

# **BBC'S RELEASE POLICY FOR THE PRODUCER'S USE OF BBC COMMISSIONED PROGRAMME CLIPS OR ADDITIONAL MATERIAL IN DIGITAL AND ONLINE SERVICES & PRODUCTS IN THE UK**

## **1. Context**

- 1.1 The BBC's standard agreement for commissioning independent productions sets out (a) what uses of programme extracts the BBC can make, and (b) which uses the producer can make 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. The BBC commits to publishing its approach to providing such consent in paragraph 3.2(c) of the [BBC's Business framework for the commissioning of independent productions](#) and GT 12.8.

As part of the 'BBC Public Service Rights', the BBC is entitled to use extracts of the Programme for publicity purposes and to exercise the 'New Media Extract Rights'. The producer's clip delivery requirements are set out in the Delivery Items set out at the following url: <http://downloads.bbc.co.uk/commissioning/site/delivery-items-november-2020.pdf>. NB: Clips delivered by the producer must be cleared and compliant for the BBC's uses.

- 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 its consent. Whilst the BBC remains the primary source of audience programme information and promotional activity, it recognises that independent producers can play a key role in promoting programme brands beyond the BBC's activities. However, it is important that the producer's activity is complementary to the BBC's activity.
- 1.3 The key principles applying to Additional Material are more broadly set out [here](#).
- 1.4 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.
- 1.5 This policy is organic and it may therefore evolve and change over time in response to changes to the channel environment and market conditions. 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.

## **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 from your usual BBC business affairs contact who will coordinate the approval process in a timely manner and may attach reasonable conditions in order to provide the BBC with comfort that the proposition will comply with this policy.
- 2.2 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. The independent producer shall make the BBC aware of its proposed use to allow the BBC to ensure compliance with the guidelines and that all activities across public service, promotional and commercial spaces are coordinated.

### 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](#) and BBC's Social Principles and BBC Marketing and Promotional Terms.
- 4.2 Please note that the use/licensing of clips within new programmes must follow the requirements of the [Library Sales Policy](#). In considering a request for consent under this policy, the BBC may withhold consent if the proposed clip falls into any of the restricted categories set out in the Library Sales Policy.
- 4.3 The share of Net Revenue payable to the BBC for exploitation in the UK during the Licence Period as set out under General Term 16.1.2(iii) of the programme's commissioning agreement, is reportable to [BBCRoyaltyReporting@bbc.co.uk](mailto:BBCRoyaltyReporting@bbc.co.uk).
- 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 **underlying 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 For the avoidance of doubt, embeddable clips published by the BBC can be embedded within other websites without permission at any time.
- 4.8 Furthermore, the promotional and commercial use of clips are subject to the following limitations:

When	Promotional Use of Clips:	Commercial Use of Clips:
Pre TX	<ul style="list-style-type: none"> <li>Up to 3min in a 30min programme, standalone or in aggregate</li> <li>Up to 20% of programmes &lt;15min</li> <li>Those clips which have been created in accordance with the caps set out above may be merged together to create a compilation of up to 10min per series.</li> </ul>	<ul style="list-style-type: none"> <li>Up to 5min in 30min programme standalone or in aggregate</li> <li>Up to 20% of programmes &lt;15min</li> </ul>
The initial iPlayer window	<ul style="list-style-type: none"> <li>Pre BBC TX or first iPlayer availability in coordination with BBC marketing and publicity</li> <li>No ads around promotional assets in the UK on any platform</li> </ul>	<ul style="list-style-type: none"> <li>No release considered</li> <li>No compilations</li> <li>No release considered except for 20 sec previews of DTO titles only</li> <li>No compilations</li> </ul>
Post the initial iPlayer window	<ul style="list-style-type: none"> <li>Ads can be served against promotional assets in the UK</li> </ul>	<ul style="list-style-type: none"> <li>Release considered</li> <li>Compilations must not exceed a total length of 10min per series.</li> <li>Notification to the BBC Business Affairs in writing describing proposed usage and confirming it complies with the conditions set out in this policy.</li> <li>Whilst the initial iPlayer window for Childrens is 4 years and for BBC Three it is 2 years, a 12 months ad holdback will apply for Children’s and BBC Three.</li> </ul>



#### 4.9 In relation to use of programme material on YouTube:

##### 4.9.1 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.

##### 4.9.2 Definitions

**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.

#### 4.9.3 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.

#### 4.9.4 Other video-sharing internet services

Use of programme material on any other video-sharing internet service would be subject to equivalent requirements to the extent that those platforms enable it.

### **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 3<sup>rd</sup> party/distributor)*

**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.

