



General Terms For Use Of The BBC Logo By Licensee Of Independent Producers

1 Definitions

In this Licence, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

“Associated Material”	means packaging material (including if appropriate stickers inlays and sleeves) and paper-based, on-line, non-interactive TV, cinema and in-flight promotional material, which are produced for the purpose of advertising and marketing the Products
“BBC Group”	means the BBC and its present or future Subsidiaries
“company”	includes any body corporate wherever and however incorporated or established
“Group”	means, in relation to a company, that company and any company which is a Holding Company of that company or a Subsidiary of that company or of such Holding Company
“Licensed Product”	means any Product or Associated Material on which any of the Trade Marks appear pursuant to this Licence
“On-line”	means by means of display and/or distribution via electronic means including but not limited to the World Wide Web, mobile or cellular telephones and networks, interactive TV, or other screen-based mechanisms
“Product”	means anything produced and/or distributed pursuant to the Main Agreement
“Samples”	means (where the Trade Marks are to be used On-line) (1) a screen shot or other representation of the display of the proposed Licensed Product, or sufficient information to enable the BBC to access it and (2) details of the proposed Online location of the Licensed Product (eg the url), or (in any other case) two (2) true and accurate samples of each Licensed Product
“Sell-off Period”	means a period after the expiry (but not earlier termination) of this Licence which is the shorter of (1) six months or (2) the expiry of the Main Agreement or any applicable sell-off period under the Main Agreement
“Subsidiary”/“Holding Company”	A company is a Subsidiary of another company (its Holding Company) if that other company controls it, directly or indirectly (whether through one or more subsidiaries)
“Term”	means the period from the start date of the exercise of the Licensee’s rights under the Main Agreement to the earlier of (1) the end date of the exercise of the Licensee’s rights under the Main Agreement and (2) the end of the Licence Period as defined in the Programme Production Agreement
“Territory”	means the UK
“Trade Marks”	means the word mark(s) and/or device(s) (including logos) described in the Special Definitions
“to control”	in this clause 1 and in clause 7.2.4 means to have the ability to direct the affairs of the entity concerned whether by virtue of contract, ownership of shares, voting rights or otherwise, and the noun “control” shall have a corresponding meaning



2 Territory

- 2.1 Subject to clause 2.2, the Licensee shall not sell, supply, market or advertise for sale outside the Territory any item on which any Trade Mark is used. If the Territory is not the world, On-line Licensed Products (if permitted under this Licence) shall be clearly directed at the Territory.
- 2.2 If the Territory includes a part of the European Economic Area as from time to time constituted or of any successor organisation ("the EEA"), the Licensee shall be entitled to fulfil unsolicited requests to purchase a Licensed Product from third parties situated outside the Territory but within the EEA.

3 Quality Control

The Licensee shall use the Trade Marks in accordance with the BBC's Fair Trading Guidelines (which can be accessed on the BBC website bbc.co.uk), any style guidelines relating to the Trade Marks which can be accessed on the BBC website bbc.co.uk, and any other relevant guidelines provided to the Licensee from time to time. The BBC shall use reasonable endeavours to make available guidelines for the use of the Trade Marks on the most common types of Product and Associated Material in order to facilitate the sample approval process. The Licensee hereby undertakes that the Licensed Product shall be:

- 3.1 of good quality in design, material, and workmanship
- 3.2 safe, non-injurious and suitable for the intended purpose
- 3.3 in keeping with the reputation associated with the BBC and/or the Trade Marks both in the manner and context of the use
- 3.4 produced, distributed, sold, marketed and advertised in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory, and shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable
- 3.5 approved by the BBC in accordance with the provisions of clause 4

4 Sample approval

- 4.1 The Licensee shall provide Samples to the BBC at the address specified in the Special Definitions, together with a written request for approval of them, within the time limit specified in the Special Definitions.
- 4.2 The BBC shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within the time limit specified in the Special Definitions. If the Licensee does not receive notice that the Samples are acceptable, they are deemed unacceptable.
- 4.3 The prior approval of samples of use of the Trade Marks in programme listings or programme guides (if permitted under this Licence) is not necessary provided that:
- 4.3.1 the use of any logo complies with any relevant style guide and the artwork of the logo is as supplied by the BBC
- 4.3.2 the use is solely for the purpose of identifying the BBC's programmes, is commensurate with the use of the trade marks of any third party whose programmes also appear in the listings or guide, does not imply any endorsement by the BBC of any other person or of anything other than the BBC's programmes, and does not misrepresent the relationship between the BBC and any other person
- 4.3.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with within 24 hours of the receipt of the request.
- 4.3.4 where the use is other than On-line, the Licensee will in the edition following, or if earlier within 30 days of, receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with in the edition following, or if earlier within 30 days of, receipt of the request.
- 4.3.5 the BBC may at any time by notice to the Licensee withdraw the provisions of this clause 4.3 (so as to require the Licensee to obtain the BBC's prior approval of samples of use in programme listings or programme guides) and subsequently reinstate them



- 4.4 The Licensee may submit a Sample to the BBC at the address specified in the Special Definitions with a request that it be approved as a "Format", indicating which elements of it will be constant in each version produced. The BBC shall be under no obligation to grant approval as a Format, and may do so on such conditions as it sees fit. If a Format is approved by the BBC, Licensed Products in that format (an "Approved Format") may be produced by the Licensee without the need to obtain approval to each version provided that:
- 4.4.1 the constant elements are in accordance with the Approved Format
 - 4.4.2 the requirement to supply copies contained in clause 4.5 is complied with
 - 4.4.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the Approved Format or if the BBC reasonably requests changes and such requests have not been complied with within 24 hours of the receipt of the request
 - 4.4.4 the BBC may at any time by notice to the Licensee withdraw approval of an Approved Format under this clause 4.4 (so as to require the Licensee to obtain the BBC's prior approval of samples of each use)
- 4.5 The Licensee warrants that the Licensed Product shall conform in every way to the Samples as approved by or on behalf of the BBC and undertakes that:
- 4.5.1 it will make no use of any of the Trade Marks or of the Licensed Product other than for the purposes of complying with clauses 4.1, 4.2 or 4.4 as appropriate unless and until the Licensee has the express written approval of the BBC
 - 4.5.2 it will not make any alterations, modifications or changes to the Licensed Product without the specific written consent of the BBC. If any changes are made, the provisions of clauses 4.1, 4.2 or 4.4 as appropriate shall apply
 - 4.5.3 it will supply to the BBC free of charge further Samples of the Licensed Product as issued no later than the first day on which the Licensed Product is so released, and, upon request by the BBC (at intervals not more frequent than quarterly) and at the BBC's cost (which shall be at cost or the best trade price if greater), supply to the BBC further Samples of the Licensed Product as manufactured, sold, issued or made available.
- 4.6 The Licensee agrees to recall immediately on written demand by the BBC and at the Licensee's cost any Licensed Products distributed by or on behalf of the Licensee which fail to conform to the Samples approved by the BBC under this clause or which the BBC reasonably suspects to be defective and/or unsafe and/or in breach of legal requirements and the Licensee shall thereafter cease all distribution and/or sale of the same until such time as they have been corrected to the BBC's satisfaction. The Licensee will at all times have in place appropriate procedures to ensure that such recall and cessation can be effected immediately.

5 Rights in and Registration of the Trade Marks

The Licensee acknowledges and agrees that:

- 5.1 the BBC is the proprietor of the Trade Marks, any copyright, design rights and other intellectual property rights subsisting in and the goodwill relating to the Trade Marks
- 5.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall inure, and is hereby assigned, to the BBC
- 5.3 the Licensee will not use the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on the Licensed Product they are kept separate from, and are not used in any manner which could lead to confusion as to the ownership, the identity or the distinctive character of, the Trade Marks
- 5.4 except as permitted by law or as expressly provided by this Licence or any other written agreement between the parties, the Licensee will not make use of the Trade Marks, the name of the BBC or any of its Subsidiaries (present or future) or of any other trade mark, design, copyright or other intellectual property in which the BBC has proprietary rights
- 5.5 no application for trade mark nor (unless expressly permitted in writing by the BBC) for domain name registration of, or including, any of the Trade Marks may be made other than by the BBC. The Licensee shall if so required by the BBC co-operate with the BBC in securing or attempting to secure registration of



the Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Licensed Product as the BBC may reasonably request).

- 5.6 the BBC may register the Licensee as licensee or registered user of the Trade Marks in any part of the Territory where registration is necessary or desirable in accordance with the applicable trade mark law and such registration may be cancelled by the BBC on expiry or earlier termination of this Licence for whatever reason
- 5.7 the Licensee will on receipt of a request from the BBC enter into any further agreements or execute any documents reasonably required by the BBC in order to give effect to clause 5.2 and/or to secure any registrations or cancellations pursuant to clauses 5.5 and 5.6. If registration is at the request of the Licensee, the Licensee shall bear the costs of such registration but in any other case the Licensee's reasonable costs shall be met by the BBC

6 Trade Mark and Copyright Notices

The Licensee shall, unless otherwise agreed during the course of the sample approval process, cause to appear on every Licensed Product the notice "BBC and the BBC logo are trade marks of the British Broadcasting Corporation and are used under licence. Logo © BBC 1996" and/or such other markings or notices and in such locations and sizes as the BBC may from time to time require in order to give appropriate notice of the BBC's trade mark or other intellectual property rights.

7 Termination

- 7.1 Subject to subclauses 7.2 and 7.4 below, this Licence shall terminate on the termination or expiry of the Main Agreement for whatever reason save that if the Main Agreement provides for a sell-off period after expiry or termination the Licensee shall have the non-exclusive right to use the Trade Marks on the items covered by this Licence for such part of the sell-off period which falls within the Term, subject to the terms and conditions of this Licence
- 7.2 The BBC may terminate this Licence immediately on the giving of written notice to the Licensee if:
 - 7.2.1 the Licensee commits a breach of any of the terms of this Licence or the Main Agreement and fails to remedy such a breach (if capable of remedy) within 30 (thirty) days (or such shorter reasonable period as is specified in the notice) after receiving written notice from the BBC to do so, or the Licensee fails to comply with a notice served under clause 4.3.3; or
 - 7.2.2 the Licensee makes or authorises any representation or does or authorises any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or
 - 7.2.3 the Licensee or any company within its Group challenges the validity of or the BBC's title to any of the Trade Marks; or
 - 7.2.4 there is any change in control of the Licensee or any Holding Company of the Licensee unless such change of control occurs as part of a bona fide solvent restructuring within its Group; or
 - 7.2.5 any material step is taken with a view to the Licensee ceasing to carry on business, or going or being put into receivership, administrative receivership, administration, bankruptcy, liquidation or any equivalent process in any relevant jurisdiction
 - 7.2.6 the Licensee fails to comply with a notice served under clause 4.3.3, 4.3.4 or 4.4.3.
- 7.3 The Licensee will immediately notify the BBC of any event giving the BBC the right to terminate under clause 7.2.4 or 7.2.5
- 7.4 Either party may terminate this Licence forthwith on written notice if the continued performance of it is prevented for a period of 60 (sixty) days or more by reason of an event beyond the reasonable control of either party.
- 7.5 Subject always to clause 7.6 below, on expiry or earlier termination of this Licence the Licensee shall:
 - 7.5.1 immediately cease using the Trade Marks in any form and all rights granted under this Licence shall immediately revert to the BBC.



- 7.5.2 cancel and/or terminate forthwith all contracts, orders or requests for the supply of any Licensed Products and/or any goods or services which involve or may lead to any use, application or exploitation of the Licensed Products, save for orders agreed in writing by the BBC
- 7.5.3 on written notice from the BBC, at its own cost and at the BBC's discretion either (1) destroy or procure the destruction of all Licensed Products in its possession or control and furnish to the BBC a certificate evidencing destruction in a form acceptable to the BBC or (2) promptly deliver or procure the delivery of all such Licensed Products to the BBC in accordance with the BBC's reasonable instructions and to such address as the BBC may notify in writing to the Licensee.

The obligations in this clause 7.5 shall apply at the end of the Sell-Off Period to Licensed Products covered by clause 7.6.

- 7.6 During the Sell-off Period, the Licensee may, provided it is not in breach, distribute the Licensed Products which are declared in the statement referred to in clause 7.6.2 below, subject to the terms and conditions of this Licence and provided that
 - 7.6.1 greater quantities of Licensed Products have not been produced in the last 6 (six) months of the Term than have been produced on average in any six-month period of the Term
 - 7.6.2 the Licensee has no less than 60 (sixty) days prior to the end of the Licensed Period provided the BBC with a written statement indicating the number and description of the Licensed Products in the Producer's possession, under its control or in the course of manufacture at that time
 - 7.6.3 the Producer has, if required by the BBC, conducted a physical inventory to confirm the accuracy of the statement referred to in clause 7.6.2 in the presence of the BBC's duly authorised representative(s).
- 7.7 Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination and clauses 5.5, 5.7, 7.5, 7.6, 9 and 12.2 shall survive termination or expiry of this Licence

8 Infringement

- 8.1 The Licensee shall immediately give full particulars in writing to the BBC of:
 - 8.1.1 any actual, threatened or suspected infringement by a third party of any of the BBC's rights in and to the Trade Marks which comes to the Licensee's attention. The BBC shall not be under any obligation to take any legal or other action against any such third party. Should the BBC decide to take action against any such third party, the Licensee shall provide such cooperation or assistance in this connection as the BBC may reasonably request, including but not limited to joining the action as a party, the Licensee's reasonable costs for doing so being reimbursed by the BBC. The Licensee shall not be entitled to bring any action for infringement of the Trade Marks in its own name or on its own behalf
 - 8.1.2 any claim that the use of the Trade Marks by the Licensee infringes the rights of any third party in any part of the Territory ("Third Party Claim") which comes to the Licensee's attention. The Licensee shall make no comment or admission to any third party in respect of such claim without the prior written approval of the BBC such approval not to be unreasonably withheld, and shall provide such cooperation or assistance in defence of any such claim as the BBC shall reasonably require
- 8.2 If the BBC at any time reasonably considers that a Third Party Claim is well founded or that there is an unacceptable risk of a Third Party Claim, the BBC may inform the Licensee in writing specifying the Trade Mark in question and the applicable part of the Territory, whereupon the Licensee shall forthwith cease to use that Trade Mark in the Territory or the part of the Territory specified and the BBC shall have no liability to the Licensee as a result.

9 Warranties, indemnity and insurance

- 9.1 Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this Licence, but the BBC gives no other warranty including, without limitation, any warranty that there are no conflicting third party rights in any part of the Territory
- 9.2 The Licensee shall indemnify the BBC (which expression shall in this clause 9.2 include its officers, servants, agents, assignees and any company within the BBC Group) against all liabilities, loss, damages, costs and expenses including reasonable legal costs and attorneys' fees, that the BBC may directly incur as a result of the use of the Trade Marks by the Licensee, except insofar as they arise out of any breach of this Licence by the BBC



- 9.3 The Licensee shall arrange and maintain with a reputable insurer adequate (1) public and product liability insurance and (2) professional indemnity or errors and omissions insurance. The cover shall be at least three million pounds sterling (£3,000,000) in respect of any one claim (in the case of public liability) or in the aggregate (in the case of product liability and professional indemnity) and with scope of cover appropriate to the liability of the Licensee. The BBC shall be named as an additional insured, or the BBC's interest noted on the policy, unless otherwise agreed in writing. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Licence. The Licensee shall produce to the BBC on demand copies of the insurance policies maintained in accordance with the terms of this clause, and receipts for premiums required to be paid in relation to such policies.

10 Address for Notices

- 10.1 All notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers given below (until one party gives written notice to the other indicating otherwise) and shall be effective notwithstanding any change of address not so notified.

The BBC: The British Broadcasting Corporation
BBC Media Centre
201 Wood Lane
London W12 7TQ
Fax: 020 8008 1940

Attention: Head of Corporate Legal and Intellectual Property

The Licensee: as specified in the Special Definitions

- 10.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two days after dispatch (if by registered post or courier), seven days after posting (if by airmail) or the next business day following the date on which the facsimile was transmitted by the sender (if by fax).
- 10.3 Copies of all notices to the BBC must be sent to the address specified in the Special Definitions

11 Assignment etc

- 11.1 This Licence is personal to the Licensee which shall not assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of its rights or obligations under this Licence
- 11.2 Without prejudice to the generality of clause 11.1:
- 11.2.1 if the Licensee properly sub-licenses any of its rights under the Main Agreement to a third party (the "Sub-Licensee") and the Sub-Licensee wishes to use the Trade Marks, the Licensee shall procure that the Sub-Licensee shall prior to using the Trade Marks enter into a Trade Mark Licence directly with the BBC in a substantially similar form to this Licence
- 11.2.2 the Licensee may permit any company within its Group ("the Company") to exercise the Licensee's rights under this Licence on its behalf. The Licensee undertakes to supply full details to the BBC of any such permission, to notify the Company of the existence of this Licence, and to ensure the Company's compliance with it. The Licensee shall remain liable under this Licence for any acts of the Company
- 11.2.3 third parties ("Manufacturers") may be subcontracted to manufacture the Licensed Product for the Licensee. Manufacturers shall not distribute and/or sell the Licensed Product to anyone other than the BBC or the Licensee, or deal in any other way with the Licensed Product either within or outside the Territory. The Licensee shall remain liable under this Licence for any acts of Manufacturers.

12 General

- 12.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and, subject to clause 5.6, neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
- 12.2 Each party shall keep any confidential information relating to the business affairs of the other party and its Group secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than employees, agents or professional advisers of the disclosing



party or its Group who need to know such information for the purposes of acting under and pursuant to this Licence and/or the Main Agreement and who are made aware of and have agreed to comply with this clause. The obligations of this clause shall not apply to any disclosure of information which is required by law or by a competent regulatory authority, and shall cease to apply to any information which has come into the public domain through no fault of the recipient.

- 12.3 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.
- 12.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 12.5 To the fullest extent permitted by law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision of this Licence.
- 12.6 This Licence represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written, between the parties in relation to its subject matter. Neither party has entered into this Licence on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Licence. This sub-clause does not apply to any statement or representation made fraudulently.
- 12.7 Except as indicated in clause 9.2, no person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence. Notwithstanding clause 9.2, the parties shall not require the consent of any other person in order to vary or rescind this Licence by agreement
- 12.8 Each individual executing this Licence on behalf of a party hereto represents and warrants that he has been fully empowered by such party to execute this Licence and that all necessary action to authorise execution of this Licence by him has been taken by such party.
- 12.9 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.
- 12.10 The clause headings are for identification purposes only and shall not affect the meaning of the clauses themselves.

13 Law and jurisdiction

- 13.1 If and to the extent that this Licence applies in the US, it shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at the option of the BBC be subject to the exclusive jurisdiction of the English or US courts. If the BBC sues the Licensee for breach of this Licence in a US court and obtains a judgment holding the Licensee to be in breach, then the Licensee shall pay to the BBC its reasonable attorney fees and costs incurred in such suit and shall raise no objection to the court adding such amount to the judgment in the suit.
- 13.2 In any other case, this Licence shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and the parties hereby submit) to the exclusive jurisdiction of the English Courts.