



Musicians'  
Union



# **BBC/MUSICIANS' UNION AGREEMENT**

**2011**

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**This Agreement is between:**

- (1) THE BRITISH BROADCASTING CORPORATION, of Broadcasting House, Portland Place, London W1A 1AA (“the BBC”), and**
- (2) THE MUSICIANS’ UNION, of 60-62 Clapham Road, London SW9 0JJ (“the MU”)**

**(A) SCOPE OF AGREEMENT**

**This Agreement sets out the minimum terms and conditions for:**

- (i) the engagement of professional musicians who perform music for their livelihood, including instrumentalists, vocalists and Musical Directors (“Musician(s)”) to give Performances for inclusion in BBC Content;
- (ii) the use of BBC Content containing Performance(s) given under the terms of this Agreement;
- (iii) the Secondary Use of BBC Content containing Performances given in accordance with any and all previous agreements between the BBC and the Musicians’ Union (“Previous Agreements”); and
- (iv) the engagement of Contractors to procure the services of Session Musicians.

**(B) PURPOSE AND EFFECT OF AGREEMENT**

**This Agreement shall:**

- (i) come into effect on 19<sup>th</sup> September 2011 (“the Commencement Date”); and
- (ii) replace all Previous Agreements with the Musicians’ Union concerning the subject matter of this Agreement; and
- (iii) continue to have effect unless or until terminated by either party giving six months’ written notice to the other. Neither party may give such notice before 19th September 2012. Any proposed revisions to this Agreement by either party shall be subject to written notice, and any agreed revision shall remain in force for at least 12 months before any further revision to the same provision can be proposed.

## PART ONE – SESSION MUSICIANS

### 1 ENGAGEMENT FEES

Session Musicians shall be paid an engagement fee under either 1.1 or 1.2 below.

#### 1.1 Standard Engagement Fees

1.1.1 Standard engagement fees shall comprise a **Call Fee** for each Call Period, and a **Performance Fee**.

##### 1.1.2 Call Fees

	Audio Content	Audio-Visual Content
<b>Minimum Call Fee (3hrs)*</b>	<b>£60</b>	<b>£180</b>
<b>Each additional Hour</b>	<b>£20</b>	<b>£60</b>

\*not applicable to Call Periods scheduled to re- commence following a break of 60 minutes or less

##### 1.1.3 Overtime

If on the day of the engagement the BBC needs to extend a Call Period, and the Session Musicians agree to do so, an Overtime Fee shall be payable.

	Audio Content	Audio-Visual Content
<b>Overtime Fee (per 15' or part thereof)</b>	<b>£8</b>	<b>£20</b>

1.1.4 **Performance Fees** shall be determined as follows:

- a **Recording Sessions:**  
by the duration of the Performance(s) required for later use in the BBC Content;
- b **Live Sessions (in which Performance(s) are broadcast or pre-recorded in real time):**  
by the duration of the Musician(s)' On-Stage Time

	Audio Content	Audio-Visual Content
<b>Rate per 30' or part thereof of the duration</b>	<b>£11</b>	<b>£30</b>

#### 1.2 Multiple-Use Engagement Fees

1.2.1 A Multiple-Use Engagement Fee may be paid for Recording Sessions for Audio-Visual Content co-produced by BBC Worldwide and/or any other co-producer, provided that at least one Recording Session is scheduled for each programme or episode of a series;

1.2.2 A Multiple-Use Engagement Fee shall be deemed to include a Call Fee and a Performance Fee;

1.2.3 Payment of a Multiple-Use Engagement Fee entitles the BBC, without further payment, to use or to permit the use of such Audio-Visual Content containing the Performance(s) for all purposes in all media throughout the world in perpetuity; and

1.2.4 The appropriate hourly rate for Multiple-Use Engagement Fees and the rate for Overtime Fees shall be determined with reference to the total sum of Musician(s)' hours, as follows:

$$\text{Total sum of Musician hours} = \text{Total number of Session Musicians} \times \text{Total number of Recording Session hours.}$$

The sum of Musician(s)' hours for each Recording Session required for a series or serial shall be aggregated to determine the applicable hourly rate:

Scale	Musician Hours	Hourly Rate	Minimum Fee	Overtime Fees (per 15')
1	2-36	£118	£354	£34
2	37-350	£88	£264	£26
3	351-800	£79	£237	£23
4	801 +	£61	£183	£17

1.2.5 Payment of the Multiple-Use Engagement Fee shall permit the BBC to use a maximum of 8' recorded Performance per Recording Session hour.

### 1.3 Musical Directors and Leaders

Musical Directors and Leaders shall be entitled to higher engagement fees being calculated with reference to the fees in 1.1 and 1.2 above increased by the following percentages:

**Musical Directors** 200%  
**Leaders** 135%

## 2 ADDITIONAL PAYMENTS and ALLOWANCES

### 2.1 Doubling Fees

10% of a Session Musician's Call Fee, Overtime Fee (if applicable) and Performance Fee per additional instrument on which they are engaged to Double. However Doubling Fees are not payable for Doubling on instruments within any of the following groups:

Keyboard Instruments	Percussion Instruments
Piano, electronic keyboards, celeste	tuned (mallet) instruments (vibraphone, xylophone, marimba, glockenspiel, tubular bells)
Organ, harmonium	Latin American rhythm instruments
Harpsichord, spinet, clavichord, virginals	Drums (bass drum, snare drum, tom-toms, cymbals and the usual small accessories)
	Timpani (up to 4)

### 2.2 Overdubbing Fees

110% of a Session Musicians' Call Fee, Overtime Fee (if applicable) and Performance Fee for each additional part they are required to perform for Overdubbing.

### 2.3 Porterage

Instruments	Porterage Rate
Chimes, Drums, Marimba, Vibraphone, Xylophone	£19
Electric Accordion, Electric Guitar, Bass Saxophone, Tuba, Double Bass	£15
Contra Bassoon, Glockenspiel, Baritone Saxophone, Bass Clarinet plus 1 other instrument, Trombone plus 1 other brass instrument or collection of mutes, French Horn plus 1 other brass instrument, 2 Saxophones, Cello	£10
Harp, Timpani, Organ	Negotiable

### 2.4 Instrument Hire

When the BBC requires a Session Musician to hire instrument(s) all arrangements, including costs, must be approved in writing in advance by the BBC and any such approved costs incurred by the Musician shall be reimbursed by the BBC.

### 2.5 Travel Allowance

In accordance with BBC policy guidelines, Session Musicians shall be expected to meet the full cost of all journeys between their home and engagements in the city or town where they normally provide services. However if they are required to travel to a location that is further away from their home than is their normal city or town where they provide services (the Session Musician's "Usual Base"), subject to prior agreement with the appropriate BBC representative, and provided it has been directly and exclusively incurred in connection with the BBC engagement, the BBC shall reimburse the actual cost (if any) of travel as follows:

**Public Transport** – 2<sup>nd</sup> Class Fare (cheapest available)

**Travel by any other means:** 25 pence per mile

### 2.6 Out of Town Engagements

One-off supplementary payment shall be made for engagements taking place 15 miles or more from a Session Musician's Usual Base:

**Returning before midnight**      £18

**Returning after midnight**      £24

### 2.8 Night Engagements

A one-off supplementary payment of £18 shall be made to Session Musicians when they are required to attend to provide services at any time between the hours of 0000 and 0800.

### 2.9 Breaks

2.9.1 The BBC shall provide Session Musicians with a 15' break approximately midway through any session of 3 hours or more, such break to be extended on a pro-rata basis for any session longer than 3 hours.

2.9.2 The BBC shall, subject to any agreement with the Musician(s) to the contrary, provide a 1 hour break immediately prior to requiring Musician(s) to perform in a Live Session. No Call Fees shall be payable for this 1 hour break.

**PART TWO – MUSICIANS (INCLUDING ESTABLISHED SELF-CONTAINED GROUPS) ENGAGED TO PERFORM THEIR OWN REPERTOIRE**

**3 ENGAGEMENT FEES**

An engagement fee payable under this Part Two shall comprise a **Performance Fee** only, which shall be deemed to include payment for any time on call, including rehearsals and any breaks.

**3.1 Standard Performance Fees**

Standard Performance Fees per Musician shall be determined as follows:

**3.1.1 Recording Sessions:**

by the duration of the Performance(s) required for later use in the Content;

**3.1.2 Live Sessions (whether broadcast live or pre-recorded “as-live”):**

by the duration of the Musician(s)’ On-Stage Time

	<b>Audio Content</b>	<b>Audio-Visual Content</b>
<b>Minimum Payment (up to 180’)</b>	<b>£66</b>	<b>£180</b>
<b>Rate per additional 30’ or part thereof of the duration</b>	<b>£11</b>	<b>£30</b>

**3.2 Short Music Item Performance Fees**

Payment of a Short Music Item Performance Fee shall permit the BBC to produce Short Music Items of up to a maximum of 10’ provided that they are given to promote something else (such as another production, event or a commercial recording) and that they can be produced in a period no longer than 2 hours.

		<b>Audio Content</b>	<b>Audio-Visual Content</b>
<b>Individual Musicians</b>	<b>per Musician</b>	<b>£55</b>	<b>£100</b>
<b>Established Self-Contained Groups</b>	<b>per Group (up to 5 Musicians)</b>	<b>£150</b>	<b>£300</b>
	<b>Each additional member</b>	<b>£30</b>	<b>£60</b>

**PART THREE – BROADCASTS OF NON-BBC EVENTS – PERFORMANCE FEES**

4. Musician(s) shall be paid Performance Fees calculated as follows, as applicable.

**4.1 PUBLIC CONCERTS**

4.1.1 **All Musician(s)**, including Orchestral Musicians, Choral Musicians, Session Musicians and Established Self-Contained Groups (except where either clause 4.1.2 or 4.1.3 below applies):

	<b>Audio Content</b>	<b>Audio-Visual Content</b>
<b>Up to 180' Performance</b>	£66	£180
<b>Each Additional 15' of Performance</b>	£16	£45

4.1.2 **Musicians performing Chamber Music in groups of three or more:** Performance Fees shall be calculated as a percentage of the Musician's Public Concert Fee paid by the concert promoter, as follows, as applicable:

	<b>Audio Content</b>		<b>Audio-Visual Content</b>
<b>Public Concert Fee</b>	Up to £2000	Over £2000	All Fees
<b>%</b>	30%	20%	75%
<b>Minimum</b>	£100	£600	£262
<b>Maximum</b>	£2000		£4000

**4.1.3 Short Music Item Performance Fees**

Payment of a Short Music Item Performance Fee shall permit the BBC to record at a Public Concert Short Music Items of up to a maximum of 10' provided that they can be produced in a period no longer than 2 hours.

		<b>Audio Content</b>	<b>Audio-Visual Content</b>
<b>Individual Musicians</b>	<b>per Musician</b>	<b>£55</b>	<b>£100</b>
<b>Established Self-Contained Groups</b>	<b>per Group (up to 5 Musicians)</b>	<b>£150</b>	<b>£300</b>
	<b>Each additional member</b>	<b>£30</b>	<b>£60</b>

## **PART FOUR – BBC PUBLIC CONCERTS (with a paying audience)**

### **5 ENGAGEMENT FEES**

- 5.1 **All Musicians** including Orchestral Musician(s), Choral Musician(s) and Session Musician(s) (but excluding those specified in clause 5.2 below) shall be paid an engagement fee comprising a **Public Concert Fee** (negotiable) and a **Performance Fee** (as specified in clause 4.1.1 above)
- 5.2 **Musicians performing Chamber Music in groups of three or more** shall be paid an engagement fee comprising a negotiated **Public Concert Fee** which shall be deemed to include a Performance Fee.

## **PART FIVE – CONSENTS AND GRANT OF RIGHTS**

- 6.1 In consideration of payment of a Performance Fee Musician(s):
- 6.1.1 give consent to the BBC to:
- a. record, broadcast or otherwise communicate their Performance(s) to the public;
  - b. conduct all technical tests required including but not limited to sound balance tests and camera rehearsals
  - c. make additional recordings (including both audio and audio-visual) of Performance(s), as required, for the purpose of producing BBC Content for promotional and publicity purposes;
- 6.1.2 assign to the BBC all rights in the Performance(s) or otherwise created in the provision of the Services for all purposes (including use in all media now known or which may hereafter become known) throughout the Universe for the full period of protection for such rights and any extensions, revivals or renewals thereof (“the Rights”);
- 6.1.3 grant the BBC the unlimited right to edit the Performance(s) and waive irrevocably any ‘moral rights’ in the Performance(s);
- 6.2 Exercise of the Rights and use of Performance(s) shall be subject to any further payments required by the following Parts.

## **PART SIX – PRIMARY USES**

### **7 PRIMARY USES OF BBC CONTENT**

**The following uses are permitted by payment of a Performance Fee (save where only Restricted Primary Uses are permitted under clause 8 below):**

#### **7.1 BBC Public Service uses:**

##### **BBC Network Broadcast**

A single broadcast simultaneously in any or all BBC Public Services

##### **Deferred BBC Network Broadcast**

A broadcast within 30 days of a BBC Network Broadcast in any or all Public Services that did not participate in the BBC Network Broadcast

**Radio 1 & 2** repeat broadcasts of Short Music Items during 1 year from first broadcast;

##### **Educational Content**

An additional BBC Network Broadcast.

**BBC World Service Radio**

One BBC World Service Radio Broadcast Cycle

**Radio 3 Nighttime Broadcasts**

Three broadcasts in Radio 3's Nighttime Service

**Access Repeats**

Unlimited use in any BBC Public Service for the purpose of access for blind or deaf people.

**Other BBC Public Service Uses**

Unlimited further use of whole or any part of the BBC Content except for repeat broadcasts as specified in PART EIGHT.

**7.2 Publicity and Promotion:**

Use by the BBC and its licensees and assignees of extracts of recordings of the Performance(s) for the purpose of promotion or publicity in any media throughout the world, including but not limited to, in programme trailers, general campaigns for BBC Public Services, for BBC Joint Venture Services and any other services in which the BBC has an interest, provided however that no such use itself constitutes Commercial Exploitation.

**7.3 EBU uses (Audio Content Only):**

The BBC may authorise each and any EBU Member to make a single broadcast; to use in their audio on-demand services; and to make 3 further broadcasts in their Nighttime Services within the following periods:

<b>Full Members:</b>	1 year of the BBC Network Broadcast
<b>Associate Members:</b>	30 days of the BBC Network Broadcast

**7.4 Non-Theatric Use****7.5 Non-Commercial Educational Use by The Open University in any media****8. RESTRICTED PRIMARY USES****8.1 CONCESSIONARY RATES (applicable to Call Fees, Performance Fees & Overtime Fees)**

Services	Primary Use Restrictions	% of all Fees
BBC Nations, BBC English Regions	BBC broadcasts are restricted to those made by BBC Nations & BBC English Regions	75%
Audio-Visual Content	Use in all BBC Public Services (except broadcasts in BBC One or BBC Two)	75%
BBC Joint Venture Services	Unlimited broadcasts on up to 9 days (whether consecutively or otherwise)	75%

**8.2 SUPPLEMENTARY FILMING FEES (applicable to Audio Content only and payable in addition to Performance Fees and/or Call Fees)**

Primary Uses	Rate per 30' Performance
For consent to film and for use in all BBC Public Services (including BBC Red Button but excluding broadcasts in all other Television Services)	£30
For consent to film and for use in all BBC Public Services (excluding broadcasts in any Television Services)	£20

## PART SEVEN: RE-USE OF PERFORMANCES IN NEW CONTENT

### 9 RE-USE OF EXTRACTS

- 9.1 (Without further payment) the BBC shall be entitled to re-use extracts of existing BBC Content containing Performance(s) in new BBC Content (except extracts containing the whole or substantially the whole of a Short Music Item) whether given under this Agreement or under Previous Agreements, subject to a maximum total of 6 minutes of Performance(s) per 30 minutes of new BBC Content. If use of extracts exceeds this limit, Short Music Item Re-Use Fees shall be payable for use in new Audio-Visual Content, or for new Audio Content, a Repeat Fee shall be payable.
- 9.2 No payments shall be due for any Secondary Use of BBC Content containing extracts re-used under this provision.

### 10 RE-USE OF SHORT MUSIC ITEMS in AUDIO-VISUAL CONTENT (for example in a compilation programme)

Short Music Item Re-Use Fee per Musician	Maximum per Musician per production
<b>£50</b>	<b>£200</b>

Secondary Use Fees (as specified below) shall be payable for Secondary Use of new BBC Content containing re-used Short Music Items, and the Residual Basic shall be based on the Short Music Item Re-Use Fee(s) paid.

### 11 RE-USE OF INCIDENTAL MUSIC

- 11.1 **Signature Tune Re-Use Fee** to permit, for 5 years from payment, the re-use in continuing series of the same title, of Performance(s) of:

- opening & closing music as a Signature Tune, and/or
- stings and/or identifying music

75% of the Call Fee, Performance Fee and Overtime Fee for the Recording Session in which the Signature Tune, stings or identifying music is produced is payable.

No payments for Secondary Uses shall be due for Signature Tunes, stings or identifying music under this provision, except for Commercial Audio Exploitation.

- 11.2 **Incidental Music Re-Use (BBC) Fee** to permit, for a period of 1 year from payment, the re-use of Performance(s) of Incidental Music in further new BBC Content of the same title as first produced.

75% of the Call Fee, Performance Fee and Overtime Fee for the Recording Session(s) in which the required Incidental Music is produced is payable.

Secondary Payments shall be due for Secondary Uses (as specified below) of new BBC Content containing the re-used Incidental Music.

- 11.3 **Incidental Music (non-BBC) Re-Use Fee** to permit the BBC to authorise unlimited re-use as Incidental Music in new BBC Content produced by third parties under a series format licence from the BBC

75% of the Call Fee, Performance Fee and Overtime Fee for the Recording Session(s) in which the required Incidental Music is produced is payable.

**PART EIGHT – SECONDARY USES**

**12 SECONDARY USE FEES**

- 12.1 Payment for Secondary Uses may be made as a **Repeat Fee, Residual Buy Out Fee** or as **Royalties**, as provided in this Agreement;
- 12.2 The **Residual Basic** specified in the Contracts of Engagement shall be calculated as 90% of the Performance Fee, any Call Fees, Overtime Fees, Doubling Fees and Overdubbing Fees;
- 12.3 **Repeat Fees** and **Residual Fees** are expressed in this Agreement as a percentage of a **Residual Basic**;
- 12.4 **Royalties** are shared pro-rata according to the **Residual Basic**.

**13 SECONDARY USE OF AUDIO CONTENT**

**13.1 Repeat Fees**

Payable for the first or any subsequent BBC Network Broadcast repeat or BBC World Service Broadcast Cycle repeat which may be made either as originally broadcast or in separate parts (as separate Performances or otherwise).

	<b>On Broadcast</b>	<b>With Engagement Fee</b>
<b>Radio 1, 2, 3,4 &amp; 5live, BBC Nations and BBC English Regions</b>	50%	35%
<b>World Service Radio</b>	15%	10.5%

**13.2 Residual Buy-Out Fees**

	World	British Commonwealth, British Forces Overseas and Eire only	USA	Rest of World (excluding UK)
All uses (excluding Commercial Audio Exploitation)	145%	72.5%	36.25%	36.25%
All uses in Radio Services (except BBC Radio Services)	125%	62.5%	31.25%	31.25%
All commercial exploitation via internet (applicable only if a Residual Buy-Out Fee is paid for other uses)	20%	10%	5%	5%
Archive Programmes: all commercial exploitation via internet (applicable if no Residual Buy-Out has been paid for other uses)	£55	£27.50	£13.75	£13.75

Commercial Exploitation of Short Music Items (excluding Commercial Audio Exploitation)	20%
Non-Theatric Use (Performances broadcast before February 1999)	3%

Commercial Audio Exploitation (except Music Product)	World	UK only	World excluding UK
	15%	10%	5%

Commercial Audio Exploitation (Music Product)	£120 per musician per 20' Performance
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All BBC Public Service uses (excluding broadcasts in Radio 1,2,3,4 , 5live, BBC Nations, BBC English Regions, BBC World Service Radio, and Television Services): <i>applicable only to Performances contracted under Previous Agreements where such uses have not already been paid for</i>	10%
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### 13.3 Residual Basic Increases – Audio Content

For any Repeat Fees or Residual Buy-Out Fees payable following 3 years from the first broadcast of the relevant BBC Content, the Residual Basic shall be based on comparable relevant rates, for example Performance Fees and Call Fees.

**14 SECONDARY USE OF AUDIO-VISUAL CONTENT**

**14.1 Repeat Fees – for repeats on BBC One & BBC Two**

Payable for the first or any subsequent BBC Network Broadcast repeat which may be made either as originally broadcast or in separate parts (as separate Performances or otherwise).

**Content produced for BBC One or BBC Two**

	With Engagement Fee	On repeat broadcast
Peak time	25%	30%
Off Peak Daytime	15%	20%
Off Peak Nighttime	7.5%	10%

**Content produced for BBC Public Services where the Concessionary Rate of 75% has been applied**

	1 <sup>st</sup> Repeat	2 <sup>nd</sup> and subsequent repeats
Peak Time	30%	40%
Off Peak Daytime	20%	26.66%
Off Peak Nighttime	15%	13.33%

**Content produced for BBC Public Services where, under Previous Agreements, a Concessionary Rate of 50% was applied**

	1 <sup>st</sup> Repeat	2 <sup>nd</sup> and subsequent repeats
Peak Time	110%	60%
Off Peak Daytime		40%
Off Peak Nighttime		20%

**14.2 Repeat Fees – for repeats on BBC Nations and English Regions**

**Content produced in BBC Nations and BBC English Regions where the Concessionary Rate of 75% has been applied**

	With Engagement Fee	On repeat broadcast
Peak time	25%	30%
Off Peak Daytime	15%	20%
Off Peak Nighttime	7.5%	15%

14.3 **Peak & Off Peak Times**

**For the purposes of this Agreement these will be:**

Every day	0925 – 1759	Off Peak: Day Time
Monday-Friday	1800-2229	Peak Time
Monday–Friday	2230 – 0924	Off Peak: Night Time
Saturday, Sunday and Public Holidays	1800 – 2259	Peak Time
Saturday, Sunday and Public Holidays	2300 – 0924	Off Peak – Night Time

14.4 **Residual Buy-Out Fees**

**14.4.1 For all BBC Content except that produced for BBC NATIONS, BBC REGIONS and other BBC Public Services for which Concessionary Rates have been applied**

All Commerical Exploitation except for Theatric Exhibition, Home Video Exploitation and Commercial Audio Exploitation	World excluding UK & Eire	25%
All uses except for BBC Public Service uses, broadcasts on ITV, C4, S4C and C5, Theatric Exhibition, Home Video Exploitation and Commercial Audio Exploitation	UK & Eire	5%
Theatric Exhibition	World	40%
Home Video Exploitation	Europe	10%
	World (excluding Europe)	10%
Commercial Audio Exploitation – all product except Music Product	World	7.5%
	UK only	5%
	World (excluding UK)	2.5%
Commercial Audio Exploitation - Music Product only	£120 per Musician per 20' Performance (or part thereof)	
Incidental Music: all uses of BBC Content (except for Commercial Audio Exploitation)	65%	
Short Music Items : all uses of BBC Content (except for Commercial Audio Exploitation)	65%	
All BBC Public Service uses (excluding broadcasts in BBC-1, BBC-2 and BBC Radio): <i>applicable only to Performances contracted under Previous Agreements where such uses have not already been paid for</i>	10%	

**14.4.2 For BBC Content produced in BBC Nations and BBC English Regions where the Concessionary Rate of 75% has been applied**

All uses except for BBC Public Service uses, broadcasts on ITV, C4, S4C and C5, Theatric Exhibition, Home Video Exploitation and Commercial Audio Exploitation	6.67%
All other uses	Residual Fees in clause 14.4.1 increased by 33.33%
All BBC Public Service uses (excluding broadcasts in BBC-1, BBC-2 and BBC Radio): <i>applicable only to Performances contracted under Previous Agreements where such uses have not already been paid for</i>	13.33%

**14.4.3 For BBC Content produced for Services where, under previous Agreements, a Concessionary Rate of 50% was applied**

All UK and Eire uses (excluding broadcasts in BBC-1, BBC-2, ITV, C4, S4C and C5), Theatric Exhibition, , Home Video and Commercial Audio exploitation	5%
All other uses	Residual Fees in clause 14.4.1 increased by 100%
All BBC Public Service uses (excluding broadcasts in BBC-1, BBC-2 and BBC Radio): <i>applicable only to Performances contracted under Previous Agreements where such uses have not already been paid for</i>	15%

**14.5 Residual Basic Increases – Audio-Visual Content**

For any Repeat Fees or Residual Buy-Out Fees payable following 3 years from the first broadcast of the relevant BBC Content, the Residual Basic shall be increased according to the following:

**Residual Basic Escalator**

1 <sup>st</sup> Broadcast	%	1 <sup>st</sup> Broadcast	%
Before 27/11/1974	950%	24/08/1984	152%
On of after...		16/08/1985	136%
28/11/1974	600%	05/11/1986	118%
09/01/1976	530%	28/10/1987	108%
01/12/1976	500%	22/12/1988	96%
09/01/1978	440%	01/04/1990	62%
08/05/1979	350%	01/05/1991	50%
13/10/1980	260%	26/10/1992	43%
21/09/1981	220%	07/06/1994	39%
31/08/1982	191%	17/07/1995	35%
16/08/1983	170%	04/01/2005	18%
		19/09/2007	11%

## 15 Royalties - General

15.1 The BBC can choose to make royalty payments for any and all Secondary Uses (except Repeat Broadcasts or for Commercial Audio Exploitation) as an alternative to Residual Buy-Out Fees.

15.2 Such royalties shall be:

15.2.1 calculated as the following percentage of the BBC's gross income received by the BBC, or in the case of co-productions with third-parties, deemed gross receipts. However, in the case of Home Video Exploitation where BBC Worldwide/2Entertain (or other distributor associated with the BBC) or the BBC (including its licensees and assigns) is the distributor certain reasonable deductions as may be agreed with the MU; and

15.2.2 shared between the relevant Musicians, pro-rata according to their Residual Basic.

15.3 Following a royalty payment for a particular Secondary Use, the BBC may not then pay a Residual Buy-Out Fee to terminate royalty payments for the same Secondary Use without the prior consent of the MU.

### 15.4 **Accounting (applicable to all forms of Commercial Exploitation except Home Video Exploitation):**

The BBC shall account to the contracted party in respect of any royalty payments due under this Agreement as follows:

15.4.1 **Television:** royalty payments shall be paid to the contracted party no later than the end of the month following the month in which the BBC receives the gross receipts if the BBC or an associated or subsidiary company is the distributor. If a third party is the distributor, no later than the end of the month following the month in which the BBC is notified of the exploitation;

15.4.2 **Commercial Audio Exploitation:** royalty payments shall be accounted for in respect of the six month periods to 30<sup>th</sup> June and 31<sup>st</sup> December following release and the corresponding payments shall be paid to the contracted party no later than three months from the end of the period to which they refer.

Unless specifically requested no payments shall be made in respect of any period in which the sum due to each Musician is less than £10 in which case the amount shall be carried forward to the next accounting period. The MU shall have the right to inspect BBC's financial records not more than once in any calendar year in order to verify the BBC's gross receipts, deductions made from such gross receipts and the calculation of royalties under this Agreement.

### 15.5 **Accounting (applicable to Home Video Exploitation only):**

All royalty payments due shall be paid on a six-monthly basis. For this purpose the BBC shall make payment in respect of Home Video Exploitation during each 6 month period after first making it available to the public, such payment to be made within three months of the end of the relevant six month period. Such payment shall be accompanied by a statement showing the sum(s) due and identifying the contributions incorporated in the video concerned. Unless specifically requested, no statement need be rendered nor payments made in respect of any six months' period in any year in which the sum due to the Musician is less than £10 in which case the amount shall be carried forward to the next accounting period.

**16. Royalties – Payments**

**16.1 For Commercial Exploitation in the form of Music Product only**

All BBC Content except for that specified below	17%
Opera, Concerts and Pop Music BBC Content containing Performance(s) given by performers engaged under both BBC/MU and BBC/Equity Agreements (e.g. Musicians and dancers) the royalty shall be shared in proportion to the Residual Basic of all such performers.	21%

**16.2 For Commercial Exploitation (other than in the form of Music Product)**

Commercial Exploitation		Royalty Rate
All except for Home Video Exploitation	Musicians who have already received a royalty under a previous MU TV Agreement at a rate of 5%	5%
	All other Musicians	4%
Home Video Exploitation (first release <i>before</i> 1 <sup>st</sup> January 2005)	<i>With</i> Performer(s) engaged under the BBC/Equity Agreement	2%
	<i>Without</i> Performer(s) engaged under the BBC/Equity Agreement	4%
Home Video Exploitation (first release <i>on or after</i> 1 <sup>st</sup> January 2005)		4%

**PART NINE – BBC/MU PENSION SCHEME**

**17** On engagement by the BBC, a member of the BBC/MU Pension Scheme may elect to have contributions made to the BBC/MU Pension Scheme. Accordingly, on instruction from a Musician, contributions shall be remitted on a monthly basis to the BBC/MU Pension Fund.

The contributions shall be a percentage (as specified below) of the following payments:

- Call Fees or Public Concert Fees
- Overtime Fees
- Performance Fees
- Doubling Fees
- Overdubbing Fees

**Musician's Contribution** (deducted from Engagement Fees)      **5%**  
**BBC Contribution**      **7.5%**

## **PART TEN – CONTRACTORS**

- 18** In consideration of procuring and supplying the services of Musician(s), the BBC shall make payment to a Contractor of an amount equal to 10% of Call Fees, Public Concert Fees, Overtime Fees, Performance Fees, Doubling Fees and Overdubbing Fees. In addition, a Contractor shall be due 10% of all Secondary Use payments. All payments due to Contractors under this Agreement are in addition to the fees and payments due to Musicians hereunder.

## **PART ELEVEN – NEWS ACCESS**

- 19** The Musicians' Union warrants on behalf of its members that for the purposes of news reporting:
- 19.1 the BBC shall be entitled to have access to rehearsals and performances forming part of an existing engagement, for the purpose of making audio and/or audio-visual recordings subject to a maximum duration per news item, as follows:
- 19.1.1 featured performances: 1 minute, and
- 19.1.2 background use (i.e. incidental to the subject of the news item): 1 minute
- 19.2 written consents shall not be required from individual Musicians.
- 20** A Musician may request that their rehearsal or performance not be recorded and the BBC agrees not to record when so requested.
- 21** The BBC undertakes to complete recording of the rehearsal and/or performance within one hour from commencement of recording, however additional time shall be permitted for filming Cut-Aways and Long Shots.
- 22** The BBC shall not, for any reason, require a Musician to exceed the Services for which they are originally engaged, or to alter or repeat their performance.

(D) – GENERAL PROVISIONS

**23 Backing Tracks**

Where the BBC wishes to use a backing track it will determine whether the record company had, for recordings made prior to 1<sup>st</sup> June 2011, cleared backing track rights, by checking the position with the MU or the record company. If the BBC is advised that such backing track rights are not cleared, the BBC and the MU will liaise to agree a rate in good faith for such clearance.

**24 Dubbing Agreement - for the dubbing of commercial audio recordings into BBC Content**

24.1. The provisions of this clause 24 concern commercial audio recordings incorporating performances given by MU members under the terms and conditions agreed between the MU and the BPI and as applied by contract or agreement to other record producers.

**24.2. Consent/Warranty/Grant of Rights**

24.2.1 The BBC acknowledges that the incorporation of such recordings into BBC Content requires consent by or on behalf of the Musician(s) concerned

24.2.2 The MU warrants that it has been authorised by its members to grant consent to the copying of recordings of their performances on commercial audio recordings and that it may grant a non-exclusive licence in respect of such copying as far as the performer's Reproduction Right is concerned.

24.2.3 The MU on behalf of its members grants their consent (and as and when applicable grants a licence to the BBC and its licensees and assignees) to make such copies of the recordings of performances on commercial audio recordings as may be required in connection with and for:

- a. incorporation into Audio-Visual Content and/or Audio Content
- b. for all subsequent uses of such BBC Content throughout the world in all media now known or hereafter invented.

**24.3. Indemnity**

The MU hereby indemnifies the BBC against any liabilities, claims, demands, actions, costs, damages and loss arising from its copying of the recordings of performances and the subsequent use of such copies in accordance with this clause of this Agreement.

**24.4. Special Terms – applying only to drama and comedy BBC Content (but excluding entertainment and children's BBC Content)**

24.4.1 **Use as Signature Tune** then consent from the MU must be obtained and, where appropriate, payment made in accordance with this Agreement

24.4.2 **Miming** to commercial audio recordings by on-screen characters: the prior consent of the MU is required

**24.5. Dubbing Fund**

In recognition of the rights granted under this clause 24 the BBC undertakes to maintain a fund known as the MU Dubbing Fund for the employment of additional musicians for Audio-Visual Content.

## **25 Undertakings**

- 25.1 The MU hereby confirms and agrees that it has the full right and authority to enter into this Agreement and it has not and shall not enter into any contract and/or arrangement with its members or with any third party that shall prevent the MU from fulfilling its obligations under this Agreement;
- 25.2 The BBC hereby confirms and agrees that has the full right and authority to enter into this Agreement and it has not and shall not enter into any contract and/or arrangement with any third party that shall prevent it from fulfilling its obligations under this Agreement.

## **26 Disputes Procedure**

- 26.1 In the event of an unresolved dispute between an individual Musician and the BBC relating to this Agreement the following procedure shall be followed:
- 26.1.1 a meeting shall be held between appropriate representative of the BBC and the MU (including the BBC producer of the production concerned) in order to resolve the issue;
- 26.1.2 failing settlement the issue shall be referred to a committee comprising of representatives of the BBC and the MU;
- 26.1.3 if no settlement can be reached the parties agree to refer the issue to a form of conciliation or arbitration to be mutually agreed or to ACAS.
- 26.2 In the event of a dispute arising between the MU and the BBC the matter shall in the first instance be dealt with by representatives of the parties. If there is any failure to agree a solution the parties shall agree a suitable forum for a formal mediation.

## **27 Quit Claim**

- 27.1 Where in respect of performances contracted in accordance with this Agreement the Musician is exclusively entitled by law to receive from domestic or foreign collecting societies equitable remuneration or other forms of income additional to that arising under this Agreement nothing in this Agreement shall prevent the Musician from claiming such remuneration. The Musician shall not be obliged to account to the BBC for any such income to which the Musician is solely entitled.
- 27.2 (Without limitation to 27.1 above) it is acknowledged that the fees payable under this Agreement represent full, sufficient, reasonable and equitable remuneration for any and all rental and lending rights in respect of recordings of Performance(s) given in accordance with this Agreement.
- 27.3 The Musician shall make no claim against the BBC that shall arise from any failure by the Musician or any organisation that may represent the Musician to enter into any agreements with collecting societies or any failure on the part of such a society to make any payment to the Musician.
- 27.4 The BBC is authorised to disclose all necessary information about the Musician to a relevant collecting society so as to assist such collecting society to identify those entitled to receive the money it collects.

## **28. Miscellaneous**

- 28.1 All fees and payments due in this Agreement are expressed exclusive of VAT. Where applicable (and subject to compliance with the BBC's procedural requirements for payment of VAT) the BBC shall make payment of VAT to the Musician.
- 28.2 It is acknowledged that the BBC's editorial control of BBC Content is final.

- 28.3 This Agreement is not intended to and does not create a legally-binding agreement between the parties and is binding upon them only in honour.
- 28.4 Nothing in this Agreement shall be deemed to constitute either party as the agent of the other party or create a partnership or joint venture between the parties.
- 28.5 No amendment to the terms of this Agreement shall be valid or binding unless made by prior written agreement between the parties and signed by their authorised representatives in accordance with (B) (iii) of this Agreement.
- 28.6 The unenforceability of any particular provision(s) of this Agreement shall not affect any other provisions of this Agreement.
- 28.7 This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes all prior arrangements negotiations and discussions between the parties relating thereto.
- 28.8 The headings of the clauses of this Agreement are provided for reference only and shall not limit or affect the meaning or interpretation of the said clauses.
- 28.9 Any notice required to be given pursuant to this Agreement shall be in writing delivered, or posted to the address of the relevant party set out in this Agreement or such other address as may be notified in writing to the other party from time to time. Any such notice given as aforesaid shall be deemed given or received at the time of delivery (if delivered by hand) or 2 working days after sending (if sent by post or e-mail) subject to any evidence to the contrary.
- 28.10 Any reference to any legislation in this Agreement shall include any subsequent amendment or replacement of such legislation.
- 28.11 Nothing in this Agreement shall oblige the BBC to make payment for any uses that are acts permitted in relation to copyright works or performers rights under the Copyright, Designs and Patents Act 1988 (as amended).
- 28.12 Neither party shall be liable for any failure to fulfil its obligations hereunder caused by Acts of God, strikes, lockouts, war, riot, civil commotion, Order or Act of Parliament or any other event beyond its reasonable control.
- 28.13 This Agreement shall be interpreted in accordance with English Law.

<b>(E) DEFINITIONS</b>	
In this Agreement, capitalised terms will bear the meanings given to them in this Section (E), or as given to them elsewhere in this Agreement.	
<b>Audio Content</b>	Content with an audio component only (and no visual component).
<b>Audio-Visual Content</b>	Content with both an audio and a visual component.
<b>BBC Content</b>	Material broadcast (or otherwise communicated to the public) and/or recorded by the BBC primarily for use in BBC Public Service(s) or BBC Joint Venture Services.
<b>BBC English Regions</b>	East, East Midlands, East Yorkshire & Lincolnshire, London, North-East & Cumbria, North-West, South, South-East, South-West, West, West Midlands, Yorkshire.
<b>BBC Joint-Venture Services</b>	Commercial services wholly or partly owned and editorially controlled by the BBC and/or its subsidiaries (such as BBC Worldwide). For clarity this currently includes the UK TV services: Gold, Dave, Alibi, Watch, Home, Good Food, Eden, Blighty, Yesterday, and Ready.
<b>BBC Nations</b>	BBC Northern Ireland, BBC Scotland, BBC Wales.
<b>BBC Network Broadcast</b>	A single broadcast simultaneously in any or all BBC Public Services
<b>BBC Public Service(s)</b>	<p>Any BBC service that is funded by the Licence Revenue (as defined in the Royal Charter for the continuance of the BBC) or in the case of the BBC World Service Radio from monies paid to the BBC out of aids appropriated by the United Kingdom Parliament.</p> <p>Currently these include the following, as defined in their respective Service Licence issued by the BBC Trust:</p> <p><b>Television Services</b> BBC One, BBC Two, BBC Three, BBC Four, BBC HD, CBBC, CBeebies, BBC News, BBC Parliament, BBC Red Button and BBC Alba</p> <p><b>Radio Services</b> BBC Radio 1, BBC Radio 2, BBC Radio 3, BBC Radio 4, BBC Radio 4 Extra, BBC Radio 5 Live, BBC Radio 5 Live Sports Extra, 1Xtra, BBC 6 Music, BBC Asian Network, BBC Local Radio, BBC Radio Scotland, BBC Radio nan Gaidheal, BBC Radio Wales, BBC Radio Cymru, and BBC Radio Ulster/BBC Radio Foyle</p> <p><b>BBC World Service Radio</b> <b>BBC Online</b></p>
<b>BBC World Service Radio</b>	BBC's international radio service publicly funded by the UK government through Parliamentary Grant-in-Aid.
<b>BBC World Service Radio Broadcast Cycle</b>	A cycle of unlimited broadcasts within an 8-day period
<b>BBC Worldwide</b>	The commercial arm and a wholly-owned subsidiary of the BBC
<b>Call Fee(s)</b>	Payment for time on call to the BBC.
<b>Call Period</b>	Period of time during which the BBC requires the Musician(s) to be available on a first call basis to provide services for BBC Content.
<b>Chamber Music</b>	Classical music composed for a small number of Musicians to be performed with one Musician to a part and without a conductor.
<b>Choral Musicians</b>	Vocal Musicians performing in a professional choir engaged by the BBC.
<b>Commercial Audio Exploitation</b>	Commercial exploitation of Audio Content by distributing or otherwise making available copies for consumers to own.
<b>Commercial Exploitation</b>	Exploitation, with an aim of securing profit, for a commercial as opposed to a public service purpose.

<b>Contractor</b>	A person or company (commonly called a fixer) who is engaged to procure and supply the services of Session Musicians and who is responsible for contracting and paying them.
<b>Cut-Aways</b>	Close-ups of Musician(s) playing.
<b>Doubling</b>	Playing more than one instrument during a rehearsal or performance.
<b>EBU</b>	The European Broadcasting Union.
<b>Educational Content</b>	Content produced for education and learning purposes.
<b>Equity Agreement</b>	The current or any previous Equity /BBC Agreement or any subsequent replacement or variation thereof.
<b>Established Self-Contained Group</b>	A band or any other group of Musicians (but not Session Musicians or orchestras) formed to perform their own repertoire.
<b>Home Video Exploitation</b>	Commercial exploitation of Audio-Visual Content by distributing or otherwise making available copies for consumers to own (including but not limited to DVD copies and digital copies made available as so-called download-to-own (DTO)).
<b>Incidental Music</b>	Music that is incidental to the action such as background music, stings, identifying music, opening and closing music.
<b>Leader</b>	A Musician (usually a violinist) who has the additional responsibility of making decisions regarding bowing and other technical details of string playing; and is in charge of leading the orchestra in tuning before rehearsals and concerts and other technical aspects of orchestra management.
<b>Live Session</b>	A session in which the Performance(s) are broadcast or recorded in real time
<b>Live Performance</b>	A performance in real time when no retakes are possible.
<b>Long Shots</b>	Recorded content featuring the Musician from a distance (such as part of final part/curtain call of a public performance).
<b>Multiple-Use Engagement Fees</b>	See clause 1.2
<b>Music Product</b>	Commercial product predominantly comprising performance(s) of music.
<b>Musical Director</b>	A Musician who directs rehearsals and performances (sometimes called an 'MD')
<b>Musicians</b>	Musicians who perform music for a livelihood, including instrumentalists, vocalists and Musical Directors.
<b>Non-Theatrical Use</b>	Non-commercial exhibition to audiences (including but not limited to those in educational establishments, and trapped audiences).
<b>On-Stage Time</b>	Performance(s) and any attendant participation in a Live Session.
<b>Orchestral Musician</b>	Instrumental Musicians performing in a professional orchestra
<b>Overdubbing</b>	Producing a recording of a performance of a musical work that is scored for more than one instrumental or vocal part, by requiring a single Musician (instead of several Musicians) to perform the parts separately for recording and editing together to produce a multi-track recording.
<b>Overtime</b>	Extended call time (over and above the Call Period) that has not been agreed prior to the day of the Engagement.
<b>Overtime Fee(s)</b>	Payment for Overtime.
<b>Performance Fee(s)</b>	Payments due under this Agreement which permit the BBC to produce broadcasts and recordings of the Performance(s) and use them in the BBC Content in accordance with the terms of this Agreement.
<b>Performance(s)</b>	Performance(s) of music whether in whole or in part, and any attendant and agreed contributions forming part of the engagement.
<b>Porterage</b>	Payment for transporting burdensome instruments or equipment to and from the location of an Engagement.
<b>Previous Agreements</b>	Any and all previous agreements between the BBC and the Musicians' Union.
<b>Primary Uses</b>	Uses permitted by payment of a Performance Fee as set out in Part 6.
<b>Public Concert</b>	A concert of music with a paying audience
<b>Public Concert Fee</b>	Payment to a Musician for rehearsals and the concert performance.
<b>Recording Session</b>	A session arranged to produce sound and/or visual recordings by rehearsing and performing as required (including for any necessary retakes).

<b>Residual Basic</b>	A notional figure used to calculate Repeat Fees, Residual Buy Out Fees and Royalties (as described in clause 12.2).
<b>Residual Buy-Out Fee</b>	A payment for Secondary Use(s) that permits the specified use in perpetuity for no further payment.
<b>S4C</b>	A statutory corporation for the provision of Welsh language television services established under the Broadcast Act 1981 and operating under the remit set out in the Communications Act 2003.
<b>Secondary Uses</b>	Uses of Content containing Performance(s) as set out in Part 8 and as licensed by further payments(s).
<b>Services</b>	The services of Musician(s) being made available on a first call basis and to include being present and available at such dates, call times and locations specified by the BBC to rehearse and perform and carry out such other agreed contributions and ancillary activities as may be reasonably required by the BBC.
<b>Session Musician</b>	A Musician who is available to provide Services but not as a permanent member of a musical ensemble.
<b>Short Music Item</b>	A Performance of a whole work (e.g. a song) of up to 5 minutes in duration.
<b>Signature Tune</b>	Opening and closing music for a continuing series (but not a single programme or series).
<b>Soloist</b>	A Musician who performs their own repertoire on their own or with accompanying musician(s) (such as a pianist or an orchestra).
<b>Supplementary Filming Fee</b>	Payment for consent to film and use Performance(s) given for Audio Productions
<b>The Open University</b>	a distance learning and research university founded by Royal Charter in the United Kingdom and funded in part by the United Kingdom Government.
<b>Theatric Exhibition</b>	Exhibition of BBC Content in commercial cinemas or theatres before paying members of the public.
<b>Usual Base</b>	The city or town where a Musician normally provides his or her Services
<b>VAT</b>	Value Added Tax.

(F) – SIGNATORIES

As authorised signatories on behalf of the parties we hereby confirm the agreement  
of the parties to these terms on 19<sup>th</sup> September 2011:



SIGNED BY .....

**JAMES LANCASTER**

PRINTED NAME .....

For the BBC



SIGNED BY .....

**JOHN F. SMITH**

PRINTED NAME .....

For the MUSICIANS UNION