



PROGRAMME PRODUCTION AGREEMENT: SPECIAL TERMS

[Template dated August 2026]

Dated

MADE BETWEEN:

THE BRITISH BROADCASTING CORPORATION of Broadcasting House, London W1A 1AA (“the BBC”)

and

«Supplier_Name» «Supplier_Address», Company Registration Number «Company_Reg_Num» (“the Producer”)

RE: «Contract_Name»

AGREEMENT:

The Producer shall produce and deliver to the BBC the television programme or series of programmes detailed in the Commissioning Specification attached, on the terms set out below (“Special Terms”) and the BBC Programme Production General Terms in force and published at the date of this Agreement at the following url: <http://downloads.bbc.co.uk/commissioning/site/bbc-general-terms-august-2018.pdf> (as may be archived from time to time but still available on the BBC’s commissioning website) (“General Terms”) (together forming “the Agreement”). In the event of any conflict between the Special Terms and the General Terms then the Special Terms shall prevail. It is acknowledged that the BBC’s Business Framework was updated with effect from 25 November 2021 (as published at the following url: www.bbc.co.uk/commissioning/tv/articles/how-we-do-business#business-framework), and accordingly it is further agreed that the Agreement is deemed amended as required to give effect to such updated provisions.

1. Contract Representatives:

The parties shall be represented by the following individuals:

	Name	Email
BBC Business Affairs Manager	«BAM_Contact»	
BBC Editorial Representative	«EditorialContact»	
Producer’s Contract Executive		

2. Licence Fee:

The Licence Fee of a total of £[] ([amount in words]) is made up as follows:

2.1 Primary Rights licence fee: £[]

2.2 [Other] £[]

3. Additional Programme Investment and Agreed Recoupments:

[None] or [Details]

4. Clearances:

4.1 The Producer shall contract contributors to the Programme within the Licence Fee on the minimum basis as set out in General Term 6 save only as may be varied below:

	Agreed variation/limitation to the standard position set out in GT 6:
Equity – Initial channel clearance(s) required	
[Equity – option for further series]	
Writers Guild of GB	The Producer shall contract the writer(s) in accordance with the terms agreed between the Writers Guild of Great Britain and PACT dated 1 February 2003 (“WGGB/PACT Agreement”) amended in the manner set out on the BBC’s commissioning website here :- https://www.bbc.co.uk/commissioning/documents/amendments-to-pact-wggb-agreement-2024.pdf

[Source Material]	
[Other]	
Music	<u>Pre-existing material</u> The Producer shall source and clear all commercial music which the Producer proposes to incorporate in the Programme for BBC Public Services use via BBC MusicBox. It is agreed that MCPS Production Music may be sourced directly from the libraries own platforms or from MusicBox. Any non-MCPS production music must be sourced via MusicBox. https://bbcmusicbox.soundmouse.com/signin (username and password will need to be secured from the BBC MusicBox support team via the following link: https://app.smartsheet.com/b/form/a25be7ba92534ff3a368def4e7d066df The Producer shall only incorporate any commercial and production library music in to the Programme for BBC Public Services use once notified that it is clear via BBC MusicBox or direct from the MCPS libraries in accordance with the rights granted to the BBC pursuant to certain agreements between the BBC and certain Collecting Societies or other entities including the Performing Right Society, Mechanical Copyright Protection Society and Phonographic Performance Limited so that the Producer shall not itself be obliged to acquire such rights in respect of such item(s). <u>Commissioned material</u> The Producer shall within the Licence Fee make such payments in commissioning any specially composed music for incorporation in the Programme as are necessary to ensure that no use fees, repeat fees or residuals shall be payable in respect of the exercise of the rights granted to the BBC hereunder save only as may be payable under the paragraph above. <u>Musicians</u> Unlimited use on all BBC Public Services excluding repeats on BBC1, BBC2 and BBC Radio which would attract further payment in line with the contributors' PACT/MU Agreement and which shall be set out clearly in the schedule of residuals.

4.2 The Producer shall ensure that:

4.2.1 the correct applicable commercial DUK fee (in accordance with published DUK commercial fee rate accessible at: <https://www.bbc.co.uk/commissioning/documents/duk-2026.pdf>):

(a) is set out in the Cash Flow Schedule of this Agreement; and

(b) shall be identified (if any) on the final invoice rendered to the BBC;

4.2.2 it shall provide, or shall procure that its distributor provides, the required reporting to Directors UK in relation to commercial uses of the Programme, as set out in the Agreement between Directors UK, PACT and others; and

4.2.3 in the case of any proven failure to pay or underpayment of the fee by the producer in 4.2.1(a), it shall pay the shortfall to Directors UK.

5. Applicable General Terms:

5.1 Where indicated below the following General Terms shall or shall not apply to this Agreement:

General Term	Summary	Yes/No
1 (Defs)	The Licence Fee shall be secured by a Charge in favour of the BBC	Choose an item.
4.4 & 7.2.4	Production Account needed	Choose an item.

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7.8.5	The previous series of the Programme encountered significant problems relating to the financing and/or management of the production	Choose an item.
8.1	The Producer has elected to obtain insurance under the BBC / Quartz scheme	Choose an item.
17.1	The Producer is a qualifying Independent Producer	Choose an item.
17.17A	The Programme qualifies as (i) a Regional Production (ii) a Foreign Production (as defined by Ofcom)	(i) Choose an item. (ii) Choose an item.

5.2 The following General Terms shall be amended as follows:-

Definitions	"Bank" – As confirmed by the Producer to the BBC; "Production Account" - the production account for the Programme opened by the Producer and the relevant Bank details provided to the BBC; For information on how to set up a new bank account with BBC for payment see: https://www.bbc.co.uk/delivery/finance/invoicing
4.4	where the Special Terms provide for the BBC to cash flow the Licence Fee, the Producer has opened the Production Account as confirmed to the BBC and if requested has delivered to the BBC a certified copy of a resolution of the directors of the Producer in a form approved by the BBC authorising the opening of the Production Account and governing its operation;
4.7	the Producer has completed a Health and Safety questionnaire to the BBC's satisfaction, and supplied the BBC with any production protocols the parties agree necessary including a risk assessment about any specific public health risks in connection with the Programme;
5.3	In making the Programme the Producer shall: 5.3.1 Comply with the BBC Guidelines; 5.3.2 Comply with all applicable: child protection legislation, disability discrimination legislation, data protection legislation, health safety and fire legislation (including all applicable Government Guidance and any BBC endorsed pan-industry guidelines published in response to any pandemic or other public health threat), anti-bribery legislation, construction design and management regulations and all regulations and orders made under such legislation and in so doing shall nominate a person or persons competent to give appropriate safety advice during production of the Programme and shall produce the Programme safely having due regard to such advice. Where reasonably required, the BBC shall be entitled to be provided with evidence of the Producer's compliance herewith;
7.15	The Producer shall maintain and implement appropriate Health and Safety policies and operational procedures in connection with the production of the Programme (taking into account any BBC endorsed pan-industry guidelines published in response to any pandemic or public health threat) and shall cooperate generally with the BBC with regard to assurance monitoring of the Producer's Health and Safety policies and processes. The BBC shall at any time whether before, during or after production of the Programme be entitled, upon giving reasonable notice, at reasonable hours to conduct an audit of such policies and procedures for the purposes of carrying out reasonable Health and Safety assurance monitoring of the Producer. For the avoidance of doubt, no exercise by the BBC of such right of audit shall undermine in anyway the warranties and obligations of the Producer under the terms of this Agreement.
16.5.4	The BBC may appoint a duly qualified accountant to inspect and examine the Producer's books in respect of exploitation of the Distribution Rights and to take copies of the same or extracts thereof and/or to cause an audit to be undertaken up to once per annum. The Producer shall procure that any company within the same Group which is appointed to exercise any of the Distribution Rights shall also enable the BBC to undertake such inspection and examination of their books in relation to exploitation of the Programme (and take copies) as applicable for the purpose of the audit. Such inspection(s) shall be made on reasonable prior notice and during normal business hours on a date or dates to be agreed between the parties. The examination(s) shall be at the expense of the BBC unless errors to the disadvantage of the BBC exceeding ten per cent (10%) of the amount actually reported (subject to a minimum of £2,000 error across an annual reporting period) shall be disclosed, in which case the cost of such examination shall be paid by the Producer.

5.3 In connection with the Diamond Project:-

5.3.1 the following General Terms are deleted:- 5.13, 5.14, 5.15, 5.16 and 5.17;

5.3.2 the following Definitions are deleted:- Diamond Diversity Data, Diversity Data Modules and Excluded Categories

5.3.3 The following Definitions and General Terms are added or amended as follows:-

CDN	Creative Diversity Network
Diamond	a diversity monitoring initiative set up by CDN to monitor the diversity and inclusion of individuals participating in productions both on-screen and off-screen and any future diversity monitoring systems
Diamond Guidance Notes	the Diamond Guidance Notes which can be found here:- https://www.creativediversitynetwork.com/diamond/your-commissioning-agreement as may be varied and published from time to time by CDN
Diamond Linking Code	means as described in the Diamond Guidance Notes
Diversity Characteristics	for the purposes of Diamond the characteristics provided by the Participants as detailed in the Diamond Guidance Notes
Diamond System	means the IT system used by CDN for the purpose of Diamond
Participant	means a participant in the Programme(s), whether on-screen or off-screen, as detailed in the Diamond Guidance Notes
Perceived Data	means as described in the Diamond Guidance Notes
Project Data	means as described in the Diamond Guidance Notes
5.13	The parties acknowledge that the BBC is a user of Diamond.
5.14	The Producer agrees that it shall notify each Participant in writing in accordance with the Diamond Guidance Notes that each Participant's (a) first and last name, e-mail address, and role on the Programme(s); or (b) Diamond Linking Code, first and last name and role on the Programme(s) will be submitted into the Diamond System to enable CDN to contact the Participant to invite them to complete a diversity survey and provide their Diversity Characteristics. The Producer agrees that it shall submit the information in (a) or (b) above into the Diamond System.
5.15	The Producer agrees that it shall submit the Project Data as detailed in the Diamond Guidance Notes into the Diamond System.
5.16	The Producer agrees it will notify each Participant in writing in accordance with the Diamond Guidance Notes that Perceived Data may be collated. The Producer agrees that it shall submit the same into the Diamond System.
5.17	INTENTIONALLY DELETED

6. Cashflow/Stage payments:

6.1 The cashflow for the Programme shall be as set out below:

[AMEND ACCORDING TO PROJECT NEEDS, DELETE DRAFTING NOTES, UPDATE £ USING F9]

Total Licence Fee Payable					£«Total_Licence_Fee»
Production Milestone to be reached for payment	Anticipated Milestone Date	Special Conditions of Payment (with reference to General Term 7.6)	Deductions	%	Amount (prior to any Deductions)
Signature of Agreement		[NB Production Report requirements to be assessed on each project – min of 2 stages but potentially more dependent on project]	[a) £xxx (Development already paid) b) £xxx (insurance paid directly by BBC)] <i>Nb. insurance cost deductions relating to the BBC/Quartz scheme are exempt from VAT</i>	15	£ 0.00

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1 st Day of Pre-production		[Acceptance of Key Agreement in advance of execution] [Receipt of Signed Key Agreement] [Approval of Production Insurance and E&O policies] [Production Report]		10	£ 0.00														
Commencement of Principal Photography		[Production Report]		25	£ 0.00														
Mid point of filming and viewing of rushes by BBC Editorial Representative																			
1 st Day of Edit		[Delivery of signed Facilities House Letter] [Production Report]		20	£ 0.00														
Approval of Rough Cut		[Production Report]		20	£ 0.00														
Acceptance of Tape Delivery		All items listed in the delivery requirements here: http://www.bbc.co.uk/commissioning/tv/delivery-timeline as forming Tape Delivery have been accepted by the BBC		5	£ 0.00														
Acceptance of Paper Delivery (invoice to Business Co-ordinator - <i>Please note: Any outstanding deductions must be identified on the final invoice submitted to the BBC</i>)		End of Production Report All items listed in the delivery requirements here: http://www.bbc.co.uk/commissioning/tv/delivery-timeline as forming Paper Delivery have been accepted by the BBC	Directors UK Deduction <table><tr><td>PRLF</td><td><<PRLF>></td></tr><tr><td>DUK Genre</td><td><<DUK Genre>></td></tr><tr><td>DUK SubGenre</td><td>«DUK_Subgenre»</td></tr><tr><td>Fee rate per £m PRLF</td><td>£«DUK_Commercial_Fee_perm_of_PRLF»</td></tr><tr><td>Total DUK deduction</td><td>£0.0</td></tr></table> ScreenSkills Unscripted Fund Deduction: <table><tr><td>PRLF:</td><td>£<<PRLF>></td></tr><tr><td>0.125% of the PRLF</td><td>£ 0.00</td></tr></table> Note that VAT applies to DUK deductions. The total deduction amount for DUK/ScreenSkills may vary if changes are agreed to the PRLF. Such updated DUK and ScreenSkills Unscripted Fund (if relevant) deduction must also be recorded alongside the amended PRLF.	PRLF	<<PRLF>>	DUK Genre	<<DUK Genre>>	DUK SubGenre	«DUK_Subgenre»	Fee rate per £m PRLF	£«DUK_Commercial_Fee_perm_of_PRLF»	Total DUK deduction	£0.0	PRLF:	£<<PRLF>>	0.125% of the PRLF	£ 0.00	5	£ 0.00
PRLF	<<PRLF>>																		
DUK Genre	<<DUK Genre>>																		
DUK SubGenre	«DUK_Subgenre»																		
Fee rate per £m PRLF	£«DUK_Commercial_Fee_perm_of_PRLF»																		
Total DUK deduction	£0.0																		
PRLF:	£<<PRLF>>																		
0.125% of the PRLF	£ 0.00																		

This Agreement is entered into on the date first written above.

Signed on behalf of the BBC

Print Name:

Job Title:

Signed on behalf of the Producer

Print Name:

Job Title:



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Attachment 1

COMMISSIONING SPECIFICATION