

The Commissioning Process Framework:

3. The Audio terms of trade for audio producers

3.1 The business framework set out below represents the terms of trade that will apply to the commissioning of Audio content from BBC Studios and independent producers from 1 April 2024. These terms will be implemented through the BBC's standard form of commissioning agreement, which is published on the [commissioning website](#), and reviewed from time to time but not less than once every three years. If AudioUK believes that the BBC's standard form of agreement contains any terms which are inconsistent with the provisions of these terms of trade, AudioUK shall be entitled to raise such complaint with the BBC's nominated Commercial, Rights & Business Affairs representative, who shall discuss and agree with AudioUK any amendment to the BBC's standard agreement template that may be necessary to ensure consistency. Prior to making any substantive changes to the standard form agreement to be used for commissioning individual independent producers, the BBC will consult with AudioUK and will give good faith consideration to any comments raised by AudioUK to any proposed changes. For the avoidance of doubt, any change to the standard form of agreement which amounts to a change to the terms of trade set out below will only be made with the agreement of AudioUK.

3.2 The provisions outlined in paragraph 3.3 below describe the standard position the BBC will adopt in its commissioning agreements and the agreed price for a commission is based on buying the standard set of rights

3.3.5 The BBC will pay the agreed price **70% on signature and 30% on full delivery**, or as otherwise mutually agreed between the independent producer and the BBC as part of the commercial negotiations for the project.

#### 3.4 BBC licence period

The standard licence term granted to the BBC is **five years** from acceptance of full delivery of the programme, subject to any standard post-licence provisions set out in the standard form of agreement referred to above.

#### 3.5 BBC uses and right to extend licence period

3.5.1 The Public Service Rights covered by the initial licence fee include:

- One Tier A Package; and
- Two Tier B Packages; and
- 5 years on demand on BBC Sounds (12 months for music commissioning).

3.5.2 If, within its licence period (which includes any extensions to the initial licence), the BBC wishes to acquire any of the following additional uses:

- One Tier B Package;
- unlimited transmissions on World Service Radio
- unlimited transmissions on Nations Radio

it may do so at any time for an additional payment to the independent producer of **5%** of the initial licence fee per use category above (plus any clearance costs, if applicable).

3.5.3 If the BBC wishes to extend its initial licence period it has the right to do so in return for the following payments:

- For non-returning programmes a payment of **10%** of the initial licence fee for an extension of five years (plus any clearance costs, if applicable), which covers the same uses as the initial licence fee.
- For returning programmes, the BBC has either:
  - (a) the right to renew once on the same basis as non-returning programmes, then an annual right to extend for 3% per year whilst the programme remains a returning programme, enabling all series to be co-terminus (with each further year extension covering 1 x Tier A and 1 year Sounds); or
  - (b) the right to renew on an annual basis (i.e. from year 6) for 3% per year on same basis as the annual basis outlined above.

Any extensions beyond those set out in this clause 3.5.3 shall be subject to mutual agreement.

### 3.6 Recommissioning right and options

3.6.1 From the first release by the BBC of the first episode of programme on any platform, the BBC has nine months in which to commission additional episodes or a further series of the programme (or 12 months from full delivery whichever is the earlier).

3.6.2 During the licence period the right to commission any Television Adaptation in the UK must be offered first to the BBC at any point, in accordance with the following steps:

- the producer notifies the relevant BBC commissioner(s) of its proposal or willingness to produce an audio visual adaption;
- the parties will then have a 90 day period of exclusive negotiation to be carried out in good faith with a view to the BBC commissioning the development and/or production of an adaptation;
- If the BBC refuses or fails to notify the producer that it has 'green lit' development and/or production of the adaptation within that period then:
  - provided the same proposal material has been offered to the BBC and in no lesser detail than would be offered to a third party; and
  - subject always to the BBC's re-commissioning rights.



