ITV Policy on Underlying Rights

This policy is intended to give Producers guidance on the clearance position of underlying rights in Programmes commissioned by ITV. It should be read in conjunction with the rights, and options to acquire rights, granted to ITV in the Tripartite Commissioning Agreement and will apply to any and all talent and personnel engaged in the production of the Programme, and to all material to be included within the Programme.

Talent

Some individual talent will have pre-existing deals in place with ITV which states their fees-rights situation in regards to any particular Programme with which they are involved. Where this is the case, we will inform you of the individual's fees-rights situation and this will need to be inserted into the contract between the individual and you, the Producer.

ITV will not accept talent being paid on a profit share basis **unless** the profit share only arises from the Producer's net receipts.

Apart from buying out the rights in the Presenter/Interviewee etc. (see below), we would request that the rights of the individual talent are clearable for a further 2 years beyond the duration of the licence.

Artists (Drama & Comedy) – You must ensure that all artists are contracted in accordance with the terms of the current agreement between PACT and Equity or (if the artist is not a member of Equity) otherwise on identical terms to ensure that we have the right to use the services of the artist in our exploitation of the Programme.

Writers (Scripted Drama & Comedy) – You must ensure that all writers are contracted in accordance with the terms of the current agreement between PACT and Writers Guild of Great Britain or (if the writer is a non-WGGB member) otherwise on identical terms to ensure that we have the right to use the services of the writer in our exploitation of the Programme.

Musicians - You must ensure that all musicians are contracted in accordance with the terms of the current agreement between PACT and the Musicians Union or (if the musician is a nonMU member) otherwise on identical terms to ensure that we have the right to use the services of the writer in our exploitation of the Programme.

Presenters/Interviewees/Narrators/Voiceovers/Any other Contributors – We would request that you contract with any of these persons on a full buy-out basis i.e. on terms which will not require ITV to pay any residuals, further use or repeat fees in exercising its rights in the Programme.

Production Personnel – Similarly to the above, we would ask that you contract with the director, producer, executive producer, film crew and any other production crew member so that ITV will not have to pay these individual persons any residuals, further use or repeat fees in exercising its rights in the Programme.

Special Stipulations, Disrepute – You should include wording in any contract made with any on screen talent and/or key creatives associated with the programme that permits (at your 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 our discretion) in relation

to any act or omission which in your or ITV's reasonable opinion would bring the Programme, you and/or ITV into disrepute or prejudice the production or successful exploitation of the Programme. Please also ensure that the definition of disrepute within the engagement contract covers all types of acts or omissions in all media, including social media and including historical actions that only come to light later. Please also ensure that, 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, ITV's Conduct and Standards Guidelines for On Screen Personalities, and Social Media Guidelines.

Talent Union Blanket Agreement – At the time of entering into the Tripartite Commissioning Agreement we shall notify you of any blanket agreement to which ITV is a party with the talent in respect of any of rights which have not been cleared under existing union agreements.

Material

Archive, 3rd Party Format & Underlying Rights –You must ensure that all underlying rights in any archive material and format rights included in the Programme are cleared to allow ITV to exercise its broadcast rights without having to pay any residuals, further use or repeat fees in exercising its rights in the Programme. All clearances shall be paid for out of the Licence Fee and these rights must be clearable for an additional 2 years after the end of the licence.

Music – We would ask that you send ITV details of all **pre-existing music** (works and sound recordings) which are to be used in the Programme. We will then check to see whether any of the music is not included in ITV's blanket music agreements with PRS, MCPS and PPL. Any pre-existing music not included in these blanket agreements will then have to be cleared and paid for out of the Licence Fee by you, the producer, for ITV's use in accordance with its broadcast rights.

There are some circumstances where our blanket agreements will not operate i.e. if ITV is not the majority funder of the Programme or the Programme has a high level of music content. In this situation, you will need to clear all music for ITV's use in accordance with our broadcast rights.

You must pay for any **commissioned music** out of the Licence Fee on a buy-out basis and ensure that ITV will not have to pay any residuals, further use or repeat fees for this commissioned music in exercising its rights in the Programme.

Locations – You must make sure that ITV will not have to pay any residuals, further use or repeat fees arising from any location agreement in exercising its rights in the Programme.

General

You must first get written approval from the relevant ITV genre Head of Business Affairs before entering into any agreement with a third party which would give that third party the right of editorial consultation or approval in any respect of the programme.