

BBC Academy Trainer Special Terms

Note: the Welsh translation of these terms can be found below.

The special terms set out below apply to Trainers engaged by the **BBC Academy only** (either as an individuals or via Personal Service Company arrangements), and are supplementary to the terms and conditions to which you have previously agreed.

In the event of any conflict between the overarching terms and conditions and these special terms, the special terms shall prevail.

1 Definitions

The following definitions apply:

1.1 **“Contract-Specific IP”** means Intellectual Property Rights (IPR’s) in the training and associated materials developed by You in relation to Your services.

2.1 **“Pre-existing IP”** means IPR owned by the BBC or by the You or Your Service Company at the time of the acceptance of the contract for the services.

2.3 **“Third Party IP”** means IPRs owned by a party other than the BBC or You or Your Service Company.

2 Intellectual Property Rights

2.1 The following shall supplement the Intellectual Property Clause stated in the overarching terms and conditions to which You have previously agreed:

- a. You hereby assign to the BBC absolutely all Contract-Specific IP with full guarantee (and waive all moral rights irrevocably to the extent permitted by law) and warrant that its relevant officers, employees and/or agents and any sub-contractor engaged by the You hereof have assigned (or will assign) (and waive all moral rights irrevocably to the extent permitted by law) to the BBC absolutely. The BBC hereby agrees to grant a licence to You in respect of Contract-Specific IP on such terms as may be agreed by the parties.
- b. Ownership of the BBC’s IPR whether from Pre-existing IP, or otherwise shall not without the BBC’s prior written consent and upon such terms as agreed by the BBC pass expressly or

by implication to the You and You shall not use or exploit such IPR without the BBC's prior written consent and on such terms as may be agreed by the parties.

- c. Ownership of Your Pre-existing IP shall not pass expressly or by implication to the BBC. You hereby provide a non-exclusive royalty free irrevocable licence to the BBC to use its Pre-existing IP for material used in the services and solely in respect of the services.
- d. Where the You use Third Party IP in the provision of the services You shall procure that the BBC and You (in so far as is necessary for the purposes of the services) have a non-exclusive licence to use such Third Party IP.
- e. Where all the training and materials used by You in the provision of services have been developed solely by the BBC, You shall not be responsible for holding any consents, permissions and/or clearances in relation to any IPR contained in such material. The Indemnity clause in the overarching terms shall be amended to read: *"any claims from third parties made as a result of acts or omissions (including relating to infringement of any IPR supplied by You or any individual, agent or subcontractor engaged by You in connection with the Booking)"*.
- f. You shall hold, and where necessary shall procure that any sub-contractors hold, any necessary consents, permissions and/or clearances in Third Party IP necessary to enable You to carry out the services under this Booking.

3 Cancellation Terms

3.1 Without prejudice to the termination clause in the terms and conditions, in the event that the BBC cancels the Booking, or any part of it, the following terms shall apply:

3.2 In the event that the BBC cancels the Booking, or any part of it, the parties will use all reasonable endeavours to re-arrange it and if the Booking is re-arranged no cancellation

charge shall be payable. If the parties are unable to re-arrange the Booking, the following shall apply.

The BBC gives You notice of cancellation:

- a) 15 days or more before the start of the Booking, the BBC shall not be liable for any cancellation charge.
- b) 8 to 14 days before the start of the Booking, the BBC shall pay You 40% of the fee for the cancelled Booking, or such proportion thereof that the BBC reasonably considers appropriate.
- c) Up to and including 7 days before the start of the or the start of the Booking, the BBC shall pay You 75% of the fee for the cancelled Booking, or such proportion thereof that the BBC reasonably considers to be payable.

3.3 Without prejudice to the paragraphs above, in the event of cancellation You must use Your best endeavours to avoid or recoup any expenses that might otherwise be payable. If You are unable to do so the BBC will reimburse such expenses in accordance with the BBC Policy.

4 Attendance List

4.1 You shall ensure that all delegates attending their courses will sign and complete the attendee list provided for each day of the course, including but not limited to the section requesting feedback on the course, by the BBC (the “**Attendee Lists**”). You must return all the completed Attendee Lists to the BBC (c/o Academy co-ordination team) by 17.00 on the third day after the date on which the course ends. The Attendee Lists may be scanned or emailed to the BBC Academy and for the avoidance of doubt, the Attendee Lists must include all names from the delegates attending the course(s).

4.2 Failure by the You to return the Attendee List to the BBC in accordance with this clause constitutes a breach of contract and may result in the fee being withheld or removal from the list of approved contractors.