BBC STUDIOS PRODUCTIONS LIMITED

STANDARD TERMS FOR THE PURCHASE OR HIRE OF GOODS, FACILITIES AND/OR SERVICES ("STANDARD TERMS")

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1. Definitions

In this Contract the following terms shall have the following meanings:

"**Affiliate**" means any holding company or subsidiary (direct or indirect) of BBCSPL, and any other subsidiary of BBCSPL's holding company(ies) (and "subsdiary" and "holding company" have the meaning given to them in Section 1159 of the Companies Act 2006);

"Aircraft" – any type of aircraft including UAVs;

"**Background IPR**" means any and all intangible intellectual creations (including IPR therein) which exist prior to the date of the Contract and/or which are developed entirely independently of it, are introduced by or on behalf of one party to the other (intentionally or otherwise) and used in the performance of the Contract, comprised in or relating to the Deliverables and/or which are used with provision and receipt of the Services;

"**BBC**" means the British Broadcasting Corporation of Broadcasting House, Portland Place, London W1A 1AA, United Kingdom;

"**BBCSPL**" means **BBC Studios Productions Limited** whose registered office is at 1 Television Centre, 101 Wood Lane, London, W12 7FA, United Kingdom, company registration number 09463829;

"**Commissioner**" means the broadcaster, network, platform or other entity specified in the Purchase Documentation which has commissioned the production of the Programme or Project;

"**Confidential Information**" means information (in whatever form) relating to the business or affairs of the Customer or the Commissioner and any information regarding the Project and/or Programme, which is disclosed at any time by or on behalf of the Customer or the Commissioner to the Supplier, or otherwise is in the possession of the Supplier, in connection with the Contract and which is identified by the Customer or the Commissioner as confidential or is by its nature confidential; and/or which relates to a Programme and/or Project, including the premise, title, concept, remit of, and the participants in, such Programme and/or Project where such Programme or Project has not been broadcast, transmitted, exhibited, published or otherwise released to the public;

"**Contract**" means these Standard Terms and the Purchase Documentation;

"**Contract Period**" means, subject to Clause 18, the period specified in the Purchase Documentation;

"**Contract Price**" means the price payable by Customer to the Supplier as specified in the Purchase Documentation;

"**Customer**" means BBCSPL or any Affiliate of BBCSPL which is named as the Customer in the Purchase Documentation;

"**Customer Content"** means all content, data (including Customer's Confidential Information), information, text, pictures, sound, graphics, tools, video or other materials supplied by Customer to the Supplier in whatever form and used by the Supplier in connection with the Services or Deliverables and as required by the Supplier for purpose of providing the Services;

"**Deliverables**" means the Goods, Facilities and/or Services specified in the Purchase Documentation to be supplied by the Supplier;

"**Dry Hire**" means the hire or loan of Goods or Facilities where no staff or operators are provided by the Supplier;

"**Facilities**" means any facilities to be provided by the Supplier pursuant to the Contract;

"Footage" means audio or audiovisual material and/or photographs;

"**Foreground IPR**" means any and all intangible intellectual creations (including IPR therein) used in the performance of the Contract, comprised in or relating to the Deliverables and/or which are used in order to provide or receive the Services, excluding Background IPR;

"**Goods**" means any item(s), including software and digital codes, to be manufactured and/or provided by the Supplier pursuant to the Contract or in the case of Services the physical or other product(s) of the Services;

"**IPR**" means any and all proprietary rights and rights of use in intangible intellectual creations (such as technology, media, content, performances, works, materials, brands, and/or documentation) including patents; trade marks; design

rights; copyrights; performers' rights; moral rights; trade secrets; confidential information; rights in data, software, source code, user interfaces, computing models, algorithms, digital tools, computing or digital system frameworks and processes, and artificial intelligence; database rights; broadcast rights; rights in know-how, inventions, passing off, unfair competition, get-up, trade dress, domain names and website addresses; and all similar or equivalent rights or forms of protection; whether registered or unregistered, including rights to apply for and be granted such, which subsist or will subsist now or in the future, in any territory or part of the world (including physical, online or virtual locations);

"**Law**" means any applicable legislation, regulation, bye-law, ordinance, subordinate legislation, code of practice, publish guidance and other requirement of any relevant court, regulator, regulatory authority, government or governmental agency;

"**Party**" means each of the Supplier and the Customer and any other party to the Contract as set out in the Purchase Documentation;

"Personnel" means, in respect of each Party, all of its employees and all of its freelancers and consultants, its sub-contractors' employees, freelancers and consultants and all other persons directly or indirectly engaged by it in connection with the performance of the Contract;

"**Premises**" means premises owned, controlled or occupied by a Party or any affiliate of that Party (and which, in the case of the Supplier, are made available for use by the Supplier, its affiliates or its sub-contractors for provision of the Services or any of them);

"**Programme**" means an audio or audiovisual work, including a film, television or radio programme or other product which has been, is being, or will be, produced by, for, or on behalf of, the Customer;

"Project" means a project which has been, is being or will be produced and/or conducted by, for, or on behalf of the Customer and may include a Programme;

"**Purchase Documentation**" means the Customer's purchase order and/or any other document specifying the Supplier, the Deliverables, the Contract Price, and where appropriate the Contract Period and Special Conditions;

"**Remote Connection**" means the method provided by the Customer and/or BBC which enables the Supplier to remotely access the Customer and/or BBC network in order to perform the Services;

"**Safety, Environmental and Sustainability Requirements**" means health, safety, fire, environmental and sustainability requirements (whether legislative or otherwise), codes of practice, guidance and policy;

"**Services**" means any services to be provided by the Supplier pursuant to the Contract and any services and the provision of any equipment and/or materials reasonably or necessarily implied by reason of the scope of the Services as well as those which are actually set out in the Contract itself;

"**Special Conditions**" means, subject to Clause 2.3, any amendments or additional conditions specified in the Purchase Documentation;

"**Supplier**" means the supplier specified in the Purchase Documentation or, where unspecified, the organisation or individual responsible for providing the Deliverables under the Contract and the Supplier shall where relevant be deemed to include all of its Personnel engaged in any way in the performance of the Contract;

"UAV" – means an unmanned aerial vehicle, including drones;

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994 (and any tax of a similar nature which is introduced in substitution for such value added tax) at the rate in force at the relevant date, or any equivalent sales or other tax or fee of a similar nature in any jurisdiction in the world as applicable to the provision of the Deliverables;

"Vessel" – means an on- or under-water vessel, including any type of boat;

"**Wet Hire**" means the hire or loan of Goods or Facilities where the Supplier also provides Personnel and/or operators and for the avoidance of doubt shall include the provision of Goods and/or Facilities to perform Services and whether under one or multiple agreements; and

"**Working Day**" means Monday to Friday (inclusive), excluding days on which the banks in England are generally not open for business.

2. Terms and Conditions of Contract

2.1. The Supplier agrees to be bound by the terms of the Contract from the earlier of either signature of the Purchase Documentation or commencing the provision of the Deliverables.

2.2. Without prejudice to Clause 32.10, the terms and conditions of the Contract shall govern all orders and supply of the Deliverables to the entire exclusion of all other terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or confirmation of order, specification or similar document will form part of the Contract and the Supplier hereby waives irrevocably any right which it otherwise might have to rely on such terms and conditions.

2.3. Where the Special Conditions contain any additional provisions that conflict with these Standard Terms or which amend these Standard Terms, such provisions shall only take precedence over these Standard Terms where they have been agreed in Purchase Documentation and are expressly stated to take precedence.

2.4. To the extent any obligations under the Contract have already been performed by either party prior to its execution, such obligations shall for all purposes be deemed to have been performed subject to the provisions of the Contract.

2.5. The Supplier undertakes to deliver the Deliverables in accordance with the Contract. Timely provision of the Deliverables is of the essence of the Contract and the Supplier shall notify the Customer immediately if it becomes aware of any likely delay in such provision.

3. Good Faith/Outside Activities/Publicity

3.1. The Supplier shall act in good faith at all times and shall not bring the Customer, the BBC, the Commissioner or any of their Affiliates into disrepute.

3.2. The Supplier shall not, without the prior written consent of the Customer, make any reference to the Customer, any of its Affiliates, the Commissioner or any of their trade marks, Programmes or Projects (the "**Customer Parties**") in any advertising, promotional or published material nor make any reference to the Customer Parties or any of them in a way that may imply an endorsement of the Supplier, its goods, facilities and/or services.

4. Anti-Bribery, Fraud and Corruption

4.1. The Supplier will comply, and procure that its Personnel comply, with the Bribery Act 2010 and the BBC Studios Anti-Fraud and Corruption Statement for Third Parties which is available at https://www.bbcstudios.com/anti-fraud-and-corruption.

5. Permits and Agreements with Third Parties

The Supplier will not submit any applications for permits or consents or enter into any access or other agreements with third parties in relation to the provision of the Deliverables or the performance of its obligations pursuant to the Contract without the Customer's prior written approval. The Supplier will not accept or agree any terms with third parties which might:

5.1.1. restrict or interfere with the Customer's sole editorial control over any Programme or Project;

5.1.2. restrict or interfere with the Customer's use of any Footage created by, for or on behalf of the Customer, any Programme or the results of any Project and/or any materials or information related to any of them;

5.1.3. require credits and/or acknowledgements for a third party;

5.1.4. allow any third party any kind of access to or use of Footage, Programme, the results of a Project and/or materials or information related to any of them; or

5.1.5. expose the Customer to liability, impose insurance obligations and/or limit or waive the third party's liability.

6. Contract Price/Payment

6.1. In consideration of the provision of the Deliverables in accordance with the terms of the Contract, the Customer shall pay the Contract Price pursuant to Clause 6.3 below.

6.2. The Contract Price is stated exclusive of VAT (which if applicable, shall be applied at the appropriate rate) subject to and in accordance with Clauses 6.3, 6.5, 6.6 and 6.7 below.

6.3. The Supplier shall submit a valid VAT invoice to the Customer for the whole or any part (as required by the Customer) of the Contract Price at the address specified in the Purchase Documentation quoting the relevant Purchase Documentation number.

6.4. The Supplier warrants it has taken all reasonable steps to secure its computer systems and computer networks to ensure unauthorised third parties cannot purport to act on its behalf.

6.5. The Customer shall pay to the bank account specified by the Supplier such sums as are due by the end of the month following the month in which the Customer considers the invoice to be valid and undisputed, in accordance with this Clause 6.

6.6. The Customer reserves the right to withhold payment to the extent the Deliverables have not been provided in accordance with the Contract or if the Customer receives an invoice which it considers invalid and/or not properly due and the Customer shall notify the Supplier accordingly giving reasons for such withholding. The Customer shall only be entitled to withhold an amount equal to the sum which is in dispute.

6.7. The Customer shall be entitled but not obliged at any time to set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier (in either case howsoever arising and whether any such liability is due and payable or will become payable at a later date, actual or contingent, liquidated or un-liquidated and irrespective of the currency of its denomination, including sums payable under the Contract or any other contract between the Customer and the Supplier). Exercise by the Customer of its rights under this Clause 6.7 shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise, at law or in equity.

6.8. Subject to Clauses 6.6 and 6.7 above if the Customer fails to pay by the due date any amount payable in accordance with Clauses 6.3 and 6.5 above, the Supplier shall be entitled but not obliged to charge the Customer interest on the overdue amount from the due date for payment up to the date of payment, at the rate of four per cent (4%) per annum above the Bank of England base rate in force at the time, provided the Supplier shall give written notice to the Customer that the amount has not been paid in accordance with Clauses 6.3 and 6.5 above and specifying: the total amount of interest owed at the date of the notice, and, if the overdue amount has not been paid, the daily rate at which the interest will continue to accrue; the invoice or invoices to which the interest relates; and the addressee to whom and address or details of the account to which payment should be made.

6.9. Unless stated otherwise in the Contract, the Contract Price is inclusive of all out of pocket expenses which may be incurred by the Supplier, including any time and materials charges, travel and subsistence expenses incurred in the course of provision of the Deliverables ("**Expenses**") and the Customer shall not be obliged to pay any Expenses in addition to the Contract Price. Where the Contract does provide the Customer shall/may reimburse the Supplier in relation to any Expenses, any such payment shall be subject to such Expenses being agreed to in writing in advance by the Customer (and if the Customer agrees in its discretion to reimburse Expenses which are not so agreed, that they do not exceed those which a Customer employee of comparable qualifications and position would have been entitled to incur under applicable Customer staff expense policy guidelines in place from time to time, with a copy available on request), and in either case being reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract and the Customer being provided with a valid VAT invoice together with full supporting evidence for such Expenses.

6.10. Where the Supplier is VAT registered, the Supplier shall recover VAT on any expenditure incurred as described in Clause 6.9 above, in the normal course of its business and shall specify only the net amount of such expenditure in the invoice to the Customer prior to adding VAT thereto at the appropriate rate.

6.11. If the Customer is required, pursuant to any applicable present or future Law, to make any deduction or withholding in respect of tax or otherwise from any amount or amounts payable to the Supplier pursuant to the Contract, the Customer shall:

6.11.1. be entitled to pay the amount or amounts in question after the deduction of the amount of such withholding or deduction;

6.11.2. promptly pay to the relevant authority within the period permitted by Law the amount of such withholding or deduction; and

6.11.3. provide the Supplier with written evidence it has made the payment to the relevant authority.

If the Customer does not make such withholding or deduction, the Supplier shall pay any and all taxes and other charges payable on account of such sums and the Supplier indemnifies and agrees to keep the Customer fully indemnified from and against any liabilities or expense in connection with such withholding or deduction.

6.12. The Supplier shall comply with any relevant Customer budgetary limits which the Customer provides to the Supplier from time to time and in the event the Supplier exceeds such limits without the prior approval in writing of the Customer, the Customer shall not be liable to reimburse the Supplier in respect of any sums over such limits.

7. Security/Access/Inspection

7.1. As a condition of entry to the Customer's premises, the Supplier shall obtain from the Customer identity cards or entry permits and shall display these at all times whilst on the Customer's premises. The Supplier shall not permit these items to be used for any other purpose and shall return these cards/permits to the Customer upon termination or expiry of the Contract, or upon earlier request by the Customer.

7.2. The Customer may request, and the Supplier shall supply, identification of the Supplier, and the Customer may conduct random security checks, including checking the Supplier's possessions and vehicle(s) whilst on the Customer's premises.

7.3. The Customer shall at its discretion give to the Supplier by prior arrangement such access to the Customer's premises and such general Customer facilities (for example, catering and sanitary) at the Customer's premises as the Supplier may reasonably require to fulfil its obligations under the Contract. However, the Customer may refuse admission to or remove from the Customer's premises any person whom the Customer deems unacceptable for whatever reason other than solely to frustrate the Contract. The Customer does not give any warranty or assurance as to the condition, safety or suitability of the Customer's premises for the provision of Services and, to the extent permitted by law, access to and use of the Customer's premises is at the Supplier's risk and the Supplier shall be responsible for the health and safety of its Personnel at the Customer's premises. The Supplier shall promptly vacate all of the Customer's premises upon the earlier of the completion of any Services or expiry or termination of the Contract and shall make good any damage caused by its occupation, use or vacation of the premises to the satisfaction of the Customer.

7.4. The Supplier shall upon the request of the Customer grant the Customer such access to the Supplier's premises or such other premises as the Customer may reasonably require for inspection of any Goods, Facilities and/or Customer equipment and/or materials provided under the Contract or for any other reason connected with the performance of the Contract.

7.5. When using Remote Connection, the Supplier (including its employees and subcontractors) shall not access or attempt to access any other systems or data areas within the Customer and/or BBC network other than the system or data area which is the subject of the Services and shall only use such access for the performance of the Services.

8. Health, Safety, Fire, Environmental and Sustainability Requirements and Risk Assessments

8.1. The Supplier shall comply with all current relevant Safety, Environmental and Sustainability Requirements including

those requirements issued by the Health & Safety Executive and/or the Home Office, the Customer or BBC notified in writing to the Supplier, and those environmental and sustainability requirements issued by the UK Government as enforced by the relevant UK regulator.

8.2. The Customer and the Supplier may agree in writing Safety, Environmental and Sustainability Requirements in addition to or different from those specified in Clause 8.1 above.

8.3. Without prejudice to its obligations under Clause 8.1 above the Supplier shall:

8.3.1. upon the request at any time of the Customer, submit to and fully co-operate with any safety, environmental and sustainability vetting process required by the Customer and provide a written statement of the Supplier's own Safety, Environmental and Sustainability Requirements;

8.3.2. assess reasonably foreseeable risks to health and safety (including fire) and the environment that may affect the Customer or any third party arising out of or in any way connected with the performance of the Contract, and provide a copy of such assessment to the Customer upon reasonable request, and promptly take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with the Customer accordingly;

8.3.3. consult with the Customer, comply with the procedures to be followed and take all reasonable steps in the event of serious and imminent danger to any person(s) arising out of or in any way connected with the performance of the Contract; and

8.3.4. consult with the Customer, comply with the procedures to be followed and take all reasonable steps in the event of a serious environmental incident arising out of or in any way connected with the performance of the Contract.

8.4. The Customer may notify the Supplier of risks to health and safety and the environment which are reasonably foreseeable to the Customer and which may affect the Supplier or the Customer arising out of or in any way connected with the activities of the Customer in connection with the Contract, and, without prejudice to its obligations under Clauses 8.1, 8.2, and 8.3 above, the Supplier shall have due regard to such risks.

8.5. The Supplier acknowledges sustainability is important to the Customer and commits to supporting the Customer to achieve its sustainability goals as set out in the Responsible Procurement policy and the Sustainable Supply Chain Code of Conduct: https://www.bbc.co.uk/supplying/working-with-us/responsible-procurement, in so far as the provision of the Deliverables under the Contract may impact the achievement of those goals. In particular the Supplier will:

8.5.1. take reasonable steps to reduce its greenhouse gas emissions, meaning the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC) or otherwise specified by the UNFCCC at the date of the Contract, as may be amended from time to time;

8.5.2. take reasonable steps to reduce its carbon footprint, meaning the amount of carbon dioxide emissions associated with all the activities of the Supplier;

8.5.3. upon reasonable request provide the Customer with information on the sustainability activities being undertaken by the Supplier in relation to the Deliverables and permit the Customer to audit the Supplier's compliance with the provisions of this Clause 8.5 and with the Sustainable Supply Chain Code of Conduct; and

8.5.4 where the Customer requires data associated with the provision of the Deliverables for the purposes of BAFTA albert certification regarding the environmental impact and carbon footprint of the Programme or Project, the Supplier shall take reasonable efforts to collect relevant data and shall provide such data to the Customer within 30 days of the Customer's request, including data relating to the usage of generator fuel, travel and waste.

9. Wet and Dry Hire of Goods or Facilities

9.1. Subject to Clause 13.1 (*Liability/Insurance/Indemnity*), this Clause 9 sets out the Customer's entire liability with respect to loss of or damage to Goods and/or Facilities hired or loaned to the Customer by the Supplier.

9.2. Where the Contract consists of Dry Hire of Goods the Customer shall be responsible to the Supplier for the prompt repair or replacement (at the Customer's option) of Goods lost or damaged whilst in the charge and control of the Customer, save to the extent the loss or damage is caused by the Supplier's breach of any of the provisions of the Contract or any other of its acts or omissions; or is due to fair wear and tear sustained during normal use of the Goods; and in any event provided the Supplier notifies the Customer promptly upon discovery of such loss or damage.

9.3. Where the Contract consists of Dry Hire of Facilities, the Facilities shall remain at the risk of the Supplier and the Customer shall be responsible to the Supplier for the prompt reasonable repair or replacement of Facilities damaged during the period of Dry Hire of such Facilities to the Customer, save to the extent the damage is caused by the Supplier's breach of any of the provisions of the Contract or any other of its acts or omissions; or is due to fair wear and tear sustained during normal use of the Facilities; and in any event provided the Supplier notifies the Customer promptly upon discovery of such damage.

9.4. Where the Contract consists of Wet Hire, the Goods and Facilities shall remain at the risk of the Supplier and the Supplier shall be responsible for the care, control, security, insurance and maintenance of the Goods and Facilities, including for any loss of or damage to the Goods or Facilities, other than to the extent the loss or damage is caused by the negligence or wilful default of the Customer where, subject to Clause 9.5 below, the Customer shall be responsible for prompt repair or replacement provided the Supplier notifies the Customer promptly upon discovery of any such loss or damage.

9.5. In any event, and notwithstanding anything contained in the Contract, including the Supplier's obligations to arrange and maintain insurance cover under Clauses 13.213.2 and 13.3, the Customer's entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever arising, by reason of or in connection with this Clause 9 shall be limited to:

9.5.1. repair and/or replacement under sub Clauses 9.2 and 9.3 above subject to a maximum liability of twenty five per cent (25%) of the value of the relevant Goods or Facilities or two hundred and fifty thousand pounds sterling (£250,000), whichever is the higher; and

9.5.2. where applicable, payment of that proportion of the Contract Price attributable to the period during which the Goods and/or Facilities are being repaired or replaced provided such period shall not extend beyond the Contract Period and where applicable the Supplier uses all reasonable efforts to ensure the repair or replacement is achieved in the minimum possible time.

10. Delivery of Goods

10.1. Other than in the case of the Dry Hire or Wet Hire of Goods under Clause 9 (*Wet and Dry Hire of Goods or Facilities*) above, the Supplier shall ensure any Goods are kept in a suitable and secure manner at the Supplier's own risk and expense until the relevant Goods are either delivered to and received by the Customer at the Supplier's own risk and expense or collected by the Customer at the Customer's own risk and expense from the point of collection in accordance with the delivery instructions specified in the Purchase Documentation or otherwise specified in writing by the Customer. The Customer shall have the right to change its delivery instructions, including delivery dates, at any time by reasonable notice to the Supplier.

10.2. The Supplier shall, at its own expense, ensure the Goods are packed in such a manner as to reach the Customer in good condition, clearly labelled in accordance with the delivery instructions and accompanied by delivery notes specifying the quantity and type of Goods and the relevant Purchase Documentation number. The Supplier shall, at its own expense, repair or replace (at the Customer's option) Goods lost or damaged in transit, and delivery will not be deemed to have taken place until replacement or repaired items have been delivered to the Customer.

10.3. Ownership of any Goods sold under the Contract shall vest in the Customer absolutely at such time as the Customer either takes physical possession or makes payment (whether in full or in part) for the Goods, whichever is the first to occur.

10.4. Where any Goods are found by the Customer, upon delivery, or collection, or subsequently, not to conform with the Contract, the Customer may accept or reject the whole or any part thereof and if rejected, without prejudice to any other remedy available to the Customer, may return the Goods to the Supplier at the Supplier's own risk and expense and promptly recover any sums paid for the rejected part.

11. Equipment/Materials

11.1. The Supplier shall be responsible for the care, control, security and maintenance of any materials and equipment used or provided by the Supplier to perform the Contract. The Customer may provide a storage area for any such equipment/materials but is under no obligation to do so. The Supplier shall ensure any such storage area is fit for the intended purpose and it is used in a suitable, careful and secure manner at the Supplier's own risk and expense and the Customer accepts no liability for damage to equipment or material stored on its premises. The Customer reserves the right to reclaim the storage area upon notification.

11.2. The Supplier shall not use any Customer equipment/materials without the prior written consent of the Customer and shall, where relevant, be responsible for the care, control, security and maintenance of such materials and equipment which it uses.

12. Supply of Vessels, Aircraft, land-based vehicles and/or mobile plant

12.1. Where the Deliverables include the supply of a Vessel, Aircraft, land-based vehicle or mobile plant for any purpose (including transit or filming):

12.1.1. the Customer may film, record and take photographs (including for the avoidance of doubt through the use of UAVs) on and from the Vessel, Aircraft, vehicle or mobile plant throughout the Contract Period;

12.1.2. the Customer may film, record and take photographs of the Vessel, Aircraft, vehicle or mobile plant and/or the Supplier's Personnel provided that the Customer shall seek formal written consent from each individual who will be recognisably featured in any use of the resulting material; and

12.1.3. the Supplier shall notify its Personnel of the Customer's right to film and take photographs at Clause 12.1.2 above and obtain their informed consent to being filmed at any time during the Contract Period.

12.2. The captain, pilot, driver or operator (as appropriate) will be the sole judge and have sole responsibility as to:

12.2.1. safety aboard a Vessel, Aircraft, vehicle or mobile plant;

12.2.2. the safe fitting of any filming-related equipment to a Vessel, Aircraft, vehicle or mobile plant;

12.2.3. safe navigation, including safe anchorage and mooring of any Vessel and safe take-off and landing of any Aircraft;

12.2.4. compliance at all times with applicable regulations and permissions;

12.2.5. whether or not it is prudent or safe to sail, fly, drive or otherwise operate a Vessel, Aircraft, vehicle or mobile plant; and

12.2.6. whether any activities the Customer intends to carry out on or from a Vessel, Aircraft, vehicle or mobile plant (including any diving in the case of vessels) are safe to be undertaken at a particular location subject to all considerations including weather conditions on the understanding that such decisions will be taken in

consultation with any expert carrying out and/or supervising the activities (including dive supervisors and scientists whether such expert has been engaged by the Supplier or the Customer).

12.3. Without prejudice to the effect of the other provisions of these Standard Terms, the Supplier shall provide to the Customer each of the following (or the local equivalent) and will provide updated documents in the event of any change during the Contract Period:

12.3.1. current air/sea/roadworthiness or safe operability certificate for each Vessel, Aircraft, vehicle or mobile plant;

12.3.2. permit to operate;

12.3.3. the pilot's, captain's, skipper's, driver's or operator's licence and for air pilots a current medical certificate and a summary of their experience and record; and

12.3.4. evidence of insurance cover (including third party and passenger liability cover) for each Vessel, Aircraft, vehicle and/or mobile plant detailing the insurer's name, policy numbers, limits on each type of cover, territorial limits, expiry dates and where requested in writing by the Customer the listing as an additional insured party of the Customer and/or the Commissioner and/or such other party as the Customer may specify.

12.4. If the services include the provision of the services of a dive supervisor, the dive supervisor shall have overall responsibility for the safety and conduct of the divers and the diving activity undertaken during the Contract Period, subject to Clause 12.2 above.

12.5. Subject to Clauses 12.2 and 12.4 above, the Supplier's Personnel (including for the avoidance of doubt the captain, skipper, pilot, driver or operator of the Vessel, Aircraft, vehicle or mobile plant) shall fulfil all reasonable requests from the Customer to operate and position the Vessel, Aircraft, vehicle or mobile plant and/or to supervise activities where such supervision is included in the Deliverables.

12.6. The Supplier consents to the Customer's film crew using any equipment on the Vessel, Aircraft, vehicle or mobile plant, including the control station and communications/navigation equipment as necessary for the operation of any UAV or other equipment by the Customer.

13. Liability / Insurance / Indemnity

13.1. Nothing in the Contract excludes the Customer's or the Supplier's liability for death or personal injury caused by their negligence, wilful misconduct or for fraud. The Supplier waives and renounces any term in any waiver that the Customer or its Personnel may be asked to sign that attempts to exclude the Supplier's liability for death or personal injury caused by the Supplier's negligent act or omission and this Clause 13.1 shall expressly benefit and be enforceable by the Customer's Personnel

13.2. The Supplier shall, at its own expense, arrange and maintain with a reputable insurer such insurance policies as are appropriate and adequate having regard to its activities, obligations and potential liabilities under the Contract, including adequate public liability insurance and, where applicable, product liability insurance which shall have a limit of liability of no less than five million pounds sterling (£5,000,000) per occurrence (and in the annual aggregate in respect of product liability insurance); and/or (ii) where applicable, professional indemnity insurance which shall have a limit of liability of no less than three million pounds sterling (£3,000,000) per occurrence and in the annual aggregate, in each case with scope of cover appropriate to the Deliverables provided under the Contract and shall where required by the Customer (including as set out in this Clause 13) procure that such parties as the Customer may specify in writing are named on the insurance policy as additional insured parties.

13.3. The Supplier shall arrange and maintain adequate insurance of at least the full value of any Goods provided under the Contract in relation to loss or damage of any such Goods where risk has not yet passed to the Customer pursuant to Clauses 9 Wet *and Dry Hire of Goods or Facilities*) and/or 10 (*Delivery of Goods*).

13.4. The Supplier shall comprehensively insure any equipment or means of transport, including motor vehicles, mobile

plant, vessels and aircraft, provided or used by the Supplier to perform the Contract, against loss, damage and liabilities to third parties and anyone carried in or on such equipment or means of transport to a level acceptable to the Customer at its sole discretion and shall procure that such parties as the Customer requests are named as additional insured parties on each such policy.

13.5. The Supplier shall produce to the Customer on demand copies of the insurance policies it is required to maintain in accordance with this Clause 13 and copies of receipts for premiums required to be paid in relation to such policies, which documents shall evidence as a minimum requirement the identity of the insurer, the policy number, limits on each type of cover, territorial limits (where applicable) and the listing of additional insured parties specified by the Customer pursuant to Clauses 13.2 and 13.4 above.

13.6. Where the Supplier engages a sub-contractor, the Supplier shall either ensure the insurance requirements as specified in this Clause 13 13.2extend to cover the legal liabilities of the sub-contractor or the sub-contractor holds its own insurance which complies with this Clause 13.

13.7. The Supplier shall indemnify the Customer and the other Indemnified Parties (as defined in Clause 13.8 below) on demand and keep indemnified and hold harmless the Customer and the other Indemnified Parties from and against all costs and expenses (including legal costs), losses and liabilities (**"Losses"**) which the Customer and/or the Indemnified Parties or any of them may incur as a result of:

13.7.1. the Supplier's breach of or non-compliance with Clause 14.2.6;

13.7.2. the Supplier's negligence or wilful misconduct; and

13.7.3. any claims or disputes raised by third parties as a result of the Supplier's acts or omissions (including relating to infringement of IPR or proprietary rights supplied under or used in connection with the Contract, comprised in or relating to the Deliverables and/or used for the provision or receipt of the Services).

13.8. "**Indemnified Parties**" in this Clause 13 means the Customer, any of its Affiliates, the Commissioner and their Personnel, officers, directors, agents and licensees.

13.9. Neither party shall be liable for any consequential or indirect losses whether or not in the contemplation of the parties at the time of entering into the Contract.

13.10. Unless otherwise specified in the Purchase Documentation and expressly stated to take precedence over this Clause 13.10, and at all times subject to Clauses 13.1 above and Clause 9.5, the liability of the Customer in respect of any losses suffered or incurred by the Supplier, however arising and whether in contract, tort (including negligence), breach of statutory duty or on any other grounds, shall not exceed in aggregate, 100% of the total amount payable by the Customer under this Contract. For the avoidance of doubt, the limit on the Customer's liability expressed in this Clause 13.10 does not apply to the Customer's obligation to pay the Contract Price as properly due and payable by the Customer under this Contract.

14. Representations, Warranties and Undertakings

14.1. Each party represents and warrants:

14.1.1. if it is a company, it is validly incorporated and duly registered in accordance with the Laws of the jurisdiction of its incorporation;

14.1.2. it has all requisite power and authority to enter into and perform this Contract without the consent, approval or authority of any other legal person; and

14.1.3. it holds any licence, permit and/or certificate required by Law for the performance of the Contract, including those required to operate any Vessel, Aircraft, land-based vehicle or mobile plant provided by the Supplier under, or used by the Supplier in performing, the Contract.

14.2. The Supplier undertakes:

14.2.1. except as otherwise agreed in writing prior to performance of the Contract, to obtain for the Customer all necessary consents, permissions and/or clearances in third party rights (including IPR) with respect to the Deliverables;

14.2.2. to ensure all Goods and Facilities comprised in the Deliverables are and shall remain throughout the Contract Period fit for the purpose for which they are supplied and are of satisfactory quality, without fault or error, of good construction and workmanship, of suitable and sound material and adequate strength, have been adequately serviced and maintained and tested prior to delivery, are compliant with the Law and, in the case of any vessel, aircraft or vehicle, are sea-, air- or road-worthy as applicable;

14.2.3. to ensure the Deliverables conform in all respects with any description of the Deliverables in the Contract and that the Deliverables are consistent with any sample supplied to, or inspected by the Customer and approved in writing by the Customer;

14.2.4. to competently fulfil its obligations under the Contract (which includes having relevant experience, training and/or qualifications) and use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Deliverables whilst discharging its obligations under the Contract, and perform the Contract in a timely and professional manner in accordance with best industry practice for suppliers of deliverables similar to the Deliverables and continue to hold any licence, permit and/or certificate required by law for the performance of the Contract;

14.2.5. unless otherwise agreed in writing by the Customer in advance of the Supplier discharging its obligations under the Contract, to comply with all current relevant national and international technical standards and procedures and BBC and/or Customer technical standards and procedures, details of which the Customer shall provide to the Supplier;

14.2.6. to ensure it and the Deliverables comply with all current relevant laws and regulations and the Supplier shall use all reasonable endeavours to comply with all published relevant codes of conduct;

14.2.7. to promptly on demand produce to the Customer copies of all licences, permits and/or certificates relevant to the provision of the Deliverables as determined by the Customer, to promptly provide updated copies of such licences, permits and/or certificates in the event of any change or renewal and to immediately inform the Customer in the event that any such licences, permits and/or certificates terminate or cease to be valid in relation to the provision of the Deliverables for any reason;

14.2.8. to comply, and procure that its Personnel and sub-contractors comply, with all of the Customer and BBC policies referenced in this Contract and all other policies, including Commissioner policies, notified to it by the Customer pursuant to this Contract, as such policies may be updated from time to time; and

14.2.9. to comply, and ensure its Personnel and sub-contractors comply, with all Laws relating to anti-tax evasion, including the UK Criminal Finances Act 2017.

14.3. The Customer's rights under the Contract are in addition to the statutory conditions implied in favour of the Customer by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable statute in force from time to time.

15. Data Privacy

15.1. For the purposes of this Clause 15, "**Data Privacy Legislation"** means the Data Protection Act 2018, where applicable, the General Data Protection Regulation 2016/679/EU ("**GDPR**") and/or the GDPR as enacted by the United Kingdom ("**UK GDPR**"), and any other Laws relating to the processing of Personal Data under the Contract, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all related regulations, regulatory codes of practice, opinions and guidance issued from time to time, including by the Information Commissioner, and in each case any

amending, superseding or replacement Law.

15.1.1. The terms "**Controller**", "**Data Subject**", "**Domestic Law**", "**International Organisation**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**", "**Supervisory Authority**", "**Third Country**" and "**Union**" shall bear the same meanings as set out in the GDPR.

15.1.2. **"High Risk Personal Data**" includes:

15.1.2.1. Special Category Data means as defined by the UK GDPR as Personal Data revealing racial or ethnic origin; political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation.

15.1.2.2. Personal Data relating to criminal convictions and offences or related security measures as defined by the UK GDPR;

15.1.2.3. Banking and financial information relating to individuals;

15.1.2.4. Data relating to children; and

15.1.2.5. Any processing of data sets consisting of multiple data elements which in combination with other data could be used to cause harm to an individual.

15.2. The Parties agree to the binding obligations as set out within this Clause 15 with respect to the Processing of Personal Data by the Supplier under the Contract (**"Contract Personal Data"**).

15.3. The Parties acknowledge and agree the Customer shall be the Controller and the Supplier shall be the Processor in respect of the Supplier's Processing of Contract Personal Data.

15.4. The Supplier shall comply at all times with its own obligations imposed by the Data Privacy Legislation and shall not perform its obligations under the Contract in such a way as to cause the Customer to breach any of its obligations under Data Privacy Legislation.

15.5. The Supplier and its Personnel, permitted sub-processors and/or agents may Process Contract Personal Data which is not High Risk Personal Data where strictly necessary for the purposes of the provision of the Deliverables and performance of the Contract provided always that the Supplier complies (and procures that each of its Personnel, permitted sub-processors and/or agents complies) with the Data Privacy

15.6. Legislation and any written instructions of the Supplier. Under no circumstances may the Supplier Process High Risk Personal Data without the express written approval of the Customer. If the Supplier or its permitted sub-processors and/or agents are subject to a legal requirement under Domestic Law or Union or Member State law (as applicable) to Process the Contract Personal Data other than in accordance with this Clause 15.5, the Supplier shall inform the Customer prior commencing any Processing of the Contract Personal Data unless prohibited by such law from informing the Customer on important grounds of public interest.

15.7. The Supplier shall immediately inform the Customer if, in its opinion, any instruction of the Customer infringes data protection law which forms part of Domestic Law or other Union or Member State law as applicable.

15.8. The Supplier shall not export or permit the export of Contract Personal Data to a Third Country or International Organisation without the Customer's prior written consent. Supplier data exports approved by the Customer at the time of signing this Contract are set out in the Purchase Documentation. Such consent shall be subject to:

15.8.1. the Processing of the Contract Personal Data being undertaken in a Third Country which is the beneficiary of an applicable adequacy decision;

15.8.2. the use of a valid cross border transfer mechanism to ensure appropriate safeguards and an adequate level of protection under Article 46 of UK GDPR and/or EU GDPR as applicable; or

15.8.3. the transfer otherwise being in compliance with Article 46 of UK GDPR and/or EU GDPR (as applicable).

Should the cross border transfer mechanism relied upon by the Supplier under Clause 15.8.2 above be declared invalid, the Customer may require the Supplier to either: (i) enter into a valid cross border transfer mechanism specified by the Customer; or (ii) cease the transfer.

15.9. The Supplier shall provide the following as part of any request for prior written consent under Clause 15.8 above:

15.9.1. details of a valid cross border transfer mechanism to be used by the Supplier for the transfer;

15.9.2. a transfer impact assessment prepared by, or on behalf of the Supplier which complies with applicable Data Privacy Legislation; and

15.9.3. any information reasonably requested by the Customer to enable the Customer to comply with Data Privacy Legislation.

15.10. The Supplier shall ensure all persons authorised to Process Contract Personal Data (including persons authorised by its permitted sub-processors and agents) have committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality.

15.11. The Supplier shall ensure (and shall procure its permitted sub-processors and agents ensure) the Contract Personal Data is Processed securely at all times, taking into account the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals.

15.12. The Supplier shall comply with all Customer and/or BBC information security policies set out in Clause 23 (*Policies and On Air Credits*) as may be amended from time to time at the Customer's and/or the BBC's sole discretion.

15.13. The Supplier shall ensure no sub-processor is engaged to Process the Contract Personal Data without the prior written consent of the Customer which shall be conditional on the Supplier ensuring the sub-processor providing sufficient guarantees under a written contract to implement measures to ensure the processing they carry out will meet the requirements of this Clause 15. The Supplier shall provide the Customer with a copy of each such contract on request. Such contract shall grant the Supplier the ability to conduct periodic assessments of the sub-processor's data protection and security safeguards and practices. The Supplier shall provide, upon request of the Customer, information about the results of such assessments. Where a sub-processor appointed by the Supplier fails to fulfil its data protection obligations, the Supplier will remain fully liable for the acts or omissions of its sub-processor.

15.14. The Supplier shall promptly provide and procure at no charge to the Customer, information and reasonable assistance to enable the Customer to fulfil its obligations to:

15.13.1 respond to requests from Data Subjects made in reliance of the Data Privacy Legislation;

15.13.2 demonstrate the Supplier's compliance (and any permitted sub-processors and/or agents' compliance) with this Clause 15 including the record keeping under applicable Data Privacy Legislation; and

15.13.3 comply with other obligations imposed on the Customer by the Data Privacy Legislation, including:

15.13.3.1 security;

15.13.3.2 privacy impact assessments; and

15.13.3.3 consultation, investigation, audit and enquiries by a supervisory authority.

15.15. The Supplier shall notify the Customer promptly, and no later than twenty-four (24) hours of becoming aware of, or reasonably suspecting the occurrence of, any Personal Data Breach affecting the Contract Personal Data ("**Incident**"). Such notice shall:

15.14.1 describe the nature of the Incident including, where possible, the categories and approximate number of (i) affected Data Subjects, and (ii) data records, and (iii) whether the affected Contract Personal Data was de-identified, pseudonymised, or encrypted;

15.14.2 communicate the name and contact details of the Supplier's data protection officer or other contact point in relation to the Incident;

15.14.3 describe the likely consequences of the Incident; and

15.14.4 describe the measures taken or proposed to be taken by the Supplier to address the Incident including where appropriate, measures to mitigate its possible adverse effects.

15.16. Where information at Clause 15.15 above is unavailable, the Supplier shall detail the information known to it at the time and it shall set out the steps to be undertaken by it to further investigate the Incident. No later than thirty-six (36) hours after the first notice, the Supplier shall submit a further notice to the Customer containing information required by Clause 15.15above. If the Supplier fails to notify the Customer within the specified period or fails to provide the information, the Supplier shall be deemed to be in breach of this Clause 15.

15.17. In the event of a Personal Data Breach affecting the Contract Personal Data, including where the Customer has determined an incident qualifies as a Personal Data Breach, the Supplier shall at no charge:

15.16.1. provide reasonable assistance to the Customer to facilitate the handling of the Personal Data Breach in an expeditious and compliant manner in accordance with applicable Data Privacy Legislation and Supervisory Authority guidance;

15.16.2 not make any announcements, notifications and/or representations, relating to the Personal Data Breach, or acknowledge any correspondence relating to it without the Customer's prior written approval;

15.16.3 take all reasonable and appropriate corrective action requested by the Customer;

15.16.4 cooperate, provide assistance and information for the Customer to communicate the Personal Data Breach to the affected Data Subjects (and the Customer shall determine in its sole discretion whether such notice will be made, including its content and any offers of assistance, monitoring or payments);

15.16.5 co-operate, provide assistance and information for the Customer to notify a Supervisory Authority about the Personal Data Breach (the Customer shall determine in its sole discretion whether such notification will be made);

15.16.6. the Supplier shall take all such steps as may be required a Supervisory Authority and will permit the Customer to participate in any investigation, corrective action, and remediation process relating to the Personal Data Breach; and

15.16.7 without limiting the foregoing, the Supplier will reimburse the Customer for all direct and indirect expenses and costs related to the Personal Data Breach and, if the root cause of the Personal Data Breach is determined by the Customer to be under the control of the Supplier, any such payment to the Customer will not limit the Customer's right to recover damages it incurs as a result of such Personal Data Breach, but the amount of damages will be reduced by the amount paid under this Clause 15.

15.18. Where Contract Personal Data has been provided to the Supplier by or behalf of the Customer, or it has been created by or acquired by the Supplier in the course of the provision of the Services then upon completion of the Processing of such Contract Personal Data and otherwise immediately on expiry or earlier termination of the Contract, the Supplier

shall, at the Customer's option, destroy by putting such Contract Personal Data beyond use, or return materials, information or data containing such Contract Personal Data to the Customer unless Domestic Law or Union or Member State law as applicable requires storage of Contract Personal Data. In all other cases the Supplier shall, at the Customer's request or upon expiry or termination of the Contract, immediately cease Processing (and procure its personnel, permitted sub-processors and/or agents cease Processing) the Contract Personal Data.

15.19. The Supplier shall grant to the Customer, or its appointed representatives, such access as is reasonably necessary to the premises owned or controlled or used by the Supplier, its permitted sub-processors and/or agents in the performance of its obligations under the Contract to inspect and audit all facilities, equipment, documents and electronic data relating to and/or used in the Processing of the Contract Personal Data.

15.20. To the extent a party Processes Contract Personal Data for the purposes of contractual administration, each party shall be a separate and independent Controller of such Contract Personal Data. For the avoidance of doubt Article 26 of UK GDPR and GDPR as applicable shall not apply. Each party shall:

15.19.1 comply with all Data Privacy Legislation applicable to that party in respect of the collection, processing and sharing of such Contract Personal Data;

15.19.2 only process such Contract Personal Data for the purposes of the Contract and as otherwise may be permitted by the Data Privacy Legislation;

15.19.3 promptly provide assistance and co-operation to the other party where reasonably required for that party to comply with its obligations in Data Privacy Legislation in relation to such Contract Personal Data; and

15.19.4 notify the other party without undue delay, (and in any event within forty-eight (48) hours), if it becomes aware of, or reasonably suspects the occurrence of, any Personal Data Breach affecting such Contract Personal Data.

15.21. The Supplier agrees and undertakes to indemnify on demand and keep indemnified the Customer and defend at its own expense, and hold the Customer harmless from and against all and any demands, claims, actions, proceedings, liabilities, costs, expenses (including legal expenses calculated on a full indemnity basis, and all other professional expenses and costs), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, regulatory penalty, fine or penalties), injury or damages whatsoever incurred or suffered by the Customer or for which the Customer may become liable due to any failure by the Supplier arising out of the breach by the Supplier or its personnel, agents and/or sub-processors, of any of its data protection obligations under this Clause 15.

16. Confidentiality and Content Security

16.1. Except for the purposes of the Contract, the Supplier will not use or make available to any third party at any time during or after the Contract Period any Confidential Information of the Customer or the Commissioner, except nothing shall prevent the Supplier from disclosing Confidential Information to the extent it:

16.1.1. is or later comes into the public domain otherwise than as a direct or indirect result of disclosure by the Supplier or a party engaged by the Supplier, contrary to the Supplier's obligations of confidentiality;

16.1.2. is required to be disclosed by Law or the rules of any stock exchange;

16.1.3. is disclosed with the prior written consent of the Customer or the Commissioner;

16.1.4. is or becomes available to the Supplier from third parties or is already known by the Supplier, otherwise than pursuant to the Contract and free of any restrictions as to its use or disclosure;

16.1.5. is independently developed by the Supplier; or

16.1.6. is disclosed to the Supplier's employees, professional advisors, agents and sub-contractors solely on a need-to-know basis provided the Supplier procures the person to whom such disclosure is made complies with the

obligations under this Clause 16 as if it were a party to the Contract.

16.2. In this Clause 16, "**Content Security Breach**" means any actual or reasonably suspected [included because 16.17 states "within twenty-four (24) hours, provide Customer with all reasonable details of the applicable breach to enable Customer to ensure that it does not suffer a similar Content Security Breach", if it was only an actual breach, the Supplier could delay notifying Customer – also aligns with 15.5 "reasonably suspecting the occurrence of, any Personal Data Breach"), unauthorised or unlawful [needed because Access, use, disclosure, processing are permitted actions by Supplier] access to, use, disclosure, [processing, loss of, damage to, destruction – all come from 16.16], corruption or alteration of Customer Content [comes rom 16.8).

16.3. Customer and its Affiliates will have sole control over the Customer Content.

16.4. The Supplier shall:

16.4.1. process the Customer Content only in accordance with Customer's reasonable instructions, as set out in this Contract or otherwise notified by Customer to the Supplier. The Supplier shall not supplement, modify, or alter, any Customer Content except as permitted by this Contract, or with Customer's prior written consent;

16.4.2. use, access, and process Customer Content only to the extent, and in such a manner, as is strictly necessary for the purpose of performing its obligations under this Contract, and shall not process Customer Content for any other purpose (including its own purposes), save as required by Law, or as requested by Customer;

16.4.3. not disclose the Customer Content, or any part of it, to any third party;

16.4.4. ensure that only such Supplier personnel who need access to the Customer Content in order that the Supplier can perform its obligations under this Contract, have access to the Customer Content, and take appropriate steps to ensure the reliability of any Supplier personnel who may have access to the Customer Content; and

16.4.5. not (and shall ensure that its Personnel do not) remove from, attempt to remove from, or modify any watermarks on, the Customer Content.

16.5. The Supplier shall provide Customer with the names of any Supplier personnel who are to be given access to Customer Content, prior to that Customer Content being made available to the Supplier personnel.

16.6. The Supplier shall ensure that each member of the Supplier personnel who has access to Customer Content:

16.6.1. is informed of the confidential nature of the Customer Content;

16.6.2. does not use the Customer Content except to the extent strictly necessary for the performance of their duties;

16.6.3. is aware of the Supplier's Customer Content obligations under this Contract; and

16.6.4. has undergone reasonably adequate training on the controls and measures put in place by the Supplier to meet the requirements for the security and confidentiality of Customer Content set out in this Contract, including all relevant procedures and guidelines.

16.7. The Supplier shall promptly comply with any written request or enquiries from Customer or any relevant Customer Affiliate relating to the processing of Customer Content. In addition, and at Customer's reasonable request, the Supplier shall promptly amend, delete, or securely return or transfer a copy of, the Customer Content (including any back-ups of the Customer Content) held by it, in the format, and on the media, reasonably specified by the Customer.

16.8. The Supplier shall process Customer Content securely at all times, and maintain security safeguards, and implement all appropriate technical and organisational controls and measures, against unauthorised and unlawful processing, accidental loss and destruction of, damage to, and alteration of, Customer Content. When choosing and implementing such safeguards, controls and measures, the Supplier shall have regard to the state of technological

development for security and the prevailing threats and risks to Customer Content, including the risks of cyber-attacks, malware, technological vulnerabilities and insider risks. The safeguards, controls and measures implemented by the Supplier must comply with all Customer information security policies, as notified by the Customer to the Supplier from time to time, and must include:

16.8.1. the encryption of Customer Content when in transit and, where necessary, at rest, using a strong encryption algorithm, and when stored on portable media;

16.8.2. the deployment of firewalls, virus scanning, intrusion detection and monitoring on computer systems and networks used to process Customer Content, and the investigation of any suspicious activity, with remediation action taken as necessary;

16.8.3. maintenance of an audit trail in respect of the Customer Content, and the Supplier personnel accessing that Customer Content;

16.8.4. regular penetration and vulnerability testing of all systems and facilities containing Customer Content, by, or on behalf of, the Supplier ("**Penetration Testing**"). Upon request, the Supplier shall make the results of the testing available to Customer's security personnel (subject to clause 16.1); and

16.8.5. the Supplier shall notify Customer when it has completed the remedial work referred to in clause 16.8.4, and the Customer (or its nominee) shall, at the Supplier's cost, re-perform the Penetration Testing.

16.9. The Supplier shall employ strict security measures, and use all due care, in handling and storing the Customer Content so as to prevent any unauthorised use, duplication or reproduction of the Customer Content stored on its premises or on secure FTP sites. The Supplier shall comply with industry-standard guidelines (including in respect of safety and confidentiality of content) on content processing and storage facilities when storing Customer Content. When storing the Customer Content, the Supplier shall clearly separate it from all other materials owned or used by the Supplier, or the Supplier's other customers.

16.10. Without prejudice to clause 16.9, the Supplier shall store and handle Customer Content in accordance with its responses to any third party content security assessment form ("**Third Party Content Security Assessment Form**") (including any changes to those responses requested by BBCSPL), where such a form has been requested by the Customer and completed by the Supplier. Where the Supplier has indicated in the Third Party Content Security Assessment Form that it has received accreditation from any industry bodies, it shall use all reasonable endeavours to maintain that accreditation for the Contract Period and shall inform the Customer in writing if it loses the accreditation.

16.11. The Supplier shall comply with good industry practice regarding information security management, including to the extent applicable ISO 27001/ISO 27002, and where the Supplier holds a security accreditation with the Content Delivery and Security Association (CDSA), or the Motion Picture Association of America (MPAA), it shall maintain that accreditation at all times during the Contract Period, and for twelve (12) months following the termination or expiry of this Contract.

16.12. The Supplier shall back-up all Customer Content in its possession or control (or in the possession or control of any sub-contractor approved by Customer) regularly, in accordance with good industry practice, and shall carry out an additional, separate, daily back up of all Customer Content on another server, in a different location within the same facility.

16.13. The Supplier shall identify to Customer a member of the Supplier's personnel who will have overall responsibility for the security of Customer Content, control access to the Customer Content, and be BBCS's point of contact in the event of a Content Security Breach.

16.14. The Supplier shall develop and maintain an incident response plan to ensure that all threats to the security of Customer Content are quickly detected, assessed, responded to, and remedied. The Supplier's incident response plan must include scenario planning and mock incident response exercises.

16.15. The Supplier shall enter into a written agreement with any sub-contractors (as approved by Customer in accordance with clause 22 (*Assignees/Sub-Contractors and Specialised Sub-contractors*)) who will process Customer Content, on terms and conditions equivalent to those in this clause 16 in all material respects.

16.16. The Supplier shall notify Customer as soon as reasonably practicable if it:

16.16.1. cannot, or may not be able to, comply with any of its obligations under this clause 16;

16.16.2. becomes aware of any unauthorised or unlawful processing, loss of, damage to, or destruction of, Customer Content, or that Customer Content has become corrupted or unusable;

16.16.3. is required by Law to disclose Customer Content;

16.16.4. receives any complaint, notice, or communication, which relates directly or indirectly to the processing of Customer Content under this Contract, and it shall provide its full co-operation and assistance to Customer in relation to any such complaint, notice or communication.

16.17. Where the Supplier becomes aware of any Content Security Breach affecting the Customer Content, or that there has been a Content Security Breach affecting any other customer of the Supplier, and such breach has arisen due to any act or omission of the Supplier, the Supplier shall, subject to clause 16.1 and within twenty-four (24) hours, provide Customer with all reasonable details of the applicable breach to enable Customer to ensure that it does not suffer a similar Content Security Breach, all reasonable details of the security measures in place at the time of the incident, and a final incident report which provides details of any additional measures implemented as a result of the breach.

16.18. The Supplier shall be liable for all loss of, or corruption to, the Customer Content to the extent caused by the Supplier, subject to Customer's duty to mitigate the impact of such loss or corruption.

16.19. The Supplier shall not transmit Customer Content over any unsecured links.

16.20. Upon termination of the Contract, the Supplier shall delete all Customer Content in the Supplier's possession or control, or that part of the Customer Content which is no longer required, or relates to the part of this Contract which was terminated.

16.21. If, during the term, or after the termination or expiry of this Contract, the Supplier decommissions or disposes of any equipment used to access, process, or store, Customer Content, it shall ensure that the equipment is free of Customer Content, and that Customer Content cannot be retrieved, restored, or re-configured, in whole or in part.

16.22. The Supplier shall, during the term of this Contract and for a period of twelve (12) months following the termination or expiry of this Contract, grant to Customer such access to its sites, records, systems, hardware, processes, controls, and facilities, as is reasonably necessary to enable Customer to verify that the Supplier is complying with its obligations under this clause 16. If, in the course of such an audit, Customer determines, acting reasonably, that the content security measures adopted by the Supplier are inadequate, it shall notify the Supplier of such inadequacies. If the Supplier does not improve its security measures, to Customer's reasonable satisfaction, within fifteen (15) days of receipt of Customer's notice, Customer may terminate this Contract immediately on written notice to the Supplier. The Supplier shall use all reasonable endeavours to procure the right for Customer to audit any sub-contractors approved by Customer, and who process Customer Content, in accordance with this clause 16.22.

17. Force Majeure

17.1. In the Contract, "**Force Majeure Event**" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events or omissions beyond the reasonable control of the party so prevented, including, to the extent these are beyond such control, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, fire, flood or storm except that:

17.1.1. neither a lack of funds nor a default or misconduct by any third party employed or engaged as an agent or sub-contractor by the party claiming force majeure will be a cause beyond the reasonable control of that party, unless caused by events or circumstances which are themselves Force Majeure Events;

17.1.2. a mere shortage of labour, materials, equipment or supplies will not constitute a Force Majeure Event unless caused by events or circumstances which are themselves Force Majeure Events; and

17.1.3. strikes, lock-outs or other industrial disputes involving the workforce of the party so prevented or of any of its sub-contractors or suppliers will not constitute a Force Majeure Event.

17.2. If either party is prevented from performance of any of its obligations under the Contract by a Force Majeure Event, that party (for the purposes of this Clause 17.2 (the "**Claiming Party**") will as soon as reasonably possible and in any event within one (1) Working Day after commencement of the Force Majeure Event serve notice in writing on the other party specifying the nature and extent of the Force Majeure Event, and will, subject to service of such notice, have no liability in respect of any delay in performance or any non-performance of any such obligation (and the time for performance will be extended accordingly) to the extent the delay or non-performance is due to a Force Majeure Event, provided:

17.2.1. the Claiming Party could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but did not take; and

17.2.2. the Claiming Party has taken all reasonable steps as are necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable.

17.3. The Customer will not be required to pay any fees for any Deliverables which the Supplier has not properly provided or performed in accordance with this Agreement as a result of the Force Majeure Event.

18. Contract Period and Termination

18.1. Subject always to earlier termination pursuant to Clause 18.2 below, the Contract shall terminate on expiry of the Contract Period (if any).

18.2. The Customer may by notice in writing terminate the Contract with immediate effect if:

18.2.1. the Supplier commits a material breach of the Contract and if the breach is capable of remedy, the Supplier fails to remedy the breach within seven (7) days (or such shorter period as may be reasonably required by the Customer) of receipt of a written notice specifying the breach and requiring its remedy (in which case the Customer reserves the right to remedy the breach and recover the costs thereof from the Supplier and terminate the Contract in accordance with this Clause 18.2.1);

18.2.2. the Supplier is unable to provide the named individual(s) pursuant to Clause 25 (*Replacement of Named Individual(s)*);

18.2.3. the Supplier becomes or is deemed to have become insolvent (including being unable to pay its debts as they fall due and/or the value of its assets is less than the amount of its liabilities taking into account contingent and prospective liabilities), or if the Supplier proposes or enters into any composition, arrangement or compromise with its creditors generally or any class of them, or if any petition is presented, order is made or resolution is passed for the winding up of the Supplier (except for the purpose of a solvent scheme of arrangement, restructuring or reconstruction previously approved in writing by the Customer), or if an administration order is made or an application for such an order is presented in respect of the Supplier, or if the Supplier ceases, prepares to cease or threatens to cease to carry on its business (or a material part thereof) or is dissolved, or if steps are taken for the appointment of a receiver (including an administrative receiver), administrator, provisional liquidator, liquidator, manager, trustee, nominee, supervisor or similar officer over the whole or part of any of its business or assets, in each case under any law relating to bankruptcy, insolvency

or the relief of debtors anywhere in the world;

18.2.4. where the Supplier is a partnership, if a voluntary arrangement is proposed, or any one or more of the partners in such partnership suffers an interim order or bankruptcy order to be made or a petition is presented for his or her bankruptcy, or an interim receiver is appointed, or he or she otherwise becomes insolvent or makes any general arrangement or composition with his or her creditors, in each case under any law relating to bankruptcy, insolvency or the relief of debtors anywhere in the world;

18.2.5. where the Supplier is an individual, they have a bankruptcy petition presented against them or an interim order or bankruptcy order made against them, an interim order is made for a voluntary arrangement in respect of them, they make any general composition with their creditors, they die, become of unsound mind or a patient for the purposes of any statute relating to mental health or commit a criminal offence (other than a minor motoring offence), in each case under any law relating to bankruptcy, insolvency or the relief of debtors anywhere in the world;

18.2.6. the Supplier suffers or there occurs in relation to that party any event which in the reasonable opinion of the Customer is analogous to any of the events referred to in Clauses 18.2.3, 18.2.4, 18.2.5 above;

18.2.7. there is a direct or indirect change of control of the Supplier, for which purposes "control" means the ability to direct the affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever;

18.2.8. the continued performance of the Contract is prevented by reason of a Force Majeure Event (as defined in Clause 17.1) for a continuous or aggregate period of more than twenty (20) days in total;

18.2.9. the Supplier delays in delivering the Deliverables or notifies the Customer it is likely to be so delayed, or the Customer reasonably believes it will be so delayed; or

18.2.10. the Supplier commits a breach of the Bribery Act 2010.

18.3. The Supplier shall give prompt notice in writing to the Customer of any event within Clause 18.2 above which occurs and which would entitle the Customer to terminate the Contract.

18.4. In addition to the Customer's rights to terminate the Contract pursuant to Clause 18.2 above, the Customer may by notice in writing terminate the Contract with immediate effect if there is, in the Customer's reasonable opinion, a financial, editorial or other substantial reason and in such event the Customer's liability to the Supplier shall be limited to payment of such sums as may be due to the Supplier up to and including the date of termination and:

18.4.1. where the Contract consists of the hire or loan of Goods or Facilities or the provision of Services, the payment of a cancellation fee in an amount to be decided by the Customer using its sole discretion, to be exercised reasonably, having due regard to the Supplier's duty and ability to mitigate any loss it may suffer; or

18.4.2. where the Contract consists of the sale of Goods or Facilities, payment of such costs as the Supplier may have properly, reasonably and directly incurred in relation to fulfilling the Contract, prior to the date of termination.

19. Consequences of Termination

19.1. Expiry or termination of the Contract for whatever reason shall:

19.1.1. not prejudice any right of action accruing or already accrued to either party at the date of termination; Clauses 3 (*Good Faith/Outside Activities/Publicity*), 6 (*Contract Price/Payment*), 7 (*Security/Access/Inspection*), 13 (*Liability / Insurance / Indemnity*), 15 (*Data Privacy*), 16 (*Confidentiality*), 17 (*Force Majeure*), 19 (*Consequences of Termination*), 20 (*Intellectual Property Ownership and Rights of Use*), 21 (*Use of Customer Content for machine learning and artificial intelligence*), 23 (*Policies and On Air Credits*), 26 (*TUPE*), 27 (*Personnel*), 29 (*Ethical Trading, Modern Slavery and Sanctions*), 30 (*Conflicts of Interest*), 31 (*Waiver of Injunctive Relief*) and 32 (*General*), and any other provision that expressly or by implication is intended to come into, or continue in, force on or after

expiry or termination, shall survive the expiry or termination of the Contract;

19.1.2. subject to Clause 18.4, not in itself give rise to a claim by the Supplier for damages or otherwise beyond a claim for payment due under the Contract up to and including the date of termination.

19.2. Upon expiry or termination of the Contract for whatever reason, the Supplier shall:

19.2.1. promptly deliver up to the Customer, at the Supplier's own risk and expense, the whole or any part of any Deliverables owned by the Customer pursuant to Clause 10 (*Delivery of Goods*), and any Customer equipment/materials, identity cards or entry permits provided or used under the Contract and the Customer shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover the costs thereof from the Supplier; and

19.2.2. the Supplier shall provide the Customer with satisfactory evidence of such costs, and any reimbursement shall always be subject to the Supplier's duty to mitigate any losses it may suffer.

20. Intellectual Property Ownership and Rights of Use

20.1. All Background IPR is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom the right to use the Background IPR has derived).

20.2. The Supplier hereby assigns to the Customer (including by way of present assignment of present and future rights) on creation, absolutely and free from encumbrances and with full title guarantee, all right, title and interest in the Foreground IPR (and warrants all relevant Personnel and agents engaged by the Supplier have assigned the same to the Supplier to enable such assignment to the Customer).

20.3. The Supplier hereby to the extent permissible by law waives irrevocably, and warrants all the Supplier's relevant Personnel and/or agents have waived irrevocably, to the extent permissible by law, the benefits of any provision of law known as "moral rights" in the Deliverables and/or Services (including any right of the Supplier, its Personnel and/or agents under sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988 and any resale right) or any similar laws of any jurisdiction in which waiver is permissible.

20.4. Without prejudice to Clauses 20.2 and 20.3 above the Supplier acknowledges that the Customer shall own all results and proceeds in their entirety in whatever stage of completion of the Supplier's Services and, except to the extent Clause 20.5 below applies, agrees that the Deliverables and all other results and proceeds of the Services are specially ordered by the Customer and where US law (or equivalent law) is applicable to relationship between the Customer and the Commissioner shall be deemed a "work made for hire" for the Customer.

20.5. To the extent Background IPR introduced by or on behalf of the Supplier is implemented in or otherwise required for the Customer to use or benefit from the Deliverables and/or Services, the Supplier hereby grants to the Customer a royalty-free, non-exclusive, perpetual, irrevocable licence to use such Background IPR for such purposes.

20.6. The Supplier warrants and represents that provision of the Deliverables and/or Services by the Supplier and/or receipt, use and possession of the same by the Customer will not subject the Customer to any claim or dispute of infringement of IPR or other proprietary rights of a third party.

20.7. The Supplier shall immediately give written notice to the Customer of any actual, threatened or suspected claim or dispute that the Deliverables and/or use of the Services infringe any IPR or other proprietary rights of a third party. If such a claim would prevent the Customer from receiving or using all or any part of the Deliverables and/or Services, the Supplier shall promptly, at its own cost, and at the Customer's election and without prejudice to the Customer's rights or remedies, either:

20.7.1. procure the right for the Customer to continue using the infringing item that is subject to the claim; or

20.7.2. replace or modify the infringing item with a non-infringing substitute of the same functionality or capability.

21. Use of Customer Content for machine learning and artificial intelligence

21.1. The Supplier shall not use nor include any artificial intelligence or machine learning in the Services and/or Deliverables provided to the Customer, or in connection with any Customer Content, data or Confidential Information, without the prior written and express permission of the Customer (to which the Customer may attach any conditions at its sole discretion). Where the Customer has provided express permission pursuant to the foregoing, any such approved system shall be deemed a "**Permitted AI System**" for the purposes of this clause 21.

21.2. The Supplier shall not use, copy or modify, or let others use, copy or modify, (whether temporarily or permanently, directly or indirectly) Customer Content for AI model development (like training or fine-tuning any AI systems).

21.3. Customer expressly reserves all rights, including all IPR, in and to Customer Content and any Deliverables, except as expressly stated in this Contract.

21.4. The parties agree that the Supplier shall:

21.4.1. only use specific Customer Content (as identified by the Customer in writing, email to suffice) with the Permitted AI System and immediately stop using and delete some or all of the Customer Content if Customer asks;

21.4.2. not assume any rights to text and data mining unless explicitly granted by Customer;

21.4.3. unless agreed otherwise in writing by the Customer (email to suffice) not share (whether by disclosure, assignment or licensing) or let others access the Customer Content;

21.4.4. not modify, annotate or label the Customer Content or let others do so without Customer's permission;

21.4.5. not use content that is owned by someone else in or with the Permitted AI Systems without their permission;

21.4.6. where it uses third party providers for the purposes of providing the Permitted AI System and/or the Services and Deliverables and such providers use AI systems, unless agreed otherwise by the Customer in writing (email to suffice), only use Customer Content in services provided by such third party providers that are engaged by the Supplier on terms and conditions at least equivalent to the terms set out in this clause 21. The Supplier will at all times remain fully liable to the Customer for the compliance of its third party providers with the terms of this clause 21 including, for the avoidance of doubt, clauses 21.2 and 21.3 above.

21.4.7. not open source the Customer Content;

21.4.8. not use the Permitted AI Systems in a way that harms Customer's reputation;

21.4.9. when the Services end:

21.4.9.1. stop using Customer Content and any data generated by the Permitted AI System that resembles or replicates Customer Content and securely delete it;

21.4.9.2. securely delete any data that records unique insights or knowledge obtained from the permitted activities;

21.4.9.3. securely delete outputs of the Permitted AI System unless Customer has permitted the Supplier to keep them;

21.4.9.4. transfer a copy of the outputs of the Permitted AI System to the Customer; and

21.4.9.5. if the Supplier has fine-tuned an AI model using any Customer Content, delete all fine-tuned components created with Customer Content. This includes any adjusted model parameters, weights, or biases;

21.5. Ethical AI Principles and Transparency

21.5.1. The Supplier must, when using the Permitted AI System:

21.5.1.1. read and understand Customer's AI principles (currently published here: https://www.bbc.co.uk/supplying/working-with-us/ai-principles/) and be guided by them when delivering its Services and Deliverables/using Customer Content for AI activities.

21.5.1.2. put in place measures, safeguards, access controls, auditing, testing and monitoring necessary to protect people from harm while using the Permitted AI System and follow relevant laws (including data protection laws) and codes of conduct; and

21.5.1.3. take care of data properly, using appropriate good measures and following all relevant laws and this Contract. This includes keeping high-quality, representative data sets and managing data according to best practices.

21.6. Fairness and avoidance of bias

21.6.1. The Supplier will regularly check and test the Permitted AI System for fairness, using high-quality representative datasets and models, and take steps to counter potential sources of unfair bias or discrimination based on protected characteristics.

21.6.2. If the Customer reasonably thinks that the Permitted AI System shows bias or is likely to cause unfair treatment to individuals, then the Customer can ask the Supplier to fix the problem at no additional cost to Customer.

21.7. Transparency and access to data

21.7.1. The Supplier will write down how it uses the Permitted AI System (including code) in cases where the use of AI is high risk or when the law requires it. It will also do this when complying with its obligations under this clause 21.7 to give information to Customer.

21.7.2. If the Customer asks, the Supplier will promptly give Customer a statement about how it designs, uses and checks that Permitted AI System (including input and output data) follow ethical and legal standards. The statement may include how many people and organisations are affected by the Permitted AI System;

21.7.3. Customer may review and monitor the Supplier's AI processes and documentation to check compliance with this clause 21.7.

22. Assignees/Sub-Contractors and Specialised Sub-contractors

22.1. The Customer may assign, sub-license, sub-contract or otherwise transfer, any of its rights or obligations under the Contract, in whole or in part, to any third party.

22.2. The Supplier shall not without the prior consent of the Customer assign, sub-license, sub-contract or otherwise transfer, any of its rights or obligations under the Contract, in whole or in part, to any third party.

22.3. Notwithstanding all liability for any sub-contractor rests with the Supplier, any sub-contractor engaged by the Supplier must be subject to the same obligations as the Supplier is subject to under the Contract and the Supplier shall do all

things necessary to ensure the sub-contractor complies with these.

22.4. Where the Supplier engages a sub-contractor for the provision of the Deliverables for work involving: aircraft (including helicopters, balloons, model aircraft, drones and parachutes); armourers; asbestos; diving; explosives; pyrotechnics or fire effects; flying ballet; lasers; location lighting; scaffolding or similar structures; specialised rigging or wiremen; hydraulic hoist contractors, smoke effects; or stunt artists, the Supplier shall:

22.4.1. only use those sub-contractors pre-vetted by the Customer for that purpose, a list of which the Customer shall provide to the Supplier on request; and

22.4.2. obtain a written risk assessment from the sub-contractor and incorporate such assessment in the Supplier's own risk assessment referred to in Clause 8.3.2.

22.5. The Customer reserves the right to vary the kinds of work for which it requires Customer pre-vetted sub-contractors and/or to require the use of such pre-vetted sub-contractors for the provision of the Deliverables outside the UK and/or to require the Supplier to comply with any procedure in addition to or in substitution for the use of such sub-contractors, as notified to the Supplier from time to time.

23. Policies and On Air Credits

23.1. The Supplier shall comply with, and shall procure that its Personnel and sub-contractors comply with, all Customer and BBC policies referred to in these Standard Terms and with: (i) the following Customer and BBC policies and (ii) any relevant policies of the Commissioner of the Programme or Project as notified to the Supplier by the Customer:

23.1.1. the BBC Editorial Guidelines available at http://www.bbc.co.uk/editorialguidelines/;

23.1.2. the Bullying and Harassment Policy available at https://downloads.bbc.co.uk/foi/classes/policies_procedures/all_policies_pg.pdf;

23.1.3. the Customer's Ethical Trading Policy available at https://www.bbcstudios.com/ethical-policy/;

23.1.4. the BBC's Single Use Plastic statement of intent available at http://downloads.bbc.co.uk/aboutthebbc/reports/policies/sustainability/single-use-plastics-statement-of-intent.pdf;

23.1.5. the BBC information security policies available at https://www.bbc.com/supplying/working-with-us/information-security; and

23.1.6. any other relevant policy which is available at http://www.bbc.co.uk/guidelines/, https://www.bbcstudios.com/working-with-us or which the Customer shall otherwise provide to the Supplier, including The Pledge (https://www.bbcstudios.com/working-with-us/the-pledge).

23.2. The Customer's editorial decision shall be final and nothing in the Contract shall oblige the Customer or the Commissioner to broadcast or publish or prevent the broadcast or publication of any Programme or Project, either in whole or in part, in connection with which the Deliverables are provided under the Contract.

23.3. Any credits awarded to the Supplier pursuant to the Contract shall be in accordance with any relevant policies of the Commissioner of the Programme or Project. Where the BBC is the Commissioner, the BBC credit guidelines shall apply and are available at http://www.bbc.co.uk/guidelines/.

24. Information Provision and Performance Monitoring

24.1. If requested by the Customer, the Supplier shall provide evidence of compliance with any of the Supplier's obligations under the Contract, including in connection with the measures set under Clause 23.3.

24.2. If requested by the Customer, the Supplier shall provide all reasonable assistance in relation to any requests for information or investigations undertaken by any third party with competent jurisdiction, including the Information Commissioner.

24.3. To ensure the Deliverables achieve the level of service required by the Customer, where appropriate the Customer may stipulate a range of measures by which the Supplier's performance can be assessed.

25. Replacement of Named Individual(s)

Where the Contract specifies the Supplier shall provide a named individual(s) to perform in whole or in part the Supplier's obligations under the Contract and the individual(s) for whatsoever reason becomes unable to do so, the Supplier shall promptly notify the Customer thereof and as promptly as is reasonably possible provide a suitable replacement(s) acceptable to the Customer. If the Supplier is unable to provide the named individual(s) in accordance with this Clause 25, the Customer shall have the right to terminate the Contract forthwith pursuant to Clause 18.2.2.

26. TUPE

26.1. The parties consider neither the commencement nor the termination of the provision of the Services (or any part of them) by the Supplier pursuant to the Contract shall constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**TUPE Regulations**") and, as a result, there shall be no transfer of the contracts of employment of any employees of the Customer or of the Supplier (or of any sub-contractor of either party).

26.2. If, notwithstanding the above, any person (including the Supplier or a sub-contractor to the Supplier) should claim or allege:

26.2.1. an employee or former employee of the Supplier (or a sub-contractor of the Supplier) (a "**Supplier Employee**") is employed by the Customer or by a person engaged to provide services which are the same or similar to the Services (or a part of the Services) (a "**New Supplier**") as a result of the provisions of the TUPE Regulations; or

26.2.2. the Customer or a New Supplier has inherited liability in respect of any Supplier Employee and/or his/her/their employee representative(s) as a result of the provisions of the TUPE Regulations, then the Supplier shall indemnify and keep indemnified the Customer and any New Supplier against all losses, costs, liabilities, expenses, actions, proceedings, claims and demands arising out of or in connection with:

26.2.2.1. any Supplier Employee's employment with or termination of employment by the Supplier (or its sub-contractor);

26.2.2.2. the employment or alleged employment of any Supplier Employee by the Customer or a New Supplier from the date (or alleged date) of transfer of employment from the Supplier (or its sub-contractor) until three (3) months after the date the claim such Supplier Employee is employed by the Customer or a New Supplier is notified to the Customer or New Supplier in writing;

26.2.2.3. the termination or alleged termination of a Supplier Employee's employment by the Customer or a New Supplier (so long as any such termination or alleged termination occurs no later than one month after the date the claim that such Supplier Employee is employed by the Customer, or a New Supplier is notified to the Customer or New Supplier in writing);

26.2.2.4. any failure or alleged failure of the Supplier, a sub-contractor of the Supplier, the Customer and/or a New Supplier to inform and consult with employee representatives under the TUPE Regulations in relation to the Supplier Employees; or

26.2.2.5. any allegation the Customer or a New Supplier is in breach of any provision of the TUPE Regulations or otherwise is liable for a breach of the TUPE Regulations by the Supplier (or a sub-contractor of the

Supplier).

26.3. At any time following the giving of notice by either party to terminate the Contract, the Customer may request, and the Supplier shall provide within five (5) Working Days, any and all information concerning the terms and conditions of employment or engagement of the Personnel.

26.4. During any period of notice given by either party to terminate the Contract or any period in which the Supplier anticipates or contemplates giving such notice, the Supplier shall, and shall procure its sub-contractors shall (as applicable), if requested by the Customer (but not otherwise) re-assign, re-deploy, transfer and/or amend the contract of employment of any Personnel so that such Personnel are no longer in scope to transfer by operation of the TUPE Regulations in connection with the termination of the Contract.

27. Personnel

27.1. At all times during the term of the Contract, the Supplier shall remain fully and solely responsible for and assume control and total liability for the employment and engagement of its Personnel. In particular, and without limiting the generality of the foregoing, the Supplier shall:

27.1.1. be responsible for performing or procuring the performance of all obligations and assuming all liabilities arising pursuant to the contract of service or the contract for services of the Personnel, including the payment of salary, fees or any other emoluments or benefits (including in respect of any loss of income or other loss or expense arising due to illness, injury or damage sustained in the course of providing the Services unless caused directly by the negligence or wilful default of the Customer) and for the withholding of tax and National Insurance contributions and making any other deductions or contributions as required by law to or in respect of the Personnel;

27.1.2. be responsible for such personal insurance cover as the Supplier and Supplier Personnel deem necessary to meet personal needs (including the needs of any dependants) or to meet legal obligations;

27.1.3. be responsible for recruiting, supervising and managing the Personnel;

27.1.4. ensure all Personnel have the necessary skills, expertise, qualifications, experience and training to provide the Services;

27.1.5. itself comply, and ensure its agents and sub-contractors comply with any and all of their obligations (howsoever arising) in relation to the Personnel, including the fulfilment of all applicable statutory employer's liability and/or workers compensation and/or work injury insurance or benefit scheme obligations;

27.1.6. itself comply, and ensure its agents, sub-contractors and all Personnel comply, with any and all requirements, policies and/or procedures notified to any or all of them by the Customer and observe all health and safety precautions required by any Laws or applicable collective bargaining agreements;

27.1.7. itself comply and procure the compliance of each of its agents, sub-contractors, employees and workers, with all discrimination and equal opportunities legislation applicable to each of the Personnel, Services and to the Deliverables. Furthermore, the Supplier agrees:

27.1.7.1. if the Supplier or any of its sub-contractors employs more than one hundred (100) individuals and its registered office is in the United Kingdom the Supplier shall provide, if requested by the Customer, a written statement of the Supplier's or sub-contractor's equal opportunities policy (as applicable) to the Customer, as well as an adequate explanation of how the policy is and will be implemented over time; and

27.1.7.2. it shall use all reasonable endeavours to itself adhere, and procure that each of its sub-contractors adheres, to the current relevant codes of practice in relation to employment and to the delivery of services to the public published by the Equality and Human Rights Commission and the Equality

Commission Northern Ireland.

27.2. The Supplier shall indemnify on demand and keep indemnified the Customer and hold the Customer harmless from and against all and any demands, claims, actions, proceedings, liabilities, costs, expenses (including legal expenses), losses, injury or damages whatsoever incurred or suffered by the Customer arising out of the breach by the Supplier of any of its obligations under Clauses 27.1.6 and 27.1.7 above.

28. Living Wage

The Supplier shall ensure all Personnel engaged by the Supplier, or a company within the same group, and working on the Premises of the Customer, are paid at least the appropriate National Living Wage, London Living Wage or Scottish Living Wage, or applicable living wage in the jurisdiction in which the Personnel is directly or indirectly engaged by the Supplier, as applicable ("**Living Wage**") The definition of the Living Wage is set out from time to time by the Living Wage Foundation: http://www.livingwage.org.uk/. The Supplier shall co-operate with and provide all reasonable assistance to the Customer in monitoring its adherence to the Living Wage requirements, as applicable, and shall provide the Customer with any documentation the Customer reasonably requests in order to verify this obligation is being met.

29. Ethical Trading, Modern Slavery and Sanctions

29.1. The Supplier shall:

29.1.1. implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure they comply with the standards laid out in the Customer's Ethical Trading Policy and to ensure there is no slavery or human trafficking or forced labour in its supply chains;

29.1.2. at its own cost respond promptly to:

29.1.2.1. any reasonable request from the Customer to provide an independent audit report in respect of slavery, human trafficking or ethical sourcing; and/or

29.1.2.2. all ethical trading, slavery and human trafficking due diligence questionnaires issued to it by the Customer from time to time and shall ensure its responses to all such questionnaires are complete and accurate; and

29.1.3. notify the Customer as soon as it becomes aware of any actual or suspected violations of the Customer Ethical Trading Policy and/or any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

29.2. The Supplier represents and warrants on an ongoing basis throughout the Contract Period that neither the Supplier nor any of its officers, employees and if relevant, its suppliers or sub-contractors or other persons associated with it:

29.2.1. has been convicted of any offence involving slavery and human trafficking; or

29.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

29.3. The Supplier represents and warrants to the Customer on a continuing basis for the duration of the Contract Period that:

29.3.1. neither it nor any organisation or individual affiliated to, or engaged by, the Supplier in the provision of the Services is:

29.3.1.1. on any sanctions list published by the United Kingdom, United States of America, or European Union or any other country relevant to the delivery of Services and Deliverables under this Contract (each a "**Sanctions List**");

29.3.1.2. is owned or controlled or acting for or on behalf of any organisation or individual which is on a Sanctions List;

29.3.2. in the performance of this Contract the Customer shall not be caused to deal, directly or indirectly, with any property, funds or economic resource itself listed on a Sanctions List or otherwise subject to sanctions; and

29.3.3. each party's obligations under this Contract can be fully performed without violating, infringing, or the Customer becoming subject to, any applicable sanctions.

29.4. In the event the Customer reasonably believes the Supplier is at any time in breach of any of the representations and warranties given at Clause 29.3 above (or that the statements therein are otherwise untrue), the Customer shall be entitled to terminate this Contract on written notice to the Supplier. In such case the Customer shall have no liability to the Supplier whatsoever including in respect of any fees, whether due prior to termination or otherwise.

30. Conflicts of Interest

In providing the Deliverables, the Supplier will not do anything, or knowingly or negligently permit a situation to arise, whereby a conflict of interest may be created between the interests of the Customer, the BBC, the Commissioner or any of their related companies and/or affiliates and the Supplier.

31. Waiver of Injunctive Relief

The Supplier waives the right to seek injunctive or other equitable relief or to enjoin or restrain the production, publication, distribution, exhibition, advertising, or any other means of exploitation of any Project and/or Programme**.**

32. General

32.1. Unless and until specified in writing pursuant to the Contract by an authorised official of either party, any notice required to be given pursuant to the Contract shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, or by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, addressed to: (i) in the case of notice to the Customer, the relevant person specified in the Purchase Documentation (quoting any purchase order number) and the address as specified in the Purchase Documentation; or (ii) in the case of notice to the Supplier at the address as specified in the Purchase Documentation, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two (2) days after posting.

32.2. The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

32.3. Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind the Customer or to contract in the name of or create a liability against the Customer in any manner whatsoever.

32.4. Any amendment or variation to the Contract shall only be made by prior written agreement (including email) between the parties and, in particular, any amendment to these terms of trade shall either be in writing and signed by the parties or, if made by email, must include an express statement of an intention to amend or vary the Contract which is agreed by the Customer.

32.5. Notwithstanding the covenants for title made in Clause 20.2, the Supplier shall execute or cause to be executed all such other documents and do or cause to be done all such further acts and things as the Customer may from time to time require in order to vest in and secure to the Customer and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to the Customer under the Contract and for the protection and enforcement of the same and otherwise to give full effect to the terms of the Contract.

32.6. The unenforceability of any single provision of the Contract shall not affect any other provision thereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

32.7. The headings to the Clauses and sections of these terms of trade are for ease of reference only and shall not affect the interpretation or construction of the Contract.

32.8. Any reference to any Law is a reference to such Law as amended and in force from time to time and to any Law which re-enacts or consolidates (with or without modification) any such Law.

32.9. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

32.10. Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto. Each party acknowledges that in entering into the Contract it does not rely on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

32.11. Save where expressly stated in the Contract, the Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Contract.

32.12. The Contract and any dispute, claim, suit, action or proceedings (including non-contractual disputes, claims, suits, actions or proceedings) arising out of or in connection with the Contract or its formation (in this Clause 32.12 referred to as "**Proceedings**") shall be governed in accordance with English law. It is irrevocably agreed for the exclusive benefit of the Customer that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Contract and accordingly any Proceedings may be brought in such courts. Nothing in this Clause 32.12 shall limit the right of the Customer to take Proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking by the Customer of Proceedings in any other jurisdiction, whether concurrently or not.

32.13. This Contract may be executed in any number of counterparts, each of which when executed (and delivered or transmitted by electronic means) shall constitute a duplicate original, and all the counterparts shall together constitute the one agreement.