Guidance for Independent Producers: Negotiating Access Arrangements

Access Agreements are bespoke agreements detailing the terms on which an organisation will permit a producer access to film a particular location(s) or individual(s). The producer should take into account the following guidance when negotiating such agreements. This guidance note is BBC approved but may also be used in negotiations with other broadcasters.
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While the principles within this guidance are useful to all forms of access and location releases, in practice the level of detail described is only applicable to access agreements which are intended to be integral to the editorial aspirations of the programme being filmed.

Location releases used in day-to-day filming will contain considerably less detail and particularly where entered into on a no-fee basis, will often be non-exclusive. Where possible producers should ensure they own the rights in all footage taken at locations (to exploit as they choose, in perpetuity in all media worldwide), and that the location owner warrants it is authorised to grant the access sought.

Any access agreement for a BBC commission involving the following organisations must be approved by the BBC prior to signature: The Police; Armed Forces; MOD; Hospitals and other health facilities; Emergency Services; Public Bodies with sensitive access (e.g. care homes, children's homes, centres for adults with learning difficulties etc.); where a programme focuses on a commercial business (e.g. a store, shopping centre, hotel etc.); The Palace/Royal Family; The Vatican; Public institutions-where the whole programme or very key parts of it feature such bodies (e.g. The Tate, The Lowry); Prisons.

If a producer is ever uncertain whether terms they are negotiating as part of their access agreement may be a breach of the BBC Editorial guidelines, they must consult their BBC Business Affairs Manager.

### Access for filming

**Fee**
- Fees are ordinarily negotiated on a case by case basis
- A public body (e.g. NHS, Police) should not be paid for access to film its personnel carrying out their jobs, however, it may be acceptable to reimburse actual additional costs incurred as a result of facilitating the filming. Where a public body requests a significant fee for access or consultancy which appears to go beyond reasonable basic expenses (such as lighting, security etc.) refer to Business Affairs who will consult Editorial Policy on your behalf to ensure that such payment will not breach the BBC’s Editorial Guidelines.
- Any fees proposed, as a condition of obtaining access, in addition to location fees (e.g. payments to contributors associated with the venue), should be referred to BBC Business Affairs who may consult Editorial Policy.

**Access**
- Access should explicitly include access to film, record and photograph premises and/or where possible staff and/or the access provider’s copyright materials. Please note third party licences/consents may still be needed from rights holders and producers will also need to obtain releases from any individuals (e.g. members of staff) filmed at the location.
- Wherever possible, access must be exclusive to the extent that the provider should not allow crews from other broadcasters/independent production companies access for the purposes of making a similar programme (until the programme you are making has been broadcast or for a reasonable period if the programme is not broadcast). If access is proposed on a non-exclusive basis it may be appropriate to agree a window where other broadcasters cannot feature the location.
- Please refer to BBC Business Affairs if access includes any production services e.g. transport, use of equipment such as cameras, fees for use of press officers, for no additional appropriate payment (section 14 of the BBC Editorial Guidelines re. free and reduced cost facilities may be applicable).

**Access provider obligations**
- Where required by you, the access provider should also grant you the right to incorporate any supplied copyright materials belonging to it in the programme (e.g. archive material, interviews, footage, background information etc.) and warrant that such are fully cleared for all BBC Rights, see below.
Where possible the access provider should agree to facilitate filming with staff on its, e.g. by sending out a letter of explanation about the production in advance of filming. The access period should enable set-up and take-down time for production premises. Producers should provide for additional filming required beyond the designated filming period subject to payment of an appropriate fee, for example, the pro-rated fee.

**BBC Rights**

Where it is not possible to obtain all rights in the footage filmed in all media throughout the world in perpetuity, the Producer should obtain the following rights for the duration of the BBC Licence Period.

- The BBC must be able to use the programme on all BBC Public Services and exercise BBC Store Rights.
- The BBC must be entitled to produce and distribute publicity & promo material for the Programme in all media.
- Where the access provider has been granted a right to view/review (see below), the BBC’s ultimate editorial control of the Programme must be acknowledged. No ongoing approval rights should be granted to the access provider, e.g. over exploitation or re-use of clips in any context without specific BBC approval.
- There can be no obligation on the BBC or the Producer to incorporate any of the footage captured at the location in the programme and/or broadcast the programme.

**Commercial Rights**

- The access provider can have no entitlement to the BBC’s share of net revenue without BBC approval. NB If you are considering sharing your entitlement to net revenue with the access provider, this must not undermine (or appear to undermine) the editorial integrity of the programme. Please seek advice from BBC Business Affairs who will consult as necessary with Editorial Policy on your behalf to ensure such payment will not breach the BBC’s Editorial Guidelines.

**Right to view / review**

- The access provider must NOT be entitled to view any programme material before transmission save as specified below. Where the access provider insists or is asked to review footage for purposes such as: to identify specific confidential or commercially sensitive information; security issues; legal reasons; or verifiable factual inaccuracies.
- Permitting access providers to view material prior to transmission must be approved in writing by the BBC.
- Where the BBC approves a viewing right for the access provider, the right should where possible be limited to specific named individual(s), the right should be exercised promptly so as not to impact the production and delivery schedule, and the right should be limited to non-editorial purposes such as to address any security or legal issues, or verifiable factual inaccuracies.

**Access Provider rights & provisos**

- Subject to the BBC Editorial Representative’s discretion and the BBC’s Editorial Guidelines it may be acceptable to agree a production credit “with thanks to [name of access provider]” in the credits of the Programme, where it is editorially justifiable and always provided that the programme is completed and ultimately broadcast. Any such credit can never be in logo form or include any external url, and can never be agreed in exchange for free or reduced cost access, facilities or services. Neither, the producer nor the BBC will be liable for any inadvertent failure to include the credit.
- The access provider may not carry out any advertising or promotional activity that suggests endorsement by the BBC or use of BBC trade marks which may infringe any copyright in any (e.g. BBC logos) at any time, or make reference to the BBC in any published material, without the prior written consent of the BBC, other than simple factual references post official programme launch/press announcement such as “as seen/will be on BBC Television”.
- It is acceptable to agree to supply a DVD copy of the programme following first BBC TX to the access provider for internal, private, non-broadcast and non-commercial purposes.
- The access provider may be offered the right to embed clips where available from the BBC website within its own website.

**Liability and Indemnities**

- No liability to be attributable directly or indirectly to the BBC