

## Background

e-Commissioning is an online system to handle content proposals from independent and in-house producers, to enable efficient responses and idea development. e-Commissioning covers ideas for network content on TV and all other video and associated platforms (e.g. websites, mobile, interactive TV).

Independent suppliers can continue to use the Future Media & Technology OCS (Online Commissioning System) for submitting technology and software ideas to FM&T commissioners.

## Registering

Independent production companies and BBC production units can register to submit proposals. Individuals/partnerships with previous production related experience (such as a writer, producer or director) can register by invitation from the BBC.

Approval of the registration is at the BBC's discretion.

## Using the System

Before submitting a proposal, please note that:

- The BBC is a signatory to the [Alliance for the Protection of Copyright Code](#), which sets out the behaviour of producers and broadcasters around the submission of ideas; please read it [here](#) [note the BBC is not responsible for the content of external websites].
- Proposals can only be formally considered when submitted in the system by you. This does not preclude your normal creative conversations with commissioning teams. Proposals submitted need an appropriate level of detail (as detailed in the Code of Practice) in order for us to give an idea due consideration.
- All ideas submitted receive proper consideration by the commissioning teams. We will only engage in dialogue on ideas which interest us. Therefore you should ensure your initial proposal pitch on the system is as good a statement of your programme idea as possible.

The system has a number of security safeguards to ensure that ideas are only considered by the relevant commissioning team, and selected senior management in BBC Vision. Independent ideas cannot be accessed by staff in in-house production units unless submitted directly to them by you.

## BBC e-Commissioning Terms

Please read the following terms (the "Terms") before submitting a content proposal (a "Proposal") through this e-Commissioning system (the "E-Commissioning System").

By submitting a Proposal you, the production company, or individual or partnership with production related experience, ("You") agree with the British Broadcasting Corporation ("the BBC") to the Terms and that they apply to the submission of Your Proposal.

You should nominate someone (the "Account Administrator") to maintain and update Your company information on the E-Commissioning System and to create, maintain and update the list of people authorised to submit and track Proposals on Your behalf (Your "Users").

The BBC has appointed an administrator of the E-Commissioning System ("the System Administrator") contactable at [ecomm.admin@bbc.co.uk](mailto:ecomm.admin@bbc.co.uk)

### 1. Your Ownership of the Proposal

You are (to the best of Your knowledge) the originator or owner of the Proposal and have the legal right to submit the Proposal to the BBC for consideration. Should the Proposal be taken forward by the BBC, the necessary warranties to this effect will need to be provided.

### 2. Similarity of Proposals

You acknowledge that the BBC receives a large number of ideas from different sources and may already be considering similar or identical ideas. You acknowledge that the BBC may be producing or may have already produced ideas similar to Your Proposal.

### 3. Offensive Material

The BBC reserves the right to delete any Proposals which are judged offensive, defamatory or libellous. The BBC also reserves the right to automatically reject a Proposal which is substantially incomplete or a duplicate.

### 4. Consideration of the Proposal

You accept that the BBC may discuss any proposals submitted with its employees in commissioning, marketing and channel/service management, in order to evaluate its suitability for the BBC.

Any Proposal submitted may be considered for any BBC public service (as defined under the BBC's Charter) and is not limited to those services identified on the original Proposal.

The BBC may transfer data from Your Proposal onto internal IT systems for further consideration in the development and commissioning process.

You also acknowledge that Your submission of the Proposal and the BBC's consideration of it does not create a confidential relationship between the You and the BBC.

### 5. The BBC's Intellectual Property Rights

By considering Proposals, the BBC shall not adversely affect any copyright, trademark or other intellectual property rights it may already have or which it may seek to assert in the future.

## 6. Sending Your Proposal to an appropriate commissioning team

If a Proposal is submitted which is not suitable for the receiving commissioning team they may, in rejecting it, suggest a more appropriate commissioning team to consider it. You will have the option to accept the suggestion for the re-direction of Your Proposal or not. This process will be recorded by the E-Commissioning System as a rejection of the Proposal by the original commissioner and, if You accept the suggestion for re-direction, as a new Proposal to the second commissioner.

## 7. Retention of Proposals & Physical Materials

If the BBC rejects Your Proposal then the BBC will maintain details of Your Proposal on our live system for 30 (thirty) days. After this point it will be archived and maintained in a dormant format for a period of 3 (three) years in order to meet the BBC's regulatory reporting requirements and in case of any complaint. Whilst archived in this form, full details of the Proposal may only be accessed by BBC senior management and cannot be re-activated in any form without written permission from You or re-submission by You as a new Proposal.

The BBC is not obliged to return physical materials (including but not limited to tapes, scripts and DVDs) submitted with Your Proposal and it is Your sole responsibility to keep duplicates of any materials submitted to the BBC.

If Your Proposal is not commissioned, any associated physical materials may be archived by the commissioning teams and/or destroyed.

If any materials that You submit are original materials (ie materials which cannot be duplicated) You should identify this when You submit them. If You request their return within a reasonable period of any rejection of the Proposal (which would usually be considered to be one month from notification) the BBC will use its reasonable endeavours to return them to You.

## 8. Liability

The BBC cannot accept any responsibility or liability for any damage, loss, injury or disappointment suffered by You as a result of Your submission of the Proposal

In addition, the BBC is not responsible for any problems or technical malfunction of this E-Commissioning System (including but not limited to telephone networks or lines, computer systems or equipment, servers, system providers, software failure or traffic congestion on the Internet, telephone lines or at any website, or that this E-Commissioning System will be uninterrupted or free of viruses or bugs) including any injury or damage to Your or any other person's computer or mobile telephone through Your use of this E-Commissioning System.

You should ensure that Your Proposals are submitted in good time for any commissioning deadlines. The BBC cannot be held responsible if a failure of this E-Commissioning System results in a Proposal missing a deadline.

## 9. Variation

The BBC may change these Terms at any time by posting changes online. Please review these Terms regularly to ensure You are aware of any changes made by the BBC. Your continued use after changes are posted means You agree to be legally bound by these Terms as updated and/or amended.

## 10. Data Protection

The BBC shall process any personal data submitted via this website in accordance with the UK Data Protection Act 1998. Any personal details submitted on this website will be processed by the BBC for the purpose of Proposal tracking administration and consideration of Proposals. As part of this administration, personal data supplied may be recorded on to the BBC's internal production company database to ensure that the BBC's contact records are accurate and up to date.

The BBC has taken and will continue to take all reasonable technical and organisational security measures to keep Users' personal data secure and to prevent the unlawful and unauthorised processing of personal data.

## 11. Account Privileges

The BBC reserves the right to remove Your account on the E-Commissioning system in the event that it is judged that the system or account is being misused. It is your Account Administrator's responsibility to make sure that only authorised Users are added and use Your account and that You have authorised the submission of Proposals submitted to the BBC through Your account.

Account Administrators and Users are responsible for maintaining the privacy and secrecy of their account details and passwords. If they suspect that security has been compromised (such as unauthorised access or a password being discovered) they should contact the System Administrator immediately.

## 12. Freedom of Information Act

Please be aware that the BBC is subject to the Freedom of Information ("FOIA") Act 2000 and it is possible that the BBC may be legally obliged to disclose information provided by You in response to FOIA requests. Wherever reasonably possible the BBC will consult with You in advance of the disclosure of any such information.

## 13. Legal Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the jurisdiction of the English courts. If You have any complaints about the E-Commissioning System, these Terms, or any issues related to the BBC's commissioning processes generally, please refer to our complaints process which is detailed [here](#)

## 14. Application of these Terms

These Terms are deemed to apply to any idea discussed with or submitted to the BBC, and are not limited to Proposals submitted via this E-Commissioning System