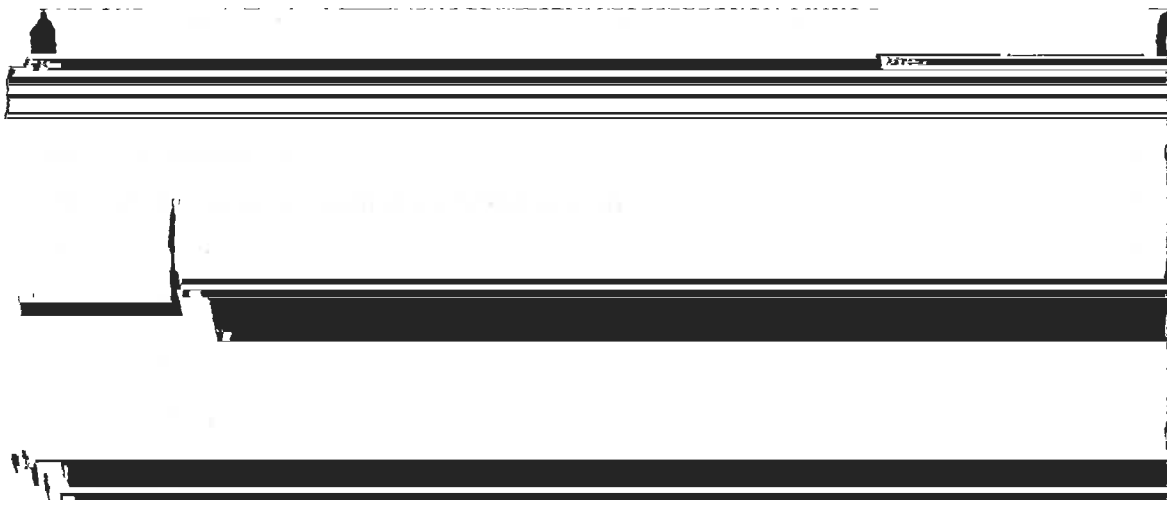


**BBC/IS AGREE E T**

**019**

**CONTENTS**

|     |                                 |   |
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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 INCORPORATED SOCIETY OF MUSICIANS of 4-5 Inverness Mews, London, W2 3JQ ("the ISM")

(A) SCOPE OF AGREEMENT

This Agreement sets out the minimum terms and conditions for:

[REDACTED]

(i) the engagement of professional musicians (who perform music for part or whole of their livelihood) to give Performance(s) for inclusion in BBC Content as a:

- Soloist (instrumentalist and vocalist) or as a Conductor in a concert

[REDACTED]

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

**This Agreement shall:**

- (i) ~~commence in effect on 1<sup>st</sup> April 2010 ("the Commencement Date")~~
- (ii) replace all Previous Agreements with the ISM 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 1<sup>st</sup> April 2010~~

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.

(C) PARTS

**PART ONE: PUBLIC CONCERTS AND RECORDING SESSIONS OF CLASSICAL MUSIC**

**1 BBC Public Concert with a paying audience**

1.1 Musicians shall be paid an engagement fee comprising **Public Concert Fee** and a **Relay Fee**.

1.2 **Public Concert Fee:** negotiable, but not less than

| 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21. – 31.3.2022 |
|------------------|------------------|---------------------|
| £176             | £180             | £184                |

1.3 **Relay Fee:** a percentage of the agreed Public Concert Fee, at the following rates, as applicable:

**Audio Content**

**Minimum Relay Fees**

| Fee        | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21. – 31.3.22 |
|------------|------------------|------------------|-------------------|
| Up to £750 | 50%              | n/a              | n/a               |

**Audio-Visual Content**

**Minimum Relay Fees**

| Public Concert Fee |     | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21. – 31.3.22 |
|--------------------|-----|------------------|------------------|-------------------|
| Up to £750         | 75% | £291             | £297             | £303              |
| £751-£2000         | 75% | £291             | £297             | £303              |
| £2001-£5000        | 75% | £291             | £297             | £303              |

## 2 Non-BBC Public Concert with a paying audience

2.1 Musicians shall be paid an engagement fee comprising a **Relay Fee** only.

2.2 **Relay Fee:** a percentage of the Musician's Public Concert Fee paid by the concert promoter, subject to a minimum payment as set out below:

### Audio Content

|                    |     | Minimum Relay Fees |                  |                  |
|--------------------|-----|--------------------|------------------|------------------|
| <b>A</b>           |     |                    |                  |                  |
| Public Concert Fee | %   | 1.4.19 – 31.3.20   | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
| £0-£367            | n/a | £116               | £118             | £120             |
| £368-£500          | n/a | £121               | £123             | £125             |
| £501-£2000         | 15% | £137               | £140             | £143             |
| £2,001-£10,000     | 10% | £315               | £321             | £327             |
| <b>Fixed Rate</b>  |     |                    |                  |                  |
| U<br>£10,000 +     | n/a | £1050              | £1071            | £1092            |

### Audio-Visual Content

| Public Concert Fee | % | Minimum Relay Fees |                  |                  |
|--------------------|---|--------------------|------------------|------------------|
|                    |   | 1.4.19 – 31.3.20   | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
| <b>Minimum</b>     |   | £275               | £281             | £287             |
| <b>Maximum</b>     |   | £4200              | £4284            | £4370            |

### 3 Short Music Items performed at Public Concerts

3.1 If the BBC wishes to record only Short Music items performed in a Public Concert, Musician(s) shall be paid a Short Music Item Relay Fee, at the following rates as applicable, which will entitle the BBC to record up to a maximum of 10' of Performances in a period of 2 hours or less

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|                             |      |      |      |
|-----------------------------|------|------|------|
| <b>Audio Content</b>        | £87  | £89  | £91  |
| <b>Audio-Visual Content</b> | £174 | £177 | £181 |

### 4 BBC Public Concerts (with a non-paying audience) and Recording Sessions

|  |  |  |  |
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|                                   | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.20 – 31.3.22 |
|-----------------------------------|------------------|------------------|------------------|
| <b>Engagement Fee (per 3 hrs)</b> | £176             | £180             | £184             |
| <b>Each additional hour</b>       | £59              | £60              | £61              |
| <b>Rehearsal Fee (per 3 hrs)</b>  | £89              | £91              | £93              |

#### Audio-Visual Content

|                                   | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
|-----------------------------------|------------------|------------------|------------------|
| <b>Engagement Fee (per 3 hrs)</b> | £387             | £395             | £403             |
| <b>Each additional hour</b>       | £130             | £133             | £136             |
| <b>Rehearsal Fee (per 3 hrs)</b>  | £89              | £91              | £93              |

**PART TWO: CHURCH SERVICES**

|                  | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
|------------------|------------------|------------------|------------------|
| Choral Musicians | £89              | £94              | £93              |
| Organist         | £120             | £122             | £124             |
| Conductor        | £201             | £205             | £200             |

for a maximum of 12 Choral Musicians, 1 Organist and 1 Conductor, unless otherwise agreed in advance, at the following rates

**Audio Content**

|                  | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
|------------------|------------------|------------------|------------------|
| Choral Musicians | £89              | £94              | £93              |
| Organist         | £120             | £122             | £40              |
| Conductor        | £201             | £205             | £54              |
|                  |                  |                  | £92              |

**Audio-Visual Content**

|                  | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.20 |
|------------------|------------------|------------------|------------------|
| Choral Musicians | £158             | £161             | £164             |
| Organist         | £236             | £241             | £246             |
| Conductor        | £387             | £395             | £403             |

Such fees shall be deemed to include all time on call to the BBC on the day of the Church Service, including rehearsal(s) on the same day, or on the previous day for any Church Services taking place in the morning.



**PART THREE: CONSENTS AND GRANT OF RIGHTS**

[Redacted content]

**PART FOUR: PRIMARY USES**

**7 PRIMARY USES OF BBC CONTENT**

7.1 The following uses are permitted by payment of an engagement fee (save where only Restricted Primary Uses are permitted under clause 8 below):

**7.1.1 BBC Public Service uses:**

**BBC Network Broadcast**

[REDACTED]

**Deferred BBC Network Broadcast**

[REDACTED]

A broadcast within 30 days of a BBC Network Broadcast in any or all Public

[REDACTED]

BBC Public Services for BBC Joint Venture Services and any other services in which

[Redacted]

[Redacted]

[Redacted]

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 broadcasts are restricted to those made |               |
|             | by BBC Nations & BBC English Regions        | 75            |

**Rate per 30' Performance**

|  | 1.4.19 – 31.3.20 | 1.4.20 – 31.3.21 | 1.4.21 – 31.3.22 |
|--|------------------|------------------|------------------|
| <b>For consent to film and for use in all BBC Public Services (including BBC Red Button but excluding broadcasts in all other Television Services)</b> | £33              | £34              | £35              |
| <b>For consent to film and for use in all BBC Public Services (excluding broadcasts in any Television Services)</b>                                    | £22              | £23              | £24              |

**PART FIVE: 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

~~9.1.1 The BBC shall be entitled to re-use extracts of existing BBC Content whether given under this Agreement or under Previous Agreements.~~

BBC Content whether given under this Agreement or under Previous Agreements.

~~9.2 No payments shall be due for any Secondary Use of BBC Content containing extracts~~

~~9.2.1 No payments shall be due for any Secondary Use of BBC Content containing extracts of BBC Content whether given under this Agreement or under Previous Agreements.~~

## 11 SECONDARY USE OF AUDIO CONTENT

### 11.1 Repeat Broadcasts

A repeat fee shall be payable for the first or any subsequent BBC Network Broadcast repeat, or BBC World Service Broadcast Cycle repeat which may be made either as

P Y G

|  | With engagement fee    | On repeat broadcast                    |
|--|------------------------|--|
| Radio 1, 2, 3, 4 & 5 Live, BBC Nations and BBC English Regions               | 100%                   | 100%                                   |
| World Service Radio  | 50%                    | 50%                                    |
| <b>BBC Promoted Public Concerts</b>  |                        |  |
|  | 1 <sup>st</sup> Repeat | 2 <sup>nd</sup> and Subsequent Repeats |
| Radio 1, 2, 3, 4 & 5 Live, BBC Nations and BBC English Regions               | 100%                   | 75%                                    |
| World Service Radio  | 50%                    | 50%                                    |
| <b>Public Concerts with a non-UK audience, Recording Sessions and Church</b> |                        |  |
| Radio 1, 2, 3, 4 & 5 Live, BBC Nations and BBC English Regions               | 35%                    | 50%                                    |
|  |                        | 10.5%                                  |



## 12.2 Residual Buy-Out Fees

### All

|   |                           |     |
|---|---------------------------|-----|
| All Commercial Exploitation except for Theatric Exhibition, Home Video Exploitation and Commercial Audio Exploitation | World excluding UK & Eire | 30% |
| 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                 | 20% |
| Theatric Exhibition   | World                     | 10% |
|   | Europe                    |     |
|   | World (excluding ...)     |     |
| Short Music Items: all uses of BBC Content (except for Commercial ...)  |                           | 65% |
| All BBC Public Service uses (excluding broadcasts in BBC One, BBC Two and BBC Radio)                                  |                           | 10% |

## 13 Royalties – General



[REDACTED]

12.2 Following [REDACTED]

[REDACTED]

**14 Royalties – Payments**

|  | <b>Commercial Exploitation</b>   | <b>Royalty Rate</b> |
|--|--|---------------------|
| All except for Home Video Exploitation | Performances with Musician(s) engaged under the terms of the BBC/MU Agreement        | 6%                  |
|  | Performances with Musician(s) engaged only under the terms of this BBC/ISM Agreement | 17%                 |
| Home Video Exploitation                |  |                     |

15.1 The ISM warrants on behalf of its members that for the purposes of news reporting:

15.1.1 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

**(D) GENERAL PROVISIONS**

**16. Equal Opportunities**

16.1 The Parties are committed to fair and non-discriminatory employment practices and will not unlawfully discriminate in the engagement of Musicians on grounds of their 'protected characteristics'. See here for full details:

<https://www.gov.uk/discrimination-our-rights>

[http://s:intranet.atewa.bbc.co.uk/olic/Documents/BBC%20Bull in %20and%20Harass](http://s:intranet.atewa.bbc.co.uk/olic/Documents/BBC%20Bull%20in%20and%20Harass)

**19 Disputes Procedure**

In the event of an unresolved dispute between an individual Musician and the BBC  
relative to this Agreement or between the ICM and the BBC the matter will in the

[REDACTED]

first instance be dealt with by representatives of the parties. If there is any failure to agree a solution the parties shall decide on and submit to a suitable forum for formal mediation.

**20 Quit Claim**

20.1 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

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**(E) DEFINITIONS**

In this Agreement, capitalized terms will have the meanings given to them in this Section (E)

[REDACTED]

**Audio-Visual Content** Content with both an audio and a visual component.

**BBC** The BBC as defined by Royal Charter and BBC Subsidiaries

**BBC Content** Content that is produced by the BBC or by an independent producer

[REDACTED]

**BBC Network Broadcast** A single broadcast simultaneously in any or all BBC Public Services

**BBC Public Service(s)** Any service or activity now existing or developed in the future which is provided or carried out in the delivery of the BBC's obligations and

[REDACTED]

Agreement with the Secretary of State for Culture, Media and Sport (and any successor to or variations of such Charter & Agreement) by any means now existing or developed in the future and in accordance

**BBC Studios** BBC Studios Media Entertainment Group Limited (the "BBC Studios")

[REDACTED]

**Chamber Music** \_\_\_\_\_ Chamber music composed for a small number of Musicians to be

[REDACTED]

performed with or without a Musician to direct and without a conductor

**Choral Musician(s)** \_\_\_\_\_ Vocal Musicians performing in a professional choir composed by the

[REDACTED]



**Relay Fee(s)** Payments due under this Agreement which permit the BBC to produce, record, broadcast and otherwise communicate recordings of the Performance(s) and use them in the BBC Content in accordance with the terms of this Agreement.

**Performance(s)** Performance(s) of music whether in whole or in part, and any attendant and agreed contributions forming part of the engagement.

**Previous Agreements** Any and all previous agreements between the BBC and the ISM.

**Primary Uses** Uses permitted by payment of an engagement fee as set out in Part 6.

**Public Concert** A programme of Live Performance(s) given for an audience.

**Filming Fee**

**Productions**

(F) SIGNATORIES

~~As authorized signatories on behalf of the parties we hereby confirm the~~  

---

SIGNED BY:



SIMON BROWN

FOR BRITISH BROADCASTING CORPORATION

DATE

30th July 2019

SIGNED BY:



DEBORAH ANNETTS

FOR INCORPORATED SOCIETY OF MUSICIANS

DATE

16<sup>th</sup> October 2019

