as S4C requests.

### *Cashflow*

9.1.14 S4C will generally cashflow the Licence Fee in line with progress on the production linked to production editorial and financial milestones to be agreed with the Unit Manager in the Editorial and Business Brief and after the expenditure covered by that instalment has been incurred.

## *9.2 Monitoring and Managing Costs*

### *Bank Accounts*

9.2.1 Where S4C cashflows payments once expenditure has been incurred or pays upon delivery of the programme, S4C does not expect the producer to arrange a separate bank account and bank letter.

9.2.2 Where S4C cashflows according to the expected expenditure pattern the producer will open a separate bank account for each production and arrange a [bank letter](#) confirming that the money in the account is held on trust for S4C.

9.2.3 With S4C's agreement, the producer may pay (where a trust account exists) any surplus monies not needed in the short term and kept in the production account into an interest-bearing deposit account, although S4C may request that the surplus monies are returned to S4C until required by the production. It will be necessary to obtain an additional trust letter from the bank for any type of interest-bearing deposit account.

### *Cost Reports and Statements*

- 9.2.4 The producer will keep financial records sufficient to enable S4C to create an audit trail of production costs.
- 9.2.5 S4C and the producer shall agree the form and the frequency of any cost reports when discussing the cashflow for the production.
- 9.2.6 Cost reports should be delivered on the dates agreed in the cashflow schedule comparing the expenditure against the agreed budget and noting any variations in the expenditure that could lead to an underspend or overspend later in the production. Any reports will be expected to reflect the same level of detail as the budgetary discussions, e.g. if the budgetary discussions concentrated on key costs only, then the reports should concentrate on those costs, whilst confirming that the remaining costs in the budget are still on target.

### *Final Cost Report*

- 9.2.7 The producer should deliver a final cost report in all cases. The producer will be expected to deliver the report as soon as possible following the end of the production period and within 4 months of delivering the transmission copies (being delivery of the final episode in the case of a series). The final cost report will be expected to reflect the same level of detail as the budgetary discussions, e.g. if the budgetary discussions concentrated on key costs only, then the report should concentrate on those costs, whilst reporting on the final total aggregate costs of each remaining section of the budget. The final instalment will be paid (subject to compliance with the contractual delivery requirements) when a satisfactory final cost report has been received from the producer and (where S4C exercises the right) following an audit of the production costs. Where the cost of the MCPS music licence has not been received at this stage, the parties will need to discuss a realistic allowance for this cost and to retain the sum in a separate account pending receipt of the invoice.

### *Audits of Costs*

- 9.2.8 Generally, S4C will operate a random auditing procedure across all commissions. This corresponds to the guidelines in place with its auditors in order to ensure best value and S4C's accountability for public funds.
- 9.2.9 In all cases, S4C retains the right to audit the accounts and records occasionally during the production period and to audit the full costs. In particular S4C may audit any programme where:

- the commission is the producer's first, or the finance management personnel are new to their posts or inexperienced, or there have been administrative problems during production; or
  - there are substantial variations (above or below) the Licence Fee; or
  - the programme as delivered is different to the Editorial and Business Brief/the terms of the Licence.
- 9.2.10. Upon receipt of the final cost report the Unit Manager will confirm whether there will be an audit. Generally, the audit will occur within 3 months of receiving this report. The final instalment of the production fee/ Licence Fee will not be due until S4C has had the opportunity to conduct an audit of the final cost report. If no audit is held, S4C will release the final instalment but will retain the right to see the accounts and records.

#### *Overspends*

- 9.2.11 The producer will pay any overspend.
- 9.2.12 The only exceptions to this are where:
- the additional expenditure is the result of changes in the [Editorial and Business Brief](#) made at the request of the Commissioning Editor and agreed in writing by S4C. Where this happens, the additional net costs should have been discussed and agreed beforehand and confirmed in a supplemental agreement arranged by the Unit Manager. The supplemental agreement will increase the Licence Fee for the programme; or
  - S4C agrees that the overspend has arisen for reasons beyond the producer's control in which case S4C at its own discretion may agree to contribute to the overspend either on the basis of a loan to the producer, or on the basis that S4C's additional contribution is recouped from the Net Proceeds in first position.

#### *Underspends*

- 9.2.13 The producer will own any underspend resulting from the programme production as long as S4C is satisfied that such underspend has not arisen at the expense of editorial or technical content or in breach of the Licence or of what has been agreed in the Editorial and Business Brief (e.g. where the producer has expended less on the key elements, or on the on-screen quality of the programme or where the programme's production values are lower than agreed in the Editorial and Business Brief).

## **10. Collective Bargaining**

- 10.1 S4C encourages producers to establish and operate suitable industrial relations policies and arrangements which are consistent with industry standards and practice. It is advantageous to S4C that creative contributors to programmes broadcast on S4C from any source have been contracted in accordance with the terms of appropriate industrial relations contracts recognised by S4C (being in most cases the industrial relations contracts negotiated by TAC with the Unions/Guild which represent the creative contributors specifically for use on programmes commissioned by S4C and/or the agreements negotiated by PACT with the Unions/Guild for the benefit of its members). Where a producer makes direct arrangements with the Unions/Guild and/or the creative contributors to its programmes, then S4C retains the right to approve those arrangements specifically.
- 10.2 S4C and TAC are discussing a arrangements under which producers will contribute to the fund managed by the Directors and Producers Rights Society on behalf of its members. Once agreed the relevant arrangements will be implemented as agreed between S4C and TAC.

## **11. Statutory Responsibilities**

### *Equal Opportunities*

- 11.1 S4C is an Equal Opportunities employer. S4C does not differentiate on the basis of race, gender, religion or belief, age, disability, sexual orientation or marital status when employing staff or in any of its other employment policies. Disabled people, whether registered as such or not, are considered fully and fairly for all vacant positions and are given the same opportunities as other members of staff with regard to training, career development and ensuring promotion.
- 11.2 S4C's intention is that all producers making programmes for S4C will adopt and follow similar employment policies.

### *Racial Equality*

- 11.3 S4C is committed to abolishing illegal racial discrimination and to promoting equality of opportunity and good relations between people from different racial backgrounds. S4C believes that television can play a role in promoting equal opportunities and supports ethnic diversity in productions and on screen.

### *Freedom of Information*

- 11.4 The Freedom of Information Act 2000 gives individuals the general right to see all kinds of recorded information held by public authorities. Anyone making a written statutory application to a public authority for information must be notified whether or not the public authority holds such information and must supply them with such information.
- 11.5 Although the Act sets out a number of exceptions to the right to receive information, producers should be aware that there will be a duty on S4C to consider whether allowing any particular application for the information specified in the application will serve the public interest more than rejecting the application pursuant to any of these exceptions.
- 11.6 Further information about S4C's responsibilities under the Act can be found in [S4C's Freedom of Information Publication Scheme](#) at:

### *Children*

- 11.7 The law includes rules to protect children whenever they are involved in the production process, e.g. rules regulating their working hours, preventing them from working in dangerous places, looking after their educational needs and ensuring that appropriate local authority licences and chaperoning arrangements are in place. Producers must comply on all occasions with the requirements of the Children's (Performances) Regulations 1968. [S4C's Child Protection Policy](#) (as revised from time to time) will also apply and each producer dealing with children will be required to comply with the Policy in order to ensure that the welfare of children is protected at all times (including ensuring that the staff who work with children have been checked in advance). Please note the requirement for each production involving children to have a NSPCC trained designated person for child protection purposes. More details are contained in the [Child Protection Policy](#). S4C's policy does not replace the statutory obligations in this area on producers.
- 11.8 Strict rules exist in relation to reporting court cases involving children. Producers should comply in all cases with any instructions or orders given by a court forbidding the release of any details about any child taking part in any court case in any way, whether under the Children and Young Persons Acts or otherwise.

### *Health and Safety*

- 11.9 The aim of S4C's [health and safety policy](#) is to ensure that all producers are aware of their duties and responsibilities regarding health and safety on productions and that all the health and safety requirements and

obligations on the production are assessed and taken into consideration when planning and budgeting the programme.

- 11.10 Producers are reminded however, that they are responsible for the safety of everyone associated with their productions and that the Health and Safety Acts place this responsibility on them. S4C's policy does not replace these statutory responsibilities.
- 11.11 The [health and safety policy](#) (amongst other matters) requires producers to appoint a competent person as a part of the production team (namely a person who has completed a health and safety course in relation to film and television productions recognised by S4C and who is registered as a 'competent person' by S4C). If the 'competent person' does not have final responsibility on the producer's behalf for fulfilling the agreement, administering the budget and producing the programme then the person who does have such responsibility must have the same health and safety qualifications as the 'competent person'.
- 11.12 The producer shall follow the advice of the competent person with regard to all aspects of planning, budgeting and producing the programme and ensure that the competent person assesses all the risks of all aspects and stages of the production and devises systems and procedures and otherwise advises the producer on how to eliminate or minimise the possible dangers as far as possible.

#### *Data Protection*

- 11.13 All personal data supplied to S4C in connection with the programme may be processed by S4C for the purpose of exercising the Rights. The producer shall secure the consent of all relevant individuals to the processing of their personal data for this purpose. Such personal data supplied to S4C will be processed in compliance with S4C's Data Protection Policy.

## **12. Copyright and Credit**

Under [S4C's Code of Practice](#) any rights in any programme commissioned by S4C from an independent producer on the basis of a licence (other than the S4C Rights specifically granted to S4C by the independent producer) remain the absolute property of the producer. This means that the copyright in any such programme (including any copyright which exists independently in the S4C Programme) is the sole property of the independent producer.

Programmes commissioned under S4C's Code of Practice shall carry the following credit and copyright notice: -

“Cynhyrchiad [producer] ar gyfer S4C”

“©[producer] [year]”

### **13. Rights**

- 13.1 In accordance with OFCOM’s Guidelines, [S4C’s Code of Practice](#) sets out the minimum rights package that S4C will expect to acquire in any programme or series offered to S4C on the basis of a licence, being the ‘Primary Rights’. The rights package that S4C will actually acquire may vary from programme to programme and will be confirmed in the Licence. The Primary Rights include:

#### *Transmission Rights*

- 13.2 S4C will have the sole and exclusive television rights in the Programme in the UK during the Licence Period and any Extended Licence Period. That is, although S4C will only have the right to transmit the S4C Programme, S4C will have the right to prohibit any Transmissions of the Programme in any language on any other channels or services received in the UK during the Licence Period and any Extended Licence Period.
- 13.3 S4C shall have sole and exclusive right to transmit at any time during the Licence Period and any Extended Licence Period :
- 13.3.1 the S4C Programme with or without English and/or Welsh subtitles and/ or other television access material;
  - 13.3.2 by any means of television whether linear or interactive and whether now known or invented in the future, including on all analogue and digital platforms and appropriate networks as defined in paragraph 5(8) of Schedule 12 of the Communications Act 2003 but excluding by way of the exercise of the New Media Rights;
  - 13.3.3 on the S4C Services.
- 13.4 The number of transmissions to which S4C is entitled will depend on the programme genre:-
- 13.4.1 For genres apart from Childrens and Educational Programmes S4C will have three transmission packages where a package is defined as comprising up to five (5) transmissions within a twenty eight (28) day period of which up to two may be simulcast on S4C Analogue and S4C Digital so long as the second of these two simulcasts is broadcast within seven (7) days of the first, the remaining transmissions to be on S4C Digital only. S4C may at any time during the Licence Period or Extended Licence Period opt to exchange one of the packages for up to six transmissions on S4C

Digital only for transmission at any time during the Licence Period or Extended Licence Period;

- 13.4.2 For Children's and Educational Programmes an unlimited number of transmissions during the Licence Period and Extended Licence Period.

Transmissions carrying in vision signing within a recognised signing block or slot shall not count as a Transmission to be taken within a Package and shall be an additional transmission within the Licence Fee.

- 13.5 The Licence Period will be five (5) years for all programmes other than Children's and Educational Programmes where it will be seven (7) years. The Licence Period starts to run on the date of first transmission by S4C. In the case of a series, each episode shall have an individual licence period running from the date of its first transmission by S4C. If S4C has not transmitted a programme (or the first episode in the case of a series) within six (6) months of actual delivery to S4C in accordance with the Licence, the Licence Period will start to run on the expiry of such six-month period. However this does not apply to films or programmes commissioned under S4C's [theatric policy](#) nor to programmes commissioned far in advance of their expected broadcast date nor where the producer wishes to produce and deliver the programme earlier than the contractual Delivery Date, in which instances the Licence Period starts to run from the date of first transmission by S4C.
- 13.6 S4C will have the right to purchase additional packages of transmissions during the Licence Period or Extended Licence Period upon payment of a further fee to the producer in accordance with Table 1 of the [fees tables](#).
- 13.7 Where a programme commissioned as a Children's Programme or an Educational Programme is subsequently scheduled for broadcast as part of S4C's general schedule (i.e. outside the hours set aside for such programmes), S4C will make a bonus payment to the producer in accordance with Table 3 of the [fees tables](#) in order to acquire the right to broadcast it as part of the general schedule by means of the three packages of transmissions described above.
- 13.8 Where the transmission packages include the right to transmit the Programme up to a specific number of times by means of Simulcasts, S4C may choose to broadcast the programme on S4C Digital instead.

#### *New Media Rights*

- 13.9 New Media Rights are defined in the [Licence](#). S4C will have the sole and exclusive right to exercise the New Media Rights:-

- 13.9.1 in the case of Children’s Programmes and Educational Programmes for a period of 35 days (maximum) on two occasions only during any year when the relevant programme is transmitted;
- 13.9.2 in the case of any other category of programmes, during the period of any transmission package and for 7 days thereafter i.e. at any time during the period of 35 days (in total). Where S4C exercises its option to exchange such package of transmissions for a package of 6 transmissions on S4C Digital, S4C may exercise the New Media Rights in such programme at any time (on the viewer’s demand) within 7 days of any one or more of the six transmissions on S4C Digital.
- 13.10 S4C will not authorise the downloading of the Programme unless it has implemented digital rights technology to ensure that copies of the Programme may not be kept by the user after the expiry of the 35 day period referred to above.
- 13.11 If S4C decides (whether at the time of discussing and agreeing the [Editorial and Business Brief](#) or at a later date) that S4C would like to use the programme on New Media more extensively than the licence granted above or in any manner which is different to the licence granted above, S4C will discuss its plans with the producer who will endeavour to agree terms to enable S4C to do so.
- 13.12 Where S4C and the producer recognise that the programme is of educational value or interest (whether at the time of commissioning the programme or at a later date, e.g. if the subject matter of the programme becomes part of the field of study of any subject under the National Curriculum), then S4C and the producer will discuss in good faith whether the producer has any plans to exploit the S4C Programme on New Media and in particular to make the programme available to those wishing to watch it/use it for educational purposes. The parties shall endeavour to agree on how the programme and any ancillary material will be made available, by whom and on what terms, but S4C acknowledges that the producer will have the first option to do so.
- 13.13 If the producer does not intend to make the S4C Programme available in a way which would enable it to be used to this end within a reasonable period (not being more than 2 months) of identifying the opportunity and the producer has not notified S4C of any valid reasons for not releasing it, S4C shall have the option to exercise the New Media Rights in the S4C Programme ‘on demand’ during such period as the material is of educational interest.

#### *Holdbacks*

- 13.14 Except in the case of New Media Rights the Holdback applies to the UK only. See Section 13.9 for details of the Holdback in relation to New Media Rights. The producer may exploit the programme by any medium or means or method (except for New Media Rights ) outside the UK during the Holdback Period. The

Producer may exercise the New Media Rights outside the UK during S4C's exclusive New Media Windows referred to in Section 13.9 if it can satisfy S4C that the necessary technology is in place to ensure that there is no possibility that such exercise will impact on the UK whether by overspill or otherwise. The producer may exercise the New Media Rights in the English version of the Programme in the UK outside S4C's exclusive New Media windows referred to in Section 13.9.

- 13.15 There shall be no exploitation of the Programme by the producer or its licensees:-
- 13.15.1 in any media in the UK until after the expiry of seven days from S4C's first transmission of the S4C Programme (being first transmission of the last episode in the case of a series); nor
  - 13.15.2 by any means of Transmission during the Licence Period and any Extended Licence Period nor at any time prior to the commencement of the Licence Period. Where the programme is a Returning Series, the Holdback against Transmission shall apply equally to all programmes to which the Programme is a Sequel notwithstanding that the original holdback in respect of them may have expired. S4C will always be willing to discuss the possibility of agreeing to a shorter Holdback Period in order to enable the producer to exploit or permit other broadcasters in the UK to transmit the Programme or an adaptation of the Programme or a programme similar to and deriving from the Programme during the Licence Period. There is no obligation on S4C to agree a shorter holdback;
- 13.16 Any such agreement will be on commercial terms. S4C shall expect some benefit in exchange, such as a higher share of the Net Proceeds, additional rights in the programme over and above the primary rights and / or a longer Licence Period. S4C may also be willing to waive the holdback in order to enable the producer to secure third party funding for the programme where S4C pays a lower Licence Fee as a result. Each agreement to waive the holdback shall be negotiated individually, depending on the circumstances.

#### *Clearances*

- 13.17 The Licence will specify which transmissions and what uses of the programme should be cleared beforehand and which transmissions and what uses will attract repeat and residual payments from S4C to the programme contributors, owners of third party copyright material such as archive and photographs and other third party rights holders. Clearances must cover transmission by means of digital satellite, digital terrestrial television, digital cable television and any other digital medium (and, specifically, so that they can be transmitted by S4C on satellite television on an unencrypted basis with overspill outside the UK) and the retransmission rights referred to in Section 13.41.3;

- 13.18 It will be S4C's responsibility to pay any repeat or use fees or residual payments payable to any contributor to the programme or rights owner for any use of their contributions to the programme over and above what has been cleared beforehand within the Licence Fee. Subject to the following section it will be the producer's responsibility to ensure that additional uses are clearable that the cost of additional clearances (broken down by media and term) and relevant contact details are provided as part of the Programme Information.
- 13.19 S4C acknowledges that terms have been agreed to allow actors', musicians' and script authors' contributions to be exploited on some but not all New Media. S4C will not expect the producer to clear these contributions for those New Media for which the necessary arrangements have not yet been made.

*Right to Create and Maintain a Programme-related Website for the Programme*

- 13.20 The sole and exclusive right to create and maintain a programme-related website or websites for the S4C Programme and the right to use clips or extracts from the S4C Programme on any programme-related website(s) and on any corporate/generic website(s) of S4C or its Group Companies. Such use shall be promotional.
- 13.21 S4C and the producer will discuss whether a programme-related website or pages on S4C's website should be created and maintained for the programme and if so by whom and at whose cost. They will discuss the matter in good faith and attempt to agree suitable arrangements in the [Editorial and Business Brief](#) or at a later date if it becomes clear that it would be beneficial to do so. If in agreement that a website, or web pages, should be created for the programme, the parties will discuss and will endeavour to agree on the nature, content (including what material belonging to the producer and what new material will be used in the website), standard of the website, timing of its display and for how long the website will be exhibited and the credit in favour of the producer.
- 13.22 Where S4C commissions a website rather than producing it in house such commission shall be independent of the licence for the programme and S4C's [Code of Practice](#) will not be applicable. The terms will be negotiated individually between the parties. S4C will generally expect to own the copyright in the website and in any materials (whether text, graphics, other art work, data, information or any other content) arising from the commission.
- 13.23 S4C will have the right to create or to commission new material(s) for the website (including interactive materials or elements) which include or are based on any characters, locations, themes, stories or other items in the programme. S4C will acknowledge the copyright owner of the programme and will assign the copyright in any new artwork based on the owner's artwork (but subject to a licence in S4C's favour to use it on the website) to the owner of the programme.

13.24 For the avoidance of doubt:

- 13.24.1 S4C will have the right (but no obligation) to display any programme-related website at any time and from time to time during the Licence Period and any Extended Licence Period, unless S4C has agreed otherwise with the producer;
- 13.24.2 S4C will have the right to adapt, update and develop any programme-related website at any time and from time to time during the Licence Period and any Extended Licence Period or such shorter period as may be agreed;
- 13.24.3 any programme-related website established by S4C may be in the Welsh language only or be bilingual (Welsh and English) at S4C's discretion, although the purpose of the website is to promote and publicise S4C's transmissions of the S4C Programme;
- 13.24.4 notwithstanding S4C's sole and exclusive rights the above does not prevent the producer from creating or displaying another website(s) (including commercial website(s)) based on the programme or any element of it on condition that the producer will obtain S4C's approval of any such website(s) beforehand. S4C will not refuse its approval unreasonably but it will be reasonable for S4C to refuse its approval if:
- a website does not meet with S4C's technical standards; or
  - a website is inconsistent with the nature, feel and content of the programme or otherwise undermines or reflects badly on the programme; or
  - a website gives the impression of being S4C's official website.
- 13.25 Where the producer creates and maintains its own website(s), the producer will not display or authorise or allow any third party to display any clip or extract from the programme or any version of it on any New Media until after S4C's first transmission of the S4C Programme. The producer may however use a clip or clips from the S4C Programme (no individual clip being longer than 30 seconds and the clips in total being no longer than 10% in total of the true length of the programme or 5 minutes in total whichever is lower) on the producer's website(s) for the purposes of promoting the programme and the S4C Programme and S4C's broadcast(s) of the S4C Programme before S4C's first transmission of the S4C Programme. Such promotion shall be subject to written approval by S4C's marketing department.
- 13.26 S4C will also have the right to use clips from the S4C Programme during the Licence Period and (if relevant) any Extended Licence Period:
- 13.26.1 on any programme-related website(s) for the S4C Programme; and/or
- 13.26.2 on any corporate website(s) established by S4C or its Group Companies from time to time (instead of or in addition to any separate website or web pages set aside for the programme); and/or

- 13.26.3 on any generic website(s) established and displayed by S4C from time to time (i.e. where S4C creates pages within its corporate website to promote and publicise a specific category or categories of programmes, e.g. Drama on S4C or S4C Sports Programmes, instead of or in addition to any separate website or web pages assigned to the programme).

*Option to Extend the Licence Period*

- 13.27 S4C may extend the Licence Period for a further period of three years (Children's and Educational Programmes) or two years (all other programmes) upon giving not less than six (6) calendar months' notice to the producer prior to the expiry of the Licence Period and upon payment of an extension fee to the producer in accordance with Table 2 of the fees tables. The extension fee will be paid to the producer within 28 days of serving the notice on the producer.

*Sequel Rights*

- 13.28 S4C shall have the sole and exclusive right during the Licence Period and thereafter the non-exclusive right to commission Welsh language programmes based on the Format.
- 13.29 If S4C decides to commission a Sequel it shall notify the producer which shall have seven (7) days from the date of the notification to provide S4C with a written expression of interest in producing the Sequel. A twenty eight (28) day negotiation period (calculated from the date of S4C's receipt of the producer's notification) shall follow. In the event that S4C and the producer have not agreed all of the terms of the proposed commission within such twenty eight (28) day period or S4C does not receive notification from the producer within the required seven (7) days S4C shall be free to award the commission to a third party or parties.
- 13.30 The producer shall not exercise the Sequel Rights during the Licence Period or Extended Licence Period. After expiry of the Licence Period or Extended Licence Period it shall not do so in any language without notifying S4C in writing of its intention to do so in sufficient detail as to enable S4C to decide if it wishes to be involved with such Sequel. The producer shall provide such additional detail as S4C may subsequently request.
- 13.31 Following receipt of notification under Section 13.30 S4C shall have a period of fourteen (14) Working Days to notify the producer in writing whether it has an interest in co-funding the Sequel or in reversioning the Sequel into Welsh on its completion.
- 13.32 If following the expiry of such period of fourteen days (14) Working Days the producer has not received such notification it shall (subject to Sections 13.33 and 13.34) be entitled to proceed with the Sequel without S4C's involvement.

- 13.33 Where S4C notifies the producer that it does not wish to participate in the funding or reversioning of the Sequel (or is deemed under Section 13.32 not to wish to do so) the producer shall be entitled to proceed with a Sequel but shall use its best endeavours to secure a credit for S4C on such sequel which acknowledges S4C's funding of the original programme.
- 13.34 If during such period of fourteen (14) days S4C does serve such notification upon the producer there shall follow an exclusive negotiation period of twenty eight (28) days during which the parties shall use best endeavours to agree terms as to funding, editorial content, key personnel, holdbacks and all other relevant factors. The producer shall not during such period negotiate with any third parties based in the UK in respect of a Sequel. In the event of a failure to agree within the twenty eight (28) day period, the producer may negotiate with third parties but shall not conclude any arrangements for a version of the Sequel intended to be broadcast in Welsh or with a Welsh language soundtrack without giving S4C the opportunity to match the terms agreed with the third party. The producer shall notify S4C in writing of such terms and S4C shall have a period of ten (10) Working Days in which to confirm in writing whether it will match such terms. If S4C confirms its intention to match such terms the producer will not proceed with the third party.

#### *Merchandising Rights*

- 13.35 The non-exclusive right to exploit the Merchandising Rights during the Licence Period and Extended Licence Period.
- 13.36 S4C's aim is to produce and/or to commission and distribute products and materials which are ancillary to the S4C Programme or and/or which add to the viewers' experience of watching the S4C Programme, but without cutting across the producer's definite commercial plans. Details as to how this will be managed are contained in the Licence.

#### *Right to Use Programme Clips in Other Programmes for S4C*

- 13.37 Please refer to the [Clips and Rushes Policy](#) for details of charges and consents required.

#### *Promotional Rights*

- 13.38 S4C shall have the promotional rights set out at Section 7 above.

#### *Right to Authorise Educational and Archival Use*

- 13.39 The right to allow:

- 13.39.1 designated libraries and archives (in accordance with the Copyright Designs and Patents Act 1988 (as amended)) to prepare and keep copies of the S4C Programme;
- 13.39.2 museums, heritage centres, historical societies and charitable or other non-commercial bodies to have copies of the programme and to exhibit and use them for the educational or archival purposes of these organisations;
- 13.39.3 schools, colleges, universities and other educational establishments to have copies of the programme and to use them for the educational and non-commercial purposes of the establishment (only).

#### *Off-air Recording Rights*

- 13.40 The right to allow the Educational Recording Agency Limited to licence educational establishments to record the programme off-air and to use it for educational purposes in accordance with the licensing scheme operated by the ERA from time to time whether pursuant to Section 35 of the Copyright, Designs and Patents Act 1988 (as amended) or otherwise.

#### *Incidental Rights*

- 13.41 All the other incidental rights required by S4C in order to be able to fulfil its statutory duties and responsibilities or in order to facilitate the same, including:
  - 13.41.1 the right to retain a broadcast copy of the programme in perpetuity for regulatory purposes; and
  - 13.41.2 the right to retain copies of the S4C Programme in various technical formats in order to enable S4C to prepare different versions of the S4C Programme, e.g.. a subtitled version, a signed version, a version with audio description etc., and in order to facilitate S4C's work; and
  - 13.41.3 the sole and exclusive right to permit third party channels and services both within and outside the United Kingdom to include the programme in cable programme services or multi-point microwave distribution systems or any other service regardless of the method of delivery to or reception by the viewer where such service(s) simultaneously transmit the content of the S4C services.
  - 13.41.4 the sole and exclusive right to seek sponsorship for S4C's exploitation of the programme.

#### *Theatrical Screenings*

- 13.42 S4C shall have the non-exclusive right to authorise theatrical screenings of the programme. The producer and S4C shall maintain contact regarding proposed theatrical screenings many of which shall be free of charge or in exchange for a small administrative fee charged by the organiser.

## 14. Exploitation and Distribution Rights

- 14.1 All rights in any programme commissioned under [S4C's Code of Practice](#) other than the S4C Rights which the producer has agreed to grant to S4C, are the property of the producer. The producer will have the sole and exclusive right to exercise or authorise others to exercise these rights.
- 14.2 Cymru International is the sub distributor of some of the programmes in S4C International's portfolio and may be interested in acquiring the distribution rights in new programmes. Programme ideas submitted via the Production Website will be shared with Cymru International unless the producer notifies S4C at the time of submission that it does not wish this to happen. For programmes produced under the [Code of Practice](#) the choice of distributor is however entirely that of the producer.

## 15. Net Proceeds and Reporting

- 15.1 Unless otherwise agreed with the producer, S4C shall have the right to receive a share of the Net Proceeds derived from any exploitation of the programme by the producer or on its behalf, as follows:
- |   |     |
|---|-----|
| 15.1.1 where S4C finances a pilot programme whether in full or partially (which is not transmitted) as part of the development work | 20% |
| 15.1.2 where S4C does not finance a pilot programme in any way  | 15% |

The Net Proceeds received by S4C from exploiting the New Media Rights will (after deduction of costs) be shared equally between S4C and the producer. Net Proceeds derived by S4C from exploiting the Merchandising Rights and the Theatric Rights shall be divided as agreed on a case by case basis. Otherwise, any income (if any) earned by S4C from exercising the S4C Rights will be the absolute property of S4C and S4C will not be expected to account for it.

- 15.2 The Licence will note how often the producer or the distributor will account to S4C for its share of the Net Proceeds and S4C's auditing rights with regard to the Net Proceeds, but S4C and the producer will need to agree at the time of commissioning the programme:
- 15.2.1 if any financial contributions or advances may be recouped in the first position;
  - 15.2.2 any special arrangements in relation to any particular media or territories;
  - 15.2.3 on the recoupment structure.

Where the parties are unable to agree on these arrangements, the matter should be resolved in accordance with Section 18 below.

- 15.3 Reports should contain all information necessary to enable S4C to report to the Directors and Producers Rights Society in respect of exploitation.

## **16. Film and Television Festivals**

- 16.1 S4C will have the non-exclusive right to nominate the S4C Programme for television and film awards or otherwise to offer the programme or the S4C Programme for exhibition or for judging at any film or television festival or awards ceremony.
- 16.2 Where S4C wishes to nominate the programme or the S4C Programme for any award or festival, S4C will inform the producer beforehand and will take the producer's comments into consideration. Any dispute will be dealt with in accordance with Section 18.

## **17. Co-productions**

- 17.1 Where a programme is co-produced, no third party's requirements should conflict with those of S4C (in particular with regard to editorial control and rights). S4C will therefore wish to approve the terms on which any third party will contribute to the co-production. S4C will also wish to ensure that the terms offered to S4C put S4C in at least as favourable a position as the other financiers making a comparable financial contribution. The most appropriate contractual structure must be agreed in advance on a case by case basis.
- 17.2 Any producer using S4C's name to raise funds for a programme must obtain S4C's prior permission in the form of a letter of intent before doing so.
- 17.3 The version of the programme delivered to S4C must comply with the [Compliance Guidelines](#) and especially with the provisions within the [Sponsorship Guidelines](#) dealing with financing programmes. The technical and editorial standards of other broadcasters or financiers will not necessarily be acceptable to S4C.

## **18. Resolving Disputes**

- 18.1 There may at times be differences of opinion between S4C and a producer on some aspect of the commissioning, contracting, financing, production, broadcasting and exploitation of the programme. In the majority of cases, the

- parties will be able to resolve the matter before it becomes a dispute by reaching a decision which is reasonably acceptable to both parties.
- 18.2 If a dispute does arise, the producer should try to resolve the matter with the member(s) of S4C staff with whom it has been discussing the commission in the first instance. The producer may seek advice from external advisors (either from TAC or any similar trade association or from its professional advisors) but any discussions and meetings held at this stage should be limited to the members of staff of the parties.
- 18.3 If these discussions fail to resolve the dispute, the parties will be expected to refer the matter to S4C's nominated senior officer. The producer will have the right to invite its external advisors to be part of any discussions and to be present at any meetings to which S4C's senior officer is a party.
- 18.4 Should the dispute continue without resolution, the producer will have the right (having given S4C's Director of Commissioning a reasonable opportunity to resolve the matter) to refer the matter to S4C's Chief Executive for resolution. The Chief Executive may ask the parties to summarise their points of view and arguments in writing prior to any meeting with the Chief Executive and may invite the parties to attend a meeting with the Chief Executive (in such a form and with such representatives of both parties present as the Chief Executive considers appropriate in her/his reasonable opinion). In addition, the Chief Executive may request a further meeting or meetings with the parties before announcing her/his decision. In all cases, the Chief Executive will endeavour to announce her/his decision as soon as is reasonably practicable following her/his final meeting with the parties.
- 18.5 If the producer is unhappy with the decision of S4C's Chief Executive, the producer may appeal to the S4C Authority Complaints and Compliance Committee and that part of the Complaints Policy relating to appeals to the S4C Authority shall apply.

## **19. TAC Selection and Archiving Policy**

Producers shall comply with [TAC's Selection and Archiving Policy](#) or such alternative selection and archive policy as S4C may approve in writing.

## **20. Requests for Private Copies**

Where members of the public contact S4C asking for a copy of the programme, S4C will refer them to the producer who will deal with all such requests in accordance with the Private Copies Guidelines.

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