

RIGHTS REQUIREMENTS

For questions regarding this section, contact PBS Business Affairs at (703) 739-5296

Agreements between PBS and producers/presenters may be made on a case-by-case basis because of individual needs and circumstances. Deal terms will vary dramatically depending on a number of circumstances; however, the following basic terms apply to all.

RELEASES/LICENSE TERM

A "release" is defined as unlimited plays during any consecutive seven (7) day period.

For each Program distributed by PBS, a Producer will grant to PBS a specific number of "releases" over a specific time period. The exact number of releases and the length of the license term may vary from program to program, but PBS typically requires six releases over a four year period beginning with the initial public television release.

PBS TELEVISION RIGHTS

Producer must grant to PBS the exclusive PBS Television Rights for the Program(s).

"PBS Television Rights" are defined as the right to duplicate the program(s), and to authorize others to do so, and to distribute the program(s) by any means for the following uses:

- 1) Broadcast by public television stations;
- 2) Cablecast on a noncommercial, sustaining basis on cable channels programmed by PBS or public television stations;
- 3) Transmission on home satellite and cable channels and services that are branded PBS or in which PBS owns an equity share;
- 4) Exhibition on a non-commercial, sustaining basis via commercial broadcast channels, cable services and satellite services in areas unserved by a public television station in the PBS License Area;
- 5) Free Streaming. The right to videostream the program(s) at no cost to the end user/viewer (free). In some instances, PBS may require that fee-based streaming rights be included in the grant of rights to PBS;
- 6) Free VOD. The right to include the program(s) in a video-on-demand (VOD) service at no cost to the end user/viewer (free). In some instances, PBS may require that fee-based VOD rights be included in the grant of rights to PBS; and
- 7) Multicast Rights. Unlimited releases of the program(s) on multicast channel(s) offered as secondary public television channel(s) by PBS or its member stations.

PBS's exclusivity shall apply to all other forms of television transmission, distribution and exhibition including, but not limited to, commercial and non-commercial broadcast, cablecast, satellite transmission, wireless, microwave, video-on-demand, video streaming, downloading, podcasting (including video podcasting), download-to-own, pay-per-view, and Internet protocol television ("IPTV") distribution, and shall apply to all versions and formats of the program(s) in any language, and to all display and transmission

standards, now known or hereinafter devised, including, but not limited to, standard television, high definition television, digital television, and advanced, enhanced, and interactive television.

Theatrical releases prior to and during the PBS License Term are permitted only with the prior written permission of PBS. In addition, PBS generally requires a period of exclusivity against any such distribution in Canada prior to and within a prescribed time period following the initial PBS release.

EDUCATION RIGHTS

Off-Air Record Rights

As a condition of PBS distribution, producers must grant to PBS the right to authorize off-air recording of the program(s) for educational purposes for up to one (1) year* following each release of the program in the Preschool through Grade-12 market. *One (1) year is the standard grant of these rights to PBS.

Digital Classroom Rights

The right to use the program(s) and elements thereof in connection with any free or fee-based, integrated, digital, audio-visual and/or multimedia curriculum service targeting preK-12 schools, districts, administrators, teachers and/or students, including, but not necessarily limited to, PBS's Digital Learning Library (DLL).

ONLINE RIGHTS

pbs.org, pbskids.org, pbskidsgo.org are the only URLs permitted to be shown, promoted or referenced anywhere on any program broadcast.

Producers must also grant to PBS, at a minimum, the non-exclusive right to promote the program(s) online throughout the broadcast and video license term and to use all program related promotional materials to that end (see Program Promotion Rights below). A significant portion of content on a pbs.org companion site must be exclusive. Additional online rights may be negotiated separately depending on the particular programs.

OTHER RIGHTS

PBS may also require institutional education (audio-visual), video-on-demand, IPTV, and/or home video and other rights (including, but not limited to, audio recording and soundtrack rights, electronic version, merchandising, mobile/wireless/handheld, downloading, and/or publishing rights) depending on the particular programs.

PROGRAM PROMOTION RIGHTS

Producers must grant to PBS the right to use and authorize others to use the program and series titles, the names, voices, likenesses and biographies of all persons or characters appearing on or performing services in connection with the programs, including the right to excerpt

portions of the program or program element (e.g., opens, animations, music, packaging elements, etc.) of no longer than three (3) minutes in aggregate length, for the purpose of advertising, promoting and publicizing the program or for institutional promotion in any medium (including online).

WARRANTIES AND INDEMNITIES

Producers must represent and warrant that all elements of the program(s) have been fully and properly cleared for all uses/rights being granted to PBS. Producers must agree to defend, indemnify and hold harmless PBS (and those authorized by PBS to use the programs) from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees and costs, that may result from any authorized use of the program(s) by PBS.

BROADCAST INSURANCE

Errors and Omissions Insurance

Producers must secure a policy of liability insurance (Errors and Omissions insurance) that is acceptable to PBS, which insures the producer against copyright infringement, defamation, invasion of privacy and unauthorized use of titles, ideas or characters unless otherwise prohibited by state or local laws. The insurance policy secured by the producer must meet the following criteria:

- The policy must name “PBS and its member stations” as additional insureds.
- The policy period must match the program rights period granted to PBS .
- The limit of liability should be \$1,000,000 for each occurrence and \$3,000,000 in the aggregate, with a deductible that is affordable to the producer.

The producer is required to submit proof of such insurance coverage by submitting to PBS an E&O insurance certificate that references the policy criteria listed above. A copy of the E&O certificate should be sent to prodmgmt@pbs.org prior to the initial airdate of the program.

ABOUT THE MUSIC CUE AND VISUAL ARTS CUE SHEETS

Cue sheets are to be completed in the RapidCue online portal. For more information, please contact copyrightadm@pbs.org.

In order to comply with the terms of its agreements with music rights organizations on behalf of public television and with Federal regulations, PBS maintains music cue sheets for all of its programs. Music cue sheets are due from the producer or presenter before the show's initial broadcast (or, for a live show, as soon after the initial broadcast as possible). In certain, limited circumstances, producers must also submit Visual Arts Cue Sheets to PBS.

For more information, please contact copyrightadm@pbs.org.