



ABC
Australian
Broadcasting
Corporation

[Name of Individual Program]
Licence Agreement



TERM SHEET

ABC	AUSTRALIAN BROADCASTING CORPORATION (ABN 52 429 278 345) established under the Australian Broadcasting Corporation Act 1983 and having its principal office at 700 Harris Street, Ultimo, New South Wales 2007										
Producer	[PRODUCER] (ABN ##) whose registered office is situated at ##										
Program	## x ## minute factual program entitled "##"										
Classification	#										
ABC Licence Fee	###										
Copyright Owners	Program (including Format, Ancillary Content and Underlying Works) Producer - 100%										
Budget	###										
Finance Plan	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">ABC Licence Fee</td> <td style="text-align: right;">###</td> </tr> <tr> <td>Screen Queensland Grant</td> <td style="text-align: right;">###</td> </tr> <tr> <td>Screen Australia Grant</td> <td style="text-align: right;">###</td> </tr> <tr> <td colspan="2" style="text-align: right;">_____</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">###</td> </tr> </table> <p>Note: Changes to Finance Plan subject to ABC approval and terms of finance subject to ABC Editorial Policies.</p>	ABC Licence Fee	###	Screen Queensland Grant	###	Screen Australia Grant	###	_____		Total	###
ABC Licence Fee	###										
Screen Queensland Grant	###										
Screen Australia Grant	###										

Total	###										
Production Schedule	<p>Script delivery: DATE</p> <p>Pre-production: DATE to DATE</p> <p>Production: DATE to DATE</p> <p>Post-production: DATE to DATE</p> <p>Rough cut: DATE</p>										
Delivery Date	##										
Delivery Format	HD file delivery										
Payment Schedule	<p>ABC Licence Fee to be paid:</p> <p>### (10%) on signature of the Licence Agreement;</p> <p>### (35%) on commencement of pre-production;</p> <p>### (40%) on commencement of principal photography and provision of cost report (if required);</p>										



	<p>### (10%) on commencement of post-production;</p> <p>### (5%) on acceptance by the ABC of all Delivery Materials for the Program and final cost report.</p>
ABC Representative	Kelrick Martin, ABC Head of Indigenous, or other ABC nominee notified to the Producer in writing.
ABC Creative Approvals	<p>Synopsis/Treatment/Final script;</p> <p>All key creative and production personnel and talent/cast;</p> <p>Music;</p> <p>Program title;</p> <p>Rough cut, fine cut, final mix and final picture lock;</p> <p>Sequence, size, number, duration, position, timing and nature of all credits;</p> <p>Any publicity and promotion by the Producer, including the use of the Program in social media, in the ABC Licence Territory prior to and during the first ABC Free Online Run of the Program.</p>
Key Talent/Cast	## or such characters as are nominated by the ABC as Key Talent/Cast
Key Talent/Cast Requirements	<p>Contracts with Key Talent/Cast must include the following provisions:</p> <p>(a) Prior to the first ABC Free Online Run of the Program or 6 months from the Delivery Acceptance Date of the last episode of the Program, whichever is earlier, the Key Talent/Cast must:</p> <p>(i) declare any conflict of interest which the Key Talent/Cast may have at any time in connection with the Program;</p> <p>(ii) comply with the ABC's Social Media Policy available at http://about.abc.net.au/wp-content/uploads/2014/10/SocialMediaPOL.pdf as if the Key Talent/Cast is an ABC contractor for the purposes of that policy.</p> <p>Prior to the completion of the first ABC Free Online Run of the Program or 6 months from the Delivery Acceptance Date of the last episode of the Program, whichever is earlier, the Producer will not licence the use of any character from the Program in connection with any other non-ABC television work or endorsement of non-ABC commercial products or services.</p>
Insurance	<p>Public liability insurance of \$20 million per occurrence.</p> <p>Workers compensation cover for all the Producer's employees.</p> <p>Multi Risk Insurance policy covering:</p> <ul style="list-style-type: none"> • Production Property Insurance covering loss of or damage to any and all assets used, created or purchased for production of the Program, (and including props, sets and wardrobe and production office contents) and including any hired, leased or borrowed property from any third party or ABC property. • Extra Expense Insurance covering additional costs incurred due to loss of or damage to equipment, props, sets and/or facilities (including mechanical & electrical breakdown).



	<ul style="list-style-type: none"> Content Media / Negative Film Risk Insurance covering additional costs incurred due to loss of or damage to the negative/tape/data/media of the production including faulty camera, stock and processing. <p>The ABC may consider approving the removal of any part of the Multi Risk Insurance if the Producer provides evidence of sufficient risk management strategies which would significantly de-value the worth of taking out full Multi Risk cover.</p>
<p>ABC Credit</p>	<p>All versions of the Program exploited during the ABC Licence Period by the ABC and/or the Producer:</p> <p>Opening Titles on the first full frame card:</p> <p style="text-align: center;"><i>“Screen Australia, Screen Queensland and the Australian Broadcasting Corporation present”</i></p> <p>Closing titles, in accordance with the ABC’s End Credit Guidelines for Commissioned Productions:</p> <p><i>Last card: shared card:</i></p> <p style="text-align: center;"><i>“Funding from [ABC logo] [Screen Queensland logo] [Screen Australia’s Indigenous Department’s logo]”</i></p>
<p>ABC Licence Rights</p>	<p>Exclusive Free-to-Air Television Rights and Free Simulcast Streaming Rights (10 Free-to-Air Television Runs only).</p> <p>Free Streaming Rights and Free Download Rights (ABC Free Online Service, Geoblocked, unlimited for the duration of the ABC Licence Period, provided that downloads are subject to digital rights management technology which ensures that Programs downloaded during the applicable period can only be viewed by users on a temporary basis).</p> <p>Non-exclusive Promotion Rights, including use of extracts of the Program on ABC branded social media platforms.</p> <p>Website Creation Rights (exclusive during the Pay Television and Website Creation Rights Holdback in the ABC Licence Territory for the period nominated).</p> <p>First and Matching Right in perpetuity to acquire the ABC Licence Rights (or any of them) for a further term at any time following expiration of the ABC Licence.</p> <p>First and Matching Right for the ABC Licence Period to acquire the ABC Licence Rights (or any of them) in the ABC Licence Territory with respect to a Subsequent Series, Spin Off, Sequel and/or Remake.</p>
<p>ABC Licence Period</p>	<p>3 years from the Delivery Acceptance Date of the Program.</p>
<p>ABC Licence Territory</p>	<p>Australia</p>



<p>Clearances</p>	<p>All ABC Licence Rights to be cleared from Budget ABC AMCOS Agreement not applicable.</p>
<p>ABC Publicity Requirements</p>	<p>Unless otherwise approved by the ABC, the producer must deliver the standard Publicity Materials set out in the Delivery Materials schedule within Budget which must be fully cleared for exercise of the Promotions Rights in all media, including third party Online Services.</p> <p>The Producer will consult with the ABC in relation to any additional publicity requirements prior to production and will discuss in good faith with the ABC some of the talent engaging in publicity work for the ABC for the promotion of the Program.</p> <p>The ABC will be entitled to set visits, as it requests.</p>
<p>Holdback in the ABC Licence Territory and Worldwide Premiere Holdback</p>	<p><u>Worldwide Premiere Holdback</u></p> <p>All rights anywhere in the world (except as noted below) - until immediately after completion of the first ABC Free Online Run of the last episode of the Program or 6 months after the Delivery Acceptance Date of the Program, whichever is earlier.</p> <p><u>ABC Licence Territory Holdback</u></p> <p>All rights (except as noted below) - until immediately after completion of the first ABC Free Online Run of the last episode of the Program or 6 months after the Delivery Acceptance Date of the Program, whichever is earlier.</p> <p>Clip Licensing Rights (other than Promotion Rights) – until the expiry of the ABC Licence Period, unless approved by the Director of Television.</p> <p>Free Online Program Rights and Free Mobile Program Rights – for the duration of the ABC Licence Period).</p> <p>Pay Online Program Rights and Pay Mobile Program Rights, both for Download to Own and Rental Rights only and on an On Demand, Pay Per Use basis only (excluding via any service provided by or related to a Pay Television or FTA Television Service unless otherwise approved by the Director of Television) – until midnight after completion of the first ABC Free Online Run of each episode of the Program or 6 months after the Delivery Acceptance Date of the Program, whichever is earlier.</p> <p>Pay Online Program Rights and Pay Mobile Program Rights (whether Free or Pay) (except as noted above) – 12 months from completion of the first ABC Free Online Run of the last episode of the Program or 18 months after the Delivery Acceptance Date of the Program, whichever is earlier.</p> <p>Pay Television Rights and Website Creation Rights – 12 months from completion of the first ABC Free Online Run of the last episode of the Program or 18 months after the Delivery Acceptance Date of the Program, whichever is earlier.</p> <p>Promotion Rights – no holdback except that excerpts of the Program, in respect of each such use on any one media platform, must be limited to 1 minute duration in aggregate per episode during the ABC Licence Period.</p> <p>Right to communicate any Subsequent Series, Spin Off, Sequels or Remakes – 12 months from the Delivery Acceptance Date of the last episode of the Program.</p> <p><u>Additional permitted exceptions to the Holdbacks:</u></p>



	<p>The ABC acknowledges that the Producer has granted Screen Australia and Screen Queensland a perpetual, irrevocable, royalty-free and worldwide licence to use, copy and communicate (including online) excerpts of the Program, up to three (3) minutes in aggregate and marketing materials to promote the Program. The ABC acknowledges that Screen Australia and Screen Queensland may also use the whole of the Program for Parliamentary screenings and/or screenings to the Board, staff and a limited number of invited guests.</p>
<p>Special Conditions</p>	<p>1. Conditions Precedent</p> <p>This Agreement is subject to the following conditions precedent:</p> <p>(a) approval of this Agreement by the ABC Commissioning Body; and</p> <p>(b) execution of this Agreement by the ABC’s Director of Television;</p> <p>and this Agreement shall have no effect unless and until each of these conditions precedent are met.</p> <p>2. The Producer acknowledges that the ABC’s Free Streaming Rights and Free Download Rights include communication of the Program on the ABC Social Media Platforms. “ABC Social Media Platforms” means ABC branded pages, walls or channels created by or on behalf of ABC on a third party social media Online Service including FaceBook and YouTube.</p> <p>3. ICIP Rights</p> <p>a. The Producer and the ABC acknowledge the existence of Indigenous cultural and intellectual property rights (ICIP Rights) of Indigenous participants (ICIP Rights Holders) in the Program and its constituent elements.</p> <p>b. The Producer and the ABC will use best endeavours to ensure that, in all aspects of the production and exploitation of the Material and Program, the ICIP Rights of the ICIP Rights Holders are respected and upheld. The Producer will consult with the ICIP Rights Holders to establish the parameters for use of material that may appertain to their ICIP Rights (ICIP Rights Material).</p> <p>c. To the extent that any ICIP Rights Material is included in the Material and/or the Program, the Producer will obtain a non-exclusive licence from the ICIP Rights Holders’ for inclusion of such ICIP Rights Material in the Material and/or the Program. If it is not possible for the Producer to obtain the aforementioned licence from the ICIP Rights Holders then the material in question shall not be included in the Material or the Program.</p>
<p>Address for Notices</p>	<p>The Producer Attention: ***** ***** Fax: ***** Email: *****</p> <p>ABC Attention: Helen Macdonald, Senior Business Affairs Manager Australian Broadcasting Corporation Fax: (2) 8333 5860 Email: macdonald.helen@abc.net.au</p>



	<p>And for any notice, consent or communication under clause 6(e) with a courtesy copy to:</p> <p>Attention: Rob Simpson, Director Legal & Business Affairs ABC Legal & Business Affairs Australian Broadcasting Corporation ABC Ultimo Centre 700 Harris Street, Ultimo NSW 2007 Fax: (02) 8333 5860</p>
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By signing below the ABC and the Producer agree to be bound by the terms of Schedule 1 and the General Terms and Conditions, and any Schedules thereto

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of the)
AUSTRALIAN BROADCASTING)
CORPORATION by its duly authorised officer)
in the presence of:)

Signature of Witness

Signature of Authorised Officer

Name of Witness

Name of Authorised Officer

Date

Position of Authorised Officer

Date

EXECUTED for and on behalf of the)
PRODUCER in accordance with s127(1) of)
the Corporations Act 2001 (Cth):)
)

Signature of Director / Secretary

Signature of Director

Name of Director / Secretary

Name of Director

Date

Date

General Terms and Conditions



This Agreement is made on the date it is last executed.

The Parties agree as follows:

1. Definitions

Unless the context otherwise requires, where commencing with a capital letter, the following words and expressions have the following meanings in this Agreement:

“ABC Editorial Policies” means the ABC Editorial Policies – Principles and Standards, the Associated Standards, related Guidance Notes, Code of Practice, Complaints Procedures and Glossary, issued by the ABC from time to time.

“ABC Free Online Service” means a non-revenue earning Online Service owned or controlled by the ABC and provided by the ABC or authorised third parties in accordance with the ABC Governing Rules and applicable guidelines, where no charge is made for access to the service, other than fees related to the purchase or rental of any necessary reception equipment, any fee or taxes levied by government agencies or ISPs or, in the case of an authorised third party, the lowest available tier of any subscription or fee charged by that third party.

“ABC Governing Rules” is a reference to all laws, regulations and ABC Board directions regulating or otherwise affecting the conduct of the ABC, including the Australian Broadcasting Corporation Act 1983 and the ABC Editorial Policies, accessible at <http://about.abc.net.au/how-the-abc-is-run>, or as notified by the ABC from time to time.

“Ancillary Content” means all ancillary works and subject matter created by or on behalf of the Producer for the production and promotion of the Program including transcripts, outtakes, off cuts, research and all works and subject matter created for the production of but not included in the final version of the Program.

“Business Day” means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Sydney metropolitan area.

“Clip Licensing Rights” means the right to, and the right to authorise third parties to, license the copying and incorporation of parts of the Program of any length in other audio and audio-visual productions, and to license the exploitation of those other productions in any way now known or discovered in the future.

“Delivery Acceptance Date” means the date on which delivery of the Program is accepted by the ABC in accordance with clause 2(I).

“Delivery Materials” means the materials specified in Schedule 3 and the Online Publicity specified in the ABC Publicity Requirements in Schedule 1, or as otherwise approved by the ABC in writing.

“Distribution Rights” means the right to exploit and licence all rights, including copyright, in the Program, the Ancillary Content, the Format and the Underlying Works for the purpose of distribution in all media using any technology now known or invented in the future which, where such rights are granted to the ABC, shall be subject to a separate agreement between the ABC and the Producer dated on or about the same date as this agreement.

“Download To Own” means the right to exploit the Program for sale by any licensed means where users are permitted to download, make and store electronic reproductions of the Program on a permanent basis for private use only.

“Event of Default” includes the following circumstances:



- (a) if the standards of the script delivered by the Producer in the opinion of the ABC are unsuitable for production of the Program and such standards are not rectified to the reasonable satisfaction of the ABC;
- (b) if the Producer breaches a warranty or a material term of this Agreement which is not capable of rectification;
- (c) if the Producer breaches any other provision of this Agreement, excluding an immaterial breach not capable of remedy, and has failed to rectify the breach within ten (10) Business Days of written notice being given by the ABC requiring rectification of the breach; or
- (d) any one of the following events occurs:
 - (i) the Producer enters into a voluntary, compulsory or provisional liquidation;
 - (ii) an order is made or a resolution passed for the winding up or dissolution of the Producer;
 - (iii) a receiver and/or manager, trustee, administrator, other controller, as defined in the Corporations Act, or similar official is appointed over any of the assets or undertaking of the Producer and such appointee is of the opinion that the Producer is not able to continue trading;
 - (iv) the Producer ceases, or threatens to cease, carrying on business;
 - (v) a Security Interest over any of the assets of the Producer becomes enforceable or is enforced;
 - (vi) the Producer is unable, or deemed by law to be unable, to pay its debts as and when they fall due; or
 - (vii) after good faith consultation between the ABC and the Producer, the ABC determines that the Producer no longer meets the requirements of section 25(5) of the Australian Broadcasting Corporation Act 1983 (Cth) or section 12 and 13 of the ABC Editorial Policies – Principles and Standards as a direct result of a change in the beneficial ownership of the majority shareholding of the Producer or the effective control of the Producer.

"First and Matching Right " means that, where the Producer wishes to exploit the rights nominated (or any of them), the Producer must first deal exclusively with the ABC in respect of the rights and must first seek an offer for such rights from the ABC and give the ABC 20 Business Days to make an offer in writing. If the ABC makes an offer, the parties will then negotiate, in good faith, for 20 Business Days from receipt by the Producer of the ABC's written offer. If there is no offer or if agreement is not reached, the Producer will be free to seek an offer from a third party, as long as the terms agreed between the Producer and the third party are no less favourable to the Producer than those offered by the ABC, and subject to the Producer offering the ABC the right to match any offer made by a third party within 10 Business Days of the ABC's receipt of the details of the offer. If the Producer does not enter into an agreement with the third party for the rights then the ABC will continue to have a right to match any subsequent third party offers as set out herein.

"First Right to Negotiate" means that, where the Producer wishes to exploit any of the rights nominated, the Producer must first deal exclusively with the ABC in respect of the rights and must first seek an offer for such rights from the ABC and give the ABC 20 Business Days to make an offer in writing. If the ABC makes an offer, the parties will then negotiate, in good faith, for 20 Business Days from receipt of the Producer of the ABC's written offer. If there is no offer or if agreement is not reached, the Producer will be free to seek an offer from a third party, as long as the terms agreed between the Producer and the third party are no less favourable to the Producer than those offered by the ABC.

"Force Majeure" means any act of God, act of terrorism, revolution, civil strife, fire, flood, war, public disaster, plague or epidemic, government order, delay in transportation or other cause,



strike or labour stoppage, event or circumstance outside that party's control, which is not due to any lack of reasonable prudence or foresight.

“Format” means those characteristic and distinctive features of an episodic television program that are repeated in each episode, being the combination and order of the framework, concepts, outlines, situations, settings, themes, running order, storylines, scripts, characters, characteristics, relationships, designs and rules of the program or production..

“Free” means, in respect of any right, free of charge to the end user, other than fees or taxes levied by government agencies or ISP's.

“Free Download Rights” means the right to communicate the Program to the public by any ABC Free Online Service delivered free of charge whereby a user is permitted to download, make and store an electronic reproduction of the Program or part thereof, where such reproductions may be stored for the user's own private, personal and domestic use only, and the right to authorise third parties to communicate the Program in connection with such ABC Free Online Service, including on a scheduled or On Demand basis.

“Free Online Run” means the exercise of the Free Streaming Rights or Free Download Rights in the Program for a period of up to 30 consecutive days.

“Free Simulcast Streaming Rights” means the right to exercise Free Streaming Rights in the Program simultaneously, subject to any delay caused by technical constraints, with the exercise of the Free to Air Television Rights in the Program.

“Free Streaming Rights” means the right to communicate the Program (including by means involving reproduction or caching of data files in the course of such communication only and without a permanent copy being made) to the public any ABC Free Online Service delivered free of charge and the right to authorise third parties to communicate the Program in connection with such ABC Free Online Service, including scheduled, On Demand, and any other system of delivery of an Online Service.

“Free-to-Air Television Rights” means the right to communicate the Program to the public by any form of free television broadcast by any technology now known or discovered in the future including delivery by means of terrestrial transmitter, satellite, cable, fibre optic or microwave distribution.

“Free-to-Air Television Run” or “Run” means an exercise of the Free-to-air Television Rights by way of:

- (a) a digital run available on an ABC digital channel; or
- (b) a digital run available on an ABC digital channel and a simultaneous digital run available on any or all other ABC digital channels; and
- (c) a simultaneous stream of any run by way of the Free Simulcast Streaming Rights,

and where a run covers an area that has wholly or partly different local time, the run may be delayed in an area to account for different local time but completion of runs is at the ABC's discretion.

FTA Television Service means a free to air television service under the Broadcasting Services Act (1992).

“Geoblocked” means that access to content delivered by an Online Service is limited to users accessing an Online Service through an individual Internet Protocol (“IP”) address, or proxy server IP address, that is registered in Australia.

“Internet” means any networked computer telecommunications system that facilitates access to content using protocols, including internet protocols.

“Mobile Program Rights” means the right to, and the right to authorise third parties to, reproduce, use, distribute and exploit the Program, whether in audio or audio-visual form, in whole or in part, either alone or with other content, by means of any mobile telephone service, delivered by any technology now known or discovered in the future, whether presented interactively or On Demand or on a scheduled basis or otherwise, whether free of charge or



for payment of a fee or subscription, or for sale or hire or otherwise, and includes where users are permitted to download, make and store electronic reproductions of the Program on a permanent basis, exercised by means of any mobile telephone service, including but without limitation, download to own rights and download to rent rights.

"Music Publishing Rights" means the right to deal with the copyright in any original musical compositions and associated lyrics composed for use in the soundtrack of the Program or otherwise produced for the purposes of the Program, subject to the prior rights of Australasian Performing Right Association Limited or equivalent overseas bodies.

"On Demand" means upon the request of or at or near a time designated by the viewer or user.

"Online Program Rights" means the right to, and the right to authorise third parties to, reproduce, use, distribute and exploit the Program, whether in audio or audio-visual form, in whole or in part, either alone or with other content, by means of any Online Service, delivered by any technology now known or discovered in the future, whether presented interactively or On Demand or on a scheduled basis or otherwise, whether free of charge or for payment of a fee or subscription, or for sale or hire or otherwise, and includes where users are permitted to download, make and store electronic reproductions of the Program on a permanent basis, exercised by means of any Online Service, including but without limitation, download to own rights and download to rent rights.

"Online Service" means any service, whether for free or for payment of a fee or subscription, for carrying or transmitting data and/or communications by means of guided or unguided electromagnetic energy or both, using any technology now known or discovered in the future, including the Internet, and accessible by any fixed or mobile device.

"Pay" means, in respect of any right, on payment of a fee or subscription by the end user.

"Pay Per Use" means the right to exploit the Program by any licensed means where the Program is delivered for payment of a fee solely relating to, and for the permitted use of, the Program.

"Pay Television Rights" means the right to communicate the Program to the public by any television service, delivered by any technology now known or discovered in the future, delivered for payment of a fee or subscription, including any television service provided on a scheduled, On Demand, pay per view or any other basis.

"Pay Television Service" means a subscription television broadcast service under the Broadcasting Services Act (1992).

"Personnel" means the officers, employees, contractors and agents of a party or any of its related bodies corporate, and the officers, employees, contractors and agents of the contractors of that party or any of its Related Bodies Corporate.

"Producer Fees" means fees or expenses payable or due to the Producer, including production overheads.

"Program" means the Program described in Schedule 1 and any versions of it.

"Promotion Rights" means the right to use and to authorise others to use by any means and in all media including an Online Service or Website, excerpts of the Program, the title, names, likenesses and photographs of the artists, participants, performers, writers, producers and directors, still photographs of the Program, transcripts of the Program, and all Publicity Materials, in connection with the publicity and promotion of the Program (or the Series, if applicable).

"Publicity Material" means all the publicity materials specified in the Delivery Materials, any additional material specified as ABC Publicity Requirements and any other materials or Ancillary Content supplied by the Producer in connection with the publicity and promotion of the Program.

"Related Body Corporate" has the meaning set out in section 50 of the *Corporations Act 2001* (Cth).



“Remake” means any film, radio, television or online program based on the Program or the Script, and with substantially the same major characters and storylines as the Program, and for the avoidance of doubt includes any changed format versions and foreign remakes that are part of the same series as the Program.

“Rental Rights” means the right to exploit the Program for hire or rent by any licensed means where users are permitted to receive a reproduction and/or communication of the Program and/or to download, make and store electronic reproductions of the Program on a temporary basis for private use only.

“Safe Work Method Statement” means a statement in respect of work undertaken for the production of the Program that:

- (a) identifies the relevant work;
- (b) specifies the hazards relating to the work and any risks to health and safety associated with those hazards;
- (c) describes the measures to be implemented to control the risks;
- (d) describes how the control measures are to be implemented, monitored and reviewed; and
- (e) takes into account the circumstances at the relevant workplace that may affect the way in which the work is carried out and any other safety plans or requirements of that workplace,

and includes, as appropriate, a description of any equipment used in the work, the standards or codes to be complied with, the qualifications of the workers doing the work, including any necessary competency certificates and licences of the workers, and the training required to do the work.

“Safety Report” means a report in respect of the Program, setting out the hazard identification and risk assessment for the production of the Program and the measures put in place to eliminate or, if that is not reasonably practicable, to control those risks.

“Security Interest” means any mortgage, lien charge, pledge, claim, covenant or other interest in respect of or in connection with the Producer, its undertaking and property, the Program or the copyright in the Program in favour of any third party.

“Sequel” means any film, radio, television or online program featuring one or more leading characters in the Program who take part in events that are different from but related to and developed from the events in the Program whether before or after.

“Series” means the programs, including the Program, which are part of a series where identified as such in Schedule 1.

“Series Stacking” means that, where the Program or Series is more than one episode, the ABC may exercise the Free Streaming Rights in respect of each episode (other than the last episode) beyond the limited number of days (if any) specified in the ABC Licence Rights in Schedule 1, continuing from the date of first exercising the Free Streaming Rights for the episode in question for the Run in question until the expiration of the Free Streaming Rights in the last episode of the Program or Series for the Run in question.

“Spin Off” means any film, radio, television or online program that features and develops some or all of the characters, characterisations, scenarios, events, sequences, titles, names, and other features of the Program or any other cinematograph film that is part of the same series as the Program.

“SPV” means the special purpose company specified in Schedule 1 (if any) engaged by the Producer to produce the Program.

“Subsequent Series” means the next series of the Program only.

“Technical Specifications” means the ABC’s technical specifications for the Program available at http://www.abc.net.au/tv/independent/doc/ABC_Delivery_Specs.pdf.



“Underlying Works” means any and all materials or other creative contributions embodied in the Program, including scripts, sound recordings, musical works, literary works, dramatic works, artistic works, cinematograph films, photographs, patents, designs, trade marks, performances or other contribution of services.

“Website” means a page or pages on the Internet.

“Website Creation Rights” means the right to create a Website relating to the Program for publication on an Online Service delivered by any technology now known or discovered in the future, whether delivered free of charge or for payment of a fee or subscription.

“WHS” means work, health and safety.

“WHS Authority” includes any federal, state or local government, statutory or other authority, body or regulator with power and responsibilities in respect of work health and safety.

“WHS Incident” means any incident requiring notification to an authority or regulator under the WHS Laws, as applicable.

“WHS Laws” means the *Work Health & Safety Act 2011* (Cth) and *Work Health & Safety Regulations 2011* (Cth) and all comparable State and Territory occupational and work health and safety laws and regulations in force from time to time.

2. Production and Delivery of the Program

- (a) The Producer must produce and deliver the Program and the Publicity Materials in accordance with the Production Schedule and Delivery Date or as otherwise approved by the ABC in writing and comply with the ABC Publicity Requirements.
- (b) The Producer must produce the Program in accordance with the approved elements contained in the ABC Creative Approvals. The Producer must obtain the written approval of the ABC in respect of all ABC Creative Approvals and any changes. The ABC’s approval will not be unreasonably withheld or delayed, will have regard to the Budget, the Production Schedule and will not be inconsistent with any previous approvals. If the ABC withholds its approval under this clause 2, the parties agree to negotiate in good faith in a timely manner until the ABC’s approval has been obtained.
- (c) The Producer will ensure that the ABC is regularly consulted during all stages of production.
- (d) The Producer must not vary the duration of the Program without the prior written approval of the ABC.
- (e) The Producer must produce the Program in accordance with the ABC Governing Rules, including the ABC Editorial Policies and in particular Editorial Standard 1, 12 and 13 available at <http://about.abc.net.au/how-the-abc-is-run/what-guides-us/our-editorial-policies/>
- (f) The Program must be suitable for the Classification in accordance with the guidelines specified in the ABC Code of Practice, a copy of which can be found at <http://www.abc.net.au/corp>.
- (g) Up until delivery of the Program, the Producer must have the Insurance. The Producer must provide the ABC with certificates of currency.
- (h) The Producer must, in respect of the production of the Program:
 - (i) comply, and ensure its Personnel comply, with WHS Laws;
 - (ii) warrant that it:
 - (A) has a WHS system that meets the requirements of WHS Laws, including in respect of hazard identification, risk assessment, training, supervision and monitoring;



- (B) will undertake before production of the Program commences relevant hazard identification and risk assessment for the work to be undertaken and will before the production of the Program commences put in place Safe Work Method Statements or other appropriate procedures to eliminate or, if that is not reasonably practicable, to control those risks, with such information to be set out in a Safety Report;
- (C) will provide a copy of its Safety Report to the ABC before production of the Program commences;
- (D) will review its Safety Report as required to ensure that it is up to date and reflects any changes to works, and provide to the ABC a copy of any such updates as soon as practicable;
- (E) will ensure its Personnel are at all times adequately supervised and, before production of the Program commences, are appropriately trained and hold any necessary qualifications and licenses required to perform their work on the Program;
- (F) will ensure that a safety officer or other worker who is suitably qualified in WHS and whose responsibilities include WHS will attend the site periodically as necessary during production to ensure compliance with safety requirements;
- (G) will audit and monitor compliance with its WHS system;
- (iii) immediately notify the ABC of any WHS Incident, or visits by or notice or correspondence from any WHS Authority as soon as practicable after the incident occurs;
- (iv) comply with WHS directions issues by any WHS Authority, within timeframes required by the WHS Authority; and
- (v) if required by the ABC, provide the ABC with documents or other information regarding the compliance by the Producer with its obligations under this clause 2(f).
- (i) The Producer must ensure that, in respect of any personal information collected, stored or used in the course of producing the Program, it and its contractors do not act, or engage in any practice, that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by the ABC. The Producer agrees to make itself and its contractors available in the event of a privacy audit or investigation of the ABC by the Privacy Commissioner. The Producer must comply with:
 - (i) such other Commonwealth, State or Territory legislation related to privacy which is relevant to the Agreement;
 - (ii) any directions made by a Privacy Commissioner relevant to the Agreement;
 - (iii) any privacy procedures of the ABC and any reasonable direction relating to privacy given by the ABC.
- (j) The Producer must immediately declare any conflict of interest that it, or its employees or contractors, may have in connection with the Program and ensure that contracts with Key Cast/Talent (including any host or presenter) comply with the Key Cast/Talent Requirements specified in Schedule 1.
- (k) The Producer must deliver to the ABC the Delivery Materials, which must comply with the Technical Specifications and be of first-class technical quality, on or before the Delivery Date or such other date approved by the ABC in writing.
- (l) The ABC will have thirty (30) Business Days from delivery of the Delivery Materials to notify the Producer if the Delivery Materials do not meet the ABC's requirements whereupon the Producer will remedy all defects and re-deliver to the ABC within



fifteen (15) days until delivery is accepted. If the ABC does not object to delivery within thirty (30) Business Days of any delivery or re-delivery then the Delivery Acceptance Date will be the date of such delivery.

- (m) The ABC may, at any time after acceptance of the Program, undertake editing and adaptation (including closed captioning) of the Program in order to facilitate the timing requirements of the ABC's transmission and communication schedules, meet the requirements of broadcasting authorities or the ABC Governing Rules, ensure the Program meets any legal or classification requirements or to avoid any breach of law and to exercise the Promotion Rights. If requested by the ABC (any subject to any third party clearances), the Producer will supply Ancillary Content to the ABC for the purposes of such editing and adaptation.
- (n) If, after delivery of the Program, the ABC becomes aware of any material factual inaccuracy in the Program, the ABC may require the Producer to edit the Program to rectify the material factual inaccuracy and such rectification shall be at the Producer's cost unless a person in the position of the Producer, having made all reasonable enquiries in accordance with industry standards, would not have been aware of the factual inaccuracy prior to delivery of the Program (in which case the rectification shall be at the ABC's cost).
- (o) The Producer must comply with the ABC Television End Credit Guidelines for Commissioned Productions available at http://www.abc.net.au/tv/independent/doc/ABC_Commissioned_Productions_Credit_Guidelines_2014.pdf and any exploitation of the Program by the ABC and the Producer during the ABC Licence Period must include the ABC Credit and all promotions and publicity must credit both the ABC and the Producer.;
- (p) Where there is a special purpose company (SPV) defined in Schedule 1, the Producer agrees that the agreement between the Producer and the SPV is subject to ABC approval, the Producer shall be liable to the ABC for any breach of this Agreement whether by the SPV or the Producer and the ABC's performance of its obligations in favour of the SPV shall discharge the ABC's obligations to the Producer. The SPV, if any, agrees that it shall be jointly and severally liable with the Producer to the ABC in respect of any of the Producer's obligations under this Agreement.

3. Budget Funding and Reporting

- (a) The Producer must secure finance for production of the Program in accordance with the Finance Plan. The Producer will not change the Finance Plan or the terms upon which such finance is provided and will not seek to obtain any other investment or funding or any sponsorship, fee, free goods or services or any benefit from any party, without the prior written consent of the ABC. The Producer acknowledges that all funding for the Program must comply with the ABC Governing Rules, in particular sections 12 and 13 of the ABC Editorial Policies – Principles and Standards and any related Guidance Notes.
- (b) If required by the ABC, the Producer will establish a separate production account for the Program with an Australian bank solely for receiving and disbursing the funding for the Budget.
- (c) The ABC will pay the ABC Licence Fee into the production account nominated by the Producer in accordance with the Payment Schedule on invoice provided that the ABC will have no obligation to pay the ABC Licence Fee until:
 - (i) confirmation of all finance in accordance with the Finance Plan in a form approved by the ABC;
 - (ii) compliance by the Producer with its obligations under this Agreement due to be fulfilled by the relevant date;
 - (iii) approval by the ABC of any chain of title documents, if required by the ABC;



- (iv) in respect of the pre-production payment, provision to the ABC of certificates of currency of the Insurance;
and the provision of any instalment of the ABC Licence Fee does not constitute a waiver of these requirements..
- (d) The Producer must produce the Program and Publicity Material in accordance with the Budget, the details of which are contained in Schedule 2
- (e) The Producer must obtain the ABC's prior written approval over:
 - (i) any changes to the total Budget;
 - (ii) any changes to the approved Producer Fees;
 - (iii) variations of more than 10% in any Budget category; and
 - (iv) any application of the contingency to any variation in any line item in the Budget.
- (f) The Producer must notify the ABC in writing which line items in the Budget are to be paid to the Producer, the SPV (if any), or a company related to the Producer, and any variations to the Budget which result in any other amounts being paid to the Producer, the SPV (if any) or a company related to the Producer.
- (g) The Producer must provide the ABC with:
 - (i) a cost report on completion of pre-production; and
 - (ii) a final cost report upon completion of the Program, audited if required,and keep (and make available if requested by the ABC) full, proper and accurate books of account in relation to expenditure for the production of the Program.
- (h) All overages in the Budget incurred by the Producer will be borne by the Producer unless otherwise agreed by the ABC in writing.

4. Copyright and Grant of Rights

- (a) Copyright in the Program is owned solely by the Copyright Owners listed in Schedule 1.
- (b) In consideration of the ABC Licence Fee, the Producer grants to the ABC the ABC Licence Rights for the ABC Licence Territory commencing on the Delivery Acceptance Date of the Program and continuing for the ABC Licence Period.
- (c) Subject to clause 4(d) the Producer must obtain the Clearances for the Program, Publicity Materials, Underlying Works and Format (if any), including without limitation clearance of all intellectual property rights, copyright, performers rights, moral rights or any other right, which must be paid for from the Budget, subject to any specific terms in respect of Clearances noted in Schedule 1.
- (d) The ABC will pay all necessary fees to APRA and PPCA in respect of the exercise by the ABC of the ABC Licence Rights provided that the musical works and sound recordings, as applicable, comply with the restrictions imposed on the ABC by those organisations as are set out in Schedule 4.
- (e) Scheduling of the Program is at the ABC's absolute discretion.
- (f) The Producer must not exercise or authorise any person to exercise the nominated rights during the nominated period specified in the Holdback in the ABC Licence Territory and Worldwide Premiere Holdback subject to any exceptions noted in Schedule 1.
- (g) The ABC may make and retain copies of the Program, including for purposes of archiving the Program and to meet its obligations under the Archives Act 1983.

5. Child Protection

- (a) Without limitation to any other provision of this Agreement, the Producer must:
- (i) comply with the ABC's Child Protection Obligations for External Parties, a copy of which is available at <http://about.abc.net.au/wp-content/uploads/2016/03/ABCChildProtectionObligationsforExternalParties.pdf>;
 - (ii) require its Personnel who have contact with children and are required by law, or requested by the ABC, to obtain and maintain a valid Working with Children check clearance or equivalent;
 - (iii) prior to commencing any work with children, provide the ABC's Child Protection Officer via email (child.protection@abc.net.au) with the current Working with Children number or equivalent for its Personnel who will have contact with children;
 - (iv) notify the ABC immediately of any breach or suspected breach of the ABC's Child Protection Obligations for External Parties and fully cooperate with any investigations into such incidents undertaken by the ABC, or a person or organisation appointed by the ABC.
- (b) The ABC may in its absolute discretion immediately terminate or suspend performance of this Agreement if it forms the view that the Producer has breached this clause 5.

6. General

- (a) The Producer warrants to the ABC that:
- (i) it holds all rights (including rights in the Format, if any) necessary to produce the Program and any Subsequent Series, Spin Off, Sequel or Remake without infringing the rights, including copyright, of any third party;
 - (ii) it will obtain and pay for all necessary consents, licences and clearances in accordance with clause 4(c);
 - (iii) it will observe and comply with the terms of the relevant industrial awards in all dealings with performers and others under this Agreement and will ensure the safety and security of all personnel engaged in production of the Program, including compliance with all applicable occupational health and safety laws and regulations;
 - (iv) the Program as delivered will not contain any material which breaches another person's copyright or is capable of being the subject of enforceable legal claims which may impede the ABC's exercise of its rights under this Agreement or breaches the ABC Governing Rules and the Producer will immediately notify the ABC of any claim, including without limitation any action, procedure or demand, actual or threatened, against the Producer or in respect of the Program;
 - (v) where the Program contains factual information, the Producer will ensure that the facts contained in the Program are accurate subject to Clause 2(n).
 - (vi) it has obtained independent legal and financial advice (including in-house or external) in relation to its rights and obligations under this Agreement prior to entering into this Agreement;
 - (vii) it will at all times during production of the Program comply with all applicable WHS Legislation, regulations, guidelines, standards and procedures; and
 - (viii) it will comply with all State and Federal legislation in Australia which is applicable to the production and exploitation of the Program;



- (b) The Producer indemnifies and keeps indemnified the ABC against any loss, claims, injury, damage or liability (including legal costs properly incurred) arising out of a breach of these warranties.
- (c) The contents of this Agreement are confidential to the Producer and the ABC and may only be disclosed for the purpose of obtaining legal or financial advice or investor approval where required, or as otherwise permitted by law.
- (d) The Producer agrees that any approval to be obtained by the ABC under this Agreement must be obtained from the ABC Representative.
- (e) The ABC may by written notice to the Producer immediately terminate this Agreement if the Producer commits an Event of Default.
- (f) If the ABC terminates this Agreement as a result of the Producer committing an Event of Default, in addition to any other remedies available at law or in equity, the ABC may by written notice to the Producer, elect to act as a producer in place of the Producer or may appoint a replacement producer. The Producer will promptly do everything necessary to allow the ABC to act as replacement producer.
- (g) Any notice given under this Agreement, including notice of termination or breach, must be in writing and directed to the recipient specified for the notice in Schedule 1.
- (h) All prices are exclusive of GST. If GST is imposed on any taxable supply made under or in connection with this Agreement, the recipient must pay to the supplier the GST in addition to and, unless otherwise agreed, at the same time as payment for the taxable supply is required to be made under this Agreement subject to a valid tax invoice.
- (i) Nothing in this Agreement will be construed as constituting a relationship of employment, partnership or agency between the Producer and the ABC. Neither party is entitled to incur any liability on behalf of the other nor represent that it has the authority to do so.
- (j) This Agreement may be executed in any number of counterparts, including by electronic communication, and those counterparts taken together are one agreement. The parties acknowledge and agree that signature by electronic communication will constitute both writing and signing of this Agreement and the date of the Agreement will be the date it was last signed.
- (k) This Agreement will be governed by the law of New South Wales and the parties hereby consent to the jurisdiction of the courts of New South Wales.
- (l) This agreement contains the entire agreement between the parties and no variation to this Agreement will be effective unless in writing and signed by both parties.
- (m) The Producer may not assign this Agreement without the prior written consent of the ABC.
- (n) The parties will use reasonable endeavours to ensure that any records relating to this Agreement are kept in digital format.

Schedule 2



BUDGET

ATTACHED

Licence Agreement

DELIVERY MATERIALS

The Delivery Materials mean each of the following:

PROGRAM MATERIALS:

- (a) File delivery: in accordance with the Technical Specifications available at http://www.abc.net.au/tv/independent/doc/delivery_specification_for_standard_definition_and_high_definition_programs_as_files.pdf [Note Open Captions must comply with the Technical Specifications];
- (b) a document setting out all information relating to the transmission of the Program, including the title, episode number, mode of original recording, names of the director and producer, duration, completion date, opening cue and closing cue (files to be provided as Word and PDF and PC formatted);
- (c) DVD copies of each episode of the Program generated from the delivered file to in (a) above:
 - (i) **For all programs (excluding those programs set out below in (ii) and (iii)):**
 - (A) three (3) copies with a transparent burnt in time-code (matching the master tape time-code) at top of frame (BITC); and
 - (B) five copies (no BITC);
 - (ii) **For Children's programs:**
 - (A) two (2) copies with a transparent burnt in time-code (matching the master tape time-code) at top of frame (BITC); and
 - (B) one (1) copy (no BITC);
 - (iii) **For Drama and Narrative Comedy programs:**
 - (A) three (3) copies with a transparent burnt in time-code (matching the master tape time-code) at top of frame (BITC); and
 - (B) seven (7) copies (no BITC);
- (d) Website Content Materials (other than Social Media Materials) where specified in Schedule 1 - High Resolution video files (technical specifications to be advised by the ABC) delivered on external hard drive (formatted for PC) or provided by download (to be agreed) plus 2 DVD screeners. DVD screeners should be chaptered per excerpt, with BITC pertaining to each of the excerpts themselves;
- (e) One (1) Copy of theme music as MP3 File provided on disc;
- (f) Clean dialogue tracks (SFX & music not required) for the Program, provided as .wav files on disc and in addition, clean audio stems for promotional use; and
- (g) a copy of all other Ancillary Content of the Program, if requested by the ABC.

The following documentation to be provided on two (2) disc copies (files to be provided as Word and PDF and PC formatted):

- (h) One (1) copy of post-production scripts provided;
- (i) For **Factual and Documentary/Arts programs**, Annotated Scripts (when requested) to be delivered to the Commissioning Editor by Fine Cut (with updates for any subsequent additions to the program to be provided by Picture Lock). These must include 2 sources confirming accuracy of any factual assertions made in the program (unless otherwise approved in writing by the ABC);



- (j) Completed ABC TV On Screen Portrayal Form (**OSPF**);
- (k) list of any indigenous creatives and on-screen talent involved with the Program;
- (l) music cue sheets setting forth the titles of the compositions, the position in the soundtrack, duration of the compositions, and the name of the owner or owners of copyright therein and the name and address of the arranger(s) and of the publisher(s) of the compositions if published;
- (m) one completed (1) copy of copyright licences and clearance documentation, including all writers' contracts, performer's agreements, music commission agreements, release forms for persons appearing in the Program and all other copyright documentation. The Producer must provide a list of all performers and writers contributing to the Program. The Producer must include the following matters in relation to all copyright contracts and clearance documentation it obtains:
 - (i) identify material;
 - (ii) owner of material;
 - (iii) name and contact details of person for whom clearance obtained;
 - (iv) purpose for which material cleared;
 - (v) territory for which material cleared;
 - (vi) any limitations or other terms in relation to use of the material;
 - (vii) details of the negotiated fees and any other amounts payable to writers and actors to enable exploitation of the Program in any form; and
 - (viii) such other information to enable the ABC to clear further underlying rights in the Program;
- (n) certificate of currency for errors and omissions insurance where such insurance is specified in the Insurances listed in Schedule 1.

PUBLICITY MATERIALS:

Publicity Materials

- (o) For all programs, a Word document of a first class professional standard to be delivered in electronic copy (on CD) or by File Transfer Protocol (FTP) no later than eight (8) weeks after completion of principal photography and in any event no later than 4 weeks prior to the Delivery Date (or where staggered delivery is agreed in Schedule 1, the first Delivery Date) (unless required earlier as specified) comprising:
 - (i) in the case of Drama programs, prior to the commencement of principal photography, an 'in production' press kit, including series synopsis/overview, key cast biographies, and production details, to assist with on-set media visits where applicable;
 - (ii) a detailed synopsis of the Program (or series overview) consisting of a minimum of 400 words (equivalent to one A4 page);
 - (iii) a description of the Program (or overview of the series) that is equivalent to a maximum of 225 characters including spaces, and does not include the title of the program (for use in the EPG);
 - (iv) a one line (20-25 words) description of the Program;
 - (v) a detailed synopsis of each episode (if applicable) consisting of a minimum of 250 words (equivalent to half an A4 page) per episode;



- (vi) a description of each episode (if applicable) that is equivalent to a maximum of 225 characters including spaces and does not include the title of the Program (for use in the EPG);
- (vii) a one line (20-25) description of each episode (if applicable);
- (viii) background production and 'making of' notes, which may include stories or incidents which occurred during the making of the Program, consisting of a minimum of 250 words (excluding animation programs), where requested;
- (ix) up-to-date biographies of the Producer/Director and Key Creatives plus a program maker's personal statement regarding the Program consisting of a minimum of 250 words (equivalent to half an A4 page), where requested;
- (x) up-to-date biographies of Key Cast/Key Talent/Voice Talent, including quotes and comments regarding the Program;
- (xi) a list of agreed talent/featured expert social media accounts and profiles, where requested;
- (xii) character descriptions of major characters of the Program, minimum 250 words (equivalent to half an A4 page) per character, where requested;
- (xiii) in the case of documentaries/dramatised documentaries, accurate background information for the Program (i.e. pertinent historical facts, including a timeline or statistics where useful, information on the region or further information on the subject) consisting of a minimum of 400 words (equivalent to one A4 page);
- (xiv) key bibliographic references in any media (e.g., book, film or web), where requested;
- (xv) any graphics material available including title graphics, composite images from title sequences, maps, sales brochures or video, to be delivered in jpeg format;
- (xvi) mobile phone and email contact details and/or website address of the production company or filmmaker and (if applicable) useful links to relevant websites, agents for key cast, unit publicist (of applicable);
- (xvii) credit line for the Program as a whole, together with copies of all logos, to be used in publicity, crediting production companies and any other funding partners as required to meet the Producer's contractual obligations in relation to credits;
- (xviii) credit line to be used in publicity, crediting cast, creative personnel and members of the production team as required to meet the Producer's contractual obligations in the relation to credits;
- (xix) such other promotional material relating to the Program as the producer may have available;

Photography

- (p) A sample of unit photography must be supplied to the ABC as a preview of the style being used within five (5) days of principal photography for approval by the ABC. The Producer must supply photographic material of a first class professional standard, by an ABC approved photographer, shot on digital camera with the images in JPEG format (no less than 300 dpi resolution, dimensions to be not less than A4 size) and the file for each photo to be captioned (e.g. program name_ actor_ character_ episode #), to be pre-approved by cast and crew as required and delivered no later than eight (8) weeks after completion of principal photography, and in any event no later than four (4) weeks prior to the Delivery Date comprising:

For Narrative and Entertainment programs:

- (i) **taken at a gallery shoot:** (in a combination of portrait and landscape)
 - (A) minimum of 6 group images of the Key Cast together;



- (B) minimum of 4 individual portraits of each member of the Key Cast in character (with at least 1 full length shot of each);
- (C) minimum of 4 individual portraits of each lead actor (not character based, with at least 1 full length shot of each);
- (ii) **taken on set:** (in a combination of portrait and landscape)
 - (A) minimum of 8 images per episode, depicting key storylines; and
 - (B) additional photography, where required by the ABC:
 - (I) minimum of 15 behind-the-scenes images;
 - (II) minimum of 6 behind-the-scenes images exclusive to the ABC;

For Documentary and Factual/Arts programs:

- (iii) a minimum of 4 images per episode, reflecting the content of the Program including Key Talent (presenter/producer) in a relevant location. These may include archival images cleared for publicity use.

For Animation programs:

- (iv) 4 to 6 x digital still images per episode (Episodic);
- (v) 5 x group shots of key characters in situ;
- (vi) 5 x group shots of key characters on transparent backgrounds;
- (vii) 4 to 6 x digital still images in situ of each key character (Individual characters stills);
- (viii) 4 to 6 x digital still images on transparent backgrounds of each key character (Individual characters stills);
- (ix) 4 to 6 group images of each lead actor/Voice Talent;
- (x) 4 to 6 individual portraits of each lead actor/Voice Talent;
- (xi) 2 to 4 group images of each Key Creative/s; and
- (xii) 4 to 6 individual portraits of Key Creative/s.

Note: screen grabs are unacceptable, except in the case of Animation.

If the ABC is not satisfied with the photographs submitted, the Producer will use its best endeavours to submit further photographs to meet the ABC's requirements, whether by seeking further approvals or otherwise.

Social Media Materials

- (q) For programs nominated by the ABC:
 - (i) list of agreed talent/featured expert social media accounts and profiles;
- (r) For all programs:
 - (i) ABC premiere video clip extras/assets, with a 30 day exclusivity period for ABC TV marketing/iView use, prior to the first primary broadcast, comprising of:
 - In the case of narrative and entertainment programs (including Children's narrative and entertainment programs):**
 - (A) Minimum 8 x clip excerpts of the Program (1 to 3 minutes each);
 - (B) Minimum 4 x behind-the-scenes interview clips with Key Cast/Key Talent (30 seconds to 2 minutes each);
 - (C) Minimum 2 x behind-the-scenes interview clips with key crew (30 seconds to 2 minutes each);



- (D) Minimum 2 x additional behind-the-scenes clips e.g. location, special effects, outtakes, bloopers (30 seconds to 2 minutes each); and
- (E) Additional deliverables as determined in collaboration with ABC social media rep;

In the case of Documentary and Factual/Arts programs (including Children’s documentary and factual programs) and for programs commissioned for iview:

- (F) Minimum 2 x clip excerpts per episode of the Program (30 seconds to 2 minutes each);
- (G) Minimum 1-2 video extras per episode e.g. deleted scenes, behind-the-scenes, video diaries (30 seconds to 2 minutes each); and
- (H) Additional deliverables as determined in collaboration with ABC social media rep;

Note that where a program is commissioned for iview, the Producer may request an alternative social medial materials package, to be agreed by the ABC.

In the case of Animation programs:

- (I) Minimum 3 – 4 clip excerpts (30 seconds to 2 minutes each) from the program; and
 - (J) Minimum 1 x additional behind-the-scenes e.g. interview with key crew or clip on the animation process (30 seconds to 2 minutes),
- (ii) Video clip extras/assets ‘information sheet’, identifying the video clips with a description, whether it is from a particular episode or generic to the series, length, any limitations on timing (ie pre or post screening of the episode- to avoid spoilers).

Additional ABC Publicity Requirements

- (s) Where agreed, celebrity guest playlist including key talent filmed for max 2 minutes identifying favourite programs on iview.
- (t) Where agreed, Key cast nominated by the ABC to be available for an agreed number of publicity days in addition to publicity during production.
- (u) Where agreed, any other special publicity requirements.
- (v) Where required by the ABC, Unit Publicist to be included in the budget.

Social Media Materials Technical Specifications

For acceptable quality compression, ABC TV Digital Products requires high resolution Quicktime (.mov) files **exported** from Final Cut Pro which adhere to the following file specifications:

File Format	Quicktime Movie – Self Contained, must have VISIBLE .mov file extension
Video Codec	Apple Pro Res 422HQ, 444HQ (SD, HD), DVCPPro50 (SD),
Frame Rate	(25 fps)
Pixel Dimensions	SD (720x576 Anamorphic or 1024x576) HD (PAL 1920x 1080)
Audio Codec	Linear PCM
Audio Sample Rate	48kHz
Audio Bit Depth	16 or 24 bit



Tracks	One stereo pair (2 tracks) only– all files delivered must have 2 audio tracks, even if the tracks contain no audio.
File Naming	Social Clips should be named relative to the series and episode that they relate to - for example: (where ABCID is known) : ZW0681A006S00MA1D1_BringinOurStoriesHome_SOC_01.mov (where ABCID is unknown) : BringinOurStoriesHome_SOC_01.mov
Other details	Files must be labeled clearly and must begin on first frame of vision (ie. No Bars & tone, No countdown, No ident card) and must finish on the last frame of the credits.

MUSIC CLEARANCES

The following outlines the restrictions applicable to use of music in programs produced by independent producers which rely on the ABC's blanket licences as applicable in accordance with the ABC Licence and Investment Agreement. Any use of music other than as noted below or any clarification to these requirements requires approval of ABC Rights Management and the ABC Representative in writing.

ABC/APRA BLANKET LICENCE

This agreement allows the ABC to communicate programs containing published compositions and production music and production music sound recordings via television and online in Australia on the following terms:

Conditions:

1. The published music must be within APRA's repertoire
2. Online simulcast and streaming is unrestricted but download is subject to the following restrictions :
 - Total duration of all published compositions and production music must be less than 50% of the total duration of the Program as vodcast.

Exclusions:

1. The following grand rights works are excluded and must be cleared prior to each use:
 - any entire "dramatic-musical work" meaning an opera, operetta, musical play, revue or pantomime
 - use of excerpts of 'dramatic-musical works' if accompanied by stage costumes etc unless approved in writing by ABC Rights Management to ensure compliance with licence restrictions;
 - oratorios or major choral works in their entirety, or excerpts that exceed 20 minutes;
 - music written for a ballet if accompanied by footage of the ballet;
2. Published music accompanied by words other than those published or normally associated with the music is excluded.

ABC/PPCA BLANKET LICENCE

This agreement allows the ABC to communicate programs containing commercial sound recordings and, subject to the restrictions noted below, music videos via television and online in Australia on the following terms:

Conditions:

1. The record label must be within PPCA's repertoire;
2. The artists/labels must not be specifically excluded from the agreement (see 'Exclusions' below)
3. Promotional clips supplied by the Producer which include commercial sound recordings must be approved in writing by ABC Rights Management to ensure compliance with the licence restrictions.
4. Online simulcast and streaming of such programs is unrestricted (except music videos which are limited to incidental use).
5. Download is subject to the following restrictions:



- Commercial sound recordings must not be used 'back to back';
- The use must be incidental, that is- no more than 60 seconds of a track may be used at a time and the combined total duration of all commercial sound recordings must be less than 10% of the total duration of the Program as vodcast;

Exclusions:

1. Current Artist Exclusions include:
 - AC/DC – video clips and commercial sound recordings;
 - Beatles and solo members - video clips
2. The use of any sound recording in a program to be made available online prior to commercial release of that sound recording;

The following is applicable only where expressly noted in Schedule 1 under Clearances.

ABC/AMCOS BLANKET LICENCE

This agreement allows the reproduction ('synchronisation') of **published compositions** in programs and inclusion of **production library music** and their sound recordings in programs for communication by the ABC via television and online on the following terms:

Conditions:

1. The published music or production library catalogue must be within AMCOS' repertoire;
2. The program must be:
 - made by the ABC (as principal and not agent), or
 - fully funded by the ABC; or
 - funded by ABC and the producer only, where the producer has invested an amount limited to the amount of the producer offset; or
 - one where the ABC has contributed at least 50% of the total equity, excluding any payment by way of licence fee, distribution advance or presale payment;
3. For published music only, the published music is not used as theme music;
4. Promotional clips supplied by the Producer which include published music or production library music must be approved in writing by ABC Rights Management to ensure compliance with the licence restrictions;
5. Online simulcast and streaming are of such programs is unrestricted but download is subject to the following restrictions:
 - Total duration of all published compositions and production music must be less than 50% of the total duration of the Program as vodcast.

Exclusions:

The following exclusions apply to both **published compositions** and **production library music**:

1. Use of published music with anything other than the usual lyrics;
2. Putting the lyrics or musical work of any published or production music into graphic form;
3. Changing or making an adaptation of any published or production music
4. Producing published or production music as a music video.

Note that if the AMCOS agreement applies to the Program, where the ABC has picked up distribution rights, the ABC may be able to clear a limited set of distribution rights in Australia under its distribution arrangements with AMCOS. Please discuss this with ABC Rights Management.