

PROGRAMME ID:

To be completed by channel

PROPELLER – LICENCE AGREEMENT

BETWEEN

PROPELLER TV LIMITED, trading as the Propeller Channel Of Immage Studios, Margaret Street, Immingham, North East Lincolnshire, DN40 1LE ("Propeller")

AND

LICENSOR NAME: ("Licensor")

LICENSOR ADDRESS:

Date:

Dear Sirs

(A) The purpose of this licence agreement is to confirm the terms agreed between the Licensor and Propeller for the use by Propeller of the Film. "Film" shall mean the film described in point 1 below and shall include all material incorporated and embodied in the film and shall include the soundtrack.

(B) The purpose of the Propeller Channel is to showcase new film & television talent. Film material may be transmitted on the channel or its Website and via any means of dissemination under the control of or available to the channel in pursuit of the channel's purpose. Any authorisation by Propeller of third party transmission on other media will be expressly for the use of publicity and promotional purposes only and will be limited to 30 seconds.

1. Film (title)	
2. Licence Fee:	£1 (Receipt of which is hereby acknowledged)
3. Licence Period:	3 years from the date of this Agreement
4. Territory:	All countries throughout the world
5. Rights	The non-exclusive right to transmit and broadcast the Film in whole or in part and to authorise others to do so whether by cable or digital means howsoever such services are delivered, whether such systems are in existence now or created in the future, including without limitation delivery by means of satellite transmitters, including, without limitation, standard, free to air, subscription, pay per view and the Internet, including, for the avoidance of doubt, by way of video on demand provided only that any such transmission or broadcast is in accordance with (B) above
6. Permitted Usage:	The permitted usage is unrestricted except for the limitations set out in (B) above
7. Special Terms:	It is a pre condition that the Licensor has a clean chain of title and all rights, consents and waivers from third parties have been obtained and are available for inspection by Propeller if required. This includes all music clearance.
8. Terms	In consideration of the payment by Propeller to the Licensor of the Licence Fee the Licensor hereby grants to Propeller the Rights granted hereunder to enable Propeller to transmit and broadcast, to authorise others to do so and to promote the Film or any part(s) thereof in accordance with the Permitted Usage throughout the Territory for the duration of the Licence Period.
9. Termination	This agreement can be terminated by the Licensor at any time by giving 90 days notice in writing to Propeller

10. Notwithstanding B above, Propeller shall be entitled at its sole discretion to transmit not more than [1] minute of the Film for the purpose of programme announcement, trailing and post – transmission comment or review in connection with each transmission of the Film, and, without further payment, to publicise and promote the Film by any means and in any format and in any media
11. All other terms and conditions of this agreement are as set out in the Propeller Standard Terms and Conditions which shall be deemed to be incorporated in and form a part of this agreement.
12. The Propeller Clearance Form and Propeller Compliance Form must be completed and attached to this agreement and shall be deemed to be incorporated in and form part of this agreement.

PROPELLER STANDARD TERMS AND CONDITIONS

1. For the avoidance of doubt, the licence of Rights by the Licensor to Propeller herein includes the right of Propeller to edit and dub the Film, but not to omit credits, where censorship or time constraint decree.
2. Propeller shall have the non-exclusive right to use (for the purposes of publicity and promotion in connection with the Film only) the name, likeness and biography of any persons connected with the Film.
3. Propeller shall have the right to store the Film on its servers or any other storage facility electronic or otherwise that Propeller in its sole discretion deems appropriate, including any storage facility in existence now or invented in the future.
4. The Licensor warrants that:
 - 4.1 It is the copyright owner or sole licensee of the copyright in the Film and it has not previously granted or licensed any rights in the Film that may conflict with the Rights licensed herein and it has obtained all necessary rights, waivers and consents including without limitation those of any third party whose performance and/or copyright works are embodied in the Film and it has the authority to enter into this agreement and to licence to Propeller the rights herein licensed;
 - 4.2 nothing in the Film and the exercise by Propeller of the rights herein licensed will infringe the rights or interests (including copyright, performers rights, music licence and moral rights) of any other party in the Territory (please attach signed copyright clearance form and compliance form as supplied by Propeller);
 - 4.3 save as otherwise expressly provided herein, Propeller shall not be liable for any payments to any other party in connection with the exercise by Propeller of the Rights herein licensed;
 - 4.4 there are no claims, proceedings or litigation in respect of the Film, which might in any way diminish or infringe upon the rights herein granted and licensed;
 - 4.5 the Film does not contain any obscene, racist or defamatory material, does not breach any confidence and will not expose Propeller to civil or criminal proceedings;
 - 4.6 the music synchronised with the Film has been cleared for use in broadcast television and all other media throughout the Territory for the duration of the Licence Period.
5. The Licensor shall indemnify Propeller in respect of all actions, losses, damages and costs (including legal costs) arising directly or indirectly by reason of any breach, non-observance or non-performance of any conditions, warranties and representations made by the Licensor under this agreement.
6. Propeller shall be responsible for all returns to the Performing Rights Society
7. Propeller agrees to transmit the on screen credits in the Film.
8. This agreement gives Propeller the right but not the obligation to transmit or otherwise exploit the Film in accordance with the terms of this Licence.
9. Both parties undertake not to disclose or permit the disclosure to any third party of any information relating to the confidential business of the other party without the prior consent of the other party.
10. Propeller shall not be entitled to assign or licence the benefit of this agreement in whole or in part without the express approval of the Licensor
11. This agreement shall not constitute a partnership or joint venture between the parties.
12. Either party may terminate this agreement where the other party has committed a material breach of its obligations under this agreement unless such party rectifies the position within 30 days of notification of the breach.

13. This agreement sets forth the entire agreement between the Licensor and Propeller regarding the Film and supersedes all previous agreements (whether written or oral) between the Licensor and Propeller with regard thereto and any amendment to this agreement must be in writing and signed by an authorised representative of each party.
14. This agreement shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this agreement.

Please sign and return this agreement indicating your acceptance of its terms.

Yours faithfully,

An authorised representative
for and on behalf of
PROPELLER

Read and agreed (an authorised representative)
for and on behalf of

Appendix 1. European coverage in part or in whole

1. Åland Islands	2. Latvia
3. Albania	4. Liechtenstein
5. Andorra	6. Lithuania
7. Austria	8. Luxembourg
9. Belarus	10. Macedonia
11. Belgium	12. Malta
13. Bosnia	14. Moldova
15. Bulgaria	16. Monaco
17. Croatia	18. Netherlands
19. Cyprus	20. Norway
21. Czech Republic	22. Poland
23. Denmark	24. Portugal
25. Estonia	26. Romania
27. Faroe Islands	28. Russia
29. Finland	30. San Marino
31. France	32. Serbia & Montenegro
33. Germany	34. Slovakia (Slovak Rep)
35. Gibraltar	36. Slovenia
37. Greece	38. Spain
39. Hungary	40. Svalbard & Jan Mayen Is.
41. Hungary	42. Sweden
43. Iceland	44. Switzerland
45. Ireland	46. Ukraine
47. Italy	48. United Kingdom

The satellite transmission may reach other countries not listed here. There is no guarantee the satellite transmission will reach all the countries in part, or in their entirety.



PROGRAMME ID:	
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PROPELLER – COMPLIANCE & CLEARANCE FORM

FILM TITLE	
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GENRE

<input type="checkbox"/> DRAMA	<input type="checkbox"/> ANIMATION	<input type="checkbox"/> COMEDY	<input type="checkbox"/> DOC	<input type="checkbox"/> MUSIC/FASHION	<input type="checkbox"/> OTHER <i>Give details</i>
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DETAILS - OTHER:

FILM LENGTH <i>(minutes & seconds)</i>		
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WATERSHED

The 9pm television Watershed is used to distinguish between programmes intended mainly for family viewing and those programmes intended for an adult audience

Pre-watershed	<input type="checkbox"/> YES	Post-watershed	<input type="checkbox"/> YES
	<input type="checkbox"/> NO		<input type="checkbox"/> NO

FILM DETAILS

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(Brief synopsis)

COMPLIANCE QUESTIONS

Please tick the box if your film contains any of the following:

1	LEGAL ISSUES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Notes:
	LANGUAGE			
2	Strong	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
3	Mild bad language	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
4	Possibly offensive terms	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
5	SEXUAL CONTENT	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

6	Sexual Innuendo	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
7	NUDITY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	VIOLENCE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
8	Real life	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
9	Fictional	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
10	Involving children	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	IMITATIVE BEHAVIOUR			
11	Drug abuse	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
12	Suicide	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
13	Other e.g. weapon	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	PORTRAYAL			
14	Disabilities/religion/minorities	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
15	Cultural sensitivities	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
16	DISTURBING IMAGES/SOUNDS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
17	Disaster/accidents/ kidnapping	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
18	Psychic/horror	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	REAL LIFE			
19	Criminals	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
20	Public figures – as contributors	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
21	Public figures – reference to	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
22	Sensitive content issues	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
23	SECRET RECORDING	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	IMPARTIALITY			
24	Personal view/authored	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
25	Major controversial matters	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	ACCURACY			
26	Reconstruction	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
27	Living people drama	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
	CONFLICT OF INTEREST			
28	Presenters/guests	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
29	Producers/production	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
30	COMMERCIAL REFS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
31	Sponsor or brand refs	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
32	Products featured	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

33	FLASHING IMAGES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
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NB: If yes box has been ticked, details and reference time codes must be given

CONTENT ANNOUNCEMENT REQUIRED (for example, is there flashing imagery in your film that could cause epilepsy etc)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
APPROVED BY:			
SUGGESTED WORDING:			
DOES FILM INCLUDE:	Details:		
<input type="checkbox"/> Telephone number <input type="checkbox"/> Website/postal address <input type="checkbox"/> Related interactive instruction			

ADDITIONAL TRANSMISSION RECOMMENDATIONS: *(i.e. not too close to watershed as strong language in first 10 mins)*

1. **CONTRIBUTORS (including actors presenters, performers etc)**

<p>All contributors to have signed release forms (to be available on request by Propeller)</p> <p>LIST OF CONTRIBUTORS</p>	<p>ANY ADDITIONAL CONTRIBUTOR INFORMATION:</p>
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2. **ARCHIVE FOOTAGE/STILLS USED IN YOUR FILM**

<p>Footage not shot on location, ie from other sources (permission must be granted)</p> <p>Original Source:</p> <p>Duration:</p> <p>Appears: (Timecodes)</p>	<p>Stills/Photographs</p> <p>Photographer/Source:</p> <p>Date of Photograph:</p> <p>Appears: (Timecodes)</p>
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3. MUSIC CLEARANCE

The following information is required by the Performing Right Society and the Mechanical Copyright Protection Society (NB: Inaccurate information could lead to non-payment of composers, etc. and protracted disputes with the PRS and MCPS)

Music used in Film	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, please fill out the music cue sheet completely (an example has been provided) SEE MUSIC CLEARANCE SHEET DOCUMENT ON NEXT PAGE

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I confirm that the information on this form is full and accurate

Name	
Position	
Production Company OR University/College	
Course Tutor & contact no/email address (if applicable)	
Course Title (if applicable)	
Address	
Telephone	
Email	
Website address	

SIGNATURE: <i>(hard copy only)</i>
DATE:

Every completed Film submitted to Propeller for consideration must be accompanied by this form, completed in its entirety (enter "N/A" where appropriate), together with the completed compliance form and license agreement.

WARNING: Missing, incomplete or inaccurate paperwork causes delay and may lead to non-transmission.

VTR Submission

Propeller only accepts Films on DV-Cam, Digibeta, Beta SP, DVD.

Programme Unique Identification

If possible the final version of each Film must begin with a full countdown clock. This must show the name of the production, and the Film length.
Aspect Ratio

From 1/7/2000 all television productions must be submitted to the broadcasters in widescreen (16:9) format.

Artists

It is essential all artists in sound and vision be clearly identified. This applies especially to Films featuring compilations from various musical performers e.g. CDs & videos.

Music Details

Whenever copyright music is broadcast the people who own the copyright in the work are entitled under The 1988 Copyright, Designs & Patents Act to receive payment by the music user. PRS is the UK society which acts on behalf of composers, songwriters and music publishers and administers the "performing right" in their music. The PRS require clear and accurate reporting of music usage so they may distribute royalties to their members. This also applies to music that originates from another country. If any piece of music is used then details including the durations must be completed.

In the case of commissioned films Technical Standards and Delivery Requirements

Technical standards and delivery requirements are described in a separate note of guidance, within the Service Level Agreement (SLA), or can be obtained directly from Propeller.

PROPELLER - MUSIC CUE SHEET

Please complete the music cue sheet below, if there is any music in your film

Film Title	SOURCE: X = commissioned/buyout Library L = Production Library C = Commercial V = Video P = Live Performance	USAGE: S = signature/theme B = Background F = Featured (music audible to those within scene rather than edited in afterwards) ** if composer has no publisher = "Manuscript"***
Contact Name		
Tel Number		
Date		

	Music Title	Composer	Artist/Performer	Publisher	Duration		Cat/CD No	Usage	Source
					Min	Sec			
1									
2									
3									
4									
5									
6									
7									
8									

If ANY OF THE MUSIC USED HAS LIMITED CLEARANCE PLEASE NOTE THIS ON THE TABLE ABOVE.

I, (the film maker) confirm that the music, as identified in the attached cue sheet (items 1,2,3 etc), has been cleared for broadcast in any media (TV, Film festivals, Internet etc), in any territory (worldwide) in perpetuity (unlimited), that the music has unlimited plays, release forms are available on request and the music is NOT registered with MCPS, VPL or PPL.

SIGNATURE:.....

MUSIC CUE SHEET

SAMPLE ONLY

Film Title	THE BEST WAY FORWARD		
Contact Name	JOE BLOGGS		
Tel Number	222 22 22 22		
Date	30TH April 2007		
SOURCE:	X = commissioned/buyout Library	USAGE: S = signature/theme	
	L = Production Library	B = Background	
	C = Commercial	F = Featured (music audible to those within scene rather than edited in afterwards)	
	V = Video		
	P = Live Performance	** if composer has no publisher = "Manuscript"***	

	Music Title	Composer	Artist/Performer	Publisher	Duration		Cat/CD No	Usage	Source
					Min	Sec			
1	Jumping Joe	S Kendrick/S Clay	S Kendrick	Footprint Music Ltd	00	30	-	S	X
2	Joe's Last Stand	A Ellis/M Anderson	-	Audio Networks	1	11	ANW1011	B	X
3	The Dance	B Johnson	-	KPM Music Ltd		10	KPM 105	B	L
4	Jive Master	Smith/Western	-	Audio Networks		20	ANW 3341	B	X
5	Mind Your Step	Bob Wills	Bob Wills	Manuscript		04		B	X
6	It had to be you	Isham Jones/Gus Kahn	Harry Connick Jnr	EMI Music Publisig		50	Columbia 7243 4588 44	B	C

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 I, (the film maker) confirm that the music, as identified in the attached cue sheet (items 1,2,3 etc), has been cleared for broadcast in any media (TV, Film festivals, Internet etc), in any territory (worldwide) in perpetuity (unlimited), that the music has unlimited plays, release forms are available on request and the music is NOT registered with MCPS, VPL or PPL.

SIGNATURE:.....