

*Paramount*



# UK PRODUCTION GUIDE

JUL 2023



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## Overview

This document is intended to provide useful guidance for producers of all commissioned content across UK Paramount platforms. Paramount recognises that the nature of commissioned content varies, and specific requirements may differ. While this guide should be observed in general terms, exceptions may be appropriate based on such requirements. Ultimately, all productions must comply with the terms outlined in the final fully executed production agreement for the relevant project. The terms of the production agreement are legally binding and will always override this guidance.

## Commissioning Process

### New Commissions

Commissioning Editors will inform producers of their intention to commission a programme / series. Once this intention has been formally agreed through our internal system, commercial negotiations can then commence.

Producers are expected to provide:

- Budget
- Schedule
- Access Agreement (where applicable)
- Finance Plan (where applicable)
- Writers Agreement (where applicable)

Budget, schedule, finance plan and commercial terms will all need to be jointly negotiated with the Paramount production contact. Once finalised, the project will be recommended to the board for approval.

### Commissioning Specification Form

Commissioning specification forms will be required to be completed for all commissioned activity. These will include all agreed commercial terms. Please discuss all commissioning specification form completion queries with your production contact.

Click here for the [Commissioning Specification Form](#) template.

### Business Board Approval Meeting (BBAM)



All agreed commercial deals are presented to the board for approval. BBAM is scheduled on a regular basis. Please discuss with your Production representative the nearest approval meeting date in order to progress your commission.

When BBAM approved, the producer will be notified via an email from your production representative to confirm that this project has been formally commissioned in line with the terms agreed in the commissioning specification form. Once this notification has been received, production can commence.

*NB. Please be aware if production commences prior to formal approval being issued, it is at the risk of the producer.*

## Production Agreement

Following approval, the Business & Legal Affairs team (BALA) will contact you directly and issue a draft contract setting out the terms and conditions of the commission in line with your agreed commissioning specification form.

## No Diversity, No Commission Directive

Paramount has a responsibility to ensure it reflects the UK's diverse national population, both off-screen and on-screen. Diverse talent produces new perspectives, new ideas and unique stories which are our industry's lifeblood. We must seek, encourage and secure talent from different backgrounds to keep our industry relevant and exciting. Moreover, we must ensure we represent all people within our nation's communities in our programming.

To help Paramount make meaningful change within our industry, we want to identify Diversity, Equity and Inclusion (DEI) statistics, patterns and gaps across our UK commissions. This will be achieved, in part, through our No Diversity, No Commission (NDNC) directive through which we will work collaboratively with its production companies.

All producer's creating content for Paramount are required to participate in our NDNC directive. This is based on the agreement of an 'On- Screen' and 'Off-screen' DEI strategy, together with sharing the off-screen DEI questionnaire for each of your commissions, and reporting the output of your DEI strategy in NDNC Final Report.

Please refer to the [NDNC Overview Guidance Notes](#) and [Guidance Video](#).



## Budget and Finance

### Budget Guidance

Please be aware when budgeting:

- Qualifying overheads are capped at a maximum of 4%
- The Qualifying Production Fee is 10% of direct (above the line) production costs and overheads for budgets up to and including £1,000,000 and for budgets exceeding £1,000,000, 7.5% is applicable to the direct (above the line) production costs.
- Some standard rates are applicable, please speak to your production representative for advice
- For the avoidance of doubt, DUK and non-scripted Screen Skills Training Fund charges are not accepted as a budgeted line
- Bank Charges should be placed below the line
- All COVID related costs should be placed below the link

### Cash Flow

The cash flow will be agreed during the negotiation stage between the producer and their production representative. This should be stated clearly on the commissioning specification form.

Cash flow for PACT agreed deals can be found via [this link](#).

### Payment Process

#### New Suppliers

Producers will receive an email prompt to complete their vendor registration set up via the ARIBA system. Once the form has been submitted producers will receive their vendor identification number and will have access to the SWIM system where they will be able to upload invoices to relevant purchase orders.

#### Purchase Orders

A Purchase Order (PO) is required before an invoice can be submitted. Please allow two weeks from the board approval confirmation email in order to receive a PO number. Please do not submit any invoices until there has been confirmation from SWIM that the purchase order is active.



For any queries please contact: [ProgrammingGBSChannel5@vimn.com](mailto:ProgrammingGBSChannel5@vimn.com)

## *Invoicing*

All producers are required to issue an electronic invoice via the SWIM portal, [theswim.viacom.com](http://theswim.viacom.com). Invoices need to be valid VAT invoices and should include the following details as a minimum for identification purposes:

- (i) the Production Company name & vendor number;
- (ii) the date of the Production Agreement;
- (iii) the name of the programme/series;
- (iv) a valid, unique invoice number with current date;
- (v) a valid PO number;
- (vi) the specific payment instalment to which the invoice relates;
- (vii) the contract number contained at the top of the Agreement;
- (viii) should be addressed to the below:

*Viacom International Media Networks U.K. Limited, Finance Department, 17-29 Hawley Crescent, London NW1 8TT*

## *Payments*

Payments will only be made in line with the following:

- contracted production milestones
- a fully executed Production Agreement
- proof of production insurance

## *Cost Reports / Final Cost Statements*

A final cost report with detailed variance notes OR a statement of final costs which should be sent to [ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com) no later than a month after delivery and should match the schedules agreed in the final budget.

Final payments will only be made upon the acceptance of the following documents:

- Post-Production Paperwork (PCIS / Diamond / Albert)
- Final Cost Report OR Statement of Final Costs

**NB:** Payments will be made at the end of the month in which the milestone occurs where an invoice is received before the 15th of the month. If the milestone is reached and the invoice is received after the 15th of the month, payment will be made at the end of the following month.





Progress reports can be requested at the Channel's discretion.

### *Invoice and Payment Queries*

Invoice & SWIM Portal queries should be directed to [GBSBudapest@viacom.com](mailto:GBSBudapest@viacom.com)

Please ensure the email subject is:

*RE: (Channel Reference) / Programming / your SWIM Vendor No (enter your vendor number here if you have it) and Series/Episode Title with Brief Issue Title.*

Please do not contact the Production and Programme Management team regarding invoice payment queries as this is solely managed through GBS Business.

### Directors UK (DUK) – Commercial Fee Recharges

Channel 5, as agreed with Pact, Directors UK ('DUK') BBC, ITV, C4, and Sky is obliged to seek payment from producers for DUK commercial fees. In turn Channel 5 pays the commercial fees to DUK on a pass-through basis following final delivery of the programme.

The Commercial recharge fees are calculated by the producer using the published DUK rate cards and are deducted from the final programme milestone payment invoice. The re-charge fees should not be added to the production budget but can be deducted as a cost from gross distribution income when reporting such income to Channel 5. The responsibility for applying the correct commercial fees lies with the producer and any fee shortfall may be invoiced separately by Channel 5 or recovered directly from producers by Directors UK.

For further information please refer to [Directors UK Rate Card](#) for a full list of current DUK commercial fee rates, there is also further information on the [Directors UK website](#).

### Screenskills Training Fund

All commissioned content with Paramount from 2022 will follow the Unscripted TV Skills Fund model. The Unscripted TV Skills Fund will address skills gaps and short-ages in unscripted television across the UK and build a bigger pool of off-screen crew and talent in the nations and regions.

A unique model matching investment from contributing broadcasters and production companies, the fund is designed to build a more inclusive workforce and future-proof the industry. Decisions



about how the fund is invested are made by practitioners who understand what is needed to develop talent behind the camera across all unscripted genres.

The fund also supports the industry-wide commitment to: professionalising working practices; diversifying the workforce to better represent the population in the UK; and finding collective solutions to training and career development that champion excellence and open doors to opportunities across the UK. ([Screenskills Website, 2022](#))

*NB: 0.125% will automatically be deducted from the final milestone agreed on the Commissioning Specification Form. If you have any further questions, please contact your Production Representative.*

## Product Placement

Producers may propose product placement arrangements for Channel approval. For Channel guidelines on production placement please contact your Production Representative.



## Insurance

### Production Insurance

Paramount have a production insurance pick up programme with Media Insurance Brokers (MIB) for productions that have 75% or more funding from the broadcaster. It is strictly the producer's responsibility to ensure that production insurance is in place prior to commencement of production. Details on how to set up your insurance cover will be included in the BBAM approved email.

Contact details for MIB: [notifications@mediainsurance.com](mailto:notifications@mediainsurance.com)

For Productions not utilising the Paramount blanket agreement, the policy and level of cover must be matching the Paramount policy and agreed by your Production Executive

You will be required to send over evidence of production Insurance to:

[ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com)

Please be aware that invoices will only be paid on evidence of the production insurance being bound.

### Errors and Omissions (E&O) Insurance

Please refer to the terms of your contract for the requirements around Errors & Omissions Insurance. Please note the costs of Errors & Omissions Insurance will not be accepted as a budgeted line.

For Productions in respect of which there are, or are likely to be, significant privacy or data protection issues, or which it is intended will incorporate a significant (qualitatively or quantitatively) proportion of Fair Dealt material, the commissioning channel/platform must be named as an "additional insured" on the Errors & Omissions policy.

For production or Errors and Omissions Insurance related to Paramount+ commissions, please speak directly with your production representative.

You will be required to send over evidence of such insurance to:

[ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com)

### Co-Funding / Advertiser Funding / Additional Funding

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If your programme is co-funded or advertiser-funded, please speak to your production representative prior to setting up production Insurance for channel requirements.



## Rights and Commercial Terms

### Definitions

#### **Channel 5 Terms of Trade (TOT)**

For Terms of Trade (ToT) Deals, Channel 5 will be granted an initial package of rights. This includes rights for the main channel, covering UK and ROI services which fall within the definition of the Channel 5 Services.

Please refer to Business Affairs section of the [Website](#).

### Production Meetings

#### **Pre-Negotiation Meetings**

In some instances, a meeting with the producers will be required prior to commercial negotiation or full board approval at the broadcaster's discretion. You will be notified of this by your Commissioning Editor.

### Production Meetings

For most Productions, the broadcaster will request a post-approval Production Meeting. Key internal broadcasting departments will be invited to meet with the producers to cover end to end production element requirements and process.

If this meeting has not been scheduled within a couple of weeks of your approval notification, please contact: [ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com)



## Compliance

Respect for our viewers and contributors is at the heart of good practice. We take compliance very seriously and expect all the producers we work with to do the same. You must not do anything that could infringe any applicable laws or regulations, compromise our duty of care to contributors, breach the Ofcom Broadcasting Code or fall short of best practice. Whilst our teams are on hand to support you in delivering best practice our focus is always advising the Channel. You are obliged by the Production Agreement to ensure legal compliance which means you must take your own specialist advice where necessary.

Where compliance related issues are identified, the producer will be required to engage in pre-approval compliance conversations with their channel representatives.

## Key Contracts

Please send through any key contracts including presenter agreements, access agreements and contributor contracts and releases to your Production and Legal Representatives, for their input and approval, in advance of issuing the draft to the other party. Should time restrictions require you to issue the contract to the other party prior to such approval, please submit strictly in accordance with Paramount comments, and please do not sign or commit without the Channel's approval.

## On / Off Screen Experts

Occasionally, programmes utilise the skills of experts as part of the format or style of the programme. This can be true for both commissioned programmes from the independent sector and those made in-house. These experts may be on-screen or off-screen.

The Ofcom Broadcasting Code requires broadcasters to avoid harm and offence being caused to audiences or contributors. Use of experts who are not appropriately qualified can lead to a breach of these requirements.

In order to ensure that you adhere to the Ofcom Broadcasting code please refer to the [On/Off Screen expert guide](#).

Please also refer to the [Legal and Compliance section](#) of the website.

## Duty of Care



Paramount strongly believes that all voices have a place in our programmes and our programme-makers should have the creative freedom to bring these stories to the screen to fully reflect the range of diversity in our society.

Featuring contributors however, especially non-celebrities who are not used to being in the public eye, comes with an obligation to ensure their care. As a responsible broadcaster, Paramount takes the duty of care towards contributors very seriously. The welfare of those who choose to take part in our programmes is our highest priority and we want their involvement to be a positive experience.

Duty of care is a responsibility we share with our production partners. As a broadcaster and a commissioner of content we have provided guidance here on how we expect duty of care to be delivered before, during and after production in line with Ofcom's protections, as well as Paramount best practice. We expect our production partners to ensure they have followed the processes required and have considered, from the very start of the production, the appropriate steps required to manage the due care of all contributors.

Due care considerations will evolve as the production develops. We expect a continuous assessment of a contributor's care to be undertaken throughout the course of the production and the steps taken to manage that care to be adjusted accordingly.

These guidelines should be read in conjunction with the [Ofcom Code and Guidance](#).

## Use of Experts

Members of a production team are not experts on assessing contributor vulnerabilities. No decisions about the wellbeing and suitability of the inclusion of a vulnerable or potentially vulnerable contributor in a production should be taken without seeking professional expert advice.

Experts are required to provide independent advice to the production about a contributor's wellbeing, vulnerabilities, resilience, and overall suitability to take part in a production. There must be total editorial separation between the programme maker and the expert at all times. You are required to read Channel 5's guidance on the process for [engaging off-screen experts](#).

You are required to ensure you take 'due care' of your contributors. This means the steps taken to manage the risk of harm must be proportionate: the higher the level of risk identified and assessed, the greater the steps required to manage that risk.



Ofcom makes clear there are only very limited circumstances when due care does not apply. These are where it is justified in the public interest and where the contribution is minor and/or trivial. In all other circumstances an assessment of risk to contributors is required as a minimum. Where the risk of harm is identified and assessed as low, it may not be necessary to take any further steps to manage contributor care other than obtaining informed consent (see below for guidance on Informed Consent).

## Child Welfare

Paramount takes our responsibility to safeguard children incredibly seriously. As an organisation we believe that safeguarding is both an individual and collective responsibility.

We strive to ensure that all children with whom we engage receive equal protection from all types of harm or abuse regardless of; age, disability, gender, racial heritage, religious belief, sexual orientation or identity.

We have adopted key principles which support the Paramount culture where safeguarding children is everybody's business:

- inform all staff, including freelancers & production suppliers, of their responsibilities to safeguard children in all areas of Paramount
- ensure that all production personnel staff know what to do if they are concerned about the welfare of a child or concerned about the behaviour of an adult who is working with children
- ensure staff production personnel staff know where to go for advice and support
- make clear that Paramount does not tolerate in their commissions any form of child abuse including online grooming, possession and distribution of child abuse images, by anyone with a contractual relationship with the organisation, be they staff, free-lancers, chaperones, independent contractors, suppliers and independent production companies

We have developed policies to ensure that this duty is fulfilled and our training programme and awareness tools reflect this. These policies apply to everyone working, or coming into contact with children, in any capacity, regardless of their employment status, seniority or role (staff, freelancers, independent contractors, suppliers and independent production company chaperones and parents).

We have developed a Code of Conduct that makes explicit the behaviour expected of our staff freelancers and production partners and supports a respectful and mutually beneficial relationship between Paramount staff, children and young people. It complements the Ofcom Guidance on Protecting the under 18's. Particularly the Guidance on Rules 1 28, and 1 29.





## Ofcom Broadcasting Code (“the Code”)

Ofcom’s new duty of care protections came into force on 5 April 2021. These require that: the welfare of contributors is protected; and, that viewers are protected from offence, where a contributor is treated, or appears to be treated, with a lack of dignity or where the contributor appears distressed or anxious.

Section Seven - Fairness: new practices to be followed.

To enhance the care of contributors, two new duty of care practices have been added to Section Seven of the Code.

These are:

an additional measure to Practice 7.3 (Informed Consent); and a new Practice 7.15 on duty of care

As with all matters relating to Section Seven of the Code, it will be for the contributor as the “person affected” or someone representing them to make a complaint of unfair treatment to Ofcom.

### *Practice 7.3: Informed Consent*

The additional informed consent measure requires that contributors should normally:

*“... be informed about potential risks arising from their participation in the programme which may affect their welfare (in so far as these can be reasonably anticipated at the time) and any steps the broadcaster and/or programme maker intends to take to mitigate these.”*

As with all informed consent measures there may be exceptions to providing such information if it is justified in the public interest or the participation is minor or trivial.

One of the significant ‘potential risks’ to the wellbeing of contributors, especially young people, is negative social media discourse. It is expected that social media guidance and support are provided to contributors to assist them in managing any negative online chat arising from participation. It is recommended that social media guidelines are available to contributors to manage their online presence. If you do not have guidelines to provide to contributors, please advise your Paramount Production Manager.



## *Practice 7.15: Due Care*

Broadcasters should take due care over the welfare of a contributor who might be at risk of significant harm as a result of taking part in a programme, except where the subject matter is trivial or their participation minor.

A contributor might be regarded as being at risk of significant harm as a result of taking part in a programme for reasons including (but not limited to) the following:

- they are considered a vulnerable person;
- they are not used to being in the public eye;
- the programme involves being filmed in an artificial or constructed environment;
- the programme is likely to attract a high level of press, media and social media interest;
- key editorial elements of the programme include potential confrontation, conflict, emotionally challenging situations; or
- the programme requires them to discuss, reveal, or engage with sensitive, life changing or private aspects of their lives.

Meaning of a "vulnerable person" (see: Guidance on Vulnerable Contributors).

For the meaning of "vulnerable" see Practices 8.21 and 8.22 in respect of "vulnerable people" (...this varies, but may include those with learning difficulties, those with mental health problems, the bereaved, people with brain damage or forms of dementia, people who have been traumatised or who are sick or terminally ill.)

Broadcasters should conduct a risk assessment to identify any risk of significant harm to the contributor, unless it is justified in the public interest not to do so.

The level of care due to the contributor will be proportionate to the level of risk associated with their participation in the programme. The greater potential risk of harm, the greater the measures required to mitigate that harm.

## *Guidance*

Ofcom has published Guidance to support the risk assessment process. It sets out how to:

- identify the potential risk factors on your production
- assess these risk factors as low, medium or high; and
- manage the potential risks by introducing measures to reduce the risks (as far as reasonably possible)

## *Section 2: Harm & Offence*

### Rule 2.3: Harm and Offence



Ofcom has updated the wording of Rule 2.3 (viewer offence) to include any viewer offence arising from a perceived lack of care to a contributor. The wording now includes the additional wording in bold:

“In applying generally accepted standards broadcasters must ensure that material which may cause offence is justified by the context (see meaning of “context” below). Such material may include, but is not limited to treatment of people who appear to be put at risk of significant harm as a result of their taking part in a programme. Appropriate information should also be broadcast where it would assist in avoiding or minimising offence.”

Such offence may be justified by providing context such as ‘appropriate information’ this may include signposting to the viewer (before, during or at the end of the programme) any steps taken to mitigate the potential harm to the contributor, such as the provision of expert support throughout the making of the programme.

If you require any further guidance on any contributor welfare or child safeguarding matters, please contact Caroline O’Dwyer at [caroline.odwyer@viacomcbs.com](mailto:caroline.odwyer@viacomcbs.com)

## Dignity at Work

Paramount has a zero tolerance on bullying and harassment and is committed to a workplace where everyone is treated with dignity and respect. Everyone working on a Paramount production should be able to do so in a way where they feel respected and safe and know how to get support and report concerns if needed.

To ensure best practice on all Paramount commissions, we are introducing new measures on all our productions. We expect that your production company has:

- a policy on bullying and harassment shared with all cast and crew working on the production at the point they are engaged and displayed prominently in the production office and on set;
- a named safeguarding lead on every production to support those contracted both on and off screen;
- contact details of the safeguarding lead, support helplines and whistleblowing lines clearly communicated and shared with cast and crew; and
- anti-bullying and harassment training to be undertaken by all cast and crew before the start of the production. Free online training is available via ScreenSkills – See: <https://www.screenskills.com/online-learning/learning-modules/tackling-harassment-and-bullying-at-work/>



For further Guidance on these measures and information on Paramount's recommended routes for advice and support, which should be publicised to everyone working on your production, please see: Dignity at Work policy on [The Hub](#)

## Film & TV Charity

For Further advice or confidential help please contact the Film and TV Charity work behind the scenes of the UK film, TV and cinema Industry. They offer a wide range of financial, practical, and emotional support to people who have talent speak and dedication and yet find obstacles in their way.

They can be contact via telephone 0207 437 6567 or email [info@filmtvcharity.org.uk](mailto:info@filmtvcharity.org.uk) OR the Confidential Film and TV 24/7 Support line: 0800 054 0000. There is also a Live Chat function on their website. More information can be obtained from their [website](#).

**Paramount highly recommends each producer shares the [Dignity at Work](#) advice from the Paramount HUB and the Film and TV Charity Details on their Start Up / Engagement Forms, Contact Sheets and Call Sheets.**

Other useful resources are:

[Protect](#) – who offer free confidential advice to whistleblowers helping you to decide how best to raise your concern. Please note they will not be able to raise any concern for you. They can be contacted on 0203 117 2520

[ACAS](#) who provides free, impartial advice on workplace rights, rules and best practice. Their helpline is 0300 123 1100 ( Mon-Fri 8am-6pm)

## Secret / Undercover Filming

All Filming Protocols should be reviewed and approved by your Legal and Production Representatives. In the event your Production requires Secret/Undercover Filming, approval will need to be sought from the Channel.

## Go Pro, CCTV and Fixed Camera Filming

Guidance around filming with Go Pro's, Fixed Camera's or CCTV can be found on the Production Hub.



## Blurring, Anonymising and Evergreen Versions

Where the Channel requests people (or objects) to be blurred in a programme for compliance reasons, this must be executed to a standard such that the individual would be unrecognisable to those who know them personally. This will usually require blurring not only their face but the whole head, including hair and any other identifiable features such as tattoos.

Where there is a daytime version of the programme, the Channel will require this version to be anonymised. Please contact Broadcast Operations ([broadcast.operations@channel5.com](mailto:broadcast.operations@channel5.com)) following BBAM approval for delivery of these day-time files.

Please note Anonymising Guidelines can be found on the [Paramount Production Hub](#), Producers should adhere by these guidelines.



## Risk Assessments and Protocols

### Risk Assessment

Ofcom advises that a risk assessment be conducted “at the earliest stage of production” to identify and assess the risk of harm to contributors and to determine the appropriate steps required to manage that potential risk. A [sample risk assessment form](#) is available and can be adapted for your specific production.

Where risks are identified these should be recorded on the risk assessment with a summary of your assessment of the risk and the processes you intend to have in place to mitigate the potential risk of harm.

When considering the risk of harm in terms of the “type of contributor” an assessment of the contributor’s vulnerabilities will be required. In all cases expert advice will be required to make this assessment. This may comprise: a first stage mental health wellbeing self-declaration (reviewed and agreed with a qualified psychologist) and, a second stage (where the level of risk requires) psychological assessment by a qualified psychologist). All contributor assessments should be agreed with the Commissioning Editor, Content & Legal and the Director of Contributor Welfare before filming commences.<sup>1</sup>

### Production Protocol

Paramount also requests that a separate production protocol document is supplied with every production. The purpose of the production protocol is to ensure compliance with the Code and Paramount best practice. As such, it must also include the steps to be taken to ensure the due care of contributors (and where applicable family, close friends and viewers) at each stage of production:

- pre-production (including but not limited to: casting, selection, background checks, medical self-declarations, use of experts, psychological assessments etc);
- during production (including but not limited to: monitoring and recording welfare issues, clear referral up process, single named point of contact etc); and
- post-production and post-transmission (including, but not limited to: aftercare post-production and post-tx and use of promotional content)

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<sup>1</sup> Please ensure GDPR compliance at all times when handling personal contributor information.



You are reminded that the higher the risk of harm to contributors, the greater the steps required to manage that risk and this applies through to beyond broadcast.

Where risks are identified as low on your risk assessment, and this has been agreed with Paramount, it is unlikely that any further due care steps will be required. Therefore, no additional specific duty of care measures may need to be included in the protocol (all other regulatory and legal requirements for a Filming Protocol will including background checks<sup>2</sup> will apply).

## Review of Risk Assessments and Protocols

Paramount requires that the risk assessment and production protocols are provided to the Commissioning Editor, Director of Contributor Welfare and the Compliance and Legal Team for review before any casting of contributors. No filming should commence on any production without an agreed risk assessment and protocol. If the risk assessment and the proposed measures for managing the risks are not considered sufficient to mitigate any medium or high risks of harm, Paramount will advise the production company and this may require reconsideration of the content, casting and format as well as delays to the production. Regular review of the risk assessment and protocols should be undertaken to ensure the risk status has not changed following editorial amendments or casting of contributors.

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<sup>2</sup> Background checks on contributors should include as a minimum (but are not limited to): identity checks (Lexis Nexis); a criminal history self-disclosure (with advice that a DBS will be required where any criminal history or pending criminal cases are not-ed); global checks (in depth social media checks); and google checks to include the contributor's name and relevant search terms. A DBS will also be required if you are filming with Under Eighteens, in a contributor's home or the contributor is filming in an-other person's home or with other contributors in a shared environment. See: Guidance on Background Checks Document on the HUB.



## Clearances and Promotional Use

### Clearances

All purchased programme materials must be cleared in line with the commercial terms established by the Production Agreement which sets out your detailed obligations in this regard. If you encounter any difficulties during production, please contact your Production representative for assistance.

Any changes to the terms relating to clearances must be pre-agreed with your Production representative and set out in writing as an amendment to the Production Agreement. For the avoidance of doubt, we will only accept the cost of clearances for the territories being licensed by the Broadcaster under the Production Agreement.

### Promotional Use

As set out in the Production Agreement, your delivery obligations include the submission of full and accurate details of all cleared materials across all territories in your final post-production paperwork (PCIS).

If there are any reasons why you cannot clear for promotional use, the producer shall notify the Production Representatives and the Marketing Department in writing as soon as possible (but always within 24 hours of Delivery) to flag any uncleared footage. There is an obligation in the Production Agreement to ensure at least 30% of good quality archive content included in the Programme is cleared for promotional purposes.

5Creative may need to contact the producer for split track WAV files in order to promote the programme Final Mix 1&2, M&E 3&4, Dialogue 5&6, Sound Effects 7&8, Music 9&10.

For specific information about your obligations concerning footage delivered and promotions for the programme and any further queries regarding Promotional Use for all Channels please contact [allinproduction@channel5.com](mailto:allinproduction@channel5.com)

NB.

If it is proposed to include significant (qualitatively or quantitatively) Fair Dealt material (including but not limited to instances where Fair Dealt material is likely to be drawn from a single source), it is likely that the Channel will require the producer to obtain a legal opinion from an





appropriately qualified lawyer confirming that third party material that has not been licensed falls within the fair dealing exceptions.

Fair Dealing is not permitted on Paramount+ Commissions.

## VoD Image Guidelines

For all the digital platforms it is essential to have strong photography / artwork at high resolution. It directly impacts the success of your programmes on My5 as well as enabling view-ers to discover new shows and decide what to watch.

Your programmes are made available on My5, our video on demand service. My5 is available across a wide range of platforms and apps including Sky, Virgin, Now TV, YouView, Amazon, Apple (iPhones, iPads and Apple TV), Android (mobiles and tablets) as well as on the websites My5.tv and Milkshake.tv. Programmes for Comedy Central and MTV will also be available on our carriage affiliates (such as Sky (and its Now TV Service), Virgin, and BT) video on demand catch up and box set services.

The quality of images affects a show's appeal. It also impacts which programmes are selected for promotion outside of our own services – Sky, Virgin, Apple and Amazon provide opportunities to showcase programmes on their services – but only those with strong art-work are considered as they are competing with the programmes from other channels.

Please see the VoD Image Guidelines Doc for full details of what is required.

There is also guidance for My5 Key Art, please refer to the [My5 Key Art Requirements Document](#) available. For further information please email the My5 Team [DL\\_VODPictures@vimn.com](mailto:DL_VODPictures@vimn.com)



## Competitions

If the Channel decide to include a competition in the series, the Producer will need to deliver the programme to accommodate it. Any additional work / cost in creating the competition VT is offset by savings of producing a programme with a reduced running time. As such, this is treated as a neutral cost to the producer.

When creating your series please note:

- a) The competition is delivered separately to the programme (60" Competition and 30" re-cap)
- b) 60" is subtracted from the running time in part 2 and 30" from part 3 (90" total)
- c) No music overruns from the ends of part 2 and 3 into the bumpers as C5 will insert the competition between the two.

The Interactive Solutions team will be in touch regarding the competition to find out the edit schedule and deadlines for receiving competition assets. Any questions should be directed to:

Interactive Solutions Manager – [zoe.mee@channel5.com](mailto:zoe.mee@channel5.com)

Interactive Solutions Executive – [rebecca.duffield@channel5.com](mailto:rebecca.duffield@channel5.com)



## Music

### Channel 5 Branded Portfolio Channels

If you are using commercial music, please refer to [Music Costs and Notes Guidance](#) for the current Independent Production Companies (IPC) rates and licensing arrangements. For information on production music and the list of Channel 5 libraries please refer to the same notes.

In the case of a Channel 5 Terms of Trade deal, please refer to the terms set out in the [PACT MOU](#).

If you intend to specifically commission music, please discuss this first with the Music team and your Production Representatives.

For reporting/inputting music cue sheets and set up on the Q Reporting System please e-mail: [allinmusicservices@channel5.com](mailto:allinmusicservices@channel5.com)

### *Music Cue Sheets*

For information regarding set up on the “Q” Reporting System in order to input music cue sheets please e-mail: [allinmusicservices@channel5.com](mailto:allinmusicservices@channel5.com)

### Paramount+

Specific Music Queries relating to Paramount+ Commissions should be directed to: [adams.karen@vimn.com](mailto:adams.karen@vimn.com)



## Deliverables - Technical and Paperwork

### Channel 5 – Technical Deliverables

Please refer to the Production Hub for Channel 5 technical specifications and all delivery related questions: [The Hub](#)

For additional queries please contact: [allinbroadcastoperations@channel5.com](mailto:allinbroadcastoperations@channel5.com)

### Paramount+ - Technical Deliverables

Please refer to the Production Hub for Paramount+ technical specifications and all delivery related questions. For additional queries please contact: [christina.mcginis@viacomcbs.com](mailto:christina.mcginis@viacomcbs.com) / [christopher.sherman@viacomcbs.com](mailto:christopher.sherman@viacomcbs.com)

### Durations and Part Times

All Paramount UK Channel Durations and Part Timings can be found within the relevant Channel Spec / Presentation Guidelines: [The Hub](#)

Paramount+ durations may vary, please speak with your Commissioning Editor and Production Representative to confirm exact durations prior to BBAM.

If you have any queries, please contact the relevant department listed on the Contacts Page at the end of this guide.

### End Credits

End credits should be signed off by your Commissioning Editor and Content Legal & Compliance team and Broadcast Compliance Advisor (via BALA, Content Legal or Compliance). Please ensure that the specifications (duration of the end credits, layout and font) are per the Presentation Guidelines.



## Delivery Requirements

### Delivery Dates

The delivery dates set out in the Production Agreement are a fundamental term agreed between the Producer and the Channel. As stated in the Production Agreement, timing is of the essence in respect of all deliverables.

With pre-recorded Programmes, the channel requires a minimum of four weeks between delivery and transmission. If you require dispensation for fast turnaround productions, approval must be given by Broadcast Operations Representative.

- a. It is vital that the delivery dates set out on the Commissioning Specification Form and the Production Agreement, as agreed with the Channel, are realistic and achievable.
- b. If a producer does not deliver by the dates referred to in point a this constitutes breach of contract.
- c. Subject to the terms of the Production Agreement, any agreed Amendment to the contractual delivery dates may be subject to Channel's right to re-charge to the Producer costs associated with late delivery. Please contact the Broadcast Operations Team to seek approval and amend the contractual delivery dates contact:  
[allinbroadcastoperations@channel5.com](mailto:allinbroadcastoperations@channel5.com)

### Delivery Queries

#### Channel 5

[allinbroadcastoperations@channel5.com](mailto:allinbroadcastoperations@channel5.com)

#### Paramount+

Paramount's Global Content Operations (GCO) and UK Operations representatives below will be your main point of contacts for operations and delivery.

GCO representatives - [Paulina.Staniak@vimn.com](mailto:Paulina.Staniak@vimn.com) and [Margaret.Velez@viacomcbs.com](mailto:Margaret.Velez@viacomcbs.com)

UK Operations representative - [Amy.Alexander@channel5.com](mailto:Amy.Alexander@channel5.com)

Please always include the [DL\\_GCO\\_NY\\_WAW\\_Sourcing@viacomcbs.com](mailto:DL_GCO_NY_WAW_Sourcing@viacomcbs.com) in email communications

And at the delivery stage, include [MediaOps\\_US\\_Deliveries@viacomcbs.com](mailto:MediaOps_US_Deliveries@viacomcbs.com)



## Channel 5 – Viewings & Compliance

All commissioned content will be reviewed for broadcast clearance (on behalf of the Commissioning Broadcaster) by a member of the Content Legal and Compliance team, who will be assigned to your commission prior to delivery of the final programme(s), as set out above. However, it is the Producer's obligation to ensure the content delivered as part of the Programme Materials is compliant with all laws and regulations, including broadcast regulations (e.g. the Ofcom Broadcast Code).

Subject to specific exceptions that may be agreed in advance, material submitted will be reviewed as soon as practical, however we cannot guarantee that feedback will be provided earlier than three clear business days from receipt. This timeframe must therefore be factored into your edit schedule. The number of viewings required by the Content Legal and Compliance team will vary depending on the content of the production. In general, however, once your Commissioning Editor has provided notes, the most advanced cut should be forwarded for clearance to be viewed at least once by a member of the Content Legal and Compliance team. If in doubt, please contact a member of this department, details for which found at the end of this document.

In order to understand your delivery requirements, you are advised to check the latest Technical Standards for Delivery documents that can be found at:

[The Hub](#)

Should your programme/s fail QC please note that this will incur additional costs to your production which will need to be paid for outside the production budget.

## Paramount+ - Viewings & Compliance

Paramount+ commissions will follow the same viewing and compliance process as Channel 5 commissions. Please allow as much time as possible (minimum of three days) for compliance viewings. This should be factored into your schedules.

In order to understand your delivery requirements, you are advised to check the latest Technical Standards for Delivery documents that can be found at:

[The Hub](#)

Should your programme/s fail QC please note that this will incur additional costs to your production which will need to be paid for outside the production budget.



## Use of Web Addresses & Twitter

Should you wish to add a graphic with your programme's website address (e.g.: [www.channel5.com/nightmareneighbour](http://www.channel5.com/nightmareneighbour)) or any twitter tags to the body of your show you should contact Channel 5 Presentation. They will normally suggest that a graphic with the website/twitter address is added during playout and that it is NOT superimposed in the body of your show. This gives us additional flexibility and reduces costs should changes be re-quired further down the line. Should you have any queries regarding this, please speak to Channel 5 Presentation directly.

## Press, Publicity, Marketing & Social

It is obligatory to provide a synopsis, high quality and high-resolution images to promote your programme - with all necessary clearances and approvals in place. We reserve the right to withhold payments if poor quality and/or low quantity images are delivered. The synopsis should be at least 100 words for a series, and 300 words per episode. This series synopsis should be sent to [PI@channel5.com](mailto:PI@channel5.com) at the earliest convenience.

NB. Billings must be submitted to your Press Representative at the same time of submission of the Programmes Masters.

The Picture Desk work in Press and Publicity and work across all Paramount UK Channels. The team will help discuss all Photography requirements throughout the Production. They can also discuss the correct possible photography for the shoot. All pictures shot and provided must be approved and signed off by talent or contributors that feature in the pro-gramme. High-Res Screen Grabs are not acceptable.

Please refer to Photography Requirements Guidelines available ([Photography Guidelines](#)) on [The Hub](#) for more information and contact details.

For full details please refer to the Production Agreement delivery requirements.

On most occasions the Producer will be able to meet a representative from the Picture Desk at the Start Up meeting. We recommend that the Producer contacts the Picture Desk prior to the Start Up meeting as well as at the start of production.

They can be contacted on [pictures@channel5.com](mailto:pictures@channel5.com)

Episodic synopses should be sent over with delivery of Master Programmes no later than 4 weeks prior to transmission. Any other additional useful information (character/presenter bios,



exclusive/new lines) will also help us to promote the show and should also be sent over at that time.

Please refer to Photography Requirements Guidelines available (Photography Guidelines) on [The Hub](#) for more information and contact de-tails. Please do not send in altered, green screen or composite photos as these will not be used. The Campaign Stills Producer [pictures@channel5.com](mailto:pictures@channel5.com) is always happy to discuss your photography strategy in advance of filming.

Please follow [this link](#) in order to be able to view more information regarding the channels press and publicity requirements

For Paramount+ Commissions, please refer to the [Press and Marketing Deliverables document](#).

## Digital Content

The producer should provide to [allinsocialuk@viacom.com](mailto:allinsocialuk@viacom.com) an accurate Time Code In and Time Code Out of the final delivered file for one “highlight clip” from each episode of the series / each programme commissioned for use within digital marketing and promotion. This highlight clip should be fully cleared for use within social media (including, but not limited to, Facebook, Instagram, Twitter and YouTube). Please refer to the Production Agreement for further details. This clip can be anything from 30” to 3’30” and should be a strong, impactful, sharable moment from the episode that will specifically appeal to audiences on social media platforms, selected at the producer’s discretion. For any questions regarding digital content, please contact [C5Social@channel5.com](mailto:C5Social@channel5.com)

## Channel 5 – Paperwork Deliverables

### PCIS

All post-production paperwork to be submitted onto the PCIS system within two weeks of the TX Master being delivered. To complete your paperwork register your production on:

### [The Hub](#)

Enquiries can be sent to: [PostProductionpaperwork@vimn.com](mailto:PostProductionpaperwork@vimn.com)

A completed “Programme-As-Completed” Form via Paramount online system go to [The Hub](#) including a completed Content Compliance Form and incorporating a set of production credits and a music cue sheet to enable the Channel to comply with its obligations to collecting societies. Copies of any exemption forms as detailed in the Technical Specifications which will need to be agreed by the Channel prior to production.





## *Diamond Diversity*

Diamond forms are submitted via the Silvermouse platform. These should be completed within two weeks of the delivered TX master file.

Diamond is the industry wide monitoring project aimed at providing detailed, consistent and comprehensive monitoring and reporting of diversity in programmes made for the UK market. This is aimed at generating a near-comprehensive picture of who works on and features in programmes made in the UK; such information can then be used to help improve diversity of representation and involvement in TV production and on-screen.

We require all production companies commissioned by us to complete all information requests for Diamond. Production companies should ensure they have sufficient staff trained in completing these requests. There are two types of information request: actual data, a record of who actually appears in a programme, the completion of which is mandatory; and perceived data - all participants in making a programme should be asked to complete an information request. The Silvermouse diversity forms are set as soon as the production is commissioned.

Production teams must create their own personal login details. To access the Silvermouse system use the following link: [www.silvermouse.com](http://www.silvermouse.com)

User Guides can be located within the Silvermouse portal.

For further information on completing Diamond information requests, please contact: [productiondiversityuk@paramount.com](mailto:productiondiversityuk@paramount.com)

## *BAFTA Albert*

A completed carbon footprint is submitted using the Albert carbon calculator:

<https://calc.wearealbert.org>

The carbon action plan is voluntary and must be started during the early phases of production to be eligible for Albert certification.

To create an account, please contact [albert@bafta.org](mailto:albert@bafta.org)

Albert is a BAFTA association of the UK's largest production companies and broadcasters working to raise the profile of sustainability across the industry. The scheme intends to provide our production partners with the necessary expertise and opportunities to significantly reduce the



environmental impact of the production process and increase audience engagement with sustainability.

It is a requirement for our production partners to complete a carbon footprint using the Albert carbon calculator, a free online resource and the industry-standard environmental impact assessment tool for TV productions. We advise to begin drafting the footprint during pre-production, to help inform decisions on how best to cut the carbon footprint during production. The completed footprint needs to be appraised by an Albert reviewer nominated by the production, which will then be reviewed by an external auditor.

To set up a new account, or to find out if your production company is already signed up, contact [albert@bafta.org](mailto:albert@bafta.org). As a member of the Albert Consortium, their resources are available to our production partners. The team at BAFTA Albert provide guidance on how to complete the footprint and answer any questions you may have, the Albert Consortium also offers Albert sustainable production training free of charge, please sign-up here:

<https://wearealbert.org/about/free-training/>

For any additional support, please contact [productionsustainabilityuk@paramount.com](mailto:productionsustainabilityuk@paramount.com)

The Albert carbon action plan is voluntary, which allows productions to use the Albert logo on their end credits. However, please note the submission of a completed carbon footprint does not entitle a Programme to use the Albert logo onscreen. For information on how to achieve Albert certification, please contact [albert@bafta.org](mailto:albert@bafta.org) during pre-production.

If opting to complete the carbon action plan, please send the signed certificate to:

[productionsustainabilityuk@paramount.com](mailto:productionsustainabilityuk@paramount.com)

#### Contacts and Further Guidance

Albert Carbon Calculator - <https://calc.wearealbert.org/uk/>

Albert Production Handbook - <https://wearealbert.org/production-handbook/>

#### *Music Cue Sheets*

Information about how to be set up on the “Q” Reporting System to input music cue sheets please e-mail [allinmusicservices@channel5.com](mailto:allinmusicservices@channel5.com)

#### *Scripts*

A full timecoded Post Production Script needs to be sent as close to or after delivery but before TX to:



[C5accessibility@itv.com](mailto:C5accessibility@itv.com)

[Postproductionpaperwork@vimn.com](mailto:Postproductionpaperwork@vimn.com)

### *Final Cost Report / Final Cost Statement*

A final cost report with detailed variance notes OR a statement of final costs which should be sent to [ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com) no later than a month after delivery and should match the schedules agreed in the final budget.

### *Regional Productions*

Paramount is committed to working with regional producers/productions. In order to qualify as a Regional Production, the following OFCOM criteria must apply:

1. The production company must have a substantive business and production based in the UK outside the M25. A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personnel involved in seeking programme commissions.
2. At least 70% of the production budget (excluding the cost of on-screen talent, archive material, sports rights, competition prize-money and copyright costs) must be spent in the UK outside the M25.
3. At least 50% of the production talent (i.e. not on-screen talent) by cost must have their usual place of employment in the UK outside the M25. Freelancers without a usual place of employment outside the M25 will nonetheless count for this purpose if they live outside the M25.

Where your programme is commissioned as a Regional Production, this must be logged on the Commissioning Specification and the programme must be produced and delivered as a Regional Production, as a key contractual obligation. You will be required to deliver, as part of paperwork delivery, a Made Outside of London declaration (including the Substantive Production Base address and actual %s of crew and spend that have been incurred in all regions). This information is reported to Ofcom by Channel 5 as part of its Ofcom PSB License so timely and accurate reporting by producers is essential.

Please note, Production personnel will be carrying out audits to ensure the Producers are compliant with the OFCOM Regional requirements.



For more information, please see the Made Outside of London Declaration Template which can be found on: [The Hub](#)

## Paramount+ - Paperwork Deliverables

The Episodic Information document, containing the episode number, titles and synopsis, must be delivered on the same day as the TX Master.

Please deliver to: [GMS\\_AMS\\_Contentops@vimn.com](mailto:GMS_AMS_Contentops@vimn.com)

### *Final Cost Report / Final Cost Statement*

A final cost report with detailed variance notes OR a statement of final costs which should be sent to [ProductionManagement@vimn.com](mailto:ProductionManagement@vimn.com) no later than a month after delivery and should match the schedules agreed in the final budget.

### *PCIS*

All post-production paperwork to be submitted onto the PCIS system within two weeks of the TX Master being delivered. To complete your paperwork register your production on:

[The Hub](#)

Enquiries can be sent to: [PostProductionpaperwork@vimn.com](mailto:PostProductionpaperwork@vimn.com)

### *Music Cue Sheet*

You will need to co-ordinate with the Music & Media Licensing (MML) department to submit a music cue sheet for each episode into Q. Please contact - [MMLUK&INTL@vimn.com](mailto:MMLUK&INTL@vimn.com)