

PROGRAMME PURCHASE AGREEMENT

From: Seirbheis nam Meadhanan Gàidhlig (operating as MG ALBA)
Seaforth House
54 Seaforth Road
Stornoway
Isle of Lewis
HS1 2SD

To: [Producer]

Dated:

Dear Sirs

1 Programme Rights Purchase: [Programme Title]

We, Seirbheis nam Meadhanan Gàidhlig ("**MG ALBA**"), a body established pursuant to section 208 of the Communications Act 2003, are pleased to confirm that we are prepared to purchase from you [Producer name, address] (the "**Producer**") at a price up to the maximum amount specified in Part 7 of Part 1 of the Schedule to this letter (the "**Price**") rights in the Gaelic language television programme or programmes (the "**Programme**") described more fully in Part 1 of the Schedule and the Commissioning Specification referred to in paragraph 2(c) below, and delivered in a format consistent with the Technical Specification attached as Part 3 of the Schedule.

The Price shall be payable in accordance with the terms and conditions set out below and, subject to your compliance with the terms of this letter, with the cashflow schedule attached as Part 2 of the Schedule.

MG ALBA intends but shall not be obligated to license certain rights in the Programme to the BBC for use on BBC Public Services.

2 Terms and Conditions of Purchase

We agree that all terms and conditions upon which rights in the Programme are provided to MG ALBA, and the Price will be paid to the Producer, are set out in the following documents:

- (a) this letter and its Schedule (the "**Confirmation Letter**");
- (b) MG ALBA's Purchase Conditions (the "**Programme Purchase Conditions**") which are attached to this Confirmation Letter; and
- (c) the commissioning specification attached as Part 5 of the Schedule (the "**Commissioning Specification**"),

which collectively comprise this "**Programme Purchase Agreement**". The definitions in Condition 1.1 of the Programme Purchase Conditions shall apply to words and phrases in the Programme

Purchase Agreement, except if this Confirmation Letter specifies an alternative definition for any word or phrase to the definition in Condition 1.1 of the Programme Purchase Conditions that alternative definition shall apply in this Confirmation Letter. The term "the Schedule" in this Confirmation Letter shall mean the Schedule to this Confirmation Letter.

In the event of any conflict of the terms and conditions of this Confirmation Letter or its Schedule or the Programme Purchase Conditions, the terms of the main body of this Confirmation Letter shall prevail.

The obligations of MG ALBA to pay sums towards the Price are subject to the full timely and continuing compliance by the Producer with the terms of this Programme Purchase Agreement and the Conditions Precedent specified in paragraph 3 below.

3 Conditions Precedent

This Programme Purchase Agreement is conditional upon, and MG ALBA shall have no obligations or liability towards the Producer under this Programme Purchase Agreement unless, the following conditions precedent are and remain satisfied. The conditions precedent are:-

- (a) the Price and the Budget or Fixed Price Basis (both as defined in the Programme Purchase Conditions) shall have been approved in writing by MG ALBA;
- (b) the Producer shall have agreed and entered into the Commissioning Specification with the BBC and MG ALBA relating to the Programme, signed on behalf of the BBC and MG ALBA; and
- (c) the Producer shall have delivered to MG ALBA a copy of a Marketing Plan (as defined in the Programme Purchase Conditions) for the Programme detailing how the Producer intends to exploit the Programme in other markets and generate onward supply of the Programme.

4 MG ALBA Rights and Sub-licensing

- 4.1(a) The Producer warrants and undertakes that, other than the Price, no other amounts will be payable to the Producer or any third party (including any form of third party clearance payments) in order to allow: (i) MG ALBA to exercise its right to use the Programme for Educational Purposes as set out in the Programme Purchase Conditions; or (ii) the BBC exercising any of its rights as a Sub-Licensee (as defined in the Programme Purchase Conditions) under this Programme Purchase Agreement (including without limitation the MG ALBA Rights and Programme Trade Marks) during the MG ALBA Licence Period (as defined in the Programme Purchase Conditions) provided such use is in accordance with the terms of this Programme Purchase Agreement.
- 4.1(b) The Producer warrants and undertakes to the BBC and MG ALBA that no fees or payments of any kind are or will be payable to any third parties during the MG ALBA Licence Period in connection with: (i) MG ALBA exercising its right to use the Programme for Educational Purposes; or (ii) the BBC exercising any of the rights granted to MG ALBA under this Programme Purchase Agreement (including without limitation the MG ALBA Rights and Programme Trade Marks) as MG ALBA's Sub-Licensee, provided such use is in accordance with the terms of this Programme Purchase Agreement. In obtaining the clearances required for this purpose, the Producer shall comply at all times with the rights clearance arrangements set out in Part 6 of the Schedule. If the Producer breaches its obligations under Part 6 of the Schedule and such breach causes the BBC loss then the BBC may recover such losses directly from the Producer by way of court action in its own name. Part 6 of the Schedule creates legal rights for the benefit of and is directly enforceable by the BBC against the Producer under Scots Law.
- 4.1(c) The parties acknowledge and agree that any other exercise of the MG ALBA Rights by MG ALBA or any Sub-Licensee of MG ALBA may require payment by the Producer of amounts payable to third parties under any bona fide union agreement or other underlying bona fide third party rights agreement (provided such third parties are not the Producer's Group

Companies (as defined in the Programme Purchase Conditions). If such payments are properly due and payable, the parties shall negotiate in good faith and acting reasonably in order to arrange and agree payment of such amounts by MG ALBA or its Sub-Licensee at fair market value. For the avoidance of doubt, no amounts shall be payable to the Producer or any third party by MG ALBA or its Sub-Licensees in connection with any use of any rights in or elements of the Programme which are owned by the Producer or its Group Companies, provided such use falls within the scope of the MG ALBA Rights and/or Programme Trade Marks as licensed in accordance with this Programme Purchase Agreement.

- 4.2 Subject to these rights clearances requirements, the parties acknowledge and agree that:
- 4.2(a) under this Programme Purchase Agreement, MG ALBA is granted the MG ALBA Rights (which are defined in the Programme Purchase Conditions and which include Primary New Media Rights) in the Programme. MG ALBA may sub-license the MG ALBA Rights to third parties including without limitation the BBC;
- 4.2(b) the parties acknowledge and agree that the Programme licensed under this Programme Purchase Agreement may be televised solely by the BBC as MG ALBA's Sub-Licensee as follows:
- (i) broadcast of an unlimited number of transmissions on the digital terrestrial television channel "BBC ALBA";
 - (ii) broadcast of up to 2 (two) transmissions on the digital terrestrial television channel "BBC 2 Scotland"; and
 - (iii) broadcast by means of exercising the SER (as defined in the Programme Purchase Conditions)

and any broadcast by MG ALBA or the BBC or any other Sub-Licensee of MG ALBA on any other television channel shall be subject at all times to MG ALBA, the BBC (or any other relevant Sub-Licensee of MG ALBA) and the Producer agreeing the purchase from or on behalf of the Producer of any additional rights or third party rights in the Programme as required to allow such broadcast (including without limitation any clearance payments required under any applicable union agreements the Producer is party to);

- 4.2(c) the Producer shall ensure that the Delivery Materials referred to in the Programme Purchase Conditions shall be delivered to MG ALBA unless MG ALBA requests otherwise.

5 Effective Date

Subject to the Conditions Precedent set out above being fulfilled, the Producer and MG ALBA agree that this Programme Purchase Agreement shall come into effect upon and from [insert date] notwithstanding the dates of signing of this Programme Purchase Agreement.

6 Specified Circumstances for Price Repayment

The Price shall be repayable by the Producer only in the Specified Circumstances (if any) as listed in Part 14 of Part 1 of the Schedule. Provided that the Producer performs and adheres to all of the terms and conditions of this Programme Purchase Agreement, the Producer shall have no other liability to repay the Price to MG ALBA.

7 Assignment of Rights by way of Security

The Producer confirms and agrees to the assignment to MG ALBA, by way of security for the repayment of the Price in the Specified Circumstances as set out in Part 14 of Part 1 of the Schedule, of certain rights as are more fully set out in Condition 10 of the Programme Purchase Conditions.

8 Distribution of the Programme

The Producer's attention is drawn to Condition 13 of the Programme Purchase Conditions which sets out the circumstances and the extent to which the Producer is free to make arrangements for the distribution of the Programme and how the rights in the Programme are allocated between the Producer and MG ALBA (whose rights may be sub-licensed to the BBC).

For the avoidance of doubt, any provisions of the Programme Purchase Conditions or the Commissioning Specification restricting the Producer's rights in relation to non-Gaelic versions of the Programme shall apply at all times.

9 Confidentiality

Subject to MG ALBA's ability to disclose information where it considers necessary in response to information requests made under the Freedom of Information (Scotland) Act 2002 or to exercise any rights granted to MG ALBA under this Programme Purchase Agreement, each party shall keep any confidential information relating to the business affairs of the other party and its associated companies secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than employees or representatives of the recipient or of its associated companies, or the BBC who need to know such information for the purposes of acting under and pursuant to this Programme Purchase Agreement and who are made aware of and have agreed to comply with the confidentiality restrictions imposed herein.

If either party is required to disclose information by law or by a competent regulatory authority, the party required to make such disclosure shall give notice to the other party (where not prevented from doing so by law). The party required to make disclosure shall have the right to disclose any part of the information of the other party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that each party shall use its reasonable endeavours to limit disclosure in accordance with this paragraph and to provide the other party with an opportunity to make representations to the relevant court or governmental authority, provided the ability to grant such opportunity is within their control.

10 Producer's Agreement

The Producer confirms that the Producer has read in full all parts of this Programme Purchase Agreement and has had the opportunity to take legal advice as to the provisions of this Programme Purchase Agreement including in particular the provisions of the Programme Purchase Conditions and its legal consequences.

If you agree and accept the terms of this Programme Purchase Agreement, please sign and return to us this letter which will form a binding agreement between us.

This Programme Purchase Agreement shall be construed in accordance with the laws of Scotland, and the courts of Scotland shall have exclusive jurisdiction in relation to any dispute arising in connection with this Programme Purchase Agreement.

This Programme Purchase Agreement shall not come into effect unless and until it is signed by an authorised signatory on behalf of MG ALBA.

Yours faithfully

..... **Authorised Signatory**

..... **Full Name**

**for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG**

[Producer] hereby agrees to the terms of this Programme Purchase Agreement (including the Schedule annexed hereto, the Programme Purchase Conditions and the Schedule annexed thereto)

at

on the **day**

of **[2018]**

by

..... **Authorised Signatory**

..... **Full Name**

before this witness

..... **Witness**

..... **Full Name**

..... **Address**

.....

.....

**This is the Schedule referred to in the foregoing Confirmation Letter forming part of the
Programme Purchase Agreement between
Seirbheis nam Meadhanan Gàidhlig ("MG ALBA") and the Producer**

SCHEDULE

Part 1

THE PROGRAMME

Part 1: Budget

[insert budget amount] or [Fixed Price Basis (as defined in the Programme Purchase Conditions)]

Part 2: Broadcasters

BBC

Part 3: Delivery Date

As per the Commissioning Specification set out in Part 5 of the Schedule.

Part 4: Mandate

As per the Mandate set out in Part 4 of the Schedule.

Part 5: Delivery Materials

Everything which constitutes a Delivery Material as defined in the Programme Purchase Conditions.

Part 6: Essential Elements

Essential Elements has the meaning set out in the attached Programme Purchase Conditions.

Part 7: Price

[£insert price] excluding VAT.

Part 8: Locations

As per the Commissioning Specification set out in Part 5 of the Schedule.

Part 9: Production Schedule

As per the Commissioning Specification set out in Part 5 of the Schedule.

Part 10: Programme

As per the Commissioning Specification set out in Part 5 of the Schedule.

Part 11: Pre-paid media

All Programmes shall have prepaid rights as required under this Programme Purchase Agreement.

Part 12: Programme Producer

[Producer]

Part 13: Sub-titling

The programmes will be delivered with a programme subtitle file in PAC format to accompany the programme HD DPP file.

Part 14: Specified Circumstances

Save in any case where the Producer is in breach of any provision of this Programme Purchase Agreement, the only Specified Circumstances in which the Price (or part thereof) is repayable to MG ALBA are the receipt by Producer or its assignees of revenue derived from the exploitation of the Programme otherwise than by means of the rights granted to MG ALBA under this Programme Purchase Agreement and/or the sale of any properties or other physical material acquired or created by the Producer in relation to the Programme. In such a case the Price shall be repayable from any revenues to which MG ALBA may become entitled pursuant to Condition 13 of the Programme Purchase Conditions.

Part 15: Screen Credit

As per MG ALBA Credit Guidelines for BBC ALBA, copies of which shall be made available to the Producer on request or made available on the MG ALBA website www.mgalba.com.

© Producer / MG ALBA MMX__

Part 16: Studios

n/a

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER

SCHEDULE

Part 2

CASHFLOW

On signature of Programme Purchase Agreement (and signature of Commissioning Specification)	25%
On commencement of Principal Photography	30%
On commencement of Post-production	20%
On approval of Off-line edit	10%
On completion of Publicity Material delivery	5%
On completion of Tape delivery	5%
On completion of Paperwork delivery	5%
	<hr/>
	100%
	<hr/> <hr/>

Instalments shall be payable on the agreed cashflow dates and upon receipt of a Cost Report and Production Progress Report in the form as attached at Part 4 of the Schedule to the Programme Purchase Conditions and on the dates agreed in the Commissioning Specification.

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER

SCHEDULE

Part 3

TECHNICAL SPECIFICATION

The technical specification is contained in the document titled “**Technical Specification For The Delivery Of Television Programmes As AS-11 Files To The BBC**” currently located under the heading “**Delivery requirements**” at the following web link:
<http://www.bbc.co.uk/commissioning/tv/production/articles/technical-requirements#file>
including any amendments made to such document by the BBC from time to time (including without limitation by issuing a superseding document).

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER

SCHEDULE

Part 4

MANDATE

Signed Copy of the Mandate for Production Trust Account

A copy of the Bank Mandate pages 1-4 signed by the Producer, the Producer's bank and MG ALBA.

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER

SCHEDULE

Part 5

COMMISSIONING SPECIFICATION

BRITISH BROADCASTING CORPORATION, a body incorporated by Royal Charter and having a place of business at 40 Pacific Quay, Glasgow G51 1DA (the "BBC"); and

SEIRBHEIS NAM MEADHANAN GÀIDHLIG (also formerly known as GAELIC MEDIA SERVICE and now as MG ALBA), a body established pursuant to Section 208 of the Communications Act 2003, the principal place of business for which is at Seaforth House, Seaforth Road, Stornoway, Isle of Lewis, HS1 2SD ("MG ALBA"); and

[Producer name and address] (the "Producer")

MG ALBA has purchased or may in the future agree to purchase rights in a programme produced by the Producer (the "Programme") in accordance with a Programme Purchase Agreement between the Producer and MG ALBA (the "PPA").

This Commissioning Specification is to be completed by the Producer and sets out the requirements set by the BBC and MG ALBA in relation to the Producer's provision of the Programme under the PPA.

This Commissioning Specification shall only be binding upon the parties once it has been signed by an authorised signatory on behalf of the BBC, MG ALBA and the Producer.

MG ALBA Specific Requirements

The Programme is a programme in the Gaelic language, being approximately 80% in Gaelic and 20% in any non-Gaelic language. The parties acknowledge and agree that this use of Gaelic language in the Programme may not be removed or significantly amended without the prior written consent of MG ALBA.

Where the Commissioning Specification refers to the BBC Editorial Representative or the BBC Commissioning Executive this shall be construed as having the same meaning as the MG ALBA Editorial Representative in the PPA.

Where the Commissioning Specification refers to Key Approvals this shall be construed as having the same meaning as the Essential Elements in the PPA.

1. Editorial Specification

Independent [Producer]																																						
The Programme: Working Title																																						
Series Number																																						
Delivery Date	xx/xx/20xx NB see Section 6 below for full delivery details																																					
Genre <i>Please select genre and sub genre if appropriate</i>	<table border="1"> <thead> <tr> <th>GENRE</th> <th colspan="2">COMMISSIONING DEPARTMENT</th> </tr> </thead> <tbody> <tr> <td>Drama <input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Ents <input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Comedy <input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Factual <input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Daytime <input type="checkbox"/></td> <td> <table border="1"> <tr> <td>Ents</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Factual</td> <td><input type="checkbox"/></td> </tr> </table> </td> <td></td> </tr> <tr> <td>Children's <input type="checkbox"/></td> <td> <table border="1"> <tr> <td>Drama</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Fact-Ent</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Pre-school</td> <td><input type="checkbox"/></td> </tr> </table> </td> <td></td> </tr> <tr> <td>News <input type="checkbox"/></td> <td></td> <td></td> </tr> <tr> <td>Sport <input type="checkbox"/></td> <td></td> <td></td> </tr> </tbody> </table>	GENRE	COMMISSIONING DEPARTMENT		Drama <input type="checkbox"/>			Ents <input type="checkbox"/>			Comedy <input type="checkbox"/>			Factual <input type="checkbox"/>			Daytime <input type="checkbox"/>	<table border="1"> <tr> <td>Ents</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Factual</td> <td><input type="checkbox"/></td> </tr> </table>	Ents	<input type="checkbox"/>	Factual	<input type="checkbox"/>		Children's <input type="checkbox"/>	<table border="1"> <tr> <td>Drama</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Fact-Ent</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Pre-school</td> <td><input type="checkbox"/></td> </tr> </table>	Drama	<input type="checkbox"/>	Fact-Ent	<input type="checkbox"/>	Pre-school	<input type="checkbox"/>		News <input type="checkbox"/>			Sport <input type="checkbox"/>		
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Co production partners (if known) and any editorial requirements																																						
No of Eps x Duration (including opening and closing credits)																																						
Pre/post watershed (delete as appropriate)	Pre watershed / Post watershed																																					
Format/ Style <i>Drama - series/ serial/ single/ 2 part/ Event</i> <i>Ents - studio show/ single camera loc/ multi camera loc</i> <i>Factual - Obs doc, drama doc, factual entertainment, authored film etc.</i>																																						
Topicality <i>Please specify any relevant tie-ins: e.g. exhibitions, book launches, DVD releases, anniversary etc</i>	Topical <input type="checkbox"/> Non Topical <input type="checkbox"/> Tie ins details _____																																					
Editorial Brief / Synopsis (include target age group if applicable)																																						

<p>Digital Media Strategy <i>Please detail how you intend to utilise Digital Media to complement the programme</i></p>							
<p>Target Audience <i>Please select the target audience and detail language contribution and provenance of contributors.</i></p>	<table border="1"> <tr> <td>Gaelic</td> <td></td> </tr> <tr> <td>Gaelic with National Resonance</td> <td></td> </tr> <tr> <td>National</td> <td></td> </tr> </table>	Gaelic		Gaelic with National Resonance		National	
Gaelic							
Gaelic with National Resonance							
National							
<p>Editorial compliance considerations Potential editorial issues relating to compliance with the BBC Editorial Guidelines that either will or may foreseeably arise in connection with the Programme, and how these will be addressed,</p>	<p>[None] [Brief details]</p>						

following discussions ¹ between the Producer and the BBC Editorial Representative:	
Does on-screen talent (or their agent) have an ownership or management relationship with the Producer?	Yes / No
BBC Managed Risk Programme List	[Not Applicable] [Programme to be included on the BBC Managed Risk Programme List – include brief details]
Are any sources of finance for the production of the Programme covered by the BBC POLICY ON LOCATION AND PRODUCTION INCENTIVES FOR INDEPENDENT PRODUCTIONS	[Y] [N] [Anticipated] [Not anticipated]
Please confirm that the person who signs this Commissioning Specification is also the person within the company who is, or would be, responsible for ensuring compliance with this policy (whether any such funding is anticipated upon commission of the Programme, or becomes identified at a later point prior to delivery of the Programme).	[Y]
If not, please provide the name of the person who is taking such responsibility.	[name of alternative company executive who is taking responsibility]
Health and Safety BBC Health and Safety approval and risk level:	To be completed by MG ALBA Period of approval: 3 years expiring on [] Risk level assigned: Standard / High
Did significant accidents or incidents (for example those defined by RIDDOR or similar) arise during any previous production for the BBC?	Yes / No [if yes please give details including what action has been taken]
Working excessive hours often contributes to stress and accidents, particularly if coupled with driving. Do you anticipate long working hours on this production, and if so how will you mitigate against this?	
Please confirm if this production involves any Hazardous Activities	Yes / No [if yes please give details and contact BBC Safety]
Please indicate whether the production involves travel to a Hostile Environment (HE) or other High Risk ? If high risk and/or an HE, please email the BBC High Risk Team safetyhighrisk@bbc.co.uk	N/A or [insert name of member of BBC High Risk Team]
Name of person responsible for Health and Safety on this production/series	

¹ As recorded in full in separate notes kept by both the Producer and the BBC Editorial Representative

Which individual or company is the competent source of advice for the Producer in relation to health and safety on this production and what is their qualifications/experience? NB - Please include their contact details, qualifications and/or experience.	
Sustainability "Is your company signed up to "Albert"? (the new carbon calculator for the TV industry) If you are not yet signed up to Albert and/or need assistance, please check http://www.bbc.co.uk/commissioning/tv/production/articles/production-resources	Yes / No

2. Creative Brief

	Brief
Writer Brief	- Single writer/ co-writers / team writing - Approved Scripts - date of accepted draft
Directorial Brief	All relevant creative information - Style of direction, etc.
Design Brief	Set/fx/ props – standard high
General Casting Brief	- Casting aspirations (Stars high/low, new talent), - Number of Core Cast - Number of guest parts per episode - On-screen portrayal - No. of Extras - Accents - Child Talent, please specify
Diversity & Inclusion Diverse representation on and off screen is extremely important to the BBC. By 'diversity' we mean reflecting modern Britain in all its cultural, social, age, gender and geographical richness as well as ensuring representation of disabled people and ethnic minorities. (Diversity to be reflected where editorially and/or practicably possible.) Does your company have a Diversity & Inclusion Policy?	Yes / No Please note that we expect all BBC ALBA suppliers to have a Diversity and Inclusion Policy by 31 December 2017. If you do not currently have a policy, a template is available from the Creative Diversity Network (CDN), here: http://creativitydiversitynetwork.com/template-equality-and-diversity-policy-2/
Has a formal conversation about Diversity on this programme/series taken place between the Executive Producer(s) and Commissioning Editor (and as required, supported by the BBC Diversity & Disability experts) to help address under-representation and/or the BBC's aims to promote Diversity detailed in the BBC Content Diversity & Inclusion Commissioning Guidelines : a) On Screen: b) Off Screen:	

Music Brief	
Period / contemporary	
Adaptation / original	

3. Production Brief:

i) Pre-Production

Pre-production	First Day	Last Day
Length and nature of total pre-production (in weeks)		

ii) Production

Filming type	Single-camera	Studio	Location
	Multi camera	<input type="checkbox"/>	<input type="checkbox"/>
	Two camera shoots	<input type="checkbox"/>	<input type="checkbox"/>
	Pre-recorded	<input type="checkbox"/>	<input type="checkbox"/>
	Live	<input type="checkbox"/>	<input type="checkbox"/>
	As-live	<input type="checkbox"/>	<input type="checkbox"/>
	Other- please specify	_____	
Secret Filming	Yes / No		
Hidden Camera	Yes / No		
Use of CCTV	Yes / No		
Inserts – pre-existing programmes or specially shot VT	London / Non-London Minutes per show / percentage		
Videotape/film	DV	<input type="checkbox"/>	
	Digi	<input type="checkbox"/>	
	HD	<input type="checkbox"/>	
	Super 16mm	<input type="checkbox"/>	
	Other - please specify	_____	
	Camera make & model:		

Geographical location of filming	<p>UK</p> <p>London based (within M25) <input type="checkbox"/> <input type="checkbox"/> No of Days</p> <p>Non-London based <input type="checkbox"/> <input type="checkbox"/></p> <p>Fixed location Yes / No <input type="checkbox"/> <input type="checkbox"/></p> <p>Name/s of Location/s (if known) _____</p> <p>Foreign Filming</p> <p>Country _____</p> <p>No of Days <input type="checkbox"/> <input type="checkbox"/></p> <p>Hostile Environment <input type="checkbox"/> <input type="checkbox"/></p> <p>- Mandatory Health & Safety Approval <input type="checkbox"/></p> <p>Visa required <input type="checkbox"/></p>									
Principal Photography	<table border="1"> <tr> <td>First Day</td> <td>Last Day</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	First Day	Last Day	<input type="text"/>	<input type="text"/>					
First Day	Last Day									
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Studio to Location Ratio	<table border="1"> <thead> <tr> <th></th> <th>Per Ep.</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Number of days on location</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Number days in Studio</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		Per Ep.	Total	Number of days on location	<input type="checkbox"/>	<input type="checkbox"/>	Number days in Studio	<input type="checkbox"/>	<input type="checkbox"/>
	Per Ep.	Total								
Number of days on location	<input type="checkbox"/>	<input type="checkbox"/>								
Number days in Studio	<input type="checkbox"/>	<input type="checkbox"/>								
No. of Shooting Blocks										
Telephony services	<p>Details:</p> <p>Service Provider: _____</p> <p>Employee responsible for the operation of the telephony services within the programme in accordance with the production agreement and BBC Guidelines: _____</p>									
Other technical requirements <i>Please provide details</i>	<table border="1"> <tr> <td>Satellite links</td> <td>No/yes</td> </tr> <tr> <td>Online</td> <td>No/yes</td> </tr> <tr> <td>Other</td> <td>No/yes</td> </tr> <tr> <td>Details</td> <td>_____</td> </tr> </table>	Satellite links	No/yes	Online	No/yes	Other	No/yes	Details	_____	
Satellite links	No/yes									
Online	No/yes									
Other	No/yes									
Details	_____									
Prize funds for Quiz or Game Show										
Archive	Type and Amount									
Special Effects	[Range and scale of effects]									
Stunts	[Range and scale]									
Other specific production elements (if any)										
Any additional insurance requirements										

iii) Post Production

Post production	<table border="1"> <tr> <td>First Day</td> <td>Last Day</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	First Day	Last Day	<input type="text"/>	<input type="text"/>
First Day	Last Day				
<input type="text"/>	<input type="text"/>				
Post Production Brief	All relevant creative information, to include name				

	of Laboratory / Facilities House / Sound recording studios/ as appropriate - Style of cut/edit - Vis fx/additional requirements/animation - Grading / On-line
Title Sequence	To include designer/style/length/ etc
Graphics & subtitling	Amount & type
CGI and visual special effects	
Recaps & Teasers	

	No. of days where applicable	Dates	Proposed BBC ALBA Editorial Representative viewing dates inc. sign off
Off-line			
On-line			
Grade			
Dub			

4. Key Approvals:

MG ALBA and the BBC require approval of the identity and/ or the agreements of the following:

	Name	Key Agreement (the terms of which must be approved by MG ALBA)
Format owner		
Key On-Screen Talent To be approved by BBC ALBA if not PACT/Equity standard, as amended		
Presenter(s)		
Writer(s) To be approved by BBC ALBA if not PACT/WGGB standard.		
Key Advisor(s)/ Consultant(s)		
Key Contributor(s)		
Director(s)		
Composer(s)		
Narrator (s)/ Voiceover(s)		

Source material			
Executive Producer(s) NB In the event any on-screen talent is acting as an Executive Producer or if an Executive Producer represents on-screen talent, the Producer must comply with the BBC's Executive Producer policy detailed on the Commissioning Website; http://www.bbc.co.uk/commissioning/tv/production/credit-guidelines.shtml			
Series Producer(s)			
Producer(s)			
Director(s) of Photography			
Access / Location(s)			If the BBC Guidelines for Negotiating Access Arrangements by Independent Producers cannot be met, the agreement must be approved by the BBC before signature.
Telephony Service Provider			
Only required in exceptional cases:	Publicist(s)		
	Associate/Line/Co-producer(s)		
	Production Supervisor(s)/Manager(s)		
	Production Accountant(s)		
	First Assistant Director(s)		
	Casting Director(s)		
	Production Designer(s)		
	Costume Designer(s)		
	Make Up Designer(s)		
	Editor(s)		
	Script Editor(s)		
	Child Contributor(s)		
Key post production			
Other			

Data Protection Please identify Personal Data that the Producer will collect specifically for the purpose of making the Programme.	[e.g. Personal Data relating to contestants or potential contestants]
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discussion(s), the Producer will raise these with the BBC Executive Producer any actions or measures agreed to be taken shall form part of this Agreement.	
(d) Child Licensing (where applicable to the Programme) Please confirm that the person who signs this Commissioning Specification is also the person within the company who is responsible for ensuring compliance with the Children (Performances) Regulations 1968 (as amended), and if not, please provide the name of the person who is taking such responsibility.	[N/A] OR [Confirmed] OR [Alternative name]

5. The Production Account

Bank	
Branch	
Name of Account	
Account Number	
Sort Code	

6. Delivery and technical Requirements

Rushes <i>(if applicable)</i>	Name of BBC ALBA Executive Producer to whom rushes are to be sent and frequency
Delivery date for other technical requirements	On-line / interactive elements
Delivery Format	DPP delivery package, delivered to the AS-11 UK DPP HD specification
Widescreen Requirements: Is there anything not widescreen?	[N/A]
Publicity Stills For a full briefing and picture delivery guidelines please contact the MG ALBA Communications Manager on promotion@mgalba.com	Publicity Stills: You are required to deliver: <ul style="list-style-type: none"> - minimum of 5 iconic images that best represent the whole programme or series and, - for each episode, 5 further stills of key scenes/characters/contributors and presenters Any extras may be of use for BBC ALBA online purposes so please do not discard

	<p>them.</p> <p>All stills provided must be shot to a professional standard in landscape and portrait formats and delivered in a digital format e.g. JPEGs at 35Mb 300 dpi.</p> <p>Screen grabs are not acceptable unless agreed with the Executive Producer and only in exceptional circumstances.</p> <p>The copyright of all the images, including any archive material and the logo/title card, must be cleared so that the BBC has the right to distribute the images as part of the non-commercial publicity and promotional material relating to the Programme or series in any media, including use on all the various BBC multiplatform public services.</p> <p>All of the images delivered must be accompanied by a caption document specifying for each image, details of what and who is in the image, the episode title (if appropriate), name of photographer and copyright holder.</p> <p>Online Deliverables (i-Player/BBC programme pages) Images - Minimum 1 Image per ep + 1 image for Series/Brand Image Size: Minimum size 1920 pixels by 1080 pixels at 72dpi. Image Orientation: Images must be landscape orientated. Portrait images do not fit the template. Image Copyright: Images must be cleared for online use in perpetuity.</p> <p>Please contact the MG ALBA Communications Manager before commencing filming to discuss the above requirements. Any reduction or changes to the above requirements can only be authorised by MG ALBA.</p>
<p>Promotional preview DVD</p>	<p>1 x DVD to the MG ALBA Communications Manager and 1 x DVD to the BBC Editorial Representative.</p>
<p>Clips of the Programme</p> <p>For details of clip length, contents and quality and delivery guidelines please visit http://www.mgalba.com/production/promo-delivery.html?lang=en</p>	<p>ONE clip per episode (30 secs to 5 mins duration)</p> <p>ONE clip for the whole series (30 secs to 5 mins duration)</p> <p>The clips are to be used principally for</p>

	<p>promotional purposes such as the purposes of online listings and audience navigation applications.</p> <p>Accordingly, the content should present the key moment or essence of the episode/series to capture the interest of a potential viewer, and should be fully cleared and approved by the BBC Editorial Representative.</p> <p>The clips should be delivered as directed by MG ALBA.</p> <p>Container format: .mp4 or .mov (QuickTime H.264)</p> <p>Video:</p> <ul style="list-style-type: none"> • Bit rate / Quality: 30Mbps CBR minimum / Constant • Codec: H.264 / QuickTime • Frame size: 1920x1080 • Frames per second: 25 <p>Audio:</p> <ul style="list-style-type: none"> • Codec: AAC • Channels: Stereo • Bit rate: 320 kbps • Sample rate: 48 KHz • Sample depth: 16 bit
<p>Production Credit Position: Same card as the Copyright Notice or such other position as may be advised by the BBC Size: The size of the Production Credit and the Producer's company logo (if any) shall be determined in accordance with the BBC's Credit and Branding Guidelines for BBC television programmes and for Radio Times (set out on the BBC Commissioning Website)</p>	<p>"Company name (logo)</p> <p>airson</p> <p>MG ALBA (logo)"</p> <p>(c) Producer / MG ALBA MMX__</p>
Credits	Refer to http://www.bbc.co.uk/commissioning/tv/production/credit-guidelines.shtml for BBC guidelines
Special Credit Requirements	N/A
Copyright Notice	© Producer / MG ALBA MMX__
Stages for Production Progress & Cost reports	<p>(i) On Completion of Pre-production</p> <p>(ii) On Completion of Principal Photography</p> <p>(iii) On Completion of Post-production</p> <p>(iv) On Delivery Date</p>

[7. Regional Production]

Regional Production Criteria	Ofcom Macro Region
<p>A. Substantive business and production base. (A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personal involved in seeking programme commissions)</p>	<i>Scotland</i>
<p>B. Location of production budget spend To qualify towards the criteria for a Regional Production at least 70% of the production budget (excluding the cost of on-screen</p>	<i>Scotland</i>

talent, archive material and copyright costs) must be spent in the UK outside the M25.	
<p>C Location of production talent spend</p> <p>To qualify towards the criteria for a Regional Production at least 50% of the production talent (i.e not on-screen talent) by cost must have their usual place of employment in the UK outside the M25. Freelancers without a usual place of employment outside the M25 will nonetheless count for this purpose if they live outside the M25</p>	<i>Scotland</i>

.....

Signed by
On behalf of the BBC

Print name:

Job title:

Date:

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GAIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER

SCHEDULE

Part 6

RIGHTS CLEARANCE ARRANGEMENTS

Without prejudice to the warranties granted under this Programme Purchase Agreement, as part of the Producer's obligation (detailed in paragraph 4 of the Confirmation Letter) to ensure that during the MG ALBA Licence Period no fees or payments of any kind are payable to third parties in connection with: (i) MG ALBA exercising its right to use the Programme for Educational Purposes; or (ii) the BBC exercising any of the rights granted to MG ALBA under this Programme Purchase Agreement (including without limitation the MG ALBA Rights and Programme Trade Marks) as MG ALBA's Sub-Licensee, and the Producer shall comply with this part 6 of the Schedule.

The Producer shall contract all Performers (as defined in the Programme Purchase Conditions), presenters, contributors or other persons involved in the production of the Programme or who has provided services or facilities in connection with it, on the basis of collective agreements applicable to the independent television production sector or otherwise in accordance with normal practice in the independent television production sector.

Unless otherwise agreed in writing by MG ALBA, the Producer shall contract contributions to the Programme on the following basis:

Artists / Writers / Musicians	The Producer shall contract the services of any artists, writers and/or musicians in connection with the Programme in accordance with the terms of the current agreement between the Producers Alliance for Cinema and Television (" PACT ") and the applicable union as at the date of this Programme Purchase Agreement and the minimum payments made shall be as agreed by the Producer and MG ALBA.
Presenters/ Interviewees/ Narrators/ Voiceovers	The Producer shall contract with any interviewees and/or presenter(s) and/or narrators and/or voice-overs of the Programme on terms whereby no further use, repeat fees or residuals shall be payable to him or her in respect of: (i) MG ALBA's use of the Programme for Educational Purposes; or (ii) any exercise by BBC as a Sub-Licensee of the rights granted to MG ALBA under this Programme Purchase Agreement; and the Producer shall incorporate the following wording into the contract that it enters into with any presenter of the Programme: "the Company shall be entitled at any time to cancel/terminate this engagement in accordance with Clause [] if [the Presenter] has committed any act or omission which in the Company's or the Broadcaster's reasonable opinion would bring the Programme, the Company and/or the Broadcaster into [serious] disrepute or prejudice the production or successful exploitation of the Programme."

Archive & Stills	<ol style="list-style-type: none"> 1. In relation to BBC library footage: subject to MG ALBA's prior written permission, the Producer shall be entitled under this Programme Purchase Agreement (subject to any restrictions in respect of specific footage notified by the BBC or MG ALBA to the Producer) to incorporate BBC library footage in which the BBC owns or licenses the copyright (the "BBC Footage") into the Programme solely for use by the BBC as a Sub-Licensee of MG ALBA under this Programme Purchase Agreement without making a payment for such use of the BBC Footage provided that the Producer shall ensure that all underlying rights in such BBC Footage are cleared including the clearance of artists, musicians, writers, third party footage and stills and shall where necessary obtain and pay for such clearances in respect of the use of the BBC Footage in the Programme. All other rights in the BBC Footage are expressly reserved to the BBC. 2. Unless otherwise agreed by the parties in writing, the Producer shall acquire such rights in any other archive and stills incorporated into the Programme to ensure that no further use, repeat fees or residuals shall be payable in respect of; (i) MG ALBA's use of the Programme for Educational Purposes; or (ii) any exercise by the BBC as a Sub-Licensee of the rights granted to MG ALBA under this Programme Purchase Agreement during the MG ALBA Licence Period (as defined in the Programme Purchase Conditions) provided that the Producer shall ensure that such material is clearable for a further two (2) years (and where reasonably possible, pre-purchased within the Price for such further two (2) years).
Third party format owners and Underlying Rights owners	<p>The Producer shall within the Price make such payments to any third party format owners and owners of any Underlying Rights (as defined in the Programme Purchase Conditions) as are necessary to ensure that no use fees, repeat fees or residuals shall be payable in respect of (i) MG ALBA's use of the Programme for Educational Purposes; or (ii) any exercise by the BBC as a Sub-Licensee of the rights granted to MG ALBA under this Programme Purchase Agreement for the MG ALBA Licence Period provided that the Producer shall ensure that such material is clearable for a further two (2) years (and where reasonably possible, pre-purchased within the Price for such further two (2) years).</p>
Music	<p>Commercial Recordings and Production Library Music: The BBC has acquired rights from the Mechanical Copyright Protection Society and the British Phonographic Industry to use many commercial recordings and production library music on the BBC, the Producer may therefore include such music in the Programme for use by the BBC at no cost. The Producer shall use the BBC's 'Music FastClear' system or clear with the BBC's Music Copyright department any commercial recordings or production library music it intends to use within the Programme. If the Producer is unable to obtain clearance within 'Music FastClear' or directly from the BBC's Music Copyright department, or intends to exploit the Programme beyond use by the BBC then the cost of obtaining such rights shall be met by the Producer.</p> <p>Commissioned material: the Producer shall within the Price 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 (i) MG ALBA's use of the Programme for Educational Purposes; or (ii) the rights granted to the BBC as a Sub-Licensee of the rights granted to MG ALBA hereunder save only as may be payable under the paragraph above.</p>

Production personnel	The Producer shall within the Price make such payments in engaging the services of the individual director and individual producer and all other production personnel engaged in connection with the Programme (including without limitation the executive producer and the film crew) and to the extent reasonably possible in respect of all other contributors of rights services and facilities except as otherwise set out in this Programme Purchase Agreement (regardless of whether or not any such individuals are a director and/or shareholder of the Producer or otherwise involved in the management of the Producer) as are necessary to ensure that no use fees, repeat fees or residuals shall be payable in respect of any exercise by the BBC of the rights granted to the BBC as a Sub-Licensee of the rights granted to MG ALBA under this Programme Purchase Agreement, subject only to the rights of Directors UK.
Locations	When entering into any location agreement in connection with the Programme the Producer shall ensure that no use fees, repeat fees or residuals shall be payable in respect of the location in relation to any exercise by the BBC of the rights granted to the BBC as a Sub-Licensee of the rights granted to MG ALBA under this Programme Purchase Agreement.

SIGNED BY
for and on behalf of
SEIRBHEIS NAM MEADHANAN GÀIDHLIG

We confirm and agree to the above and agree to be bound by it.

SIGNED BY
for and on behalf of
THE PRODUCER