

Draft ITV / Musicians' Union Agreement

1st January 2019



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THIS AGREEMENT is made on the 1st day of January 2019 between the ITV Companies listed in Schedule 1 (“the ITV Companies”) and the Musicians’ Union of 60/62 Clapham Road London SW9 0JJ (“the Union”).

The parties to this Agreement hereby agree as follows:

1 DATE OF COMMENCEMENT AND DURATION

This Agreement is effective from 1st January 2019 and shall continue in force until terminated by either party giving no less than six months written notice to the other. Such notice may not be given prior to 1st July 2021. In the absence of any termination notice the Agreement will continue in full force and effect at the rates applicable from 1st January 2021. Either party may give the other written notice of any proposals for variations to the Agreement at any time after 1st July 2021.

2 SCOPE AND PURPOSE OF THE AGREEMENT

- i) The purpose of this Agreement is to promote and set out terms for the engagement of musicians in ITV television programmes.
- ii) This Agreement sets out the minimum terms and conditions of engagement in the United Kingdom for members of the Union engaged to provide music for television programmes by the ITV Companies.
- iii) It may not be used for commercial audio recordings or for any other purposes other than as provided for in this Agreement, except by prior agreement with the Union.
- iv) Musicians engaged under the terms of this Agreement shall be professional musicians, subject to such exceptions as may be agreed from time to time. ITV recognises for purposes of collective bargaining the Musicians’ Union as the sole representative organisation of musicians.

3 ENGAGEMENT OF MUSICIANS FOR SESSIONS

- i) An individual musician may be engaged by an ITV Company to perform in any of the following types of session:
 - Combined Rehearsal and Recording/Performance Session
 - Rehearsal Session
 - Recording Session
 - Multiple Use Session

Self-contained groups of musicians may be engaged under the provisions of clause 10.

- ii) Musicians may be engaged on sessions for recording short items under the provisions of Clause 11.

4 COMBINED REHEARSAL AND RECORDING/PERFORMANCE (CRRP) SESSION

- i) Musicians may be engaged for a CRRP session not exceeding four hours that may be spread over a five-hour period with an interval of one hour between rehearsal and recording/performance. The performance shall be a maximum of one hour in duration, and may be in or out of vision, live and/or simultaneously recorded, or recorded for subsequent transmission. CRRP sessions shall attract fees per musician, of:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£156	£161	£163	£166

- ii) A CRRP session may be extended to provide additional recording/performance time upon payment to each musician of the following fees for each additional fifteen minutes, or part thereof, by which the session is extended for this purpose:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
If musician notified prior to day of session	£22	£23	£23	£24
If musician notified on day of session	£28	£29	£29	£30

- iii) A CRRP session may be extended to provide additional rehearsal time upon payment to each musician of the following fees for each additional fifteen minutes, or part thereof, by which the session is extended for this purpose:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£7	£8	£8	£8

Buyout Option:

- iv) The CRRP Peak Session may be bought-out for World in All Media in Perpetuity (excluding Audio Rights) upon a further payment of 70% of the total CRRP and Overtime fees (excluding rehearsal fees). This fee will be payable at the time of the session.

The CRRP Off-Peak Session may be bought-out for World in All Media in Perpetuity upon upgrading the fee to the Peak Time Session Rate and then applying a further payment of 70% of the total CRRP and Overtime fees (excluding rehearsal fees). This fee will be payable at the time of the session.

It is agreed that this 70% buyout will apply to a maximum of 3 hours recording, 1 hour as part of the CRRP and 2 hours of Overtime.

Selective Pre-Recording:

- v) The music of selected items may be pre-recorded in sound or vision during the rehearsal part of a CRRP session. The following additional payment shall be made to each musician in respect of each fifteen minute period of such selective pre-recordings:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£22	£23	£23	£24

Retakes:

- vi) If a musician is required to remain after the end of a CRRP session for the purpose of correcting faults, he/she shall be paid as above, from the time the recording/performance ends until he/she is no longer required, except that if a decision is taken within the first ten minutes after the end of the performance that no retake is necessary then no payment shall be made for the ten minute period.

5 REHEARSAL SESSION

- i) Musicians may be engaged for a Rehearsal Session of not less than three hours except for a Rehearsal Session that takes place on the same day as another session where the minimum shall be two hours. Rehearsal sessions shall attract the following fees per hour per musician:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
If rehearsal is on same day as any other session	£29	£31	£32	£33
If rehearsal is on a separate day	£38	£41	£42	£43

- ii) If there is a break of more than two and a half hours between a Rehearsal Session and any other Session on the same day, then each musician will receive the following supplementary rehearsal fees:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£27	£29	£30	£31

- iii) A Rehearsal Session may be extended to provide additional rehearsal time on payment to each musician of an additional fee at the rate of one quarter of the applicable hourly rehearsal rate for each additional fifteen minutes or part thereof by which the session is extended for this purpose.

6 RECORDING SESSION

- i) Musicians may be engaged for a Recording Session of not less than three hours. Music may be performed live or recorded, in sound and vision, or vision or sound only. Such sessions shall attract fees per hour per musician of:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
For ITV regional programmes or programmes for ITV non-terrestrial channels	£46	£47	£48	£48
For all other ITV programmes	£47	£48	£49	£50

In this Agreement a non-terrestrial channel shall mean a channel whose audience share in all UK television homes is less than 4%.

- ii) A Recording Session may be extended to provide additional recording time on payment to each musician of an additional fee at the rate of one quarter of the applicable Recording Session Fee.
- iii) A maximum of 7 minutes transmittable material may be recorded per hour of the session, and a maximum of 2 minutes transmittable material may be recorded per 15 minutes of overtime.
- iv) As an alternative to engaging musicians for a Recording Session a Producer may instead engage on the basis of a Combined Use Fee (see clause 7).

7 COMBINED USE FEE

- i) As an alternative to engaging musicians for a Recording Session a Producer may opt at the time of engagement to pay the Musician a Combined Use Fee as set out below, in consideration of which the Producer shall be entitled to incorporate the musician's performance into the programme, and shall acquire the rights to use or to licence others to use the programme in all media throughout the world in perpetuity and to release the music on commercial audio recordings including ringtones.
- ii) The Combined Use Fee is inclusive of payment for video uses and represents the parties' present assessment of equitable remuneration in respect of the rental and lending right.
- iii) Any use of the sound recording only other than as provided for in this Clause shall be subject to separate negotiation with the Union. This Agreement does not permit the use of the music in Radio (except for commercial audio recordings licensed by Phonographic Performance Limited), nor does it allow segments of the programme to be used as Music Videos to promote a commercial audio recording. Payment for the use of the music incorporated into a Music Video shall be in accordance with the MU/BPI Agreement.

Recording sessions:

- iv) Musicians must be contracted on an hourly basis. The total volume of all hours of engagement for the programme determines the scale to be applied e.g. 30 musicians for two 4-hour sessions = 30 x 2 x 4 or 240 hours of engagement.

- v) Engagements booked on Scale 3 shall be subject to a minimum call of 3 hours; engagements booked on Scales 1 & 2 shall be subject to a minimum call of 2 hours.
- vi) The hourly rate is as set out in the table:

Aggregate Hours of Musician Engagements	Scale	Rate per Hour Per Musician			
		Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
2 hours - 36 hours	Scale 1	£112	£116	£118	£119
37 hours - 350 hours	Scale 2	£84	£86	£88	£89
351 hours or over	Scale 3	£75	£78	£79	£80

- vii) A Recording Session may be extended to provide additional recording time on payment to each musician of an additional fee at the rate of one quarter of the applicable scale rate for each additional fifteen minutes or part thereof by which the session is extended.
- viii) A maximum of 8 minutes transmittable material may be recorded per hour of the session.

Rehearsals:

- ix) A Musician may be called separately to attend for rehearsals only i.e. where no recording takes place. For a rehearsal session in association with a Combined Use Fee session, a Musician shall be paid the Recording Session hourly Fee for each hour of rehearsal. A Rehearsal Session shall be not less than three hours except for a Rehearsal Session that takes place on the same day as another session where the minimum shall be two hours.

Doubling:

- x) Payments for Doubling shall be in accordance with clause 20.

Overdubbing:

- xi) Payments for Overdubbing shall be in accordance with clause 9.

Use of Tapes:

- xii) No payments shall be made for Use of Tape in respect of Combined Use Fee sessions except where music is recorded for subsequent play-in/miming as featured music in front of a studio audience in which case use of tape fees will be payable in accordance with Clause 14.

8 MULTIPLE USE SESSION

- i) Musicians may be engaged for a Signature Tune and Incidental Music Session of not less than three hours for the purpose of recording music intended for any of the following uses within a programme or series of programmes:
- signature tune
 - programme item identification music
 - opening and closing music
 - incidental music for use in more than one programme in a series
 - stings i.e. music used to denote a particular element within a programme

- ii) This clause may not be used for incidental music on major ITV1 peak-time drama programmes.
- iii) Music may be performed live or recorded, in sound and vision or vision or sound only. Such sessions shall attract fees per hour per musician of:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
For ITV regional programmes or programmes for ITV non-terrestrial channels	£71	£73	£74	£75
For all other ITV programmes	£80	£82	£83	£84
Where no incidental music is recorded	£70	£72	£73	£74

- iv) For ITV1 programmes multiple-use sessions, where no incidental music is recorded, may only be used to record signature tunes/opening and closing music to various lengths and end of/beginning of parts music.
- v) A Multiple Use Session may be extended to provide additional recording time on payment to each musician of an additional fee for each additional fifteen minutes or part thereof by which the session is extended for this purpose, at the following rates:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
Where no incidental music is recorded	£17	£18	£18	£18
All other Multiple Use Sessions	£20	£20	£21	£21

- vi) A maximum of 30 minutes transmittable material may be recorded per three-hour session.
- vii) The above payments shall entitle an ITV Company to the right to dub the music into programmes in the UK for a period of one year from the date of the first UK transmission or for use in thirteen episodes of a programme/series, the right to make Primary Uses of such programmes in accordance with clause 15, and unlimited secondary use of the music in the same programme/series strand in all media in perpetuity throughout the world.
- viii) An ITV Company shall have the right to extend the period in which it may dub the music into programmes in the UK beyond the initial one-year period on payment of fees to each musician of 30% of the appropriate session fee for each year of extension e.g. A two-year extension would cost $2 \times 30\% = 60\%$ of the appropriate session fee.

9 OVERDUBBING

Where a musician in any session is required to overdub his or her own performance by adding a line or lines of sound to his first line of sound then he or she shall be paid for each such overdub at 125 per cent of the appropriate session fee.

10 SELF-CONTAINED GROUPS

- i) Self-Contained Groups are defined as those groups (other than classical music orchestras) who are formed prior to an engagement and have a continuing existence and consistent membership.
- ii) Musicians forming part of a Self-Contained Group may be engaged at the following basic fees per musician inclusive of doubling and portage:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£223	£230	£233	£236

- iii) The engagement shall consist of:

- a. A session of up to three hours on a day previous to the nominated performance day during which music may be recorded continuously or discontinuously, with no limitation on any individual member of the group overdubbing his own performance. The session may be extended on payment to each musician, for each fifteen minutes or part thereof, of:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£8	£9	£9	£9

- b. A further session on a nominated performance day consisting of four hours work spread over a 12-hour period which may be either transmitted or recorded continuously or discontinuously in or out of vision. During such session any tapes made at the previous day's sound session may be used without attracting any additional payment. Additional time in excess of the four hours of work shall be paid for at the following rates per musician for each fifteen minutes or part thereof:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
Additional performance time	£11	£11	£12	£12
Additional rehearsal time	£6	£6	£6	£6

11 SHORT ITEMS FOR INCLUSION IN SPECIAL PROGRAMMES AND LISTINGS PROGRAMMES

- i) Musicians may be engaged on the basis set out below for a session, in or out of the studio, to rehearse and record discontinuously, in sound or in sound and vision, items from productions rehearsed and produced by other organisations, for inclusion in magazine, news, documentary, educational, religious, critical programmes etc.

The following rates will apply for sessions not exceeding one hour for items up to 5 minutes in the aggregate and sessions not exceeding two hours for items up to 10 minutes in the aggregate. This provision shall only apply to sessions paid for by a third party:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
Sessions not exceeding 1 hr	£76	£78	£79	£80
Sessions not exceeding 2 hrs	£93	£96	£98	£99

- ii) The above payments entitle the broadcaster to make one transmission of the items in the UK. A further payment of 60% of the relevant sum above shall entitle the broadcaster to unlimited use of the item as incorporated into the programme in all media in perpetuity throughout the world.
- iii) An ITV Company may include extracts from live performances in programmes that contain `listings' information provided that:
 - a. The total recording time of the programme shall not exceed 1 hour
 - b. The extract shall not exceed two and a half minutes transmission time
 - c. The applicable fee, from the following table, is paid to each musician in respect of the original transmission, and a further fee, equal to the original transmission fee, is paid to each musician if the programme is repeated:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£27	£27	£28	£28

If the recording time exceeds one hour or the transmission time exceeds two and a half minutes, the provisions relating to Short Items shall apply.

12 WORK ON DECLARED HOLIDAYS AND UNSOCIAL HOURS

- i) Declared Holidays are days declared as Public Holidays by the UK Government in the part of the UK in which the work takes place.
- ii) Unsocial hours shall be defined as work called before 0800 or after midnight.
- iii) Fees payable to a Musician required to work on a Declared Holiday or during Unsocial Hours shall be subject to an additional fee of 100%. If Unsocial Hours worked fall within a Declared Holiday only one additional fee will apply.

13 BREAKS

Musicians should receive an average of 5 minutes break per hour of any session, to fit in with the requirements of the session.

14 USE OF SOUND TAPES

An ITV Company may make unrestricted use of sound tapes for any purpose in the preparation and production of a programme for up to one hour without further payment to any musician. For any use of tapes beyond one hour, an ITV company may make an Unrestricted Tape Use payment to each musician concerned. Alternatively, an ITV company may make a further three hours of tape use on payment of a 3-Hour Tape Use payment to each musician concerned:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
Unrestricted Tape Use	£106	£109	£111	£113
3-Hour Tape Use	£42	£44	£44	£45

15 PRIMARY USES OF MUSIC RECORDINGS/PERFORMANCES

- i) Payment of the session fees due to each musician under Clauses 4, 6, 8 and 10 shall entitle an ITV Company to make the following Primary Uses of the programme:

Use	Time Band (if restricted)	Number of transmissions or days as applicable
ITV1 Off-Peak - Sunday to Friday	0925 to 1900 & 2230 to 0925	1 transmission
ITV1 Off-Peak -Saturday	0925 to 1700 & 2300 to 0925	1 transmission
ITV Regional (up to 25% of NTH)		1 transmission
ITV Non-Terrestrial channels		6 Transmission periods
Simulcast of ITV Channels on Mobile, Broadband (streaming only) and + 1 Channels		Permitted with each transmission made
30-day Catch-Up service on Broadband (On Demand streaming)		Within 30 days of transmission of final programme in series
Programme Previews and Preview Clips on Broadband		For up to 30 days prior to transmission
Catch-up Clips on Broadband, Mobile On-Demand, Preview and Catch-up Clips on Mobile, plus all Clips on Red-Button		Covered for 30 days from each transmission
Archive Clips on Mobile or Broadband		Covered by Clause 22 (Extracts)
Content acquired from Third Parties or User Generated Content for Broadband		Supplied to ITV as bought out

- ii) All fees include an uplift covering New Media rights. New Media shall incorporate the definitions outlined in Schedule 2.
- iii) Payment of a Primary Use Fee Supplement (A) to each musician, in addition to the fees for CRRP, Multiple Use Session and Recording Sessions and the Self-Contained Groups, shall entitle an ITV Company to transmit the programme on the channels/services and for the number of times as set out in the Primary Uses table (B):

(A) Primary Use Fee Supplement:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£56	£57	£58	£59

(B) Primary Uses:

Use	Time Band	Number of Transmissions
ITV1	At any time	1
ITV Regional (up to 25% of NTH)	At any time	2
ITV Non-Terrestrial channels	At any time	12 Transmission periods

- iv) Payment of the Primary Use Fee Supplement shall also entitle an ITV Company to:
- a) Premiere/tease the programme, extracts from the programme or other material associated with or derived from the programme on any media except terrestrial television for a period of up to 28 days prior to first (or principal) transmission;

- b) Simultaneously relay the transmission of the programme on all non-television platforms including by way of example the broadcaster's websites and mobile portals;
 - c) Make the programme available on an unrestricted basis for "catch up" viewing on any platform for up to 30 days after its first transmission;
 - d) For a series of programmes, the right in c) above may also be exercised by making the entire series available for the duration of the series and for a further period of up to 30 days after the transmission of the final episode of the series.
- v) A Non-Terrestrial Transmission Period is any consecutive period of 14 days on any one non-terrestrial channel in which up to four transmissions of a programme may take place.
- vi) In this Agreement ITV1 shall mean the channel branded as ITV1 in England and Wales, as Grampian TV and Scottish TV in Scotland, as Ulster TV in Northern Ireland, and as Channel TV in the Channel Islands.
- vii) Programmes may be transmitted over the areas for which payment has been made simultaneously or non-simultaneously. In the case of non-simultaneous transmission all transmissions shall be completed within a period of nine months from the date of the first transmission.

16 SECONDARY USES OF MUSIC RECORDINGS/PERFORMANCES

- i) The provisions of this clause do not apply in the case of Multiple Use Sessions or where the Combined Use Fee has been paid.
- ii) Once the Primary Uses set out above have been used up, further transmissions of programmes made under the terms of this Agreement may be made upon payment to the musicians of the amounts set out below.

Repeats on ITV1 and Regional ITV:

- iii) For Repeats of programmes, made under this 2019 ITV / MU Agreement, on ITV1 and Regional ITV that take place within five years of the first UK transmission, payment is based on the total fees paid to the musician for the programme excluding travel and subsistence, rehearsal session fees and portorage:

Use	Time Band (if restricted)	Repeat Fee as a % of Total Fees Paid
ITV1 Peak Time - Sunday to Friday	1900 to 2230	70
ITV1 Off-Peak - Sunday to Friday	0925 to 1900 and 2230 to 0000	30
ITV1 Peak Time - Saturday	1700 to 2300	70
ITV1 Off-Peak -Saturday	0925 to 1700 and 2300 to 0000	30
ITV1 Network Night Time	0000 to 0925	15
ITV Regional repeat of ITV1 Network programme		10
CITV	In designated CITV slots	25
ITV1 Off-Peak "catch-up" repeat	Within 7 days of the original transmission in a slot of 0925 to 1900 or 2230 to 2400	No charge
ITV Digital Channels "catch up" repeat of ITV1 network	Within 7 days of the programme original transmission	No charge

- iv) An ITV1 Peak Time repeat may only take place if the musicians involved have received the Primary Use Fee Supplement.
- v) For repeats which take place more than five years after the first UK transmission the payment due above will be based on the total fees paid to the musician for the programme excluding travel and subsistence rehearsal session fees and portorage and will be increased by an amount equivalent to the percentage increase in the original session fee operative at the date of the initial transmission and that operative at the date of the repeat.
- vi) For repeats of programmes originally made under the terms of the 1993 ITV MU Agreement the payment due above will be based on the total fees originally paid to the musician for the programme excluding travel and subsistence rehearsal session fees and portorage uplifted by the same percentage as the new figure as set out in the table below. This uplifted figure will be increased by an amount equivalent to the percentage increase in the original session fee operative at the date of the initial transmission and that operative at the date of the repeat.

Session Type	Original Fee	Fee Applicable From:			
		Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
4 out of 5	£96.00	£149	£153	£155	£158
4 out of 5 with partial network supplement	£138.20	£184	£189	£192	£195
4 out of 5 with full network supplement	£160.00	£202	£208	£211	£214
3 hour discontinuous sound recording session	£96.00	£121	£125	£126	£128
3 hour discontinuous sound recording session with partial network supplement	£138.20	£164	£169	£172	£175
3 hour discontinuous sound recording session with full network supplement	£160.00	£187	£192	£195	£198
3 hour discontinuous sound and vision recording session	£160.00	£187	£192	£195	£198
3 hour discontinuous sound and vision recording session with partial network supplement	£202.20	£236	£243	£247	£250
3 hour discontinuous sound and vision recording session with full network supplement	£224.00	£261	£269	£273	£277
Signature tune and ident session	£166.25	£207	£213	£216	£220
Signature tune and ident session - full network	£238.50	£292	£301	£305	£310
Self-contained groups	£189.15	£212	£219	£222	£225

- vii) Where the '2 year' Signature Tune licence has lapsed then the following payments per musician can be made to extend the period of use by 5 years for world all media sales excluding the UK Terrestrial television:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£89	£92	£93	£94

viii) The renewal arrangements agreed for the UK Secondary Market remain in place as follows:

EITHER

a) A payment, as follows, per musician to extend the period of use by 10 years:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£78	£81	£82	£83

OR

b) In the case of signature tunes incorporated into 53 or more programme episodes, a payment, as follows, per musician can be made to extend the period of use by 2 years:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£52	£54	£55	£55

OR

c) In the case of signature tunes incorporated in up to 52 programme episodes, a payment, as follows, per musician can be made to extend the period of use by 2 years:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£26	£27	£27	£28

ix) Where further use takes place, by way of a sale to New Media platforms, of a programme which was created prior to the 2006 Agreement and for which the 1993 all media buy-out has expired, the 4% Royalty will apply pro rata to all incidental musicians. Where the Signature Tune Licence has expired, signature tune musicians will receive a 1% payment to be divided between the signature tune musicians in proportion to their total session fees.

In respect of programmes where the signature tune requires renewal but the aggregate original earnings of Musicians' Union members exceed the aggregate original earnings of Equity members (and where a royalty of 21% of gross receipts would normally be divided between the performers in proportion to their Original Earnings) then signature tune musicians will receive a separate 1% payment to be divided between the signature tune musicians in proportion to their total session fees.

x) An ITV Company may use or permit the use of a recording of the musician's performance in the production in all or any media in the UK (excluding theatric performances or broadcasts on ITV1 and Regional ITV) and throughout the world on payment of a royalty of 4% of gross receipts from programme sales divided between the musicians in proportion to their original session fees.

xi) In respect of programmes where the aggregate original earnings of Musicians' Union members exceed the aggregate original earnings of Equity members, a royalty of 21% of gross receipts will be divided between the performers in proportion to their Original Earnings.

- xii) Original Earnings will include payments made under the MU and Equity Agreements with the ITV Companies, but will exclude repeat payments and payments intended to reimburse actual expenditure incurred by an individual, including subsistence, travel and portorage payments.
- xiii) In respect of programmes involving only members of the Musicians' Union and where the programme consists of at least 40% of featured music a royalty of 17% of gross receipts will be divided between musicians in proportion to their original session fees.
- xiv) No royalty will be payable in respect of Non-Theatric and Closed Circuit Television use or the transmission of the programme over the transmitters of the British Forces Television Service.
- xv) `Non-Theatric' use shall be defined as the right of exhibition of material to audiences not making any specific payment to see or hear the material in question and coming within the following categories of audience:
 - a) In educational institutions (e.g., universities, colleges, schools, evening institutes).
 - b) Educational classes and gatherings held by companies and other bodies not being educational institutions.
 - c) In clubs or other organisations of an educational, cultural, religious, charity, social nature (e.g., drama study groups, film societies, churches, professional associations, women's institutes, the British Council and any other Government agencies). Prints or tapes may be supplied either direct to users or through recognised film societies or film libraries.

“Closed Circuit Television” shall be defined as a system in which programmes are relayed to an audience who are confined to a limited area, for example, visitors to hotels, personnel on construction sites including oil rigs and passengers on ships, aircraft, buses or trains.

17 PAYMENTS

- i) Payments shall be made to the musicians where the musicians are directly engaged by the Company or to the approved contractor where the engagements are through an approved contractor within 21 days of the engagement.
- ii) Royalty payments may be aggregated and made at six-monthly intervals. Royalty payments of less than £25 in any accounting period may be held over to the following period.

18 MUSICAL ASSOCIATES AND MUSIC DIRECTORS

This Agreement does not cover Music Associates and Musical Directors who shall be engaged on terms negotiated between the individual concerned (or their agent/fixer) and the ITV Company.

19 RELAYS

- i) ITV1 programmes shall be entitled, on payment of a fee, as follows, to each musician, plus the Primary Use Fee Supplement where applicable, to transmit as a simultaneous relay on television and/or radio a programme consisting of a performance normally given to the public and therefore pre-rehearsed before an invited audience or a public performance which would be given even if it were not to be televised:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£140	£145	£147	£149

- ii) Musicians may be engaged for a Session of not less than three hours. A Session may be extended to provide additional recording time on payment to each musician of an additional fee, as follows, for each additional fifteen minutes or part thereof by which the session is extended:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£12	£12	£12	£12

- iii) Fee per musician for broadcast on the ITV Digital Channels shall be at a rate of 75% of the above fees and will enable 10 minutes of music to be used within the programme which has been created within a one-hour Session.

20 DOUBLING FEES

- i) Where a musician is required to play more than one instrument doubling fees, as follows, shall be paid for each additional instrument played. There shall be no restriction on the number of instruments that a musician may be required to play at a session:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
For a session of up to 3 hours	£16	£16	£17	£17
For each additional hour (or part thereof)	£5	£5	£6	£6

- ii) For the purposes of determining entitlement to doubling fees, each of the following groups shall be regarded as one instrument:

- Tuned mallet instruments, (vibraphone, xylophone, marimba, glockenspiel)
- Latin american rhythm instruments,
- Drums, (bass drum, snare drum, tom-toms, cymbals, and the usual small accessories)
- Timpani (up to four)
- Acoustic keyboard instruments
- Electric keyboard instruments

21 INSTRUMENTS & EQUIPMENT, INCLUDING PORTERAGE

A musician shall provide those instruments that he is engaged to play other than piano, celeste and organ. For the transporting of heavy instruments to and from the studios or place of rehearsal or recording, a musician shall receive a portorage payment as below:

Instrument Group	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
chimes, drums, marimba, vibraphone, xylophone	£23	£24	£24	£25
electric accordion, electric guitar, bass saxophone, tuba, double bass, cello	£16	£16	£17	£17
(Limit, two or more instruments)	£32	£32	£34	£34
contra bassoon, glockenspiel, baritone saxophone, trombone plus one other brass instrument or mutes, french horn plus one other brass instrument, two saxophones, saxophone plus bass clarinet	£11	£11	£11	£11
harp, timpani, organ, electric piano	To be negotiated individually			

22 EXTRACTS AND COMPILATIONS

- i) An ITV Company may use and permit others to use extracts that incorporate Musicians' performances from any source (excluding advertisements) in new programmes in sound only or sound and vision made under the terms of this Agreement. These provisions shall also apply to the use in another programme of an extract originally recorded for but not used in a programme. Each extract must not exceed 2 minutes in duration and the total duration of extracts used in the programme must not exceed 6 minutes per 30 minute programme slot (e.g. for a 60 minute programme 12 minutes of extracts). See also High Content use/Compilation programmes below.

Payment:

- ii) Payment for use of extracts will be as follows to be paid to the Musicians' Union:

Religious and Educational Programmes
£90.66 per extract

Regional Programmes
£49.16 per extract

Any other programmes
 Where the extract is background/incidental to the action, £135.99 per extract
 Where the extract is featured and the focus of the action, £181.32 per extract

- iii) When making payments to the Musicians' Union the Producer should identify the type of extract used. All fees are subject to VAT.

High Content Use:

- iv) In cases where the use of extracts exceeds 6 minutes per 30-minute programme slot length and the programme is not a compilation programme (see below) then the provisions above will apply subject to the following amendments:
- v) A maximum of 1 extract in 5 may have a duration of up to 5 minutes - all other extracts shall not exceed 2 minutes each in duration and the payment per extract shall be £453.30 for each extract irrespective of length.

Uses:

- vi) On payment of the extract fees above the ITV Company shall be entitled to incorporate the extract(s) into the programme and to use the programme throughout the world in all media in perpetuity.

To secure a buyout of a regional extract a payment uplift to the equivalent of the standard Extract Payment must be made.

Compilations:

- vii) An ITV Company wishing to use extracts in a compilation programme i.e. a programme substantially made up of extracts celebrating the work of an Artist or Musician or an established group of Artists or Musicians or a known production series shall make the following payments to each Musician:

- viii) 15% of the Musician's original session fees (BBC, ITV or PACT) updated to current rates for each of the programmes from which extracts incorporating the Musician's performance are used.

- ix) The fee(s) shall acquire the rights as detailed in clause 15, and further use fees shall be in accordance with the Secondary Uses provisions. Where however the Musician was originally engaged under the Combined Use Fee and the 15% is calculated on that fee then the rights shall be as detailed in the Combined Use Fee clause.

23 TRAILERS

Music recorded under the provisions of this Agreement may be used for the purpose of promotion trailers (whether the promotion spot is paid for or not) without additional payment, provided that no trailer exceeds three minutes in duration.

24 TRANSPORT, SUBSISTENCE AND NIGHT WORK

- i) If a musician is required to attend for rehearsal or recording at a venue that is more than 7 miles from the ITV Company's main studio base (10 miles in respect of Granada London) and if it is not a permanent studio in which performance for live transmissions are normally given, the ITV Company shall reimburse the musician for the cost of travel by ordinary public transport between the venue and the ITV Company's main studio base.
- ii) If a musician is called at a time, or detained until a time, when public transport is not available the ITV Company shall transport the musician at the ITV Company's expense to or from the television studio or place of rehearsal or any location where the musician is required to work and to or from the musician's place of residence. If the ITV Company is unable to provide such transport, the Company shall provide the musician free of charge with reasonable living accommodation and meals at or near the television studio, place of rehearsal or location.

- iii) Where a musician is engaged to work a town other than the town in which he normally works, the ITV Company shall provide or pay for reasonable transport and subsistence where necessary.

If a musician is called before 8.00 a.m. or detained after midnight, the ITV Company shall make an additional payment to the musician, as follows:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£27	£27	£28	£28

25 FORCE MAJEURE

- i) In this Agreement, force majeure will mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented.
- ii) If the preparation and/or the production of any programme is prevented by reason of any force majeure event, then the ITV Company may either cancel the engagement upon payment to the musician of all monies accrued due up to the time of such cancellation or make such other arrangements with the musician by way of postponement and the like as may be practicable so that the engagement may be fulfilled.

26 STANDARD CONDITIONS OF ENGAGEMENT

The musician shall:

- i) carry out all reasonable instructions given to him/her by an authorised representative of the ITV Company;
- ii) abide by all the rules and regulations which may from time to time be made and published by the ITV Company for the regulation and conduct of rehearsals and performances provided that such rules or regulations are not contrary to the terms of this Agreement;
- iii) be ready to rehearse or perform at the time or times notified to him/her by the ITV Company;
- iv) immediately notify the Company if he/she is unable to rehearse or perform through illness or physical incapacity;
- v) not, except in the case of illness or physical incapacity, send a deputy to perform in his/her place either for rehearsal or performance without informing the ITV Company at the earliest opportunity;
- vi) not at any time use the name of the ITV Company nor any trade mark nor initials for any purpose other than as authorised in this Agreement;
- vii) grant to the ITV Company all consents required under the Copyright Designs and Patents Act 1988 or any modification or re-enactment thereof to enable the ITV Company to make the fullest use of the musician's services and the products thereof in perpetuity. The musician assigns to the ITV Company, with full title guarantee free from all third-party rights, all present and future copyright and performer's property rights in and to the

performances and services of the musician and the products thereof throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity;

- viii) confirm that the musician is and shall throughout the term of his/her engagement remain a "qualifying person" within the meaning of the Copyright, Designs and Patents Act 1988;
- ix) not give or grant without the ITV Company's written consent any Press, Radio, Television or other like forms of interview;
- x) not order goods or incur any liabilities on behalf of the ITV Company or pledge the ITV Company's credit or hold himself/herself out as being entitled to do so;

27 RENTAL AND LENDING RIGHTS AND MORAL RIGHTS

- i) The sums payable to the musician pursuant to this Agreement include consideration for the assignment and exercise by the ITV Company, its licensees, assignees and successors in title of the rental rights in and to the products of the musician's services and that, without prejudice to the musician's rights at law, such payment constitutes an equitable consideration for the grant and/or exercise of all such rights. Nothing in this Agreement shall prevent the musician from being entitled to receive income in respect of the exercise of rental and lending rights under collective agreements negotiated by recognised collecting societies under the laws of any jurisdiction but nothing in this Agreement shall constitute an admission or acknowledgement that the ITV Company or any of its licensees, assignees or successors is obliged to make any payment to any such society under the laws of any jurisdiction.
- ii) Musicians will be expected to provide a waiver of moral rights in their conditions of engagement. Notwithstanding this, where a musician has made a significant individual creative contribution to a programme the ITV Company will use best endeavours to provide a screen credit to the musician in accordance with the ITV Credit Rules in force at the time.

28 UNION FACILITIES

Each ITV Company shall offer all reasonable facilities for accredited full-time officials of the Union to visit members of the Union in the studios or places of rehearsal. In the interests of safety and security wherever practicable the accredited officials shall notify the ITV Company of their intention to visit the studios or places of rehearsal.

29 PROCEDURE FOR AVOIDING AND DEALING WITH DISPUTES

- i) If there shall be any difference or dispute concerning any member of the Union as to his/her terms and conditions of employment as defined in this Agreement, the following procedure shall apply:
 - a) A local conference meeting shall be held between an accredited representative of the ITV Company and an accredited representative of the Union.

- b) If the local conference fails to resolve the dispute, either party may refer the matter to an ad hoc Joint Committee composed of two representatives of the Union and two representatives of the ITV Companies.
 - c) If the difference or dispute is still not resolved, following the meeting called in accordance with above, the matter shall be referred by the Union or the ITV Company to a Joint Conciliation Committee established in accordance with below.
- ii) During the operation of the above procedure, work shall continue without interruption.
 - iii) If there shall be any difference or dispute between the ITV Companies or an ITV Company and the Union as to the application of this Agreement the following procedure shall apply:
 - a) A meeting shall be held between representatives of the ITV Company concerned and the Union.
 - b) If the matter in dispute is not resolved as a result of the meeting called in accordance with above, the matter shall be referred by the Union or the ITV Company to a Joint Conciliation Committee established in accordance with below.
 - c) The Union undertakes that it will take no action to impede or endanger the programmes or programme plans of the ITV Company until a meeting of the Joint Conciliation Committee shall have been held in accordance with above, with a view to discussion and settlement of the matter at issue.
 - iv) There shall be established a Joint Conciliation Committee which shall have the object (inter alia) of resolving differences or disputes arising out of the operation of this Agreement.
 - v) The Joint Conciliation Committee shall consist of two representatives from the ITV Companies, party to this Agreement and an equal number of representatives from the Union. The ITV Companies shall provide a Secretary to the Committee
 - vi) On receiving written advice from either the Union or an ITV Company of a dispute for the consideration of the Joint Conciliation Committee, the Secretary shall call a meeting of the Committee which shall be held as soon as is practicable and in any case within 72 hours of receipt of such advice.
 - vii) If a dispute is not resolved following the meeting of the Joint Conciliation Committee as above the dispute may be referred by mutual agreement between the ITV Companies' and the Union to ACAS for conciliation.
 - viii) Arbitration may be mutually agreed as the final stage. The terms of reference will also be mutually-agreed and the decision of the arbitrator will be binding on both parties

30 USE OF COMMERCIAL AUDIO RECORDINGS AS SIGNATURE TUNES

When a commercial audio recording is used as a Signature Tune or as Opening and Closing Music for three or more episodes any musicians whose performances are incorporated in the recording shall be re-contracted for the Signature Tune use in accordance with the Multiple Use Session clause, as if it were a new recording. When the use is for less than three episodes the provisions relating to Dubbing Commercial Audio Recordings shall apply.

31 ARRANGING AND COPYING

Arranging and Copying may be contracted by agreement between the parties in accordance with the Musicians' Union General Rates.

32 DUBBING COMMERCIAL AUDIO RECORDINGS INTO PROGRAMMES

- i) ITV Companies shall be permitted to dub commercial audio recordings into television programmes for all purposes and all sales or licences of those programmes throughout the World in all media.
- ii) The Musicians' Union confirms to the ITV Companies that it is able to act on behalf of those of its members who have performed recording engagements under the conditions negotiated between the Musicians' Union and the BPI and to give consent on their behalf to the dubbing of commercial audio recordings into television programmes and for their subsequent use and that, so far as may be necessary, this Agreement constitutes written permission on behalf of such members of the Musicians' Union for the purposes of the Copyright, Designs and Patents Act 1988.
- iii) The ITV Companies will not use commercial audio recordings:
 - a) to provide featured music in substitution for the normal music part of a programme where according to established practice musicians might reasonably expect to be engaged.
 - b) to accompany any choreographed dance e.g. as an accompaniment to a ballet
- iv) In consideration of the rights granted to the ITV Companies under this clause the ITV Companies shall pay to the Musicians' Union a sum, as follows per year on each 1st July during the term of this Agreement:

2019	2020	2021
£175,700	£177,300	£180,000

33 BACKING TRACKS

A. Where the record company has effected clearance (including where the recording was made pursuant to the new BPI/MU Agreement which came into effect on 1st June 2011, and where a “buyout” fee has been paid by the record company pursuant to any prior BPI/MU Agreement):-

- i) the producer shall obtain written confirmation from the record company and,
- ii) the producer will notify the Musicians’ Union as soon as possible of such Backing Track usage

B. Where the record company has not effected clearance then:

- i) the producer should ask the record company to provide the details of all musicians whose performances are included on the backing track recording and inform the Musicians’ Union of each backing track
- ii) Fees will be payable to musicians at relevant ITV/MU Rates according to Clause 6 – Recording Session.
- iii) No performer shall mime to a performance of another except where substitution consent has been given in writing.

Whilst every effort will be made to notify the Musicians’ Union of the use of a backing track in advance of the transmission of a programme, where this is not possible the Musicians’ Union will be informed as soon as practicable and no inadvertent failure of ITV to comply with this provision shall constitute a breach of this Agreement by ITV.

34 MIMING

- i) This clause applies to non-entertainment programmes. A Musician may be engaged for miming for a minimum call of four hours and up to a maximum call of eight hours exclusive of an unpaid meal break of one hour. A minimum Fee per hour, as follows, shall be paid to the Musician:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£21	£22	£22	£23

- ii) A Musician may be required to mime to his/her own Performance, or to another Musician’s performance pre-recorded, subject to the original Musician’s written permission being given to the ITV Company or the Union.
- iii) Where miming is to a commercial audio recording the terms of Clause 33 shall apply to the music.
- iv) A miming session may be extended to provide additional miming time on payment to each musician of an additional fee, as follows, for each additional fifteen minutes or part thereof by which the session is extended for this purpose:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£5	£5	£6	£6

- v) In consideration of the Miming Fee, the ITV Company shall be entitled to incorporate the Musician's visual performance into the programme. This miming fee constitutes a total buy-out in respect of the visual performance.

35 WALK-ONS – Promotions

After prior consultation with the musician, and in circumstances where an Artist and/or Group appear in a promotional capacity and the musician is being paid a fee by a third party, a Musician may be engaged for a maximum call of two hours for a fee, as follows:

Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
£84	£86	£87	£89

A 'Walk-On – Promotions' session may be bought-out for world all media in perpetuity upon a further payment of 70% to be paid at the time of the session. Audio Rights are excluded from the rights granted.

36 COSTUME FITTINGS AND MAKE UP

A Musician may be called for costume fittings or make-up immediately prior to a Recording Session or as a separate call, subject to the per hour fees below. This payment shall not be included for the purposes of calculating Secondary Use Fees under Clause 16:

	Jan-Jun 2019	July-Dec 2019	Jan-Dec 2020	Jan-Dec 2021
Call immediately prior to a Recording Session (per hour)	£19	£19	£19	£20
Separate call (per hour, subject to a minimum 2 hr call time)	£37	£38	£39	£39

37 QUIT CLAUSE – COLLECTION SOCIETIES

Nothing in this Agreement shall prevent the Musician from receiving any additional monies to which the Musician may become entitled to from any bona fide collection society or otherwise provided always that it is hereby acknowledged that the Company and its successors in title and assigns shall not be obliged to make any such payments or to collect the same on the Musicians' behalf.

SCHEDULE ONE

Anglia
Border
Carlton
Central
Channel
Grampian
Granada
HTV
LWT
Meridian
Scottish
Tyne-Tees
Ulster
West Country
Yorkshire

CITV
The Zone
ITV2
ITV3
ITV4

Any other successor or assign of the above

Any other channel wholly owned by the ITV Companies

SCHEDULE TWO

New Media Definitions:-

- a) "New Media" means all services offered by or on behalf of ITV to consumers and transmitted via one or more New Distribution Platforms to one or more Reception Devices and including, but not limited to video-on-demand services, all forms of interactivity, download and catch-up services;
- b) "New Distribution Platforms" means the Broadband Platforms, the IPTV Platforms and the Mobile Platforms;
- c) "Broadband Platforms" means any form of high-speed wired or wireless technology whether now known or hereafter invented that enables data transmission over networks to a user's premises including all forms of digital subscriber line networks (including but not limited to DSL and ADSL), cable, fibre optic networks and WiMAX and which shall include subsequent re-transmission within a user's premises via, for example, the user's LAN and Wi-fi networks;
- d) "IPTV Platforms" means any form of access-controlled technology that makes available via Broadband audio-visual content to users of that service;
- e) "Mobile Platform" means all mobile telephone networks over which voice and data content can be transmitted for reception on any mobile receiving device which is also capable of allowing the user to make and receive telephone calls including, but not limited to 2.5G, 3G, DAB and DVB-H mobile networks;
- f) "Reception Devices" all devices that are capable of receiving and decoding transmissions from one or more of the New Distribution Platforms including, but not limited to, personal computers, digital television receivers, digital radio receivers, set top boxes, mobile phones and other mobile devices.