

HEADLINES OF NEW RADIO FEATURES CONTRACT – June 2003

Headline Terms:

1. Fees:

-£35 per minute.

-There will be no minimum time limit threshold for a feature.

-There will be a minimum payment of £245 (i.e. the rate as for 7 minutes).

2. Definition of Feature:

-To receive the new per minute rate, a contribution must fulfil the following definition:

“Special terms for certain ‘features’ work apply where a contributor (other than those engaged on daily/half-daily rates) provides such of the following services:

- *research in depth*
- *collection and selection of insert material (e.g. actuality recordings, literary material)*
- *scripting*
- *presentation*
- *interviewing*

as may be required by the BBC to make a radio programme, or self-contained item within a radio programme, which is a creative treatment of its subject but which does not involve actors in character or original material in dramatic form. Such programmes or items would normally be fully or partly edited or compiled by the contributor but these special terms applicable to ‘features’ work may still apply if the BBC carries out editing subject to this being taken into account in assessing the fee”.

-The option to engage radio features contributors on a daily rate would remain.

3. Contractual Terms:

The contractual terms laid out in the new radio features contract will be as laid out below (All clauses are the same as the Radio All Rights contract apart from Clauses 2 and 3):

1. You agree:

- (i) *to make such attendances as are required.*
- (ii) *that any written material to be provided by you will comply with the BBC’s requirements both as to content and delivery time and that you will if required provide additional written material for use in publications ancillary to the programme(s) on the same basis.*
- (iii) *that you are free to enter into and perform this contract.*
- (iv) *that your contributions*
 - (a) *will be your original work and will not infringe copyright or any similar rights. You agree to disclose to the BBC any copyright material included in the contributions of which you are not the owner.*
 - (b) *will not bring the BBC into disrepute or be defamatory.*
 - (c) *will not contain advertisements or anything of an advertising nature.*

(v) that you will not make or authorise any broadcast or other use of the contributions or make substantially similar contributions for any other organisation prior to the first broadcast of the programme(s) by the BBC.

2. In consideration of the fee stated above you hereby grant the BBC an exclusive licence of the complete copyright and all other rights for all purposes (including use in all media now known or which may hereafter become known) everywhere in the contributions for the full period of copyright and any extensions revivals or renewals thereof. This licence shall be exclusive to the BBC except that you shall be entitled on a non-exclusive basis to use such of the contributions as are literary works of which you are the author

(i) in books newspapers magazines or any other printed media after one year has elapsed since first broadcast by the BBC of the contributions and the BBC agrees to give consideration in good faith to any request by you to publish in such manner prior to one year after such first broadcast by the BBC or for you to have the exclusive right to publish in such manner thereafter; and

(ii) for all other purposes (including use in all media now known or which may hereafter become known) after two years have elapsed since first broadcast by the BBC of the contributions and the BBC agrees to give consideration in good faith to any request by you for any such use prior to two years after such broadcast.

3.(i) You assert your right under Section 77 of the Copyright Designs and Patents Act 1988 ("CDPA") to be identified as author of any relevant copyright works of which you are author which are included in the contributions provided however that you acknowledge that the BBC shall have a defence to any claim that such right has been infringed where it is not reasonably practicable for you to be identified as author.

(ii) you grant the BBC the right to edit copy alter add to take from adapt or translate the contributions in such manner as it shall see fit.

(iii) in the event of your commencing proceedings in respect any alleged infringement of your rights under Sections 77 and 80 of the CDPA (or a similar provision in any other jurisdiction) you agree not to seek an injunction or any other remedy which may prevent the BBC from freely exercising the rights it has acquired under Clause 2. hereof.

4. The BBC shall be entitled at any time to cancel this engagement.

(i) if its performance is prevented by force majeure or by any cause whatsoever beyond the reasonable control of the BBC or upon any breach or continued non-observance by you or any of the terms and conditions herein contained subject to payment of a fair proportion of the fee as assessed by the BBC after discussion with you for work already carried out.

(ii) for any other reason subject to payment of the full fee under this contract or to the offer of an alternative date(s) as the BBC shall decide and in either case you shall have no further claim whatsoever upon the BBC.

Any termination under this clause shall be without prejudice to any other rights or remedies of the BBC and to the licence under Clause 2 in relation to any contributions made prior to the date of termination.

5. The BBC shall not be liable to you or your legal personal representatives for any loss damage or injury to your person or property during or in connection with this engagement unless by the negligence of the BBC and recoverable on that ground.

6. You shall be responsible for ensuring that any equipment supplied by you is safe and you will abide by all safety rules and regulations which may from time to time be made by the BBC.

7. All fee(s) specified herein shall unless otherwise stated be exclusive of VAT if this is relevant.

8. The programme title and the date and time of transmission of the programme(s) stated overleaf may be changed at the discretion of the BBC and the BBC shall be under no obligation to broadcast or otherwise utilise the contributions and shall not be liable to you for loss of publicity or otherwise as a result thereof.

9. The word "contributions" shall cover all contributions made by you in connection with this engagement including but not limited to your performance (including rehearsals) and spoken written and artistic material (including audio and video recordings thereof) provided by you. Where the BBC has commissioned recordings from you such recordings shall belong to the BBC.

10. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

4. Re-use of Interviews

The BBC will give consideration in good faith to any request by the contributor for reuse of an interview undertaken by the contributor included in the radio feature contribution.

5. Review of Rate of Fees

The BBC will give consideration in good faith to review the above rate of fees on an annual basis.