BBC’S RELEASE POLICY FOR THE USE OF BBC COMMISSIONED AUDIO VISUAL CONTENT IN DIGITAL AND ONLINE SERVICES & PRODUCTS IN THE UK

1. **Context**

   1.1. The BBC’s standard agreement for commissioning independent productions sets out certain uses that can be made of programme extracts in the UK online and in digital products and services (these are the Commercial Download Rights, the Commercial Website Rights and the Promotional Online Rights, as defined in the agreement). Outside such uses, the exercise of other ‘Commercial New Media Rights’ require BBC consent.

   1.2. The BBC’s Business Framework for the commissioning of Independent Productions states that the BBC will publish a release policy to set out the BBC’s approach to providing such consent.

   1.3. As also recognised in the BBC’s contractual arrangements with independent producers, the BBC remains the primary source of audience programme information and promotional activity; however the BBC recognises that independent producers can play a key role in promoting programme brands beyond the BBC’s activities.

   1.4. The key principles applying to Additional Material are more broadly set out here.

   1.5. This policy outlines how independent producers may use programme material to help extend programme brands online for both promotional and commercial purposes in the UK.

   1.6. This policy is organic and it may therefore evolve and change over time in response to changes to the channel environment and market conditions. (Indie General Terms). As such, it will be reviewed and updated regularly and published on the BBC commissioning website. The BBC will also keep the operational workings of the policy under review.

   1.7. For the avoidance of doubt, embeddable clips published by the BBC can be embedded without permission at any time.

2. **Obtaining the BBC’s consent to release**

   2.1 Any specific proposals for use of programme material covered under the policy require explicit prior written approval by the BBC (except where the policy states otherwise).

   2.2 Requests for approval should be submitted to your usual BBC business affairs contact on a case-by-case basis, who will coordinate the approval process in as timely a manner as possible.

   2.3 Proposals for commercial and promotional digital extensions (such as apps, commercial websites, video-sharing and social media websites) should be shared as early and in as much detail as possible, and will be considered in accordance with the principles set out in this policy in a fair, reasonable and non-discriminatory manner.

   2.4 For proposals of particular complexity, scale or novelty, the BBC and the independent producer will need to work in close collaboration to ensure compliance with the guidelines and that all activities across public service, promotional and commercial spaces are coordinated.

   2.5 In responding to a consent request, the BBC will respond in a timely fashion and may attach reasonable conditions to any approval, in order to provide the BBC comfort that the proposition will comply with this policy.
3 **General principles**

Any use of programme material in the UK online and in digital products and services for both promotional and commercial purposes must:

3.1 **fit with the overall genre editorial mission, strategy and values** (in the BBC’s sole discretion)

3.2 **be clearly distinct from and complementary to the BBC digital offer**

3.3 **fit with audience expectations** - ensuring that they cannot ‘buy’ their way to a better premiere experience of BBC content and is not likely to cause confusion about what their licence fee buys and what is offered on a commercial basis. For example:

- it is not designed as a paid for or ad-funded companion to the BBC broadcast in a manner that provides the impression that the BBC is ‘commercialising’ the broadcast or has authorised a third party to do the same
- it does not contain material or features which are crucial to the full understanding or enjoyment of the programme itself

4 **Conditions of use**

Any use which is authorised in accordance with this policy will need to comply with the following provisions:

4.1 At all times **comply with all the requirements set out in this policy and all relevant BBC guidelines** including [Editorial Guidelines](#), [Fair Trading Guidelines](#), [Third Party Brand and Design Guidelines](#) and [BBC Social Media Guidelines](#).

4.2 **Promotional clip use** is subject to the following use restrictions:-

4.2.1 Programme clips standalone or in aggregate up to a total duration of 3 minutes in total per 30 mins of Programme or episode running time (unless otherwise agreed with the BBC); and

4.2.2 For programmes less than 15 mins in duration, the clip length is no more than 20% of the overall episode running time (unless otherwise stipulated by the BBC) and;

4.2.3 Must include the BBC branding in accordance with the Third Party Brand and Design Guidelines referred to above.

4.3 **Commercial clip use** is subject to the following use restrictions:-

4.3.1 Programme clips standalone or in aggregate up to a total duration of 5 minutes in total per 30 mins of Programme or episode running time (unless otherwise agreed with the BBC); and

4.3.2 For programmes less than 15 mins in duration, the clip length is no more than 20% of the overall episode running time (unless otherwise stipulated by the BBC) and

4.3.3 Must include the BBC branding in accordance with the Third Party Brand and Design Guidelines referred to above.

4.3.4 In each instance the BBC’s specific prior consent is required in relation to the restrictions set out in the [Library Sales Policy](#).
4.3.5 A holdback on advertising until;
- the end of the initial iPlayer window
- 12 months after first TX of the last episode for all Children’s programming after which age appropriate advertising is permitted

4.3.5 25% Net Revenue payable to the BBC for exploitation in the UK during the Licence Period.

4.4 It must not be accessible from any public service broadcaster branded service which is operated by or on behalf of any other public service broadcaster.

4.5 All use is subject to appropriate underlyign rights clearance.

4.6 Any use of clips featuring BBC contracted talent would need specific BBC approval from the BBC Editorial and Business Affairs Representative.

4.7 The timing of release complies with the following:

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<thead>
<tr>
<th>When</th>
<th>Promotional Use</th>
<th>Commercial Use</th>
</tr>
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<tbody>
<tr>
<td>Pre TX</td>
<td>Embed clips or request release subject to 4.2</td>
<td>• No release considered</td>
</tr>
<tr>
<td>iPlayer window</td>
<td>Embed clips or request release subject to 4.2</td>
<td>• 20 sec Previews of DTO titles only</td>
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<tr>
<td>(from Day 1 – Day 30</td>
<td></td>
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<td>of programme or last ep in the series)</td>
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<tr>
<td>Post iPlayer Window</td>
<td>Embed clips or request release subject to 4.2</td>
<td>• No requests required so long as use follows policy subject to 4.3</td>
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<tr>
<td></td>
<td></td>
<td>• 12 months ad holdback for Children’s only</td>
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4.8 In relation to use of programme material on YouTube:

4.8.1 **Context**
The BBC has various successful YouTube channels which exist for the purpose of promoting its content. The BBC YouTube channels feature playlists of clips from in-house, indie, co-produced and acquired content, which in the main, will also be accessible on BBC television channels or websites.

In order to fully promote all of the BBC brands, the BBC considers requests made by third parties to create YouTube channels (or other video sharing websites) in the UK based on titles currently under licence.

Any request would need to be complimentary to the brand and the BBC’s own promotional activity as set out above. Please see Annex 1 for provisions relating to the management of published clips and infringing copies.

4.8.2 **Definitions**

**BBC iPlayer window:** 30 days from first TX of the Programme or Series if multiple episodes.
**Content ID System:** YouTube’s system that allows IP holders or licensed distributor with YouTube Partner status to use the YouTube Content Management System to identify and subsequently claim, block, track or monetise videos that breach copyright by unauthorised users publishing content on YouTube.

**Third Party YouTube Channel:** A channel managed by an IP owner or licensed distributor whose content is under licence to the BBC in the UK.

**YouTube Content Manager System (CMS):** The CMS allows the account holder to manage how content is published, displayed and monetised on its YouTube channels.

**YouTube Partner Channel:** A channel that has ‘Partner’ status with YouTube, unlocking features in its CMS that allow for content suitability and child safety where applicable.

### 4.8.3 BBC requirements:

If the BBC provides approval for a third party to create a dedicated YouTube channel in the UK based on a BBC commissioned title, the following requirements will apply:

a) A Third Party YouTube Channel will need to be set up as a YouTube Partner Channel and administered by the third party producer.

b) If the third party producer chooses not to create a YouTube Partner channel direct with YouTube, a Third Party YouTube Channel could be created by a third party distributor on behalf of the producer so long as the third party complies with the terms and provisions outlined in this policy.

c) The YouTube channel would need to include the relevant BBC channel as a featured channel.

d) The BBC has approval over the choice of Programme material (including Additional Material commissioned by the BBC) featured on the Third Party YouTube Channel to ensure the content is complimentary to the brand and the BBC’s own promotional activity.

e) The third party producer is responsible for all costs of creating its own YouTube channel including the cost of clearing underlying rights of all featured content if not already covered under promotional use in line with union agreements.

f) The third party would be responsible for uploading programmes based on its IP onto the Content ID System and addressing of unauthorised content with specific regards to the removal of clips which exceed 2’in total per episode and any inappropriate clips which could bring either the programme brand or the BBC into disrepute. Please see Annex 1 for detail.

g) If a third party producer chooses not to create a YouTube channel and upload its content onto the Content ID system, the BBC may, on its behalf, upload content it has under license to the YouTube Content ID system to moderate illegal postings as described above.

h) Any YouTube channel featuring BBC commissioned content would need to adhere to the BBC Third Party Brand and Design Guidelines.

i) Comments would need to be disabled on YouTube channels containing BBC commissioned Children’s content.

### 4.8.4 Other video-sharing internet services

Use of programme material on any other video-sharing internet service would be subject to equivalent requirements.
Annex 1: Use of YouTube Content ID for the management of clips published on YouTube

**YouTube Rights Management**

Is the producer a YouTube Partner using YouTube’s Content ID system?  
(either directly or via 3rd party/distributor)

- **No**
  - **BBC shall publish clips up to 5min in 30min as per the General Terms**
    - The BBC may upload reference files and identify itself as the “Copyright Owner” in YouTube’s Content Manager to in order to protect copyright infringement by third parties.
  - **BBC to whitelist Producer channels**
    - By Whitelisting channels, Content ID will not identify clips from producers as potential infringing copies.
  - **BBC shall:**
    - Claim and track all infringing clips up to 2 minutes.
    - Block all clips over 2 minutes.
    - The BBC shall publish promotional clips in accordance with General Term 16.

- **Yes**
  - **Producer shall upload reference files of the entire programme in order to protect copyright infringement.**
    - Note, this content should not be publicly viewable.
  - **Producer to whitelist BBC channels**
    - By Whitelisting channels, Content ID will not identify clips from producers as potential infringing copies.
  - **Producer shall:**
    - Claim and monetise all infringing clips up to 2 minutes.
    - Block all infringing clips over 2 minutes.
    - Producer shall publish promotional and/or commercial clips in accordance with the release policy.

**Whitelist:** YouTube’s system for preventing Content ID from claiming videos that particular users upload. Channels are excluded from Content ID claims by adding to a whitelist.