

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 NAME & ADDRESS]**

Dated: **[DATE]**

Dear **[PRODUCER NAME]**

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]** (Company No **[INSERT NUMBER]**) having your registered office at **[INSERT REGISTERED OFFICE 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"; and
 - (ii) 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 this Programme Purchase Agreement 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**

[INSERT PRODUCER NAME] 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 (city/town)

on the (day & month)2024

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

[To be inserted] –OR [£] on a 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

[To be inserted] excluding VAT. ***[Note: the Price to be inserted is to be 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

[To be inserted]

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 MMXXI

Part 16: Studios

[To be inserted] OR [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 (PPA) (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 Media delivery []	5%
On completion of Paperwork delivery []	5%
Total	100%

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 3 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

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

OR

[Parties are using an already signed and mandated Production Trust Account as detailed in the Commissioning Specification.]

OR

[Not Applicable]

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**] of [**ADDRESS**] Company Registration Number [] (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.

DURING THE COVID-19 CRISIS, COMPLETION OF THIS SPECIFICATION MUST TAKE INTO ACCOUNT AND REFLECT:

- THE PAN-INDUSTRY TV PRODUCTION GUIDANCE FOR MANAGING THE RISK OF CORONAVIRUS (COVID-19) IN PRODUCTION MAKING, AND ANY RELATED PUBLISHED GUIDELINES; AND
- ANY DISCUSSIONS BETWEEN BBC ALBA AND THE PRODUCER IN CONNECTION WITH THE PRODUCER'S PRODUCTION PROTOCOLS AND RISK ASSESSMENT FOR THE PROGRAMME

1. Editorial Specification

Independent Production Company	[]
The Programme: Working Title	[]
Series Number	[]
Delivery Date (time being of the essence)	xx/xx/20xx NB see Section 6 below for full delivery details

<p>Genre Please select genre and sub genre if appropriate</p>	<table border="1"> <tr><td>GENRE</td><td></td></tr> <tr><td>Drama</td><td></td></tr> <tr><td>Ents</td><td></td></tr> <tr><td>Comedy</td><td></td></tr> <tr><td>Factual</td><td></td></tr> <tr><td>Daytime</td><td></td></tr> <tr><td>Children's</td><td></td></tr> <tr><td>News</td><td></td></tr> <tr><td>Sport</td><td></td></tr> </table> <table border="1"> <tr><td>Ents</td><td></td></tr> <tr><td>Factual</td><td></td></tr> </table> <table border="1"> <tr><td>Drama</td><td></td></tr> <tr><td>Factual-Ents</td><td></td></tr> <tr><td>Pre-school</td><td></td></tr> </table>	GENRE		Drama		Ents		Comedy		Factual		Daytime		Children's		News		Sport		Ents		Factual		Drama		Factual-Ents		Pre-school	
GENRE																													
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Sport																													
Ents																													
Factual																													
Drama																													
Factual-Ents																													
Pre-school																													
<p>Co production partners (if known) and any editorial requirements</p>																													
<p>Number of Episodes x Duration (including opening and closing credits) In accordance with the applicable BBC Guidelines: https://www.bbc.co.uk/delivery/technical-requirements https://www.bbc.co.uk/delivery/credits-branding-trademarks</p>	<p>[Eps x dur]</p>																												
<p>Pre/post watershed (delete as appropriate)</p>	<p>[Pre watershed / Post watershed]</p>																												
<p>Format/ Style <i>Drama – series/ serial/ single/ 2 parter/ Event</i> <i>Ents – studio show/ single camera loc/ multi camera loc</i> <i>Factual - Ob doc, drama doc, factual ents, authored film etc</i></p>	<p>[Format/Style]</p>																												
<p>Topicality Please specify any relevant tie-ins: eg exhibitions, book launches, DVD releases, anniversary etc</p>	<table border="1"> <tr><td>Topical</td><td></td></tr> <tr><td>Non Topical</td><td></td></tr> <tr><td>Tie ins details</td><td></td></tr> </table>	Topical		Non Topical		Tie ins details																							
Topical																													
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<p>Editorial Brief / Synopsis (include target age group if applicable)</p>	<p>[synopsis]</p>																												

<p>Target Audience Please select the target audience and detail language contribution and provenance of contributors.</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>Digital Media Strategy Please detail how you intend to utilise Digital Media to complement the programme.</p>							
<p>Press & Promotional Plan Please detail what plans you have concerning press / promotion / publicity aspects in relation to the programme, following discussions between the Producer and the BBC ALBA Editorial Representative.</p>							
<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, following discussions¹ between the Producer and the BBC ALBA Editorial Representative:</p>	[None] or [Brief details]						
<p>For Programmes in the following genres: News; Current Affairs; or Factual Journalism: Please confirm that the individual who is signing this Commissioning Specification has attended the BBC's Impartiality standards briefing for independent producers. <i>NB the contract can't be signed until this is confirmed where applicable.</i></p>	Confirmed: [Y] [N] or [N/A]						
<p>Does on-screen talent (or their agent) have an ownership or management relationship with the Producer?</p>	[Yes / No]						
<p>BBC Managed Risk Programme List</p>	[Not Applicable] or						

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

	[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 <u>BBC policy on location and production incentives for independent productions</u>	[Yes / No / 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).	[Yes / No]
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 (to be completed by the BBC) BBC Health and Safety approval and risk level:	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?	[Producer to complete]
Please confirm if this production involves any <u>High Risk Activities</u>	[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 <u>High Risk</u> ? If high risk and/or an HE, please email the BBC High Risk Team safetyhighrisk@bbc.co.uk	[Yes / N/A] (If Yes insert name of member of BBC High Risk Team)
Name of person responsible for Health and Safety on this production/series	[Producer to complete]
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.	[Producer to complete]
Sustainability Considering our environmental impact and transitioning to sustainable ways of working is very important to BBC ALBA. From January 2022 all commissions and recommissions are required to complete albert Certification. Completing an albert Carbon Footprint and delivering a Carbon Action Plan are both essential parts of albert Certification. Producers must begin their albert Carbon Action Plan in pre-production or they are unlikely to be able to attain	<input type="checkbox"/> Applying for albert Certification and will begin albert Carbon Action Plan in pre-production If the production does not intend to apply, please state under which of the criteria it is exempt:-

<p>certification, resulting in a failure to comply with mandatory certification.</p> <p>Programmes with the following ARE exempt from completing certification or a footprint:</p> <ul style="list-style-type: none"> • Where the total programme price for the entire project (all episodes) is less than £50,000 • Where the programme price is over £50,000 but the total, aggregated duration of the programmes or entire series is under 15 minutes • Where MG ALBA is a minority funder (providing less than 50% of the budget) <p>Programmes and series with a total programme price over £50,000 and total duration over 15 min ARE NOT exempt</p> <p>If you have not completed albert Certification before and/or need assistance, please check https://www.bbc.co.uk/delivery/sustainable-productions or https://wearealbert.org/albert-toolkit-resources/ for step-by-step guides or join a live walk-through session here: https://wearealbert.org/events/training/</p> <p>See the BBC’s Net Zero plan here https://www.bbc.co.uk/sustainability And our overall commitment to sustainability here https://www.bbc.com/aboutthebbc/reports/policies/sustainability</p>	
<p>Sustainability Brief BBC ALBA is committed to informing and inspiring audiences about how they can transition, as individuals, to sustainable living.</p> <p>This could be through direct references or much lighter touch interventions, like prop choices.</p> <p>For inspiration across all genres, speak to your BBC ALBA Editorial Representative, explore the sustainability section of the BBC’s commissioning site or check the BAFTA albert resource – https://www.bbc.co.uk/commissioning/sustainability/ https://wearealbert.org/planet-placement/</p> <p>Agreed actions should be subject to progress reports.</p>	<p>Has a formal conversation about how sustainability/the environment will be considered or reflected in the editorial of this project taken place between the Executive Producer(s) and the BBC ALBA Editorial Representative? [YES/NO]</p> <p>Please insert date and names of attendees involved in this conversation:</p> <p>Date: Attendees:</p> <p>Please outline the outcome of the conversation and any actions agreed:</p>
<p>UK Television Tax Relief / Skills Funds</p> <p>Supporting skills investment is very important to BBC ALBA, which is why any Producer applying for the UK Television Tax Relief should make provision in their</p>	<p><input type="checkbox"/> This Programme will make provision in the Budget to pay the appropriate contribution to the High-end TV Skills Fund, the Children’s TV Skills Fund or the Animation Skills Fund (as applicable)</p>

<p>programme budget for the relevant Skills Fund - High-end, Children's or Animation as applicable</p> <p>Further information is available at https://www.screenskills.com/industry/high-end-tv/ https://www.screenskills.com/industry/childrens-tv-skills-fund/ https://www.screenskills.com/industry/animation-skills-fund/</p> <p>More information here: https://www.bbc.co.uk/delivery/finance-invoicing/#thescreenskillsunscriptedtvskillsfund</p> <p>Please note these are NOT the same as the Unscripted TV ScreenSkills Fund</p>	<p>once it has received the tax credit from the HMRC</p> <p>If no, please provide the reason why: [eg: Programme budget is below the level required to qualify for UK High End TV Tax Credit]</p>
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2. Creative Brief

	Brief
<p>Writer Brief</p> <ul style="list-style-type: none"> - Single writer/ co-writers / team writing - Approved Scripts - date of accepted draft 	<p>[Detail]</p>
<p>Directorial Brief</p> <ul style="list-style-type: none"> - All relevant creative information - Style of direction, etc 	<p>[Detail]</p>
<p>Design Brief</p> <ul style="list-style-type: none"> - Set/fx/ props – standard high 	<p>[Detail]</p>
<p>General Casting Brief</p> <ul style="list-style-type: none"> - Casting aspirations (Stars high/low, new talent), - Number of Core Cast - Number of guest parts per episode - - No. of Extras - Accents - Child Talent, please specify -On-air representation: What overt representation is there in the cast example e.g. female protagonist, disabled presenters -Incidental portrayal: What incidental representation is there in the cast: where a person's characteristics are neither 'central' or 'relevant' to the role e.g. a disabled actor in role that is not about their disability -Authentic portrayal: what will give the story credibility and authenticity with the 	

<p>audience? e.g. programme setting, cast, accents, writer/director, etc</p> <p>–What measures have been taken to remove barriers to casting, e.g. location, casting call outs, accessibility</p>	
<p>Diversity & Inclusion</p> <p>Diverse representation on and off screen is extremely important to BBC ALBA. By ‘diversity’ we mean reflecting modern Britain in all its cultural richness as well as ensuring representation of disabled people and ethnic minorities</p> <p>We will only work with content makers who have a diversity and inclusion policy in place. This is a contractual requirement.</p> <p>Please note the BBC definitions for Black, Asian and minority ethnic, Disability and SED below as outlined in our Commissioning Guidelines: https://www.bbc.co.uk/delivery/portrayal#underrepresentedgroupsthedefinitions</p> <p>and Diversity & Inclusion Strategy can be found here: https://www.bbc.co.uk/diversity/strategy-and-reports/diversity-and-inclusion-2016</p>	<p>Please add a link to or attach a copy of your company’s Diversity & Inclusion Policy.</p> <p>If you do not currently have a policy, a template is available from the Creative Diversity Network (CDN), here: https://creativitydiversitynetwork.com/resource/template-equality-and-diversity-policy/. You will need to have one in place before the contract is signed.</p> <p>(FOR DIAMOND REPORTED CHANNELS/GENRES)</p> <p>Confirm that the email addresses of all cast and crew will be added to Silvermouse so that they can be invited to take part in Diamond</p> <p>YES</p>
<p>A conversation about Diversity on this programme/series should take place between the Executive Producer(s) and the BBC ALBA Editorial Representative (and as required, supported by the BBC Diversity & Disability experts) to help address under-representation and/or the BBC’s aims to improve Diversity and Inclusion as detailed in the BBC Diversity Code of Practice</p> <p>Specific measures should be agreed and reported in progress reports.</p> <p>For off-screen representation – we measure success through Diamond. Where data is available at a programme level, this may be discussed in this conversation to discuss progress.</p> <p>ONSCREEN TALENT (INC CONTRIBUTORS): We expect all our programmes to accurately and authentically represent and portray race, ethnicity, gender, sexual orientation,</p>	<p>Has a conversation about measures to increase on and off screen diversity taken place? [YES/NO]</p> <p>Please insert date and names of attendees involved in this conversation:</p> <p>Date: Attendees: [MUST INCLUDE COM ED & PRODUCER EP AS MINIMUM]</p> <p>In line with the requirements of the BBC Diversity Code of Practice were there any barriers identified to meeting the 5 principles as part of that discussion? YES/NO</p> <p>Please specify measures agreed to increase diverse representation in all relevant categories.</p> <p>a) Onscreen: Has a diverse talent list been documented, shared and discussed with the commissioner? YES/NO</p> <p>b) Off-screen: Have measures to increase off air diversity</p>

<p>geographical location, social class, religion, religious beliefs and disability</p> <p>OFFSCREEN: We expect all our suppliers to reflect the make-up of our audiences in their production teams. So we ask all productions to commit to at least 20% of their workforce to be diverse across the following under-represented groups:</p> <ul style="list-style-type: none"> • Black, Asian and minority ethnic • Disability • Socio-Economic Diversity <p>Productions can flex how the overall OFFSCREEN percentage is achieved across the categories depending on the subject matter, location and talent requirements of the programme.</p> <p>Off-Screen: Companies are expected to have representation in a minimum of 2 of the three categories.</p> <p>Conversations shall continue throughout the production process to allow for any unforeseen barriers and/or issues to be discussed and for measures to be amended accordingly.</p>	<p>including senior production roles (e.g. : Executive Producer, Series Producer/Editor, Producer/Director, Production Executive, Head of Production, Writer, Director, Producer, Script Editor, Story Producer, Line Producer, Head of Development, Production Manager) been discussed with the commissioner? [YES/NO]</p> <p>c) Off-Screen: Has the approach been agreed to achieve 20% of the production team from under represented categories? [YES/NO] If NO,</p> <p>d) Off-screen returning brands: Will positions be offered to 'new and or established' diverse talent who have not worked on the production before? [YES/NO]</p> <p>e) Off-screen: If any proposal is agreed with the BBC ALBA Editorial Representative which sits outside of the 20% minimum OR if Off-screen representation is not across 2 of the 3 categories – please detail it here:</p> <p>➤</p> <p>f) Will this production host development opportunities for junior talent e.g. paid internship, paid training and development placement? [YES/NO]</p>
<p>Music Brief All creative information including recordings or source music. <i>(Must be clearable for use on BBC Online)</i></p>	<p>[Detail]</p>
<p>Period / contemporary</p>	<p>[Period / Contemporary]</p>
<p>Adaptation / original</p>	<p>[Adaptation / Original]</p>

3. Production Brief:

i) Pre-Production

<p>Pre-production</p>	<p>1st Day – [Date] Last Day – [Date]</p>
<p>Length and nature of total pre-production</p>	<p>[] weeks</p>

ii) Production

Filming type	Single-camera	Studio		Location		
	Multi camera					
	Two camera shoots					
	Pre-recorded					
	Live					
	As-live					
	Other- please specify					
Secret Filming	[Yes / No]					
Hidden Camera	[Yes / No]					
Use of CCTV	[Yes / No]					
Inserts – pre-existing programmes or specially shot VT	[Yes / No] If Yes - [London / Non-London] Minutes per show [] / percentage []					
Videotape/film Please indicate your shooting format. For delivery format please refer to “Section 6 Delivery and technical requirements”.	DV		Digi		HD	
	HDR		Super		UHD	
			16mm			
Other - please specify:						
Camera Make & Model:						
Geographical location of filming	UK Filming		No of Days		No of Days	
	London based (within M25)					
	Non-London based					
	Fixed location		Yes / No			
	Location Name(s) (if known)					
	Foreign Filming					
	Country Name(s) – [Details]					
	No of Days in each country – [Details]					
	Hostile Environment – [Yes / No]					
	- Mandatory Health & Safety Approval – [Yes / No]					
	Visa required – [Yes / No]					
	Principal Photography	1 st Day – [Date] Last Day – [Date]				
Studio to Location Ratio	Number of days on location	Per Episode		Total		
	Number days in Studio					
Number of Shooting Blocks	[] Shooting Blocks					
Telephony services (if applicable)	[Yes / No] If Yes provide details of services below:					
	Service Details:					
	Service Provider:					
	Employee responsible for the operation of the telephony services within the programme in accordance with the production					

	agreement and BBC Guidelines:	
Other technical requirements <i>Please provide details</i>	Satellite links [Yes / No] Online [Yes / No] Other [Yes / No] Details [Producer to complete if applicable]	
Prize funds for Quiz or Game Show (if applicable)	[Amount and details]	
Archive (if applicable)	[Type and amount]	
Special Effects (if applicable)	[Range and scale of effects]	
Stunts (if applicable)	[Range and scale]	
Respect at Work BBC ALBA is committed to providing a working environment where people are treated with respect and extends that requirement to our Producers. We expect all producers to have a Respect at Work policy and to ensure that that all cast and crew undertake bullying and harassment training. BBC ALBA and the Producer are also committed to behaving in a respectful, professional and appropriate manner towards each other during the production and delivery of the Programme. Guidance on BBC best practice , reporting lines, policy templates and links to resources for production companies can be found on the BBC's Production and delivery website: https://www.bbc.co.uk/delivery/policies-guidelines#respectatworkguidance This link should be included on all call sheets and production information so that BBC ALBA's expectations and reporting procedures are visible for teams.	To be completed by the producer Please confirm that you have a Respect at Work policy, including procedures to address complaints, that you commit to communicating to all cast and crew on this production in advance of filming (or relevant production stage) and ensure they complete bullying and harassment training: [YES/NO] Please name the individual(s) on the production responsible for safeguarding cast and crew: [] Has a formal conversation about how Respect at Work will be ensured on this production taken place between the Executive Producer(s) and the BBC ALBA Editorial Representative?: [YES/NO] Please indicate whether the production has scenes that involve intimacy: [YES/NO] If yes, please confirm an intimacy coach will be hired: [YES/NO]	
Other specific production elements (if any)		
Any additional insurance required	[Detail if applicable]	

iii) Post Production

Post Production	1 st Day – [Date] Last Day – [Date]
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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	[Detail]
Sound Post Production The BBC's aim is to create the best possible sound quality for its audiences.	All commissions must comply with Best Practice sound guidance which can be found here: https://www.bbc.co.uk/delivery/technical-requirements#soundbestpractice In addition, Producers delivering drama and natural history landmark titles should contact bbcsoundcompliance@bbc.co.uk to discuss requirements prior to commencement of post-production For sound compliance queries on other titles, producers should contact their BBC ALBA Editorial Representative in the first instance.
Title Sequence To include designer/style/length/etc	[Detail]
Graphics & subtitling	[Amount & type]
CGI and visual special effects	[Detail]
Recaps & Teasers	Recaps – [Yes / No] Teasers – [Yes / No]

	Number of days where applicable	Dates	Proposed BBC ALBA Editorial Representative viewing dates including sign off
Off-line			
On-line			
Grade			
Dub			

4. Key Approvals:

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

	Name	Key Agreement (the terms of which must be approved by BBC 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; https://downloads.bbc.co.uk/commissioning/site/Talent_as_Executive_Producer_policy.pdf			
Series Producer(s)			
Producer(s)			
Director(s) of Photography			
Access / Location(s)			If the BBC Guidelines for <u>Negotiating Access Arrangements by Independent Producers</u> cannot be met, the agreement must be approved by the BBC ALBA Editorial Representative 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			

<p>Data Protection</p> <p>The pan-industry data protection guidelines can be found here:</p> <ul style="list-style-type: none"> • https://downloads.bbc.co.uk/commissioning/site/producer-data-protection-guidelines-2018.pdf • https://downloads.bbc.co.uk/commissioning/site/crowd-data-protection-guidelines-2018.pdf <p><u>Where the Producer is Data Controller (Note to producers: This will be the position for most programmes.)</u></p> <p>The Producer is the Data Controller of the Personal Data</p>	
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<p>processed for the purpose of commissioning and production of the Programme (“Programme Personal Data”) unless an alternative arrangement is set out below.</p> <p>Please confirm that the Producer has Privacy Policies required by Data Protection Legislation to process Programme Personal Data</p> <p>Please confirm that a lawful basis has been identified and the Programme Personal data will be processed in accordance with these lawful bases as defined in Data Protection Legislation. (Please note that under the Producers’ Data Protection and Security Guidelines consent will <u>not</u> often be the most appropriate lawful basis for processing in relation to a Programme and contract or legitimate interest are likely to be more appropriate grounds).</p> <p>In relation to the Programme Personal Data please identify who in the Producer has overall responsibility for data security and confirm that they are familiar with the Producers’ Data Protection Senior Security Guidelines - https://downloads.bbc.co.uk/commissioning/site/producer-data-protection-guidelines-2018.pdf.</p> <p>In relation to the Programme Personal Data please identify who in the Production team is responsible for data security on the production and ensuring that the production team are familiar with the Pan-Industry Crew Data Protection Guidelines - https://downloads.bbc.co.uk/commissioning/site/crew-data-protection-guidelines-2018.pdf</p>	<p>[Yes / No]</p> <p>[Yes / No]</p> <table border="1" data-bbox="927 558 1453 632"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Role:</td> <td></td> </tr> </table> <table border="1" data-bbox="927 798 1453 871"> <tr> <td>Name:</td> <td></td> </tr> <tr> <td>Role:</td> <td></td> </tr> </table>	Name:		Role:		Name:		Role:	
Name:									
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Name:									
Role:									
<p><u>Where the Producer and BBC are joint controllers:</u></p> <p>Have the Producer and BBC agreed to act as joint controllers of any Programme Personal Data?</p> <p>Please confirm that the Producer has Privacy Policies required by Data Protection Legislation to process Programme Personal Data</p> <p>Please confirm that the BBC has Privacy Policies required by Data Protection Legislation to process Programme Personal Data</p> <p>Please complete the following:</p> <p>Categories of data subjects; (List each of the types of individuals, eg employees, contributors, audiences, etc, whose personal data will be processed).</p> <p>Type of Personal Data: (List each type of data that will be shared/processed, including</p>	<p>[Yes / No]</p> <p>[Yes / No]</p> <p>[Yes / No]</p> <p>[Details]</p> <p>[Details]</p>								

<p>identifiers, such as name, address, email, job title, mobile device identifiers, IP addresses, other dynamic or static identifiers, etc) (List any special category personal data that will be shared/processed, including racial or ethnic origin , physical or mental health information (including any special category data)</p> <p>Purposes of the processing: (List each purpose for which the personal data will be processed).</p> <p>Processing by the BBC: (List each processing function that will be carried out by the BBC, if possible).</p> <p>Processing by the Producer: (List each processing function that will be carried out by the Producer, if possible).</p>	<p>[Details]</p> <p>[Details]</p> <p>[BBC to complete]</p> <p>[Producer to complete]</p>
<p>Working With Children</p> <p>Will any children or young people be present or otherwise involved during production?</p> <p>If answer is either [Yes] or [Potentially]; please ensure you are aware of the <u>BBC's guidance</u> and complete the following sections (a) – (d).</p> <p>More info here: https://www.bbc.co.uk/delivery/working-with-children/#training</p>	<p>[No²]</p> <p>[Yes – supply details:]</p> <p>[Potentially – supply details:]</p>
<p>(a) Please confirm the name of the company officer responsible for the welfare of any children present or otherwise involved with this Programme.</p>	<p>[Name / N/A]</p>
<p>(b) Please confirm that all Production Personnel who will come into contact with the children/young people are or will be familiar with the <u>BBC's Child Protection Policy</u> and with the <i>BBC Editorial Guidelines Section 9: Children and Young People as Contributors</i>.</p>	<p>[Confirmed / N/A]</p> <p>For any queries regarding the BBC's Child Protection Policy please contact your BBC ALBA Editorial Representative.</p>
<p>(c) If either:</p> <ul style="list-style-type: none"> - during the editorial compliance discussions outlined above it is agreed to hold a separate compliance meeting; and/or - during the course of production, activities affecting compliance occur and were unknown at the time of the earlier compliance discussion(s), the Producer will raise these with the BBC ALBA Editorial Representative any actions or measures agreed to be taken shall form part of this Agreement. 	<p>[Agreed to hold separate compliance meeting/discussion as follows: In attendance: Date:[]</p>
<p>(d) Child Licensing (where applicable to the Programme) Please confirm that the person who signs this Commissioning</p>	<p>[Confirmed / N/A]</p>

² If the position changes during production, the steps outlined if the response had been 'Yes' or 'Potentially' must be followed in discussion with the BBC ALBA Editorial Representative.

<p>Specification is also the person within the company who is responsible for ensuring compliance with the Children and Young Persons Act 1963 and the relevant Children (Performances) Regulations where relevant.</p> <ul style="list-style-type: none"> • The Children (performance and Activities)(England) Regulations 2014 • The Children (Performance and Activities) (Scotland) Regulations 2014 • The Children (Performance and Activities) (Wales) Regulations 2014 ('the Welsh Regs'), • Children (Public Performances) Regulations (Northern Ireland) 1996 ('the NI Regs'), and if not, or not applicable please provide the name of the person who is taking such responsibility. 	<p>OR [Confirmed] OR [Alternative name]</p>
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5. The Production Account

Bank	
Branch	
Name of Account	
Account Number	
Sort Code	

6. Delivery and Technical Requirements

BBC Production and delivery website	https://www.bbc.co.uk/delivery
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]
Rushes (if applicable)	Name of BBC ALBA executive rushes are to be sent to and frequency
Programme Stills	<p>Please contact the MG ALBA Communications Manager before commencing filming to discuss the below requirements.</p> <p>Publicity Stills:</p> <p>Unless otherwise agreed with the MG ALBA Communications Manager, you are required to deliver:</p> <p>Iconic/Key Art Photography</p> <ul style="list-style-type: none"> - minimum of 5 iconic images that best represent the whole programme or series, delivered in landscape and portrait formats, and, - for each episode, 5 further stills of key scenes/characters/contributors and presenter - In order to select preferred stills, MG ALBA shall have access to all of the original digital files.

	<p>Unit Photography</p> <ul style="list-style-type: none"> - A selection of behind-the-scenes shots (5 or so ideally depending on series) • In order to select preferred stills, MG ALBA shall have access to all of the original digital files. <p>For drama, comedy, live event and landmark commissions, further and specific photography will be required and must be confirmed before filming, as early as possible, with the MG ALBA Communications Manager.</p> <p>Any extras may be of use for BBC ALBA online purposes so please do not discard 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 BBC ALBA Editorial Representative 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>Artwork</p> <ul style="list-style-type: none"> - Title treatment/programme logo as a transparent layered file. - The Primary Font - based on logo or subheading (NB Font must be cleared for all marketing and publicity use without additional payment). <p><u>Please also follow this link to view additional general picture requirements, style-guides and tools.</u></p>
<p>Promotional preview copy</p>	<p>Promotional preview copies should be delivered via File-based Delivery as directed by the BBC ALBA Editorial Representative.</p>
<p>Programme Promos</p> <p>For details and quality & delivery guidelines please visit https://mgalba.com/cothroman/cuairtean-coimiseanaidh/</p>	<p>Producers should deliver ONE promo PER single one-off programme.</p> <p>Longer series could require up to 3 promos, but this will be agreed with the MG ALBA Presentation Team ahead of delivery.</p> <p>All promo materials should be delivered 6 weeks before transmission of the programme, or sooner if possible.</p> <p>A delivery date will be issued by the MG ALBA Presentation Team.</p>

<p>Production Credit <u>Position:</u> Same card as the Copyright Notice or such other position as may be advised by the BBC. <u>Size:</u> 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 (set out on the BBC Commissioning Website).</p>	<p style="text-align: center;">"Company name (logo) airson MG ALBA (logo)" [(c) Producer / MG ALBA MMX__] OR [(c) MG ALBA MMX__]</p>
<p>Credits</p>	<p>Refer to https://www.bbc.co.uk/delivery/credits-branding-trademarks for BBC guidelines</p>
<p>Special Credit Requirements</p>	<p>[BBC ALBA Editorial Representative to be credited as 'Executive Producer for BBC ALBA']</p>
<p>Copyright Notice</p>	<p>© Producer / MG ALBA [Year in Roman Numerals] OR © MG ALBA [Year in Roman Numerals]</p>
<p>Stages for Production Progress & Cost Reporting</p>	<p>(i) On Completion of Pre-production (ii) On Completion of Principal Photography (iii) On Completion of Post-production (iv) On Delivery Date</p>

7. OFCOM Qualification Status

If this programme will be qualifying Outside of London, please give brief details under each applicable category (A-C below) about how the criteria will be met, including roles and usual place of employment of relevant personnel and, where known, anticipated key cost drivers and spend under B and/or C. The Joint Broadcaster Guidance For Application of Regional Production Definitions is available [here](#)

Out of London Production Criteria	Ofcom Macro Region
<p>A. Substantive business and production base. The production company must have a substantive business and production base in the UK outside the M25. The production in question must be managed from that substantive base. The base will be taken to be substantive if it is the usual place of employment of: i) executives managing the regional business; and ii) senior personnel involved in the production in question; and iii) senior personnel involved in seeking programme commissions</p>	<p>[Within M25/South of England/Midlands and East Anglia/North of England/ Northern Ireland/Wales/Scotland]</p>
<p>How will criteria for (A) above be met (if applicable)</p>	<p>[Detail]</p>
<p>B. Location of production budget spend At least 70% of the production spend must be spent in the UK outside the M25. For the purposes of this calculation, production spend should be based on the entire production</p>	<p>[Within M25/South of England/Midlands and East Anglia/North of England/Northern Ireland/Wales/Scotland, Multi-English region, Multi-Nation, Multi-Nation/English region]</p>

<p>expenditure, including any funding from third parties and spend outside the UK, but should exclude the cost of on-screen talent, archive material, sports rights, competition prize-money, copyright costs and any production fee.</p>	
<p>How will criteria for (B) above be met (if applicable) & forecasted % of production spend</p> <p>Include detail on primary out of London qualification drivers such as post production, studio, facility vehicles, camera equipment, lighting equipment, catering etc</p>	<p>[Detail]</p>
<p>C. Location of production talent spend 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.</p>	<p>[Within M25/South of England/Midlands and East Anglia/North of England/Northern Ireland/Wales/Scotland, Multi-English region, Multi-Nation, Multi-Nation/English region]</p>
<p>How will criteria for (C) above be met (if applicable) & forecasted % of talent spend</p>	<p>[Detail]</p>
<p>Has a formal conversation taken place between the Executive Producer and the BBC ALBA Editorial Representative about the production and talent considerations of regional qualification?</p> <p>Name of person responsible for monitoring regional spend on this production/series:</p>	<p>[Yes / No]</p> <p>[Name]</p>
<p>The BBC has specific quotas we are obliged to meet by individual Nation and English Regions as well as an overall out of London quota.</p> <p>It is therefore important for us to know which specific quota your production is aiming to meet, and to be updated if that changes, as soon as possible during production.</p> <p>To help determine which location the production will qualify for you can put your forecast production information into the Regional Production Forecast checker (excel).</p> <p>Additional information about regional production reporting can be found on our website.</p>	<p>Which overall location target will your production qualify towards?</p> <p><input type="checkbox"/> Scotland</p> <p><input type="checkbox"/> Wales</p> <p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> English Regions <i>[this can apply to both single or multi- region spend within England outside the M25]</i></p> <ul style="list-style-type: none"> • <input type="checkbox"/> South of England • <input type="checkbox"/> Midlands and East Anglia • <input type="checkbox"/> North of England

	<ul style="list-style-type: none"> • <input type="checkbox"/> Multi-English Region [2 or more of the above – please specify] <input type="checkbox"/> Multi-Nation* [e.g. NI/Scotland] <input type="checkbox"/> Multi Nation/English Region* [e.g. Wales/Bristol] <p><i>*These can only contribute to overall OOL target – not specific Nation or region.</i></p> <p>If the qualification status or location changes during production it is important to alert your Business Affairs contact either directly or through your next progress report.</p>
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Signed by

On behalf of the BBC
 Print name: Margaret Mary Murray
 Job title: HEAD OF SERVICE, BBC ALBA

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>

<p>Production personnel</p>	<p>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.</p> <p>The Producer shall ensure that all production personnel directly engaged by the Producer, or a company within the same group, working on the production and/or delivery of the Programme to MG ALBA are paid the appropriate Real Living Wage according to the location of their work within the UK as applicable. The rate of the Real Living Wage that MG ALBA is taking as a benchmark is that set out by the Living Wage Foundation: http://www.livingwage.org.uk</p>
<p>Locations</p>	<p>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.</p>

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 7

DELIVERY MATERIAL

To MG ALBA or any third party stipulated in writing to the Producer by MG ALBA.

Publicity Material:	<p>(a) Billings for each episode in the Programme delivered bilingually and fully proofed;</p> <p>(b) A selection of digital images for the Programme, provided in accordance with the Commissioning Specification;</p> <p>(c) Programme trails and clips provided in accordance with the Commissioning Specification;</p> <p>(d) Promotional preview copy of each episode in the Programme delivered via file-based delivery - as directed by the BBC ALBA Editorial Representative;</p> <p>(e) Photography – by arrangement with the Producer.</p>
Media: All programmes are to be delivered by file	<p>(f) A DPP file folder containing 1 x subtitled HD DPP (AS11 OP1A) completed programme file, AQC, Eyeball QC, PSE reports and an xml sidecar;</p> <p>(g) Programme subtitle file in PAC format to accompany the programme HD DPP file;</p> <p>MG ALBA shall be entitled to make copies of the Programme Media available for preservation purposes to Moving Image Archive, National Library of Scotland, Kelvin Hall, 1445 Argyle Street, Glasgow, G3 8AW (or any other address stipulated in writing to the Producer by MG ALBA).</p>
Paperwork: Final paperwork for each episode in the Programme	<p>(h) TV Compliance form;</p> <p>(i) Programme As Completed form fully completed with contributors and copyright information;</p> <p>(j) Music Cue Form (music reporting form);</p> <p>(k) Schedule of Residuals on approved template, currently located at the following web link: https://downloads.bbc.co.uk/commissioning/site/Schedule_of_Residuals.xlsx</p> <p>(l) the Ofcom form;</p> <p>(m) the BBC Vision On-screen Portrayal form;</p> <p>(n) Certified copies of Production Agreements and any agreement with any third party not pre-paid as a part of the Cost of Production of the Programme.</p>

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