

Programme ID Number:
Programme Title:

LICENCE AGREEMENT FOR PROGRAMMES COMMISSIONED BY S4C UNDER THE S4C CODE OF PRACTICE AND TERMS OF TRADE 2007

This Agreement is made on the **20xx**
BETWEEN

- (1) S4C of Parc Tŷ Glas, Llanishen, Cardiff, CF14 5DU ("S4C); and
- (2) (Company Number) ("the Producer")

IT IS AGREED AS FOLLOWS :

- 1. In consideration of the undertakings on the part of the Producer contained in the Agreement S4C commissions the Producer and the Producer warrants agrees and undertakes to produce and Deliver the S4C Programme to S4C in accordance with the terms of the Agreement. "The Agreement" means together (1) this Agreement (2) the Appendix attached to this Agreement (3) the General Terms which are to be found at http://www.s4c.co.uk/production/downloads/forms/e_general_terms13.pdf and which are incorporated into the Agreement as if they were set out in full below and (4) all other documents which are incorporated into the Agreement by reference.
- 2. In consideration of the payment of the Licence Fee by S4C to the Producer, the Producer irrevocably grants the S4C Rights to S4C and its Group Companies during the Licence Period and any Extended Licence Period.
- 3. Expressions used in the Agreement shall be interpreted in accordance with the General Terms and the particulars of the Appendix.

Signed and agreed for and on behalf of S4C by an authorised representative:

..... (title)

Signed and agreed for and on behalf of the Producer by an authorised representative :

..... (title)

APPENDIX

PART I

EDITORIAL AND BUSINESS BRIEF

Please see attached

5 **Total Estimated Cost**

Item	Category	Budget Cost
03	Management Fee	
05	Copyright / Scripts	
06	Producer / Director	
07	Artists	
08	Presenters	
09	Prod' Unit Salaries	
10	Assistant Directors	
11	Crew – Camera	
12	Crew – Sound	
13	Crew – Lighting	
14	Crew – Design	
15	Crew – Wardrobe	
16	Crew – Editing	
17	Crew – Others	
18	N.I. Personnel	
19	Design & Set Materials	
20	Ward' / M-Up Materials	
21	Production Equipment	
22	Facilities	
23	Studios / Ob	
24	Other Prod' Facilities	
25	Film / Tape Stock	
26	Post Production – Film	
27	Post Production – Tape	
28	Archive Materials	
29	Titles & Graphics	
30	Music	
31	Travel / Transport	
32	Hotel / Living	
33	Other Prod' Costs	
34	Insurance	
35	Administration	
36	Misc' Direct Costs	

Total Estimated Cost

Total Value of Key Elements

S4C Licence Fee to Producer
Insurance
Cyfle Contribution
Other Advances

Agreed S4C Licence Fee

Supplier Advances

PART 2
PROGRAMME SPECIFIC TERMS

A. The S4C Rights

For the avoidance of doubt, the S4C Rights shall be as follows:-

The Primary Rights [save as varied below:]

B Clearances

1.

2. S4C shall be entitled to Webcast the S4C Programme in accordance with the Terms of Trade during the Licence Period and any Extended Licence Period free and clear from all or any claims, limitations or encumbrances and without further payment to the Producer or to any contributor to the S4C Programme or to any third party SAVE THAT:

C Licence Period

7 years from date of first Broadcast of the S4C Programme on the S4C Services.

D Deliverables Schedule

The following materials shall be delivered to S4C by the following dates, failing which (in any individual case) S4C shall be entitled to deduct from sums due to the Producer or to claim as a debt payable on demand, liquidated damages in the sum of per day in respect of The Transmission Copy and £ in respect of the rest.

<u>Code</u>	<u>Deliverable</u>	<u>Episode</u>	<u>Delivery Date</u>	<u>Delivery Time</u>
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E Any other special stipulations

PART 3
CASHFLOW AND MILESTONES

Please see cashflow attached

Milestones

Approval Stage	Date for delivery to Content Editor	Period for Approval
a. Programme Outline		
b. Running Order/Treatment		
c. Outline Production Schedule Key Personnel Principal Artists		
d. Script		
e. Shooting Schedule Production Rushes		
f. Rough Cut		
g. Fine cut/Final on-line		
h. On-screen credits		
i. Final Dub		
j. Transmission copy/Technical Acceptance		