

## CELTIC FORMAT PILOT SCHEME 2016/2017

Once again MG ALBA, S4C and TG4 are proud to unite in this the second year of the Celtic Formats pilot scheme. We are inviting original **unscripted factual entertainment** ideas with must see, compelling and surprising content that taps into the zeitgeist and will appeal to intergenerational audiences alike across the Celtic nations and beyond.

The ambition is to discover a refreshing, distinctive and authentic format that the Celtic Nations can be proud of and that will be talked about across the three nations. The ideas should show creative ambition and heart that will touch the emotion in some way, be it laughter, tears or surprise yet shouldn't feel overly formulated or forced.

MG ALBA (for BBC ALBA), TG4 & S4C will equally fund a pilot to the total value of £15,000 with the aim of developing a value for money format that has the potential to create a successful, adaptable and returnable series which can be produced independently in all of the Celtic regions and beyond.

*Proposals should include:*

A logline, format treatment, indication of proposed talent and of how the development funds would be used to produce a worthwhile pilot which can be used as a basis for a returnable series.

The best ideas will be shortlisted and invited to pitch to the three broadcasters in January 2017. One idea will be selected to receive the £15,000 development funding to create a pilot for delivery by early April 2017.

Deadline for submissions: **midday, Wednesday 21st December 2016.**

Please send your proposals to: **Celticformats@s4c.cymru**

By submitting your ideas to the email address set out above, you agree to the Terms of Entry set out below.

## **CELTIC FORMAT INITIATIVE TERMS OF ENTRY**

The 2016 Celtic Format Initiative ("CFI") is supported by:

- S4C having its registered office at Parc Ty Glas, Llanishen, CF14 5DU, Wales ("S4C")
  - TG4 of Baile na hAbhann, Co. Galway, Ireland ("TG4"); and
  - MG ALBA of Seaforth Road, Stornoway HS1 2SD, Scotland ("MG ALBA")
- (S4C, TG4 and MG ALBA together referenced as "The Broadcasters")

### **1.Entry requirements**

To take part in this initiative, entrants must submit the following by email to **Celticformats@s4c.cymru** before **midday**, Wednesday 21st December:

- A logline and treatment for the format (this can be in the form of a document or visual demo tape). The treatment should be simple, short and should outline the key format elements and your vision for the format in 2 – 5 pages.
- An indication of the proposed talent and/or key attributes of any talent should be noted
- Details of how the £15,000 development funds would be used to produce a pilot which can be used as a basis for a returnable series.
- Full contact details of the applicant (contact name, company name (where applicable), email address, mailing address and telephone contact details) should be included.

Information can be presented in your local Celtic language or English. Where information is submitted in any language other than English, an English translation should also be submitted.

The Broadcasters accept no responsibility for the shortcomings of any delivery system or for any lost, delayed or defective responses. It is up to you to ensure that your responses (and any attachments) are prepared in good time (taking into account the possibility of staff absences or technical failures) and are submitted in advance of the deadline for receipt of responses set out above.

Please note that 20Mb is the maximum email size that the email address can accept and permissible file formats are Word, Excel, PDF and Jpeg. These file formats are acceptable as Zip Files. You should be aware that your own ISP (Internet Service Provider) may impose lower limits on the maximum email capacity and as such you are advised to check the size limit with your own ISP or IT department well in advance of despatch and deadline.

### **2.Format Idea**

The format must be wholly original, not based on any other programme, format, books, plays or other source materials and should not have been previously pitched to any broadcaster or be optioned, under development or in production for any other broadcaster.

The format must be capable of production in compliance with BAI Codes and the Ofcom Broadcasting Code and should not violate or infringe any other person's rights including any rights of privacy, intellectual property rights or human rights.

By submitting a format idea, each applicant warrants that the format idea complies with the requirements set out in this part 2.

### **3.Further Information**

All further enquiries relating to this initiative including any requests for further information and/or guidance must be made by email to [celticformatquestions@s4c.cymru](mailto:celticformatquestions@s4c.cymru). In the interests of fairness and transparency please note that all requests for further information

and/or guidance in respect of this initiative and responses to such requests will be disclosed to all applicants. Such disclosures will be made by email to the email addresses provided by the specific enquirer and published on the Broadcasters' websites.

#### **4. Selection of Development Project**

Representatives from the Broadcasters will open all entries submitted in accordance with these Terms of Entry at the same time on or after the Closing Date. The representatives of each Broadcaster will evaluate all entries in accordance with the following criteria:

- Originality and key format elements
- Appeal to core audience of the Broadcasters and potential for wider appeal
- Proposed use of £15,000 development money

Following evaluation, the Broadcasters will shortlist a maximum of six (6) companies to be invited to pitch their ideas to the Broadcasters. The Broadcasters will aim to notify the companies that have been invited to pitch by email on or about the week of the 10th January 2017. The successful applicants will be notified of the date and other arrangements for the pitch. Unsuccessful applicants will be notified after this date.

If the Format Developer is an individual or has limited experience in producing television programmes of the nature proposed, part of the pitch will include a discussion with the Broadcasters as to how the Format Developer intends to produce the pilot and whether a production partner has been approached or whether they would be open to the commissioning broadcaster nominating a production company or an executive producer to work on the project.

All pitches will be conducted either in person or via Video Conferencing or Skype. Representative from each Broadcaster will be present and suitable arrangements for Video Conferencing or Skype link will be made with each applicant invited to pitch if necessary. Following further evaluation of the format ideas, the Broadcasters will, where appropriate, jointly and unanimously select one (1) format idea to develop further. The Broadcasters will notify the successful and unsuccessful applicants by email after all pitches have been given.

Decisions of the Broadcasters in this respect will be in their absolute discretion and will be final.

#### **5. Key Development Terms**

Where a format idea is submitted pursuant to this initiative, but is not selected for development, all rights in such format will be retained by the production company submitting the idea.

Where a format idea is selected for development, the applicant who submitted the format idea ("Format Developer") will be required to enter into a development agreement with the Broadcasters which will include the following terms:

- an obligation on the Format Developer to deliver the development materials, including a pilot of non-broadcast quality based on the format idea (with English language subtitles, where appropriate), a basic format bible, running order;
- a commitment by each of the Broadcasters to contribute £5,000 each (total of £15,000);
- the exclusive right for each of the Broadcasters to commission one or more series in their local language based on the format in their absolute discretion, to be broadcast worldwide without restriction;
- if the Format Developer has limited experience of producing a programme in the language of one of the commissioning broadcasters, each commissioning broadcaster may require the Format Developer to licence the format to a local independent producer in return for a format fee. The Format Developer will be granted a consultant role with the relevant production company on terms to be agreed with the commissioning broadcaster;

- copyright in the underlying format and the pilot will be assigned to the Broadcasters and the Format Developer to be held by all parties in equal shares;
- all parties will agree on the most appropriate distribution strategy for the format as part of a commissioning agreement;
- copyright in any programme commissioned by a broadcaster will be assigned back to and owned by the Broadcasters and the Format Developer in equal shares unless the Broadcasters and the Format Developer agree otherwise; and
- if a format idea is selected for development work but none of the Broadcasters elect to commission a series based on the format within 24 months of delivery of the development materials, the project shall be placed into turnaround and the Format Developer shall be entitled to buy back all rights in the format on repayment of the £15,000 development moneys.

## **6.Freedom of Information and Data Protection**

The Broadcasters are subject to the provisions of the Freedom of Information ("FOI") Act 2000 and the Irish Freedom of Information Act 2014 and may be required to disclose information contained in any document provided by all applicants in response to an FOI request.

By responding to this document all applicants consent to the processing by each of the Broadcasters of all personal information provided in accordance with the Data Protection Act 1998 and confirm that the applicant has obtained all necessary third party consents to enable the Broadcasters to do so.

## **7.Confidentiality**

All applicants agree to keep confidential any information which is disclosed or otherwise made available to them by the Broadcasters in connection with this initiative, applicants agree not to use such information for any purpose other than the preparation of responses and shall not to disclose such information to any person other than in confidence and on a need to know basis to those persons who are directly involved in the preparation of the response. Such obligations of confidentiality shall not apply to documents already in the public domain at the time it is disclosed or made available by any one of the Broadcasters. Applicants agree not to, and agree to ensure that their employees and any adviser or any other person connected with the response does not, issue any publicity of any kind (including but not limited to notices via social networking sites such as Facebook or Twitter or otherwise) regarding the initiative or any decision of the Broadcasters in relation to any element of this initiative unless each of the Broadcasters has provided prior written consent to such communication.

## **8.Non-Collusion**

By submitting a response applicants certify that:

1. the response is bona fide and intended to be competitive; and
- 2.the applicant has not fixed or adjusted the response by or under or in accordance with any agreement or arrangement with any other person or required any other producer to do the same.
- 3.Rights in the material submitted and indemnity

Each applicant must ensure that they control all right, title and interest in and to the submitted material necessary for the Broadcasters to acquire the unfettered right to own and exploit such the format and any programming based on the format, by sale or license, in all media worldwide in perpetuity.

Applicants acknowledge that the Broadcasters are constantly developing and are in receipt of ideas from a variety of different sources. Consequently the Broadcasters shall not be liable to any applicant for any use of material which is not original to the applicant, is not new or novel or which has been independently submitted to the Broadcasters or previously developed by any employee of the Broadcasters or is in the future submitted to the Broadcasters by a third party and the Broadcasters shall not be obligated in any respect whatsoever to compensate the applicant for any use of such material.

If any of the Broadcasters produce or distribute a television programme or programmes based upon the same general idea, theme or situation and/or having the same setting or background history as any material submitted by the applicant, the Broadcasters shall have no obligation or liability to the applicant of any kind by reason of the production or distribution of such programme(s) except where the Broadcasters has substantially copied the expression and development of such idea, theme or situation, including the characters and story line thereof. The submission of material by the applicant shall not be deemed to place any of the Broadcasters in any different position from any other member of the public with respect to the submitted material. As such, any part of the material that could freely be used by any member of the public may be used by the Broadcasters without liability to the applicant.

By submitting an entry, applicants agree to indemnify on demand, defend, release, discharge and hold harmless the Broadcasters from any and all claims and liabilities arising from or in connection with participation of the entrant in this initiative, including, without limitation: (a) claims for injury, loss or damage of any kind resulting from the entrant's participation in this initiative; and (b) claims based on rights of privacy, moral rights, defamation, copyright and/or trademark infringement relating to the submission or exploitation of any format idea.

#### **10. Disqualification**

The Broadcasters reserve the right, in their absolute discretion, to disqualify any response and/or any Company from this initiative at any time if:

- (a) a response does not comply in any respect with the Terms of Entry;
- (b) any information provided to the Broadcasters is incomplete, inaccurate or misleading in any respect or ceases to be correct;
- (c) the applicant has colluded with any person in relation to or in connection with a response to this document; or
- (d) the applicant or its appointed advisers has attempted to inappropriately influence this process in any way.

Disqualification of any response or company will be without prejudice to any other rights or remedies of the Broadcasters.

#### **11.No Obligation to Offer a Contract**

Nothing contained in this document shall constitute an agreement or contract to commission any development work or production of a programme. The Broadcasters reserve the right to withdraw from and/or abandon and/or defer this process at any time, not to award any contract as a result of this process, to supplement, revise and/or clarify the terms and conditions of this document.

#### **12.Governing Law**

This document shall be governed by the laws of England and Wales and applicants agree, by returning a response, to submit to the exclusive jurisdiction of the courts of England and Wales.