[DRAFT – SUBJECT TO FULL EXECUTION]
STRICTLY CONFIDENTIAL

CONTRACT ID [Contract ID]

TRIPARTITE LICENCE COMMISSIONING AGREEMENT

"Effective Date"	[The date on which the last of the Parties signs this Agreement][Effective Date]

"Parties" (individually "**Party**")	**[ITV COMPANY NAME]** ("**ITV**") ITV White City 201 Wood Lane, London W12 7RU Company No.: [ITV Company Registration Number] VAT Registration No.: [ITV VAT Registration Number]
	[COMPLIANCE LICENSEE NAME] ("**Compliance Licensee**") ITV White City 201 Wood Lane, London W12 7RU Company No.: [Compliance Licensee Company Registration Number] VAT Registration No.: [Compliance Licensee VAT Registration Number]
	[PRODUCER REGISTERED COMPANY NAME] ("**Producer**") [Producer Registered Company Address] Company Registration No.: [Producer Company Registration Number] VAT Registration No.: [Producer VAT Registration Number]
	[GUARANTOR REGISTERED COMPANY NAME] ("**Guarantor**") [Guarantor Registered Company Address] Company Registration No.: [Guarantor Company Registration Number] VAT Registration No.: [Guarantor VAT Registration Number]

INTRODUCTION:

1. The Producer has presented a proposal for a programme to ITV as more particularly described in Part A ("**Programme**"). ITV wishes the Producer to produce the Programme. ITV also wishes to acquire certain broadcast and associated rights in the Programme.

2. The Compliance Licensee has been nominated to perform the compliance and production monitoring role in respect of the Programme.

3. Accordingly, [ITV, the Producer and the Compliance Licensee][ITV, the Producer, the Guarantor and the Compliance Licensee] agree on the terms set out in this Agreement.

4. In consideration of the payments and mutual promises contained in this Agreement, the Parties agree as follows:

4.1. ITV commissions the Producer and the Producer agrees to produce and deliver the Programme to ITV and to licence to ITV the broadcast and associated rights in the Programme specified in this Agreement, all in accordance with the terms of this Agreement.

4.2. ITV engages the Compliance Licensee and the Compliance Licensee agrees to perform the compliance, production monitoring and verification role in respect of the Programme as specified in and in accordance with the provisions of this Agreement.

The list of documents below and all other documents referred to herein are incorporated into the agreement between the Parties (together, the "**Agreement**"):

1. This front page;
2. Part A (Deal Terms);
3. Part B (Net Receipts);
4. Part C (Special Terms);
5. Part D (ITV Deliverables);
6. Part E (Editorial Specification/Synopsis, Budget and Production Schedule, and Sponsor Logo);
7. Part F (Regional Licensees);
8. Part G (Data Protection definitions[and international transfers]); and
9. Part H (Conduct and Standards Guidelines for on Screen Personalities).

The General Terms and Conditions (as defined below) are deemed to be incorporated into this Agreement along with certain additional documents, referred to in those General Terms and Conditions, including the Codes and Guidelines available at https://www.itv.com/commissioning/tags/guidelines. References to the "**General Terms and Conditions**" shall mean the ITV Terms of Trade as amended by the PACT Memorandum of Understanding effective from 28 September 2018 and the PACT Memorandum of Understanding effective from 1 January 2023 ("**MOU 2023**") applicable to ITV direct Commissions a copy of which can be found at http://www.itv.com/commissioning/guidelines/terms-of-trade and which along with the additional documents referred to in those General Terms and Conditions are hereby incorporated into this Agreement.

In the event of any inconsistency between the General Terms and Conditions and this Agreement, this Agreement shall prevail.

The capitalised terms listed in Part A in quotation marks are definitions for the purposes of this Agreement. The capitalised terms listed in Part A without quotation marks are headings for the purposes of this Agreement and shall be construed in accordance with the accompanying texts. All other capitalised terms not defined in Part A shall have the meaning as defined in the General Terms and Conditions.

The Parties hereby agree to the terms of this Agreement. Please note that this Agreement is subject to ITV's General Terms and Conditions (as defined above) and certain additional documents, referred to in those General Terms and Conditions including the Codes and Guidelines. ITV's General Terms and Conditions and all other documents referred to in ITV's General Terms and Conditions are available at https://www.itv.com/commissioning/tags/guidelines. ITV's General Terms and Conditions contain important terms and you should ensure that before signing this Agreement you have read and understood them.

SIGNED by a signatory, duly authorised on behalf of **[ITV COMPANY NAME]**
Signature: *Name:* *Position:*

Date:

SIGNED by a signatory, duly authorised on behalf of **[COMPLIANCE LICENSEE NAME]**

Signature:

Name:

Position:

Date:

SIGNED by a signatory, duly authorised on behalf of **[PRODUCER REGISTERED COMPANY NAME]**

Signature:

Name:

Position:

Date:

[SIGNED by a signatory, duly authorised on behalf of **[GUARANTOR REGISTERED COMPANY NAME]**

Signature:

Name:

Position:

Date:

PART A

DEAL TERMS

1. PROGRAMME SPECIFICATION

Producer	[PRODUCER REGISTERED COMPANY NAME]
[Guarantor *Note: A parent guarantor will always be required where the Producer is an SPV.]*	[GUARANTOR REGISTERED COMPANY NAME]
Working Title of Programme *Note: Any proposal to vary this title must have the prior written approval of ITV*	[Programme Title]
ITV Commissioning Department	[ITV Commissioning Department]
ITV Commissioning Executive	[ITV Commissioning Executive]
ITV Legal & Business Affairs Executive	[ITV Legal & Business Affairs Executive]
Compliance Licensee	ITV Broadcasting Limited
Compliance Representative	Claire Posner
Number of Episodes	[Number of Episodes]
Slot length	[Slot length]
Running time of the Programme inclusive of main and end titles but exclusive of sponsorship allowance where applicable. *Please note: ITV is entitled to reject the Programme if it does not comply with ITV's Policy on Running Times. It is a material term of this Agreement that the Programme is delivered to its exact contractual running time or within a permitted tolerance of thirty (30) seconds below its contractual running time and any variance to the specified running time requires the prior written (including via email) approval of the Broadcast Strategic Senior Support Manager at ITV and the Compliance Licensee.*	[Running time of the Programme] It is the Producer's responsibility to confirm the exact running time(s) with ITV's Presentation Strategy Department. IMPORTANT: The Programme as delivered must meet this exact running time.
Number of commercial breaks	[Number of commercial breaks]
Suitability for Transmission	[Suitability for Transmission]
Editorial Brief / Synopsis *Please provide a description of the Programme or attach a treatment including running order (if available) which is sufficient to identify its main on-screen elements (i.e. not a publicity blurb or billing) on a minimum one-half A4.*	Attached at Part E
Details of Underlying Rights	[The Producer acknowledges that the Programme may

If Programme Format is owned by a third party or if the Programme is based on third party underlying Source Material, please give brief details and date of agreement to enable production and list any potential restrictions on ability of ITV to exercise rights granted hereunder.	form part of a strand of programmes sharing a common theme and in which case the Producer shall have no claim to or ownership of any element of the title of the Programme intended to form part of the overarching title of the strand, nor any claim to or ownership of the format of the strand (as distinct from the Programme Format).]

Executive Producer(s)	
Individual Producer(s)	
Director(s)/First Assistant Director (if appropriate)	
Scriptwriter(s) *Note: All scripts require the prior written approval of ITVand the Compliance Licensee.*	
Presenter/Key Talent	
Will the Programme include a PRTS element? *Note: PRTS including SMS. All PRTS elements require full involvement and approval by ITV and the Compliance Licensee of all aspects.*	
Will the Programme include Interactive elements? *Note: Interactive elements require full involvement and approval by ITV and the Compliance Licensee of all aspects.*	
Prize Funds Please indicate how the prizes are to be funded and how the risk of deficit (if any) is to be managed.	
Archive material *Please list as far as possible sources of key archive material to be included in the Programme and to what extent such material is cleared/clearable for exploitation of the rights granted to ITV hereunder during the Licence Period. Full details of all archive material that cannot be cleared for all ITV exploitation under this Agreement must be given.*	
Access restrictions (if any)	
Music *Note: ITV Blankets apply for use of MCPS, PRS and PPL repertoire. See Music Clearance at ITV and ITV Policy on Underlying Rights Clearances via ITV's Producer's Guidelines page. All music intended to be included in the Programme*	

that does not fall under the ITV blanket licence must be listed here.	

Specified Persons These shall be specified persons (**"Specified Persons")** for the purposes of the following clauses of the General Terms and Conditions:	For the purposes of clause 3 of the General Terms and Conditions (Production Process) the Specified Persons shall be: ☐ Executive Producer: ☐ Individual Producer: ☐ Director: ☐ Scriptwriter: ☐ Presenter: ☐ Principal Cast: ☐ Other Contributors: ☐ Underlying Rights Holder: For the purposes of clause 4.1.1 of the General Terms and Conditions (Insurance) the Specified Persons shall be: ☐ Executive Producer: ☐ Individual Producer: ☐ Director: ☐ Scriptwriter: ☐ Presenter: ☐ Principal Cast: ☐ Other Contributors: ☐ Underlying Rights Holder: For the purposes of clause 17.2 of the General Terms and Conditions (Publicity) the Specified Persons shall be: ☐ Executive Producer: ☐ Individual Producer: ☐ Director: ☐ Scriptwriter: ☐ Presenter: ☐ Principal Cast: ☐ Other Contributors: ☐ Underlying Rights Holder: For the purposes of clause 23 of the General Terms and Conditions (Term and Termination) the Specified Persons shall be: ☐ Executive Producer: ☐ Individual Producer: ☐ Director: ☐ Scriptwriter: ☐ Presenter: ☐ Principal Cast: ☐ Other Contributors: ☐ Underlying Rights Holder:
Key Programme Elements These shall be key programme elements (**"Key Programme Elements"**) for the purposes of this Agreement.	

2. DELIVERY

Delivery Date for Programme *Note: Any change to the agreed Delivery Date requires consultation with the Compliance Licensee and also the prior written approval of the ITV Legal & Business Affairs Executive.* Written approval given via e-mail is acceptable for this purpose.	The programme shall deliver on: **Time shall be of the Essence**
Delivery Requirements, including the Delivery Address for Programme & Promotional Materials	Please deliver the Programme to the ITV Content Delivery team in accordance with Part D. It is the Producer's responsibility to confirm exact delivery requirements with Content Operations, any questions regarding delivery of the Programme should be directed at contentoperations@itv.com.
Limitations on Promotion, Publicity and Advertising *Note: Details must be given where known. If details are not known prior to signature, full details must be given as soon as the Producer becomes aware (and always prior to the Delivery Date).* ITV's Publicity Guidelines can be found here	

3. LICENCE FEE AND FUNDING DETAILS

FEES PAYABLE	
Licence Fee *Paid in accordance with clause 1 of Part C, subject to signature of the Agreement.*	**Total:** **Per Episode:**
Talent Breakage *Paid in accordance with clause 1 of Part C, subject to signature of the Agreement.*	**Total:** **Per Episode:**
Prize Breakage *Paid in accordance with clause 1 of Part C, subject to signature of the Agreement.*	**Total:** **Per Episode:**
Other Breakage *Paid in accordance with clause 1 of Part C, subject to signature of the Agreement.*	**Total:** **Per Episode:**

Scripted Fee Payment *[Payable in accordance with clause 4.2 of the MOU 2023.][Included in the Licence Fee.][It is agreed on a strictly non-precedential basis that the Scripted Fee Payment in accordance with clause 4.2 of the MOU 2023 shall be paid together with the Licence Fee and in accordance with clause 1 of Part C, subject to signature of the Agreement.]*	**One per cent (1%) of the Licence Fee**
Other Fees *Paid in accordance with clause 1 of Part C, subject to signature of the Agreement.*	**Total:** **Per Episode:**
DEDUCTIONS	
[Development Fee	Total: *The Development Fee paid to the Producer pursuant to the Development Agreement (Contract ID: [xxx]) dated [Original Agreement Date] shall be deducted from the Licence Fee.]*
[Directors UK Contribution *This amount is to be deducted from the Licence Fee on the Producer's first invoice.*	Total:]
[Screenskills Contribution *This amount is to be deducted from the Licence Fee on the Producer's first invoice.*	Total:]

PRODUCTION FINANCING *Complete section 3.1 below unless Self Financed*	☐ Self Financed ☐ Agreed bank(s)/Financier(s) - the parties shall enter into an Inter-Party Agreement in the event of bank financing, which shall be signed at the same time as the Commissioning Agreement is signed.

3.1 FINANCING ARRANGEMENTS

	Identity	**Amount of Funding**	**Principal Terms (e.g. premiering obligations, territory)**	**Terms affecting ITV's Rights (e.g. recoupment position)**
Financier (e.g. bank)				
Co-Producer (e.g. foreign co-producer)				
Foreign Investment (e.g.				

foreign state funding)				
Pre-Sales				
Distribution Advances				
Other Deficit Funding (e.g. gap financing, producer investment)				

4. LICENCE PERIOD, FURTHER USE, EXCLUSIVITY, TRANSMISSIONS AND REPEAT COSTS

4.1 Licence Period

4.1.1. As set out under clause 3.1 and 3.2 of the MOU 2023.

4.2. Licence Period Extension and Extension Fee

4.2.1. As set out under clause 3.3 of the MOU 2023.

4.3. Further Use

4.3.1. As set out under clause 4.1 of the MOU 2023.

4.4. Exclusivity and Exclusivity Extension Fee

4.4.1. As set out under clause 5 of the MOU 2023.

4.4.2. References to the Primary Window as defined under the Terms of Trade are hereby replaced with Exclusivity Period as defined under the MOU 2023.

4.5. Broadcast and On Demand Rights

4.5.1. Broadcast Rights

ITV shall be entitled to broadcast, transmit or otherwise make available the Programme in the UK on any ITV Services on an unlimited number of occasions during the Licence Period, subject only to any actual third party clearance costs (subject to ITV being notified of and approving those costs in writing in advance of delivery of the Programme) in respect of any transmission over and above the number of Pre-Cleared Transmissions set out below (meaning that the Producer must ensure that the Programme is at least clearable for each such further transmission).

For these purposes "**ITV Services**" shall be as defined under clause 1.2 of the MOU 2023.

4.5.2. On Demand Rights

Where the On Demand Rights are exploited by the Producer during and after the Term in accordance with the General Terms and Conditions, the following conditions shall apply:

4.5.2.1. any such exploitation during the Licence Period shall be subject to the conditions of clause 10.1.5 of the Terms of Trade including for the avoidance of

doubt that the Programme shall at all times be identified as "**an original ITV commission**" in such form and format as ITV may approve, acting reasonably; and

4.5.2.2. in respect of any such exploitation after expiry of the Licence Period and/or at any time outside the Territory, the Programme shall at all times be identified as "**an original ITV commission**".

4.6. Related Broadcast Rights

The above Broadcast Rights shall include the right to:

4.6.1. make a simultaneous transmission of the Programme in the UK via any broadcast media; and/or

4.6.2. broadcast the Programme on a delayed version of ITV1 (with a maximum delay of three (3) hours) and on an HD version of ITV. None of the foregoing shall be deemed to be a separate transmission for the purposes of the Broadcast Rights above.

4.7. Pre-Cleared Transmissions

4.7.1. Unlimited [non-scripted] / Two [Scripted]

4.8. Producer-Paid Transmissions

4.8.1. Unlimited.

4.9. Third Party Residuals and Clearance Costs

4.9.1. ITV will not be responsible for any Third Party Residuals and Clearance Costs unless complete and accurate details are notified to ITV no later than at the point of Delivery of the final Episode of the Programme and ITV has agreed such Third Party Residuals and Clearance Costs. Please add any known third party residuals or clearance costs below.

IMPORTANT NOTE: Any Third Party Residuals and Clearance Costs should in any case comply with ITV's Policy on Underlying Rights and the General Terms. ITV should be kept fully informed of all potential Third Party Residuals and Clearance Costs.

PART B

NET RECEIPTS

1. DURING THE LICENCE PERIOD

Rights	Party exercising the Rights (subject to applicable holdbacks)	Split of Net Receipts
Exploitation within the Territory		
Exploitation of Programme Website	Producer	Eighty per cent (80%) to Producer, twenty per cent (20%) to ITV
On Demand Rights	Producer	Eighty per cent (80%) to Producer, twenty per cent (20%) to ITV
Download to Own Rights	Producer	Eighty per cent (80%) to Producer, twenty per cent (20%) to ITV
UK Secondary Broadcast Rights	Producer	Eighty per cent (80%) to Producer, twenty per cent (20%) to ITV
PRTS (if applicable)	ITV	Fifty per cent (50%) to Producer, fifty per cent (50%) to ITV
Interactive Rights	ITV	Fifty per cent (50%) to Producer, fifty per cent (50%) to ITV
All other exploitation of the Programme (including but not limited to the Programme Format) during the Licence Period, in the Territory (without prejudice to the specific forms of exploitation set out above and unless otherwise specified)	Producer	Eighty per cent (80%) to Producer, twenty per cent (20%) to ITV
Exploitation Worldwide (excluding the Territory)		
All other exploitation of the Programme and Programme Format during the Licence Period *Note: This only applies to the Producer's Net Receipts and so will not apply where the Producer receives no such monies (e.g. where the programme format is owned by a third party)*	Producer	[Ninety per cent (90%) to Producer, ten per cent (10%) to ITV][Ninety-two point five per cent (92.5%) to Producer, seven point five per cent (7.5%) to ITV]

2. AFTER EXPIRY OF THE LICENCE PERIOD WORLDWIDE (INCL. THE TERRITORY)

Rights	Party exercising the Rights	Split of Net Receipts

	(subject to applicable holdbacks)	
All exploitation of the Programme and Programme Format following expiry or earlier termination of the Licence Period	Producer	[Ninety per cent (90%) to Producer, ten per cent (10%) to ITV][Ninety-two point five per cent (92.5%) to Producer, seven point five per cent (7.5%) to ITV]

In this Agreement, "**Net Receipts**" shall have the following meanings in respect of the following rights:

"Interactive Rights"	All sums actually received by or on behalf of ITV or the Producer (as applicable) in respect of the exploitation of the Interactive Rights but excluding any revenues derived from the exploitation of software and/or hardware utilised in connection with the exploitation of the Interactive Rights which, for the avoidance of doubt, shall be the exclusive property of ITV or the Producer (as applicable) and any advertising and/or sponsorship fees and less the proper, actual and reasonable direct sums expended by or charged to ITV (or the ITV Group) or the Producer (as applicable) in connection with, and to the extent applicable to, any and all exploitation of the Interactive Rights including: actual editorial and associated additional production costs in the commissioning of Additional Content and/or re-editing, reformatting, digitising, encoding and/or other adjustment of Programme materials used in connection with the Interactive Rights; any actual and direct third party technical costs charged by third party application providers, third party service providers, third party platform operators, telecommunications operators and/or aggregators (such as website, WAP portal and/or red button application build and design costs and authentication service charges); prizes and prize sourcing and fulfilment costs, any agreed charity donations and/or other sums payable to customer- users; any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and any other costs pre-agreed by the parties; and such other amounts as the parties may agree in good faith.
"All exploitation of the Programme and Programme Format following expiry or earlier termination of the Licence Period"	means all sums actually received by or on behalf of the Producer in respect of the exploitation of the Programme and Programme Format but, for the avoidance of doubt, excluding any advertising and/or sponsorship fees and any income used to defray the costs of production of the Programme, as set out in the approved Budget (or the costs of production of other products of the exploitation of the Programme and/or Programme Format incurred by the Producer), less only: any actually incurred, reasonable and customary third party distribution commission and direct costs and expenses (but excluding any general overhead costs) in each case in line with standard industry practice); any Third Party Residuals and Clearance Costs actually and necessarily incurred;

	any applicable taxes, duties or other statutory levies including VAT and other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"All other exploitation of the Programme and Programme Format during the Licence Period"	means all sums actually received by or on behalf of the Producer in respect of the exploitation of the Programme and Programme Format but, for the avoidance of doubt, excluding any advertising and/or sponsorship fees and any income used to defray the costs of production of the Programme, as set out in the approved Budget (or the costs of production of other products of the exploitation of the Programme and/or Programme Format incurred by the Producer), less only: any actually incurred, reasonable and customary third party distribution commission and direct costs and expenses (but excluding any general overhead costs) in each case in line with standard industry practice; any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"Download to Own Rights"	means all sums actually received by or on behalf of ITV or the Producer, as the case may be, in respect of the exploitation pursuant to the General Terms and Conditions (but excluding VAT) (whether on a per Programme Download basis or where the Programme is sold as part of a bundle of programmes, it being acknowledged that where a programme is sold within a bundled service which includes both the Programme and other programmes then the charge shall be allocated pro-rata the number of programmes downloaded) but, for the avoidance of doubt, not including any revenues derived from the provision of software and/or hardware in connection with any Download to Own service and any advertising and/or sponsorship fees and less the proper, actual and reasonable direct sums expended by or charged to ITV (or the ITV Group) or the Producer, as the case may be, in connection with, and to the extent applicable to, any and all exploitation of the Download to Own Rights including: actual editorial costs in the commissioning of new content and/or re-editing, reformatting, digitising, encoding and/or other adjustment of Programme materials used in connection with the Download to Own Rights; any actual and direct third party costs charged by third party service providers, third party platform operators, telecommunications operators and/or aggregators (such as any bandwidth, delivery and storage charges); any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and any other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"Exploitation of any Programme Websites"	means all sums actually received by or on behalf of ITV or the Producer (as applicable) in respect of the exploitation of any Programme Website including any advertising and/or sponsorship fees directly attributable to the Programme Website

	but excluding: any revenues derived from the exploitation of software and/or hardware utilised in connection with the exploitation of the Programme Website which, for the avoidance of doubt, shall be the exclusive property of ITV or the Producer (as applicable); and any advertising and/or sponsorship fees (other than those relating directly to the Programme Website); and any revenues derived from the sale of merchandising relating to the Programme or the Programme Format via the Programme Website, and less the proper, actual and reasonable direct sums expended by or charged to ITV (or the ITV Group) or (as applicable) the Producer in connection with, and to the extent applicable to, any and all exploitation of the Programme Website including: actual editorial and associated additional production costs in the commissioning of Additional Content and/or re-editing, reformatting, digitising, encoding and/or other adjustment of Programme materials used in connection with the Programme Website; any actual and direct third party technical costs charged by third party application providers, third party service providers, third party platform operators, telecommunications operators and/or aggregators (such as website, WAP portal and/or red button application build and design costs and authentication service charges); prizes and prize sourcing and fulfilment costs, any agreed charity donations and/or other sums payable to customer- users; any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and any other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"On Demand Rights"	means all sums actually received by or on behalf of Producer in respect of the exploitation of the On Demand Rights (excluding VAT) (whether on a per Programme basis or relating to a subscription period and it being acknowledged that where a subscription charge is levied for a bundled service which includes both the Programme and other programmes then the charge shall be pro-rated appropriately on a count of views basis) save for any advertising and/or sponsorship fees and any revenues derived from the exploitation of software and/or hardware utilised in connection with the exploitation of the On Demand Rights which, for the avoidance of doubt, shall be the exclusive property of ITV and less the proper, actual and reasonable direct sums expended by or charged to ITV (or the ITV Group) in connection with, and to the extent applicable to, any and all exploitation of the On Demand Rights including, without limitation: actual editorial costs in the commissioning of new content and/or re-editing, reformatting, digitising, encoding and/or other adjustment of Programme materials used in connection with the On Demand Rights; any actual and direct third party costs charged by third party service providers, third party platform operators, telecommunications operators and/or aggregators (such as any

	bandwidth, delivery and storage charges); any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and any other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"PRTS Rights"	means all sums actually received by or on behalf of ITV or the Producer (or its relevant affiliate) (as applicable) from the third party telecommunications operators, platform operators, aggregators (excluding VAT and any advertising and/or sponsorship fees) after deduction of any commission in respect of the exploitation of the PRTS Rights less the pre-agreed proper, actual and reasonable direct sums expended by or charged to ITV or the Producer (as applicable) in connection with, and to the extent applicable to, any and all exploitation of the PRTS Rights including, without limitation: actual editorial and associated additional production costs not related to any broadcast in the commissioning of new content and/or re-editing and/or reformatting of Programme materials used in connection with the PRTS Rights; prizes and prize sourcing and fulfilment costs, any agreed charity donations and/or other sums payable to customer users; any actual and direct third party technical costs charged by third party application providers, third party service providers, third party platform operators, telecommunications operators and/or aggregators (such as telephony shortcodes, website, WAP portal and/or red button application build and design costs and authentication service charges); any Third Party Residual and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and any other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.
"UK Secondary Broadcast Rights"	means all sums actually received by or on behalf of the Producer in respect of the exploitation of the UK Secondary Broadcast Rights excluding any advertising and/or sponsorship fees and less only: any actually incurred, reasonable and customary third party distribution commission and direct costs and expenses (but excluding any general overhead costs) in each case in line with standard industry practice; any Third Party Residuals and Clearance Costs actually and necessarily incurred; any applicable taxes, duties or other statutory levies including VAT and other costs pre-agreed by the Parties; and such other amounts as the Parties may agree in good faith.]

For the purposes of the above definitions of Net Receipts, where the Producer is exploiting any rights the term "**Third Party Residuals and Clearance Costs**" shall mean:

1. any third party residuals, re-use fees, payments, royalties and fees payable either (i) pursuant to any union mandated or collective bargaining agreements or (ii) on industry standard arms

length terms or (iii) as otherwise approved by ITV (such approval not to be unreasonably withheld or delayed), and in any event which the Producer is required to observe (but excluding, for the avoidance of doubt, any third party profit participations which shall be payable by the Producer); and

2. the cost of any clearances in respect of third party music and/or other elements required to be obtained, which are actually paid or will actually be payable as a result of the exploitation of such rights by, on behalf of or under licence from the Producer. Such Third Party Residuals and Clearance Costs shall be in accordance with the ITV Policy on Underlying Rights and the ITV Policy on Talent Fees (save as otherwise agreed in writing by ITV).

Where the Producer is exploiting any rights, then prior to accounting to ITV for its appropriate share of Net Receipts, the Producer shall be entitled to recoup from one hundred per cent (100%) of Net Receipts arising from such exploitation, any deficit funding (including deferred production fees) described in clause 3.1 of this Part B which is used to defray the costs of production of the Programme in accordance with the Budget as approved by ITV.

PART C

SPECIAL CONDITIONS

GENERAL

Fee

Payment of the Licence Fee[and Scripted Payment Fee] will be subject to (i) confirmation of delivery and acceptance of the Programme [by the Compliance Licensee]; (ii) receipt by ITV of an accurate and valid invoice; and (iii) a fully signed copy of this Agreement. [The Producer shall only be able to draw down on the Breakage fee if such amount is pre-approved by ITV (both commercially and editorially). Save as otherwise agreed herein, ITV shall retain one hundred per cent (100%) of any unspent Breakage.] Invoices are required to be received by ITV on or before the twenty fifth (25th) day of each month in respect of episodes of the Programme delivered in that month. All invoices are to specify **contract reference number [Contract ID], ITV purchase order number [Purchase Order], title of the Programme, number of episodes, Licence Fee per episode and full details of bank account for payment (which shall match the IPA, where applicable).**

Cost Report

Following completion of the production of the Programme, the Producer shall send a final cost report to ITV that shows the actual costs of production of the Programme.

Production Principles

The Producer shall produce the Programme in accordance with its commitments under ITV's Production Principles form. The Producer shall deliver the Production Principles Completion form at the end of production and prior to delivery of the Programme and the Producer shall ensure the Programme is albert[1] certified.

[UK Television Tax Relief

Where part of the budget expenditure for the Programme qualifies for UK Television Tax Relief and the Producer (or other qualifying company on the Programme) applies for the same, the Producer agrees that it shall where possible make provision in the Budget for, and only where the application is successful and the applicant has received said tax credit from HMRC, pay the appropriate Skills Fund Contribution to Screen Skills Investment fund.]

[Strand Title and Format Rights

The Producer agrees that if the ITV Commissioning Executive in their discretion decides that the Programme shall form part of a strand of programmes sharing a common theme the Producer shall have no claim to or ownership of any element of the title of the Programme intended to form part of the overarching title of the strand, nor any claim to or ownership of the format of the strand (as distinct from the Programme Format) Any such element of the title or format of the strand may accordingly be used on future programmes or series of programmes with other producers without recourse or payment to the Producer.

In respect of any exploitation of the Programme outside the Territory, the Programme shall have a title other than the Working Title of Programme as set out in this Agreement. Such alternate title shall be subject to the consent of the ITV Commissioning Executive.]

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[1] Including any similar or successor scheme to albert certification that is approved by ITV.

POLICY ON UNDERLYING RIGHTS

1.1. The Producer shall comply with ITV's Policy on Underlying Rights as available at http://www.itv.com/commissioning/articles/terms-of-trade and as updated by ITV from time to time.

1.2. The Producer shall include wording in any contract made with any on screen talent and/or key creatives associated with the Programme that permits (at the Producer's and/or ITV's election) either immediate termination/cancellation of their engagement or immediate suspension on no pay (with the option to terminate later at ITV's discretion) in relation to any act or omission which in the Producer's or ITV's reasonable opinion could bring the Programme, the Producer and/or ITV into disrepute or prejudice the production or successful exploitation of the Programme. The Producer shall also ensure that:

1.2.1. the disrepute clause within the engagement contract for talent and/or key creatives covers all types of acts or omissions in all media, including social media and including historical actions that only come to light later; and

1.2.2. in addition to the disrepute provisions, there is a clear requirement for talent to conduct themselves with due regard to public morals, societal conventions and any ITV policies regarding personal conduct, including but not limited to ITV's Code of Ethics and Conduct, and ITV's Conduct and Standards Guidelines for On Screen Personalities (attached at Part H), all as updated from time to time and available here

1.3. Duty of Care

The Producer shall ensure they have reviewed and understood and are in compliance with all Codes and Guidelines available on the Commissioning page in relation to Duty of Care, in particular the Compliance Guidelines and Production Risk Guidelines. Further to the guidelines set out in the ITV Duty of Care Handbook (3rd Party Producers) the Producer shall report Welfare Incidents* immediately (including on non-business days) to ITV. Such reports shall:

1.1.1. be made via the quickest available route, which may be a phone call or text message but shall in any event unless otherwise agreed with the ITV Compliance Representative always be followed up by email (see clause 2.3.3 below for key contacts);

1.1.2. contain all relevant details of the incident in question (including but not limited to chronology and summary of events; persons and organisations involved; any other persons or organisations that have been notified; and any actions or steps taken by anyone in response to the incident);

1.1.3. be notified to the ITV Commissioning Executive, ITV Compliance Representative and ITV Legal and Business Affairs Executive for the relevant Programme with the ITV Duty of Care Mailbox dutyofcare@itv.com copied on all email correspondence; and

1.1.4. The Producer must seek from ITV confirmation of receipt of their notification and shall not assume ITV has received their notification until receipt has been confirmed.

*"**Welfare Incident**" means a participant welfare incident in relation to the Programme or any participant in that Programme (on or off screen), that has caused, or may lead to, a substantial impact on any such Programme participant, a business interruption, disruption, or that prompts (or may prompt) significant national or international media attention

OTHER RIGHTS

1.1. The other key rights granted to ITV are as follows (with no additional licence fees or other fees payable to the Producer in respect of any of the same, except where stated):

1.1.1. Download To Own Rights

[DTO Rights granted to ITV: ITV is granted the exclusive Download to Own Rights on both ITV's and third party platforms (e.g. iTunes) for a period of five (5) months from the date of First linear transmission (**"Exclusive DTO Period"**). Following expiry of the Exclusive DTO Period, the Download to Own Rights may be exploited on a co-exclusive basis between ITV and the Producer for the remainder of the Licence Period. Net Receipts from DTO exploitation shall be shared on an eighty/twenty (80/20) basis (in the Producer's favour) for the duration of the licence period. The Producer further agrees not use any ITV logo(s), brands, get-up or trade mark(s) in connection with its exploitation of any of the Download to Own Rights without ITV's prior approval and shall not license, authorise or permit the exploitation of any of the download to own rights by or on behalf of any Competing UK Channel (as defined in the ITV General Terms and Conditions) unless expressly agreed otherwise in writing by ITV and shall identify the Programme at all times as "**an original ITV Commission**".]

[***DTO Option to acquire***. ITV is granted the exclusive right during the Download to Own Blackout Period (as defined below) to negotiate to acquire the right to make the Programme available via a download-to-own service on terms to be agreed in good faith]

[***DTO N/A.*** It is agreed and acknowledged between the Parties that the Download to Own Rights are not available for exploitation by ITV. Notwithstanding the above, the Producer shall only exploit the Download To Own Rights in accordance with the General Terms and Conditions and the 'Initial On Demand Period' shall be replaced by a new definition as follows: "**Download to Own Blackout Period"** which shall mean thirty (30) days following first ITV Transmission of the Programme in the series Producer shall not be entitled to exploit or permit or suffer the exploitation of the Download to Own Rights prior to this.]

[***Producer retains DTO rights.*** The Producer shall retain the exclusive Download to Own Rights ("**DTO Rights**") in the Programme in perpetuity. The DTO Rights may be exploited on an episodic basis following the "Download to Own Blackout Period" (as defined below), provided always that the Producer shall use its reasonable endeavours to require its licensees during the Licence Period in the Territory to market the Programme using an ITV branded pack shot is used to promote the Programme on any platform and/or service]

Any Net Receipts derived from the exploitation of the DTO Rights in the Territory shall be shared between ITV and the Producer in accordance with Part B.

"Download to Own Blackout Period" shall mean thirty (30) days following first ITV Transmission of the Programme in the series, during which Producer shall not be entitled to exploit or permit or suffer the exploitation of the Download to Own Rights prior to this.

1.1.1. Sideloading Rights

As set out in an agreement between PACT and ITV dated 8 December 2015 with effect from 9 November 2015, the grant of the Primary and the ITV Secondary Service Rights by the Producer shall include Sideloading Rights.

1.1.1. Digital Strategy

As set out in paragraph 9.3 of the MOU 2023.

PRODUCT PLACEMENT

1.4. The Parties would like to explore the opportunity to identify appropriate Product Placement ("**PP**") opportunities within the Programme(s), to be undertaken within the General Terms and Conditions, any editorial justification test requirements and any other factors that will need to be considered by the Parties from time to time. It is agreed between the Parties that ITV Commercial will exclusively facilitate and co-ordinate all sales activity with advertisers and their agencies.

1.5. The Producer shall be consulted in relation to the PP opportunities applicable to the Programme(s) to ensure that the Producer and ITV Commissioning Executive are in agreement relating to the editorial impact any PP may have on the Programme(s).

1.6. The Parties acknowledge and agree that any Net Receipts received by or on behalf of ITV in respect of PP shall be shared with the Producer on a fifty/fifty (50/50) basis. Any sales commission (if and to the extent required to be deducted by ITV Commercial and agreed by ITV and the Producer) shall be deducted from gross revenues before accounting for Net Receipts.

CLEARANCES

1.7. In meeting any of its clearance obligations set out in this Agreement, the Producer may rely at no cost on any applicable ITV blanket licence or guild agreements currently in force, as advised by ITV Legal & Business Affairs.

1.8. Promotional clip use and other promotional use shall be cleared in any event by the Producer. Subject to the foregoing sentence, the Producer shall ensure that the Programme is cleared or clearable in relation to ITV's exploitation of the rights set out hereunder, together with UK non-terrestrial broadcast, "multiplex"/delayed version, simultaneous transmission on an HD version of ITV and online uses.

1.9. It is agreed all such residuals and royalties ("**Clearance Costs**") shall be paid from gross receipts prior to split of Net Receipts, on the terms of the relevant contributor union agreements applied by the Producer (e.g. Pact/ Equity, Pact/ WGGB). The Producer shall undertake the calculation and payment of all applicable Clearance Costs for each applicable use then provide such information to ITV promptly for approval. The Producer shall be solely responsible for the calculation, payment and distribution of all applicable Clearance Costs and all related administration including tax reporting in respect of any of the rights granted hereunder.

1.10. The Producer shall comply with the Use of AI in ITV Commissioned Content guidelines, including, but not limited to, informing ITV of any "Medium Risk" use of AI within the Programme (including for the avoidance of doubt any development thereof) and shall ensure that it controls the copyright of any Programme or any element of any Programme created using generative AI and that any such content is cleared in accordance with the terms of this Agreement.

DATA PROTECTION

1.11. The parties agree that this clause 6 shall replace and supersede the data protection provisions within the General Terms and Conditions.

1.12. Terms used but not defined in this clause 6 shall have the meanings given in Part G.

1.13. Each party agrees that:

1.1.1. in their capacity as Controller, each Party shall ensure that it has all necessary notices and lawful bases in place to enable lawful transfer and/or Processing of any Personal Data for the purpose of the Programme.

1.1.2. the Producer shall ensure and be able to demonstrate that the Processing of Personal Data is performed in accordance with Data Protection Laws, including, and without limitation, complying with the principles of data protection by design and by default, performing data protection impact assessments and implementing appropriate technical and organisational measures, including, as appropriate, the pseudonymisation or encryption of Personal Data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and Services; the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

1.1.3. the Producer shall not disclose or allow access to any personal data to anyone other than the recipients that ITV authorises by written means. Furthermore, the Producer shall ensure that all permitted recipients are subject to written contractual obligations concerning ITV Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement.

1.1.4. Mutual assistance. Each Party shall assist the other in complying with all applicable requirements of Data Protection Laws. In particular, each Party shall:

1.1.4.1. regarding Data Subject rights requests and any requests and/or investigations from data protection authorities, promptly inform the other Party about the receipt of any request and provide the other Party with reasonable assistance in complying with and/or responding to any such request and/or investigations;

1.1.4.2. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Laws; and

1.1.4.3. maintain complete and accurate records and information to demonstrate its compliance with this clause.

1.1.5. [International Transfers: Part G shall apply in respect of any data transfers between ITV and the Producer.

For the avoidance of doubt as between ITV and the Producer, ITV shall be the data controller of, shall own and shall be entitled to retain all data (whether Personal Data, for the purposes of the Data Protection Laws, or otherwise) collected by or on behalf of ITV or the Producer and/or any Aggregator during the exercise of the Interactive Rights, the PRTS Rights, ITV's rights under the General Terms and Conditions with respect to Programme Websites and/or the Auxiliary Rights.]

1.14. The Producer shall ensure that the Programme is produced and ready for broadcast in accordance with Data Protection Laws.

1.15. Producer shall use its reasonable endeavours to direct its contributors, talent and/or freelancers ("**Contributors"**) to ITV's privacy notice (provided by ITV from time to time) in Pact's model contributor agreement template or other contributor agreement as applicable.

1.16. Upon becoming aware of a Personal Data Breach, the Producer shall promptly take all reasonable steps necessary to investigate the Personal Data Breach and the root cause, taking all steps necessary to remedy any harm caused to data subjects. The Producer, shall, on request, keep ITV promptly informed of investigations and developments, as well as cooperate with ITV and take such reasonable commercial steps as directed by ITV to assist in the investigation, mitigation and remediation of each Personal Data Breach. The Producer shall liaise with ITV on any communications with a data subject. The Producer shall not issue a press release or communicate with any member of the press or any affected data subject in respect of the Personal Data Breach, without having obtained prior written authorisation from ITV.

1.17. If the Producer receives notice or otherwise becomes aware of, any claim, complaint, request, direction, query, investigation, proceeding or other action of any data subject, court, regulatory or supervisory authority, or any body, organisation or association, in each case which relates in any way to any Personal Data (collectively, "**Regulatory Action**"), or any threat or possibility of any Regulatory Action, then the Producer shall:

1.1.6. promptly notify ITV in writing with reasonable detail of the Regulatory Action, including copies of any relevant correspondence;

1.1.7. provide full co-operation and assistance with respect to any Regulatory Action; and

1.1.8. disclose and supply to ITV in utmost good faith all facts, circumstances, information, documents and materials which might reasonably be considered relevant to, or which ITV requests in relation to, any Regulatory Action, except, in each case, to the extent that Producer is prohibited from doing so by applicable law. This clause 6 is without prejudice to the Controllers obligations under Article 31 (Cooperation with the supervisory authority) of the GDPR.

1.18. The Producer shall indemnify and keep indemnified ITV against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by ITV arising from any breach by the Producer of this clause 6.

1.19. The Parties shall enter into any additional agreements or variations and take any actions as reasonably required by either Party or otherwise in the event there is a change in Data Protection Laws, or an update in the interpretation thereof by a Supervisory Authority or similar regulator or competent body.

1.20. To the extent that the Parties, at a later date, enter into specific binding written arrangements (not including email) with respect to the processing of Personal Data, then to the extent that such arrangements are inconsistent with the arrangements set out herein, such later arrangements shall take precedence with respect to such inconsistency.

2. DIVERSITY AND PROJECT DIAMOND

2.1. The following definitions shall apply to this clause 7 of Part C:

"CDN"	Creative Diversity Network;
"**Diamond**"	a diversity monitoring initiative set up by CDN to monitor the diversity and inclusion of individuals participating in productions both on-screen and off-screen and any future diversity monitoring systems;
"**Diamond Guidance Notes**"	the Diamond Guidance Notes as may be varied from time to time by CDN;
"Diamond Linking Code"	means as described in the Diamond Guidance Notes;
"Diamond System"	means the IT system used by CDN for the purpose of Diamond;
"Diversity Characteristics"	for the purposes of Diamond the characteristics provided by the Participants as detailed in the Diamond Guidance Notes;
"Participant"	a participant in the Programme(s), whether on-screen or off-screen, as detailed in the Diamond Guidance Notes;
"Perceived Data"	means as described in the Diamond Guidance Notes.

The Parties acknowledge that ITV is a user of Diamond.

1.2. The Producer agrees that it shall notify each Participant in writing in accordance with the Diamond Guidance Notes that each Participant's:

(a) First and last name, email address and role on the Programme(s); or
(b) Diamond Linking Code, first and last name and role on the Programme(s)

will be submitted into the Diamond System to enable CDN to contact the Participant to invite them to complete a diversity survey and provide their Diversity Characteristics. The Producer agrees that it shall submit the information in (a) or (b) above into the Diamond System.

2.2. The Producer agrees that it shall submit the project data, as detailed in the Diamond Guidance Notes, into the Diamond System.

2.3. The Producer agrees that it shall notify each Participant in writing in accordance with the Diamond Guidance Notes that Perceived Data may be collected. The Producer agrees that it shall submit the same into the Diamond System.

[FUNDING AGREEMENT

The Producer shall produce the Programme in accordance with their commitments under ITV's Production Principles form and shall deliver the Production Principles Completion form at the end of production and prior to delivery of the Programme.

The following definitions shall apply to this clause 8 of Part C:

"Codes"	means the BCAP Television Advertising Standards Code, the Ofcom Broadcasting Codes and any other relevant codes (whether statutory or self-regulatory);
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
"Legislation"	means any and all statutes or statutory provision which apply to ITV and/or the Television Network (including without limitation the Broadcasting Acts of 1990 and 1996 and the Communications Act 2003);
"Spoken Sponsorship Message"	means such spoken message as the Parties shall agree;
"Sponsor"	means [Funder Name];
"Sponsor Credits"	means a film incorporating the Text Sponsorship Message, the Spoken Sponsorship Message and the Sponsor Logo;
"Sponsor Logo"	means the logo set out in Part E;
"Television Network"	means ITV;
"Text Sponsorship Message"	means such written message as the Parties shall agree.

[

The Producer warrants that:

it is the sole owner of and/or controls and/or is licensed to use all rights (including, without limitation, all the Intellectual Property Rights) in the Sponsor Credits and each constituent element of the Sponsor Credits including, without limitation the Sponsor Logo, Text Sponsorship Message and Spoken Sponsorship Message and any footage or music incorporated in the Sponsor Credits;

the Sponsor Credits do not contain any: (i) obscene, offensive or defamatory material; (ii) on screen text other than the Text Sponsorship Message; (iii) spoken words other than the Spoken Sponsorship Message; (iv) references to or logos of or representations of (whether spoken, in text or picture form) any entity other than the Sponsor. For the purposes of this clause any subsidiaries of the Sponsor, parent company of the Sponsor or other divisions within the Sponsor shall be deemed to be entities which are not the Sponsor;

the Sponsor Credits shall comply at all times with the Codes and Legislation and with ITV's technical specifications and delivery instructions;

the broadcast and/or transmission of the Sponsor Credits by ITV and/or the Television Network on digital terrestrial, digital satellite, cable, broadband, IPTV or mobile platforms, whether by linear or non linear means, shall not infringe the rights (including but not limited to Intellectual Property Rights) of any third party;

the specific products or services being promoted in the Sponsor Credits shall be safe and comply with all relevant statutes, regulations, directives and codes in force from time to time.

The Producer will indemnify and keep indemnified ITV against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by ITV arising from any breach by the Producer of the warranties set out herein.

ITV shall have the right to pre-approve the Sponsor Credits. If in ITV's reasonable opinion changes to the Sponsor Credits are necessary to comply with the provisions of this Agreement, the Codes and/or Legislation and/or to meet with ITV's creative or technical approval, the Producer shall make such changes at its own cost.

At least one week prior to the broadcast and/or transmission of the Programme, the Producer shall provide ITV with all such details regarding the rights in music contained in the Sponsor Credits as may be required by PRS in relation to the broadcast and/or transmission thereof.]

[SOCIAL MEDIA

2.4. In the event the Producer wishes to create a social media account for the Programme ("**Programme Social Media Account**"), the Producer must comply with ITV's Social Media Policy and Guidelines as updated from time to time and made available on ITV's Producer Guidelines page (the "**Social Media Guidelines**"). The Producer shall be solely responsible for ensuring that all content on the Programme Social Media Account complies with the Social Media Guidelines; terms and conditions of the relevant third party social media platform; and all applicable laws. In the event ITV reasonably considers that there has been a breach of this clause 9.1, ITV shall notify the Producer and the Producer shall remove the relevant content and/or disable the social media account (as required) as soon as possible and provide confirmation to ITV of the same.]

[PARENT COMPANY GUARANTEE

2.5. In consideration of ITV entering into this Agreement with the Producer, the Guarantor hereby irrevocably and unconditionally:

2.5.1. undertakes to procure the Producer's full and prompt performance and observance when the same become due of all of its obligations under this Agreement (together the **"Producer Obligations**");

2.5.2. guarantees as a continuing guarantee to ITV and on demand the due and punctual performance and observance of the Producer Obligations by the Producer when the same become due under this Agreement if for any reason the Producer shall fail to perform or observe any of the Producer Obligations when due and undertakes that, in the event that the Producer shall at any time fail to perform any of the Producer Obligations when due, the Guarantor will perform each such Obligation in place of the Producer; and

2.5.3. agrees to indemnify and keep the Licensee indemnified against all losses, damages, costs and expenses (including court costs and reasonable legal fees and VAT) of whatever nature which ITV suffers, incurs or sustains arising as a result of a failure by the Producer to perform any of the Producer Obligations and/or any breach by the Producer of any of its warranties, undertakings and representations as set out in this Agreement and/or General Terms and Conditions and/or any claim in respect of any such failure on the part of the Producer, including (without limitation) in respect of:

2.5.3.1. any breach of copyright; and/or

2.5.3.2. the underlying rights in the Programme.]

COMPLIANCE WITH LAWS

2.6. The Parties agree that the definitions set out below in this clause 11 of Part C shall replace and supersede the definition of **"Laws"** within the General Terms and Conditions.

2.7. The following definitions shall apply to this Agreement:

"Laws"	all applicable laws (whether arising under common law or legislation), statutes, enactments, ordinances, orders, rules and regulations (including those contained in any relevant trade agreements), guidance and requirements of all governmental agencies and regulatory bodies, Sanctions, or other similar instrument in connection with the Programme, whether now or in the future in force, applicable to the Territory (including but not limited to the Relevant Compliance Requirements and Sanctions and Finance Regulations);
"Relevant Compliance Requirements"	means those laws, regulations or guidance relating to anti-bribery, anti-corruption, anti-tax evasion, the prevention of exploitative labour practices, the protection of human rights and the environment (including, but not limited to, the UK Bribery Act 2010, the Criminal Finances Act 2017, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Modern Slavery Act 2015 and in the US, the Foreign Corrupt Practices Act 1977), together with any code of practice, adjudication, decision, direction or rule of any regulator, regulatory or self-regulatory body (including the Codes and Guidelines) which relate to the Agreement;
"Sanctions"	means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;
"Sanctions Authority"	means the UK, USA, European Union, the United Nations (UN), national governments and in each case their respective

	governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions;
"Sanctions and Finance Regulations"	means those laws, regulations or guidance relating to anti-money laundering and anti-fraud, including but not limited to the Sanctions and Anti-Money Laundering Act 2018, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Economic Crime and Corporate Transparency Act 2023 and the Fraud Act 2006.

PART D

ITV DELIVERABLES

The Producer must deliver all Delivery Materials in accordance with ITV's General Terms and Conditions, and in particular, the Codes and Guidelines as defined therein, including but not limited to the 'ITV Contractual Delivery Document' ("**Delivery Requirements**") and the 'ITV Publicity Guidelines' all of which are available on ITV's website.

A link to the current Delivery Requirements is provided below. Any updates to the Delivery Requirements shall be made available on ITV's Producer Guidelines page. The Delivery Requirements in place at the date of delivery of the Programme shall apply.

ITV Deliverables

PART E

EDITORIAL SPECIFICATION / SYNOPSIS

[INCLUDE EDITORIAL SPECIFICATION OR SYNOPSIS/ PROGRAMME DESCRIPTION HERE]

BUDGET AND PRODUCTION SCHEDULE

[X (NUMBER) PAGES ANNEXED HERETO]

[SPONSOR LOGO

[INSERT SPONSOR LOGO]

PART F

REGIONAL LICENSEES

Company names, registered offices and company numbers as follows:

1.	**ITV Broadcasting Limited** ITV White City 201 Wood Lane London W12 7RU Company No. 00955957
2.	**STV Central Limited** Pacific Quay Glasgow G51 1PQ Company number: SC172149

PART G

DATA PROTECTION DEFINITIONS [AND INTERNATIONAL TRANSFERS]

"**Data Protection Laws**"	means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 ("DPA"), the General Data Protection Regulation ((EU) 2016/679) as transposed into UK Laws by the European Union (Withdrawal) Act 2018 and the DPA; and any other Applicable Laws and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); "**Controller**", "**Processor**", "**Data Subject**", "**Processing**", "**Personal Data**" "**Special Categories of Personal Data**", and "**Supervisory Authority**" (which shall mean the UK Information Commissioner or successor body, with respect to the UK GDPR) shall have the meanings given to them in the relevant Data Protection Laws;
"**Personal Data**"	means, notwithstanding the definition provided under Data Protection Laws, any Personal Data that is provided to, or otherwise granted access to the Producer by or on behalf of ITV, or created by or collected by the Producer specifically for ITV as a result of, or in relation to, the Agreement;
"**Personal Data Breach**"	means any suspected, threatened or actual Personal Data Breach as defined by Data Protection Laws affecting the Personal Data;
"**Standard Contractual Clauses (SCCs)**"	means (i) in respect of UK Personal Data, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**") and/or (ii) in respect of EEA Personal Data, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**") found at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj (link subject to change), including their annexes and as may be updated or replaced by the UK Government or the European Commission as the case may be.

[**INTERNATIONAL TRANSFERS**

1. International transfers.

1.1. Transfer mechanisms. In the event that any international transfers of Personal Data are to be conducted between the Parties under this Agreement, the Parties agree that the following transfer mechanism(s) apply, in the order of precedence as set out below, if applicable:

1.1.1. Adequacy Decision: the Producer is Processing the Personal Data in a country in reliance of the applicable adequacy regulations under Data Protection Laws and in the case of UK-US transfers the Producer is a participant in the UK Extension to the EU-US Data Privacy Framework. The Producer must immediately inform ITV of any change to that status and 1.1.2 below shall apply;

1.1.2. SCCs: where adequacy regulations are not available or applicable, the Parties enter into the UK SCCs, with effect from the commencement of the Restricted Transfer, as follows:

1.1.2.1. UK SCCs. To that effect, where necessary, the Parties enter into the UK SCCs (with ITV as exporter and the Producer as importer), which are incorporated by reference into this Agreement. The UK SCCs and the Processing operations shall

be deemed to be prepopulated with the relevant sections of this Agreement and its Schedules, as follows:

- Part 1 – Law that governs the UK SCCs: England & Wales.
- Primary place for legal claims to be made by the Parties: England & Wales.
- Status of the export and importer: ITV is the exporter and the Producer is the importer.
- UK GDPR applies to the Producer's Processing of Personal Data.
- Linked agreement: this Agreement, the Schedules, the General Terms and Conditions
- Ending of UK SCCs before the end of the Term: as set forth in this Agreement.
- Table 3 (Transferred data): potential contributor names, contact information and other such information as the Producer deems necessary for the purpose of the Programme.
- Table 4 (Security requirements): per this Agreement.
- Part 2 – per security requirements set out in this Agreement.

1.1.3. Validity of transfer mechanism(s). If any of the transfer mechanisms identified above are no longer valid in their existing form, the Parties agree to discuss in good faith any amendments needed to ensure affected transfers comply with Data Protection Laws.

1.1.4. Competent Supervisory Authority. Where the UK SCCs apply, the competent supervisory authority shall be the Information Commissioner's Office in the UK.

1.1.5. Additional technical and organisational measures. If, at any time, a supervisory authority or a court with competent jurisdiction over a Party mandates that transfers from Controllers in the UK to Processors established outside the UK must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures), the Parties shall work together in good faith to implement such safeguards and ensure that any transfer of Personal Data is conducted with the benefit of such additional safeguards.

1.1.6. Order of precedence for Data Protection purposes. In the event of a conflict between the Agreement, and/or the SCCs, the following order of precedence (first to last) shall apply unless otherwise agreed by the Parties in writing: (a) the applicable SCCs; (b) the Agreement and (c) the General Terms and Conditions.]

PART H

CONDUCT AND STANDARDS GUIDELINES FOR ON SCREEN PERSONALITIES

ITV's success is built on the passion, hard work and creativity of our people and their pride in what we do and the positive impact we have. That is why we are committed to the care we take in the physical and mental health of everyone we work with. This is our highest priority.

We have always made clear the sorts of behaviours we expect of everyone who works with ITV, and that includes on screen talent. ITV's Code of Ethics and Conduct sets out ITV's values and expectations and is part of everyone's contract with ITV.

Our on screen talent are the centre of our shows. Because of that their behaviour can have a disproportionate impact on those around them – especially more junior colleagues. A word of praise can make someone's day while a terse word can ruin a person's week.

That is why it is so important that everyone working with ITV considers the impact of everything they say and do. In particular it is expected that you:

● treat everyone in the manner in which you expect to be treated - with dignity, politeness and respect

● praise colleagues to recognise great performance where it is merited

● if something is not working well, raise issues courteously and politely to senior management - it is never acceptable to adopt bullying behaviour to achieve an objective

● support a collaborative and inclusive environment for all colleagues on and off air

● always think before you act to avoid your behaviour having a negative impact on colleagues, especially more junior colleagues

Inappropriate behaviour will always be acted upon, and in the most serious cases may lead to the termination of ITV's relationship with the individual concerned.

May 2024