

**AGREEMENT**  
**between**  
**THE INDEPENDENT TELEVISION COMPANIES**  
**and**  
**THE WRITERS' GUILD OF GREAT BRITAIN**  
**for**  
**SERIES AND SERIALS**

## 1. DATE OF COMMENCEMENT AND SCOPE OF THE AGREEMENT

The provisions of this Agreement shall operate from 1st November 1997 and shall apply to freelance writers commissioned to write episodes for television series and serials (transmitted up to and including twice weekly) including children's series and serials of a fictional dramatic nature, educational series and serials of a fictional dramatic nature for both adults and children, religious series and serials of a fictional dramatic nature, but shall not apply to documentary programmes, children's, educational and religious series and serials other than those included above, series and serials in languages other than English.

A series shall be regarded as any group of programmes of not less than six episodes having a continuous theme, similar basic situation, format and continuing characters, and serials as a group of not less than six episodes with a continuing story and characters.

## 2. DURATION OF AGREEMENT

This Agreement shall continue until terminated by either party giving three months notice in writing of its termination, such notice not to be given before 31st October 1998. Either party may give not less than three months notice to seek revision of the terms and conditions.

## 3. COPYRIGHT

Companies shall ensure when entering into contracts with writers under the provisions of this Agreement that such contract shall stipulate the extent of the copyright being purchased. Where unsolicited synopses or outlines are submitted and are not accepted the entire copyright in such material shall remain the property of the writer.

Where under the terms of this Clause, a Company acquires more than television rights, in the event that it decides to exploit rights other than television rights an additional fee shall be negotiated with the writer (see Agreed Note for Guidance).

Where a contract with a writer involves the assignment of copyright in the work it will deal with the terms of the assignment including without limitation the sale of scripts.

The terms of this agreement shall apply to any work commissioned under this Agreement whilst it remains in copyright in the United Kingdom.

## 4. RATES OF PAYMENT

A (i) The rates of payment for established writers shall be known as going rates and shall be as follows, except in the case of a finite series or serial where all the episodes are written by one writer which shall be subject to the rates in sub-Clause 4 (iv) below. (see Agreed Note for Guidance.)

effective from 1st November 97

(a) Series

Up to 20 minutes: £2789

21 to 30 minutes: £3647

31 to 45 minutes: £5482

46 to 60 minutes: £7300

(b) Serials

Where a Storyline is Provided and the Writer is Commissioned to Provide only the Script of the Episode.

Up to 20 minutes: £1810

21 to 30 minutes: £2425

(c) Serials

Where the Writer is Commissioned to Provide both the Script and the Storyline of the Episode.

Up to 20 minutes: £2190

21 to 30 minutes: £2919

31 to 45 minutes: £4378

46 to 60 minutes: £5952

An established writer shall be defined as one who has been commissioned to write original teleplays, scripts for television plays in the specific form of dramatisations or adaptations or episodes for television series and serials, with an aggregate slot length transmission time of not less than two hours. Such scripts shall have been commissioned either under the provisions of the Agreement between the Independent Television Companies and the Writers' Guild for Original Teleplays, Dramatisations and Adaptations or Series and Serials, or under the provisions of the corresponding Agreements between the BBC and the Writers' Guild.

Writers who have written and had produced cinema screenplays either totaling two hours material or one single piece exceeding 90 minutes shall also be regarded as established writers under this Agreement.

(ii) A writer other than a writer in A (i) above, who is a full member of the Writers' Guild, and is new to television or films, but has established a reputation in books, radio or theatre shall be paid the going rates set out below, except in the case of a finite series or serial where all the episodes are written by one writer which shall be subject to the rates in sub-Clause 4 (v) below. (see Agreed Note for Guidance)

(a) Series

Up to 20 minutes: £2010

21 to 30 minutes: £2627

31 to 45 minutes: £4515

46 to 60 minutes: £5254

(b) Serials

Where the Storyline is Provided and the Writer is Commissioned to Provide only the Script of the Episode.

Up to 20 minutes: £1300

21 to 30 minutes: £1750

(c) Serials

When the Writer is Commissioned to Provide Both the Script and the Storyline of the Episode.

Up to 20 minutes: £1574

21 to 30 minutes: £2101

31 to 45 minutes: £3152

46 to 60 minutes: £4204

(iii) The rates of payment for new writers to television except in the case of a finite series or serial where all the episodes are written by one writer which shall be subject to the rates listed in sub-Clause 4 (vi) below, shall be paid the going rates as follows: (see Agreed Note for Guidance)

(a) Series

Up to 20 minutes: £1921

21 to 30 minutes: £2517

31 to 45 minutes: £3779

46 to 60 minutes: £5038

(b) Serials

Where the Storyline is Provided and the Writer is Commissioned to Provide only the Script of the Episode.

Up to 20 minutes: £1250

21 to 30 minutes: £1674

(c) Serials

When the Writer is Commissioned to Provide Both the Script and Storyline of the Episode.

Up to 20 minutes: £1511

21 to 30 minutes: £2012

31 to 45 minutes: £3025

45 to 60 minutes: £4031

A new writer to television shall be defined as any writer who is not an established writer as defined in Clause 4 A (i) above, nor a new writer as defined in Clause 4 A (ii) above

(iv) The rates of payment for established writers who write ALL the episodes of a finite series or serial shall be paid the following going rates: (see Agreed Note for Guidance)

Slot length 30 minutes: £5553

Slot length 60 minutes: £9245

Slot length 75 minutes: £11112

Slot length 90 minutes: £13883

(v) The rates of payment for Writers new to television or films but established in the area of books, radio or theatre, who have written all the episodes of a finite series or serial shall be paid the following rates of payment: (see Agreed Note for Guidance)

Slot length 30 minutes: £3940

Slot length 60 minutes: £6568

Slot length 75 minutes: £7891

Slot length 90 minutes: £9855

(vi) The rates of payment for new writers who write all the episodes of a finite series or serial shall be paid the following going rates of payment: (see Agreed Note for Guidance)

Slot length 30 minutes: £3775

Slot length 60 minutes: £6296

Slot length 75 minutes: £7562

Slot length 90 minutes: £9437

(vii) For series and serials of a fictional dramatic nature specially written for children's, educational and religious programmes the going rate shall be:

(a) Series

£85.70 per minute of transmission time.

(b) Serials

£85.70 per minute of transmission time.

Except that, in the case of a series or serial of fictional dramatic nature which contains substantial drama content specially written for children's programmes with a slot length of 30 minutes or more, the going rate as set out in Clause 4 A (i), (ii) and (iii) above shall apply as appropriate.

B. The payment made to the writer shall entitle a Company to:

(i) Transmit the work, once only except as provided for in Clause 6 subparagraphs (a) and (b) simultaneously or non-simultaneously, live and/or recorded over all of areas covered by the NTL transmitters in the United Kingdom including transmissions for Channel Four.

(ii) Repeat transmissions in the United Kingdom in accordance with clause 6.

(iii) Authorise the additional use of the work in accordance with Clause 8.

(iv) In the case of Welsh Language series and serials the payment shall be the subject of individual negotiation.

Note: Part Network Transmissions:- for provisions dealing with transmissions on a part network basis see Clause 7.

## 5. PAYMENT

Payments shall be made to the writer in the following stages:

(i) 50 per cent of the agreed payment within seven days of the signing of the contract.

(ii) A further 25 per cent of the agreed payment on delivery of at least one clean copy of the work by the writer to the Company.

(iii) The Company shall then as soon as is reasonably practicable and in any event within a period of 70 days of receipt of the work notify the writer that:-

(a) The work is acceptable for transmission by the Company, in which case the balance of 25 per cent of the agreed payment shall be paid forthwith,

OR

(b) The Company requires certain reasonable alterations to the work in which case the balance of 25 per cent of the agreed payment shall be paid to the writer upon acceptance by the Company of the revised work as suitable for transmission. If the revised script is not acceptable the Company shall have the right to reject the script without further payment provided that the decision to reject the script is made within the period of two months from the date of delivery of the revised script. If the revised script is not rejected within the period of two months it shall be deemed to be acceptable, in which case the balance of 25 per cent of the agreed payment shall then become payable.

OR

(c) That the script is not acceptable for transmission by the Company without revision by another writer or writers in which case the balance of 25 per cent of the agreed payment shall not be paid to the writer and his payment shall for all purposes, including any payments due under the provisions of Clauses 6 and 5 be deemed to be 75 per cent of the agreed payment.

(iv) In the event that a Company requires substantial additional writing services as a result of material change in the Company's original requirements, the Company and the writer shall negotiate in good faith a fee in respect thereof.

## 6. REPEAT TRANSMISSIONS

A Company shall have the exclusive right to repeat the performance of the writer's work simultaneously or non-simultaneously live and/or recorded over any or all of the areas covered by the ITC transmitters including the areas covered by Channel Four on payment to the writer of the fee set out in the appropriate sub paragraph below.

Note: The simultaneous transmission of a programme by a broadcaster in

both analogue and digital format will be regarded as a single transmission.

(i) Repeats in Peak-time Hours

In cases where transmission is scheduled to commence between 1600 and 2229 hours Monday to Friday or 2259 hours Saturday and Sunday the payment shall be 100 per cent of the writers' original fee for each repeat performance.

(ii) Daytime Off-peak Hours

In cases where transmission is scheduled to commence between 0925 and 1559 hours or between 2230 Monday to Friday or 2300 Saturday and Sunday and 2329 hours the payment shall be 50 per cent of the writers' original fee for each repeat performance.

(iii) Night-time Off-peak Hours

In cases where transmission is scheduled to commence outside the hours specified in (i) and (ii) above the payment shall be 15 per cent of the writers' original fee for each repeat performance.

B (i) In the case of schools' programmes only no additional payment shall be made in respect of:

(a) One repeat.

AND

(b) A second repeat of one programme from a series of schools' programmes, transmitted as a preview showing to teachers.

(ii) For further payments to the writer of 100 per cent of the original fee a Company shall acquire the right to further pairs of transmissions in all areas under the same terms and conditions as under Clause 6 B(i) above.

(iii) In respect of educational repeats only, after a period of twelve months from the date of the original transmission the repeat payments will be based on the current going rates rather than the original fee.

## 7. PART NETWORK TRANSMISSIONS

In order principally to provide opportunities for writers new to television it is agreed that in the event that a programme is transmitted in one or more ITV regional licence areas, then the following arrangements may be applied.

(a) (i) If the programme is to be transmitted in one or more ITV regions with an aggregate NTH value of 50% or less than the payment due shall be 50% of the payment specified in Clauses 4 or 6 above.

(ii) If the programme is to be transmitted in ITV regions with an aggregate NTH value of more than 50% up to 75% then the payment due shall be 75% of the payment specified in Clauses 4 or 6 above.

(iii) If the programme is to be transmitted in ITV regions with an aggregate NTH value of more than 75% then the payment due shall be 100% of the payment specified in Clauses 4 or 6 above.

(iv) In the event that payment for any tranche of part network transmission is due more than 2 years after the original transmission of the programme on any part of the ITV Network then the payment due in accordance with i), ii) or iii) above shall be no less than the relevant percentage of the agreed going rate for the programme category concerned at the time such payment is due.

(v) The due date for payment shall be a date not later than the first transmission or part-transmission within a tranche.

(b) For the purposes of this Clause the NTH % value for each area covered by an ITV regional licence is as follows:-

Anglia 7  
Border 1  
Carlton/LWT 19  
Central 15  
Channel 1  
Grampian 2  
Granada 12  
HTV 8  
Meridian 9  
Scottish 6  
Tyne-Tees 5  
Ulster 2  
Westcountry 3  
Yorkshire 10

(c) Companies commissioning writers for programme proposals which they intend to submit to the Network Centre or Channel 4 for network commissioning will continue to do so on the basis of the network rates specified in the Agreement.

If a Company wishes to submit a script, originally commissioned under the part-networking provisions, to the Network Centre or Channel 4 it will enter into good faith negotiations with the writer prior to making such a submission.

## 8. ADDITIONAL USES

Having acquired the rights set forth in Clause 4 above, a Company shall also acquire the exclusive right to use or licence the additional use of the work as follows and the writer shall be entitled to the payments specified. The simultaneous transmission of a programme by a broadcaster in both analogue and digital format will be regarded as a single transmission.

a) (i) The Company may use or permit the use of the work in any or all media in the UK (excluding broadcasts on ITV and Channel 4) and overseas on payment to the writer of a royalty of 5.6% of gross receipts from the programme sale(s).

(ii) In the case of any programme for which the application of the royalty payment set out above would be inappropriate, the Company shall have a right to discuss with the writer alternative arrangements in advance of the production.

(iii) Where a script for a programme was commissioned from more than one writer, the individual payments to each writer will be calculated by dividing the total payment of 5.6% of gross receipts pro-rata to their original contract basic fee.

Payment for additional uses shall be aggregated and made at reasonable intervals which shall not exceed three months in duration.

b) All royalties due under this clause shall be paid to the writer no later than thirty days after the end of the quarter in which the Company receives the gross receipts referred to therein. Any such payment shall be accompanied by a statement of account showing for each sale, the territory concerned, the royalty due, and in the case of sales paid in installments, the proportion of the total sales price represented by the quarters receipts. The information contained in such statements shall not be divulged to any third party, other than the writer's professional advisers, without the express permission of the Company.

The Company shall keep full and accurate accounts and records in respect of the exploitation of the work relating to the gross receipts and royalties payable thereon. The Company agrees that in the event of a disagreement arising with a writer which is not resolved through discussion between the parties, then on receipt of prior written notice from the Writer it will permit the Writer or a professional representative of the Writer to examine during normal hours of business, and take copies, of the records of account relating to the exploitation of the Writer's work. The said examination shall be at the expense of the Writer unless errors to the disadvantage of the Writer exceeding 10% or £200 which ever is the greater are disclosed in which case the reasonable costs incurred in carrying out the examination shall be paid by the Company. All short falls and any reimbursement of the cost of carrying out the examination shall be paid to the writer within 30 days of notification to the Company of such shortfall and cost.

(c) In accordance with the Agreement between the Writers' Guild and the Ministry of Defence, having acquired the right set forth in Clause 4 above, a Company shall also acquire the exclusive right to transmit or licence the transmission of a recording of the work, without restriction, over the transmitters of the British Forces Television Service in Germany, without making any additional payment to the writer.

N.B. For the purposes of this Agreement 'all media' is defined as inclusive of any and all means of distribution, transmission or exploitation now known or hereafter developed including (but not by way of limitation) cable television, videograms, satellite broadcasting, terrestrial broadcasting, non-theatric and showings by closed-circuit television\* to captive audiences whether in the UK or overseas, excepting only original transmissions and repeats on ITV and Channel 4 and theatric rights. Payments in respect of transmissions of ITV and Channel 4 will continue to be made in accordance with the relevant clauses of this Agreement.

\* The definition of non-theatric and showing by closed-circuit television to captive audiences is set out below. (d) Non-theatric Use and Showing of Programmes to Captive Audiences

#### A. Non-Theatric Use

"Non-Theatric Use" or "Non-Paying Audience" rights shall be defined as the right of exhibition of material to audiences nor making any specific payment to see or hear the material in question and coming within the following categories of audience:

- (i) In educational institutions (e.g. universities, colleges schools, evening institutes);
- (ii) Educational classes and gatherings held by companies and other bodies not being educational institutions;
- (iii) In clubs or other organisations of an educational, cultural, religious, charitable, or social nature (e.g. drama study groups, film societies, churches, professional associations, women's institutes, the British Council and any other Government agencies) Prints or tapes may be supplied either direct to users or through recognised film societies or film libraries.

#### B. Captive Audiences

Captive Audiences shall mean visitors to hotels, personnel on construction sites including oil rigs and passengers on ships, aircraft, buses or trains, where no specific charge is levied for reception of the programme except for any charge in respect of the use of apparatus needed to see and/or hear the programmes.

### 9. USE OF EXTRACTS

A Company may include a programme extract incorporating a writers' work within another programme provided a) the necessary consent (s) are in place and b) the fee set out below is paid , and c) appropriate credit is given where practicable. The fee shall entitle the Company to incorporate the extract in a programme and to authorise the subsequent use of the extract within that programme in any media worldwide in perpetuity without limitation. The fee

shall be £65 per 30 seconds or part thereof of extracts(s) incorporated in the programme.

No extract shall be of a duration of more than four minutes and no more than 2 x four minutes extracts taken from 1 single programme shall be incorporated in any other programme, unless separately agreed.

Note: Nothing above shall affect the rights of the Company to use extracts under the 'fair dealing' provisions of Copyright law, nor for promotional purposes, without additional payment.

## 10. GUILD MEMBERSHIP

The Guild shall be the sole Union recognised for the purpose collective bargaining for all freelance writers commissioned to write scripts for series and serials on the understanding that the Guild shall remain a separate, independent and open Union. A writer under this Agreement shall be in membership of the Guild, or if not a member of the Guild shall either:

(a) apply for membership

OR

(b) apply for exemption

OR

(c) express his unwillingness to apply for membership

In the case of (b) and (c), the Company shall inform the Guild before contracting the writer and the matter shall be settled by discussion, but the company shall not necessarily be precluded from contracting the writer while the discussions are taking place. Any dispute arising in respect of the operation of this Clause shall be dealt with as a matter of urgency at a meeting between the Guild and the companies.

## 11. REHEARSAL/SCRIPTS

(a) A Company shall send a writer at least one copy of every version of the script as soon as it is produced and shall inform him of the rehearsal schedule.

(b) Attendance at any read-through, rehearsal or recording in studio or on location will normally be mutually agreed between the Company and the Writer. An allowance of £74.40 shall be paid to the writer in respect of each days attendance by agreement and in addition the writer shall be entitled to reimbursement of the reasonable cost of any travel in the UK and/or overnight accommodation which is necessarily incurred. In the absence of agreement the writer may nominate days of attendance to provide for up to a maximum of three paid days of attendance in total. The Company shall not unreasonably

reject such a proposal and shall nominate a named person or persons to receive such requests. The payment and reimbursement of costs provisions above shall apply equally to such nominated days. In the event that a Writer attends of his/her own volition however, there shall be no such entitlement to attendance, travel or overnight expense payments. Payment of the attendance allowance and reimbursement of expenses shall be made in full within 30 days of receipt of invoice.

## 12. ALTERATIONS TO SCRIPTS OF SERIES AND SERIALS

A Company shall be entitled to make such reasonable alterations to a script or a series or serial as it shall consider necessary in the interests of good television production and such other alterations as may be required to enable it to comply with any official requirement of the ITC to such extent as the writer may be unwilling and/or unable to carry out such alterations himself.

## 13. STORYLINE PAYMENTS

### (a) Definitions

For the purposes of this Clause the following definitions shall apply:

(i) Basic idea: shall mean a brief statement of the idea without detailed development.

(ii) Storyline: shall mean a complete development of the basic idea and the plot giving a clear indication of the leading characters, the progression of events and the overall style of the play with an outline of the settings.

(b) A basic idea shall not attract payment.

c) Should a Company show an interest in a basic idea for a series or serials episode but before commissioning that episode wishes to see the idea developed into a storyline then a storyline shall be commissioned. In this event the storyline payment shall be not less than 10 per cent of the appropriate going rate for a series or serial episode of the anticipated length and shall be paid on delivery of the storyline. This payment shall be non-returnable, but if the writer concerned is then contracted to write a series or serial on the basis of the storyline it shall be deducted from the agreed payment made to the writer under Clause 4.

Should he or she not be so commissioned then no rights shall be acquired by the Company in respect of the payment for the storyline.

## 14. CREDITS

A Company shall accord a screen credit to the writer concerned at the beginning or end of the programme unless the writer requests that no such credit shall be given in which case he shall inform the Company, in writing, in advance of the printing of the caption.

The Company shall include a credit to the writer in all publicity or other material relating to the programme supplied to third parties which contains any reference to the director of the programme. The Company shall not, however, be held responsible for errors or omissions of third parties which are due to circumstances beyond their control.

#### 15. SYNOPSIS

Where a writer is invited to submit a synopsis he/she shall be informed within 30 days of its suitability or otherwise.

#### 16. UNUSED SCRIPTS

In the event that a script, for which payment has been made under this Agreement, is not used by a Company within three years of the of its original acceptance by the Company, the writer concerned shall have the opportunity of buying it back.

#### 17. DISPUTES

Any dispute arising regarding the interpretation of this Agreement or the interpretation of an individual contract between a writer who is a member of the Writers Guild and a Company shall, in the first instance, be referred to a Joint Committee composed of three representatives of the companies and three representatives of the Guild. Failing settlement it shall be referred to a single Arbitrator mutually acceptable to both sides who shall determine the issue and whose decision shall be binding on both parties.

#### 18. QUIT CLAUSE

Nothing in this Agreement will prevent the Writer from being entitled to receive income under Collective Agreements negotiated by recognised Collecting Societies under foreign national laws and the Company will make no claim to any such income. In the event that a company and a writer receive income under such a collective agreement, the companies shall not be under any obligations to make any payment to the writer from its share under the Collective Agreement.

The Writer will make no claim against the Company in any circumstances whatsoever, whether for payment or otherwise, which shall arise out of any failure by the Writer or any organisation which may represent him to enter into any Agreement with foreign collecting societies or any failure on the part of such a Society to make any payment to the Writer.

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**AGREED NOTES FOR GUIDANCE**

**Series and Serials Clause 3 - Copyright**

**Revision of the Agreement 1971**

**Letter of Settlement, 7th July 1971**

In the light of the considerable discussion which took place in 1971 about copyright generally, the companies agreed that where a Company acquires

more than television rights and at a later date decides to exploit any such additional rights there should be negotiation between the writer and the Company to determine an appropriate payment for the exploitation of those rights. In the event that the individual writer and the Company concerned are unable to reach agreement on the amount of such payment either party may pursue the matter under the procedure for the settlement of disputes in Clause 17.

In the event that a writer who has a definable copyright in a series episode wishes to exploit that right in another media there should be consultation between the writer and the Company concerned about the use of such rights and should it not be possible to arrive at a mutually satisfactory arrangement either party may pursue the matter under the procedure for the settlement of disputes in Clause 17. In this context, the companies would not unreasonably seek to prevent a writer from exploiting his work in another media.

### **Revision of the Agreement 1979: Letter of Settlement, 10th July 1979**

Where a Company acquires the publishing rights in a script the terms and conditions for such acquisition shall be mutually agreed and shall form a separate contract. In the event that the individual writer and the Company concerned are unable to agree on the terms and conditions the matter may be pursued under Clause 17 - Disputes.

### **Revision of the Agreement 1994: Letter of Settlement, 25th February 1994**

#### 1) Joint Authors. Format Rights etc.

In order to remove any ambiguities it was agreed that in cases where a published work is used as the basis for a television script that the royalty of 5.6% should be paid to the writer(s) responsible for the adaptation of the source work in to a television script. The position of the author(s) of the source material would be a separate matter.

It was noted however that in circumstances where for example, an author who had already written a number of complete scripts in an ongoing drama series, produced a story outline and characterisations which were given to a second author to produce scripts, and the original author then undertook rewrites to produce the final script, there are two script writers and the 5.6% royalty would be divided between them.

#### 2) Additional Uses

It is recognised by the ITV Companies that in the case of some pre-1988 programmes the provisions of individual contracts will not allow variations of payment for certain additional uses from residuals to a royalty. In such cases the companies will continue to pay residuals unless and until otherwise agreed by the parties to the contract. The Writers Guild for its part will advise its members that in such cases they should normally be prepared to agree to

such a variation. Any residual payments made will be calculated on the basis of the percentages shown in Clause 8c of the Teleplays Agreement.

## **Revision of the Agreement: Letter of Settlement: 22 October 1997**

### **1. Storyline Conferences**

It is recognised by the Companies and the Guild that there can be mutual benefit in bringing a group of writers together to discuss possible storylines and storyline development for a programme series or serial. Since the circumstances in which such meetings are held and their outcomes vary, no standardised approach to payment or non-payment is practicable. However the Companies have agreed to make clear to writers invited to such conferences in advance of attendance, what arrangements they intend applying.

### **2. Non-arms length sales**

In circumstances where a 'purchasing' company controls more than 25% of the equity of a 'selling' company, or vice versa, or where a third party controls more than 25% of the equity of both or where two or more shareholders of a 'purchasing' company control more than 25% of any selling company then the sale will be subject to the following procedures:- The selling Company will inform the Writers Guild of any 'non arms length sales' it has concluded. If the Guild considers that the sales price associated with any such sale is not in line with open market prices it may query the matter with the selling company. A meeting between the Guild and the selling company may be held at the request of either to resolve the matter. If the matter is not resolved the question may be referred by either party to independent arbitrator agreed between the Guild and the Company.

In the event that a sales price was successfully disputed the royalty payments to the writer(s) would be recalculated on the basis of the agreed or arbitrated sales value.

The Companies agree to inform the Guild as soon as practicable of any shareholdings in potential programme purchasing companies which would fall within the 'non arms length' definition above.

The Companies have committed to supply relevant details of all secondary sales to an expert, neutral third part who is being appointed by agreement between the Companies and Equity, and would be able to produce analyses of market prices which would inform any discussions between the Guild and Company, or any arbitrator's considerations.

### **3. Part Network Commissions**

For the avoidance of doubt the changes introduced in the part-networking arrangements will not supercede the provisions of any contracts entered into prior to 1st November 1997.

#### 4. Sales information

The Companies agreed to supply to the Writers Guild in strict confidentiality, information relating to sales of programmes on a six monthly basis. The information to be supplied will include name of programme, buyer, gross sales revenue, royalty paid to writer(s).

#### 5. Use of extracts

The parties agreed that there would be a review of the provisions introduced in this agreement commencing 1 November 1998 on the expiry of a period of two years from the commencing date.