

DATED [] 2026

(1) S4C

(2) []

AGREEMENT FOR THE PROVISION OF S4C ACCESS SERVICES

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TO BE UPDATED PRIOR TO FINAL COPY BEING ISSUED

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THIS AGREEMENT is made [] day of [] 2026

BETWEEN:

- (1) S4C of Canolfan S4C: Yr Egin, Carmarthen, SA31 3EQ ("S4C"); and
- (2) [] [Company Number: []] whose registered address is situated at [*insert address*] (the "Company")

INTRODUCTION:

Following the publication by S4C of an invitation to tender for access services and the submission by the Company of a tender, S4C wishes to enter into an agreement with the Company for the provision of the Services on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement:

- 1.1 the following words and expressions shall have the following meanings unless the context otherwise requires:

"Act" the Copyright, Designs and Patents Act 1988 as amended from time to time;

“Agreement” this agreement including the Introduction and any document referred to in this agreement, completed or to be completed in accordance with its provisions;

“Applicable Laws”

all regional, national or international laws, rules regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and practice guidelines determined by any self-regulatory body which apply from time to time to the provision of the Services including without limitation the Data Protection Laws;

“Audio Description Services” the services set out at Part B of Schedule 1;

"Communications Procedure" the communications procedure set out in Schedule 5, and updated from time to time during the Term;

"Cyber Essentials" the government-backed certification scheme recommended by the UK National Cyber Security Centre as the minimum standard of cybersecurity for all organisations, comprising five controls: firewalls (boundary protection), secure configuration, security update management, user access control, and malware protection;

“Delivery Materials” the delivery materials described in Schedule 1 and delivered in accordance with the Policies;

"Delivery Requirements"	the delivery requirements for the Delivery Materials as specified in Schedule 1;
"Disaster Recovery Plan"	the disaster recovery plan of the Company set out at Schedule 7;
"Data Protection Laws"	i) the Data Protection Act 2018 and the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018; and (iii) any new national data protection laws;
"Effective Date"	<i>[insert date of grant of tender]</i>
"Encumbrances"	liens, charges, mortgages, pledges, equities, encumbrances securing any obligation of any person, preferential arrangements (including retention of title arrangements) and other rights, interests and claims of any nature whatsoever;
"Fee"	the hourly fee for the Services being <i>[Insert fee]</i> or [as set out in Schedule 4];
"FOIA"	the Freedom of Information Act 2000;
"Fraud"	any offence under any laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud S4C;
"Good Industry Practice"	the degree of skill, care, diligence and prudence reasonably and ordinarily expected from experienced and competent persons engaged in the same type of undertaking as that of the Company under the same or similar circumstances; using methods, standards, practices and procedures conforming to all Applicable Laws and using appropriately qualified and skilled personnel;
"Group Company"	any subsidiary or holding company from time to time and any subsidiary of such holding company from time to time (as such terms are defined in Section 1159 of the Companies Act 2006);
"Insurance Policies"	the insurance policies required to be maintained by the Company in accordance with clause 14;
"Intellectual Property"	collectively any and all intellectual property rights in or relating to the Product of the Services including inventions, patents, registered designs, trade marks (whether registered or unregistered), applications for any of the foregoing and the right to apply therefore in any part of the world;

copyrights, rights in the nature of copyrights or affording equivalent protection to copyright, moral rights, design rights, database rights; domain names, trade names, logos, get-up, including the look and feel of any content; know-how, trade secrets and other confidential information; rights in the nature of unfair competition rights and the rights to sue for passing off; licences, consents, permissions and waivers in relation to any of the foregoing; and all or any similar or equivalent rights arising or subsisting in any country in the world;

"Key Personnel"	the key persons employed by the Company listed in Schedule 3;
"Master Files"	the master files of the Relevant Programmes and any other items in connection with the Services in whatever format which S4C or a third party on behalf of S4C delivers to the Company;
"New S4C Service"	any other channel, television service, website or application or other means of communication to the public whether now or hereinafter invented (other than the S4C Services) established following the date of this Agreement owned solely or mainly by S4C or any Group Company of S4C;
"Ofcom"	The Office of Communications or any successor body;
"On-Screen Signing Services"	the services set out at Part C of Schedule 1;
"Personal Data"	has the meaning given to that term in Data Protection Laws;
"Policies"	collectively all of the S4C policies expressly referred to in this Agreement as updated from time to time, including the policies noted below and all other policies and guidelines from time to time published on S4C's production website which can be accessed at http://www.s4c.cymru/en/production/page/1154/guidelines/; Health and Safety Legislation; S4C Technical Requirements; S4C Data Protection and Privacy Policies; S4C Statement of Commitment to Diversity; Ofcom's Broadcasting Code; S4C Welsh Language Guidelines; Guidance on how to submit subtitles and other access services to S4C; Supplier Statement: Sexual Harrassment; and to the extent applicable to the Services, the S4C Compliance Notice;

"Premises Policies"	collectively all of S4C's policies governing use of the S4C Premises and S4C Systems as provided to the Company from time to time during the Term including S4C's Health and Safety Policy and IT Policy;
"Product of the Services"	each and every product of the Services created, acquired or developed by or on behalf of the Company and the Staff in the course of providing the Services including but not limited to the Delivery Materials, any translations of subtitles, any scripts, notes, reports, databases, forms and statistics <i>[to be completed]</i> ;
"Quarter"	a period of 3 calendar months ending on 30 June, 30 September, 31 December or 31 March in any calendar year from the date of this Agreement;
"Regulations"	means the Environmental Information Regulations 2004;
"Relevant Employees"	those employees who are assigned (as the term "assigned" is defined in TUPE) to the provision of the Services immediately before the expiry or termination of this Agreement whose employment transfers to a Successor Company pursuant to TUPE;
"Relevant Programmes"	the relevant programmes as defined in accordance with the relevant definition in each part of Schedule 1;
"S4C Brand Guidelines"	the S4C brand guidelines which can be found on S4C's production website at https://www.s4c.cymru/en/production/page/guide-lines ;
"S4C Compliance Notice"	the S4C Compliance Notice included on the S4C Authority website;
"S4C Confidential Information"	collectively any and all information, data and know-how of a confidential nature (in whatever form and on whatever media) relating to the Intellectual Property and/or the business of S4C and/or its Group Companies which is disclosed or made available for the purposes of or generated under this Agreement and whether before, on or after the Effective Date, including without limitation details of S4C suppliers and S4C's relationship with them, details of any business arrangements, S4C editorial or financial policy, copies of programmes, scripts and other S4C programme details, S4C schedules, S4C arrangements and working practices, discussions regarding Relevant Programmes and/or the S4C Services, together with the existence or subject matter of this Agreement

	and/or any information which has been designated as confidential by S4C in writing or that ought to be considered as confidential and/or all Personal Data; and any other BBC confidential information;
"S4C Premises"	those parts of BBC Central Square agreed by S4C which are required to be used and accessed by the Company for the purpose of providing elements of the Services;
"S4C Representative"	Meleri Wyn Fflint or such other persons as notified by S4C to the Company in writing from time to time during the Term;
"S4C Services"	any channel, television service, website, mobile application or other platform for making material available to the public (whether now known or hereinafter invented) which is owned or operated by or on behalf of or with the consent of S4C from time to time including during the Term including without limitation S4C, the S4C website www.s4c.cymru , any S4C branded mobile application, the video on-demand service currently known as "Clic" and S4C's online service made available via the BBC iPlayer service";
"S4C Systems"	the S4C systems and equipment to be used by the Company in the delivery of the Services as detailed in the Appendix to Schedule 1;
"Services"	[the Subtitling Services, Audio Description Services and On-Screen Signing Services] and all other services provided by the Company under this Agreement;
"Staff"	all persons engaged by the Company or contributing to the Services whether on an employed or self-employed basis including the Key Personnel;
"Subtitling Services"	the services set out at Part A of Schedule 1;
"Successor Company"	each and every company who shall provide any similar service equivalent to the Services after expiry or earlier termination of this Agreement;
"Term"	the period of four (4) years from the Effective Date during which this Agreement is in force and effect subject to the provisions of clause 15;
"Termination Date"	the date of expiry or termination of this Agreement howsoever arising;
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"UK GDPR"	United Kingdom General Data Protection Regulation;
"VAT"	Value added tax;
"Warranties"	the representations and warranties set out in Schedule 2; and "Warranty" shall be construed accordingly;
"Working Day"	any day other than a Saturday, Sunday or public holiday in Wales.

- 1.2 words and expressions (including words and expressions defined in clause 1.1) in the singular shall include the plural and vice versa; references to a "party" or the "parties" shall mean S4C and/or the Company as the context requires; references to any gender shall include every gender; references to a person shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality) and any combinations of any one or more of the foregoing;
- 1.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement; references to Schedules and clauses are to schedules to, and clauses of, this Agreement and references to sub-clauses are to sub-clauses of the clause in which the reference appears;
- 1.4 a reference to any statute or statutory provision shall include any subordinate legislation made thereunder and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be amended, modified or re-enacted (with or without modification);
- 1.5 the words "include" or "including" shall be construed and interpreted without limitation;
- 1.6 the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.7 in case of any conflict between this Agreement and the Policies the terms of this Agreement shall take precedence; and
- 1.8 time shall be of the essence in respect of the Company's obligations hereunder.

2. The Services

- 2.1 S4C hereby engages the Company and the Company agrees to provide the Services from the Effective Date for the duration of the Term on the terms and conditions set out in this Agreement unless and until this Agreement is terminated by either party in accordance with its terms or otherwise expires.
- 2.2 In performing its obligations under this Agreement, the Company shall and shall procure that the Staff shall at all times during the Term comply with all Applicable Laws, Policies and all reasonable instructions and directions of S4C from time to time.

- 2.3 The Company shall ensure that the Staff shall at all times provide the Services in a professional, courteous, timely, conscientious, and effective manner and in accordance with the standards required by S4C.
- 2.4 The Company shall ensure that all relevant Staff shall at all times have a clear, accurate and up to date knowledge of the S4C Services, and any New S4C Service and their relevant output, the Policies and the Applicable Laws.
- 2.5 Where requested by S4C, the Company shall promote and raise awareness of the Services and S4C's access services in general by attending events specified by S4C from time to time and cooperating with S4C in other publicity in connection with the Services.
- 2.6 The Company shall not and shall ensure that the Staff does not represent S4C's corporate responsibility on any matter. The Company shall ensure that the Services are not regarded by the public as S4C's method of communicating its policy or business plan, but that it is a service that compliments the Policies.
- 2.7 The Company shall not and shall ensure that the Staff do not communicate with the press or make any statements on financial or constitutional matters relating in any way to S4C or its Group Companies or the S4C Services or any New S4C Service.
- 2.8 The Company shall not enter into any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations to S4C under this Agreement.
- 2.9 The Company shall immediately notify S4C in writing if it is for any reason unable to perform any of its obligations under this Agreement. Any such notification shall be without prejudice to any rights which S4C may have whether under this Agreement or otherwise at law in respect of such inability of the Company to perform any of its obligations.
- 2.10 The Company shall comply with the principles of S4C's Diversity and Equality Policy (as published on the S4C Authority page of the S4C website).
- 2.11 The Company shall and shall ensure that all Staff shall at all times during the Term act in S4C's best interests and in particular and without limitation shall not do or omit to do anything or enter into any agreements with any person which may conflict with S4C's best interests, adversely impact on S4C's goodwill or reputation and/or the Company's obligations under this Agreement.

2A. Technology and Software Statement

- 2A.1 Prior to the commencement of the Service, and without prejudice to clauses 25 and 26 of this Agreement, the Company shall provide to S4C a technology, software, artificial intelligence and data processing statement ("the Statement"). The Statement must identify all material software, platforms, hosted services, automation and internally developed tools proposed for the Service. For each, the Statement should state its purpose, provider or legal owner, whether it is third-party or in-house, and the licensing and support arrangements.
- 2A.2 The Statement should disclose any use of artificial intelligence (AI) or machine learning, including AI embedded in third-party software, the provider or model, S4C information supplied, human review, and whether information is retained or used for training or service improvement.

- 2A.3 The Statement should identify any S4C content, metadata, personal data or confidential information transferred to, accessed by, stored in or processed by another system or third party, including the recipient or sub-processor, purpose, processing location, retention and deletion arrangements, and safeguards.
- 2A.4 For in-house software, the Statement should state its ownership, material third-party dependencies, planned or reasonably anticipated developments relevant to the Service, who will own them, and S4C's licence, access and continuity rights during and after the Term.
- 2A.5 The Statement should expressly state if no AI or external processing is proposed.
- 2A.6 The Statement should be kept under review throughout the Term and amended when relevant. S4C should be notified of any amendments immediately.

3. Welsh Language Standards

- 3.1 To the extent that they are relevant to the provision of the Services, the Company shall comply with the Welsh Language (Wales) Measure 2011 and the standards with which S4C is liable to comply in accordance with the S4C Compliance Notice, as if the Company were S4C.
- 3.2 Where the Company contacts members of the public in connection with the Services, the Company shall do so bilingually (in Welsh and English) or in Welsh only as appropriate.
- 3.3 The Company shall report to S4C on a [monthly] [quarterly] [bi-annual] basis by providing the following information in writing: any complaints of difficulties indicated by Service users or staff of the Company in delivering the Services in compliance with Welsh language obligations during the report period.

4. Editorial Control

- 4.1 S4C shall have editorial control over the Product of the Services, and the Company agrees to provide the Services in accordance with S4C's specific directions. Where S4C is required to make material decisions that will have a significant effect on the Company, S4C will give fair consideration to the views of the Company. All material decisions in relation to the delivery of the Services shall be made by the Company and S4C jointly taking into consideration any additional costs arising from such decision, but in the case of any dispute S4C's decision shall be final and the Company will be required to comply with that decision.
- 4.2 The Company acknowledges that the broadcast of any Product of the Services or the use of any element of the Services by or on behalf of S4C shall be without prejudice to any claims that S4C may have whether under this Agreement or at law and shall not be deemed to be an acceptance or acknowledgement or admission by S4C that such Product of the Services or element of the Services complies with the provisions of this Agreement or that the Company has complied with its obligations under this Agreement.
- 4.3 Any exercise by S4C of its editorial control or any approval in accordance with the Communications Procedure or this clause 4 shall not be construed or interpreted as limiting the Company's responsibility to produce the Product of the Services, deliver the Delivery Materials or to provide the Services in accordance with the requirements of this Agreement.

- 4.4 S4C does not guarantee to use the Product of the Services.
- 4.5 The Company shall not obtain or seek to obtain any sponsorship of the Product of the Services, the Delivery Materials or the Services without S4C's prior written consent.

5 Records and Reporting

- 5.1 The Company shall retain a detailed orderly written record of the following in the provision of the Services:
 - 5.1.1 all Delivery Materials created by the Company and of all the material broadcast by S4C;
 - 5.1.2 the number of hours of Relevant Programmes in relation to which the Services have been provided in any given month and the relevant Fee;
 - 5.1.3 *[Information to be inserted following identification of the successful bidder.]*;

6 Communications Procedure and Review Meetings

- 6.1 The Company shall communicate with S4C in accordance with the Communications Procedure throughout the Term.
- 6.2 The Company shall meet with S4C at such locations, times and dates reasonably requested by S4C from time to time during the Term to discuss any matter arising out of the provision of the Services which needs to be addressed at short notice. The Company shall use all reasonable endeavours to ensure that such Staff as may reasonably be requested by S4C shall attend such a meeting.
- 6.3 S4C and the Company shall meet shortly following the end of the first three (3) months of the Term and thereafter on a [quarterly] basis to formally review matters arising out of the delivery of the Services. The Company shall use all reasonable endeavours to ensure that such Key Personnel and Staff as may reasonably be requested by S4C shall attend each review meeting and shall provide a written report containing all information as S4C shall reasonably request in respect of the preceding [Quarter] at least ten (10) Working Days in advance of any such meeting.
- 6.4 At the review meetings S4C and the Company shall review and discuss matters arising out of delivery of the Services including but not limited to the following:
 - 6.4.1 the nature and standard of the Services and the Delivery Materials provided during the previous Quarter;
 - 6.4.2 any changes to be made to the Services and/or the Communications Procedure to improve the efficiency and effectiveness of the Services (including improvements to the staffing levels, training of Staff, software requirements);
 - 6.4.3 the style, frequency, content, delivery timescale and any other matter relating to the reports;
 - 6.4.4 the requirements of the Services for the next Quarter;

- 6.4.5 updates and timelines associated with the development of new technology to fulfill agreed development milestones;
- 6.4.6 [***details of additional matters to be discussed at review meetings to be agreed between S4C and the successful bidder based on the successful tender.***]
- 6.5 The parties will strive to agree in good faith all issues discussed. Without prejudice to the general nature of the above, following any review meeting the parties will record and confirm in writing any matters discussed and agreed that affect the Services for the remainder of the Term and the Company will implement any changes and variations to the Services, their nature and quality or the Communications Procedure agreed during any review meeting in order to improve the effectiveness of the Services for the remainder of the Term.
- 6.6 Following such review meetings, S4C shall be entitled to give the Company notice in writing:
 - 6.6.1 to confirm the Company's appointment for the remainder of the Term in accordance with the terms and conditions of this Agreement;
 - 6.6.2 to confirm the appointment for the remainder of the Term upon such revised, additional or different terms and conditions as may be agreed between the parties and confirmed in writing; or
 - 6.6.3 to terminate this Agreement immediately by notice following the first review meeting;
 - 6.6.4 to terminate this Agreement thereafter by giving three months notice.

7 Staffing

- 7.1 The Company agrees to employ or engage the services of a sufficient number of Staff with the appropriate skills and experience, that are fluent in Welsh, English [and British Sign Language] where appropriate and who are familiar or trained in the use of the technology and techniques required in the provision of the Services to ensure that the Services are provided in accordance with Good Industry Practice and the requirements of this Agreement.
- 7.2 Where required by S4C, the Company shall procure that all Staff sign a confidentiality agreement in the form set out in Schedule 6 hereof.
- 7.3 The Company shall provide all necessary training to the Staff in accordance with Good Industry Practice and shall provide training to Staff, as appropriate, relating to the S4C Services and/or New S4C Services and [*Insert details*] the recording and reporting of information as set out in the Communications Procedure, legal implications of matters arising during the provision of the Services and any other training requirements reasonably required by S4C.

8. Key Personnel

- 8.1 The Company warrants that it will ensure by agreement that the Key Personnel, including any replacements in accordance with Clause 8.4, will work a number of hours and in accordance with such a work pattern as is necessary in order to oversee the Services and ensure that every aspect of providing the Services is carried out thoroughly, effectively and promptly.

- 8.2 The Company will make every reasonable effort to ensure that Key Personnel remain employed and available to contribute to the provision of the Services throughout the Term.
- 8.3 The Company shall notify S4C in writing of any matters or circumstances which could affect the availability of the Key Personnel promptly upon becoming aware of the same.
- 8.4 If any of the Key Personnel are unavailable at any time during the Term the Company shall propose a suitable replacement to S4C in writing. No replacement for any Key Personnel shall be permitted to participate in the provision of the Services unless S4C has given its prior written approval of such replacement. If no replacement acceptable to S4C can be found, S4C shall be entitled by notice in writing to the Company to terminate this Agreement with immediate effect.
- 8.5 The Company shall promptly upon receiving written notice from S4C to do so remove or procure the removal of any member of Staff from any involvement in or with the provision of the Services whose conduct or behaviour is considered by S4C to be prejudicial to the interests, reputation or goodwill of S4C or inappropriate given the nature of the Services. The decision of S4C as to whether any member of Staff is to be so removed shall be final and conclusive. S4C shall under no circumstances have any liability to the Company or to any such member of Staff in respect of such removal and the Company shall indemnify S4C from and against any and all claims, demands, actions and/or proceedings made or brought or threatened to be made or brought against S4C by any such member of Staff (including legal costs and expenses on a solicitor own client basis) incurred in connection therewith and any damages awarded or settlement monies paid in connection therewith. The removal of any member of Staff under this clause 8.5 shall not relieve the Company of any of its obligations under this Agreement.

9. Intellectual Property

- 9.1 The Company acknowledges and agrees that, as between S4C and the Company, the legal title, the entire copyright and all other intellectual property rights in and to the Relevant Programmes, the Master Files and any other property delivered to the Company in connection with the Services is and shall always remain vested in S4C.
- 9.2 The Intellectual Property shall belong to and be the absolute property of S4C. S4C shall be free to use and to exploit (and to permit third parties to use and to exploit) the Intellectual Property in whatever form, by whatever means and on whatever media (whether known at the Effective Date or invented hereafter) and the Company hereby assigns to S4C absolutely, irrevocably and unconditionally with full title guarantee and free from Encumbrances all worldwide right, title and interest in and to any and all future copyrights, rights in the nature of copyright, database rights and UK unregistered design rights comprised within the Intellectual Property to the intent and with the effect that all such rights shall vest in S4C automatically and immediately on the date that such rights are acquired, created, developed, designed or otherwise prepared in each case for the full term thereof including all renewals thereof and extensions thereto together with all rights, benefits or powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any past or existing infringements thereof.
- 9.3 The Company irrevocably and unconditionally warrants to S4C, its successors assigns and licensees:

- 9.3.1 that all Staff have assigned and/or granted to the Company all rights and consents pursuant to the Act and all other laws now or in the future in force in any part of the world which may be required for the exploitation of the Intellectual Property in whatever form and by whatever means or media (whether now known or hereafter invented); and
- 9.3.2 that all Staff have irrevocably and unconditionally waived all their respective rights in respect of the Product of the Services to which such Staff are now or may in future be entitled pursuant to the provisions of Sections 77, 80, 84 and 85 of the Act and any other moral rights to which such Staff may be entitled under any legislation now existing or in future enacted in any part of the world.
- 9.4 The Company shall at the cost and request of S4C do all such acts and execute all such documents as S4C may from time to time require to secure or properly to vest in S4C all rights, title and interest assigned or to be assigned or to be licensed to S4C pursuant to this clause 9 and/or to secure or to obtain patent, registered design, registered trade mark and/or other protection for the Intellectual Property. The Company hereby grants to S4C an irrevocable power of attorney (which is given to secure S4C's proprietary interest and is irrevocable in accordance with Section 4 of the Powers of Attorney Act 1971) with the right but not the obligation to do any and all acts and things necessary to give full or further effect to the provisions of this Agreement and to execute all such further deeds, documents and instruments in the name of and on behalf of the Company in the event that the Company fails to do so within a period of fourteen (14) days after receipt of a relevant request from S4C.
- 9.5 The legal title in and to the the Product of the Services will pass to S4C immediately on creation. The risk in the Delivery Materials shall pass to S4C on physical delivery of the Delivery Materials to S4C.

10. Warranties

- 10.1 The Company represents, warrants and undertakes to S4C in the terms set out in Schedule 2.
- 10.2 The Company accepts that S4C enters into this Agreement in reliance upon each of the Warranties.
- 10.3 Each of the Warranties shall be construed as a separate and independent warranty and shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other provision of this Agreement.

11. Financial Matters

- 11.1 In consideration of the Services and the performance by the Company of its obligations under this Agreement and following receipt from the Company of a valid invoice S4C shall pay the Company the Fee (for each complete hour performed by the Company or a proportionate rate thereof).
- 11.2 The Fee shall be exclusive of VAT which shall be payable in addition by S4C subject to receipt of appropriate VAT invoices.
- 11.3 The Fee shall be inclusive of all costs and expenses incurred by the Company in providing the Services and S4C shall not be liable to meet any costs over and above the Fee.

- 11.4 ***[Clauses dealing with payment of the Fee to be inserted following agreement between S4C and the successful bidder taking into account the pricing and invoicing structure set out in the successful tender.]***

12. [Licence to Occupy [Subtitling Services only]

- 12.1 S4C grants to the Company a temporary licence to access the S4C Premises in common with S4C in order to provide and for the sole purpose of providing elements of the Subtitling Services. The Company shall have the right to use the S4C Premises and all utilities servicing the S4C Premises required by the Company without payment to S4C.
- 12.2 S4C grants to the Company the right to use the S4C Systems for [such periods as agreed] without payment for the sole purpose of providing the Services. Title in and ownership of the S4C Systems shall remain with S4C.
- 12.3 The Company agrees and undertakes with S4C to ensure that its Staff:
- 12.3.1 keep the S4C Premises tidy and clear of rubbish and do not obstruct the S4C Premises;
 - 12.3.2 do not make any alteration or addition to the S4C Premises without S4C's prior written consent;
 - 12.3.3 do not display any advertisement, signboards, posters, signs or notices at the S4C Premises without the prior written consent of S4C;
 - 12.3.4 do not do or permit to be done on the S4C Premises or anywhere else at S4C's property anything which is illegal or which may become a nuisance, damage or disturbance to S4C or its other tenants; and
 - 12.3.5 observe the rules and regulations S4C makes and notifies to the Company from time to time governing the Company's use of the S4C Premises and S4C Systems including the Premises Policies.
- 12.4 If any of the Company's Staff breaches any Premises Policies or any of the undertakings at 12.3 above, S4C may temporarily refuse to grant access to such Staff to the S4C Premises and/or S4C Systems and remove a member of Staff from S4C Premises temporarily where the relevant Staff has committed an act or omission of gross misconduct in accordance with the terms of the Premises Policies or where continued access by the relevant Staff would adversely affect the integrity and/or safety of the S4C Systems and/or the S4C Premises, provided that the Company shall be informed and consulted before temporary action is taken unless S4C, acting reasonably, believes that action cannot be delayed and must be taken immediately. S4C shall cease such temporary restriction to Staff where the Company informs S4C that appropriate disciplinary and/or managerial action has been taken, unless S4C reasonably believes that such restrictions should remain in place to preserve the integrity and/or safety of the S4C Systems and/or the S4C Premises. Any permanent refusal to grant access to the S4C Premises and/or S4C Systems (e.g. where the relevant Staff has committed an act or omission of gross misconduct, gross negligence or serious/manifest error or fundamental/material breach of the Premises Policies or where continued access by the relevant Staff would adversely affect the integrity and/or safety and/or security of the S4C Systems and/or the S4C Premises) shall be exercisable by S4C in accordance with clause 8.5.

- 12.5 S4C shall clean and maintain the S4C Premises as a safe place of work compliant with all relevant health and safety regulations and all Applicable Laws. S4C shall ensure that the Staff have the same access as S4C staff to any refreshment facilities available at the S4C Premises.
- 12.6 No relationship of landlord and tenant shall be created between S4C and the Company by this Agreement and each party acknowledges that S4C retains control, possession and management of the S4C Premises and the Company shall have no right to exclude S4C from any part of the S4C Premises.

13. Indemnity

The Company shall indemnify and hold harmless and keep indemnified and held harmless S4C on demand from and against any and all actions, claims, demands, proceedings, fines, costs, expenses (including legal expenses on a solicitor own client basis), charges, losses, damages and other liabilities of whatsoever nature and howsoever suffered, incurred or sustained by S4C as a result of or in connection with the performance or non-performance by the Company of any of its obligations under this Agreement or breach by the Company of any of the Warranties [or any of its undertakings as contained in clause 12.3] or any negligence or wilful act or omission on the part of the Company or any member of Staff or any claim by any person that the use or exploitation by S4C or any of its successors, assigns or licensees of the Intellectual Property infringes the rights of any person.

14. Insurance

- 14.1 Prior to delivery of the Services, the Company undertakes to effect suitable insurance policies with reputable insurance companies or underwriters against all risks normally insured against in accordance with industry custom and practice and the specific circumstances of the Services for the duration of the Term and for a period of [*insert figure*] years after termination or expiry of this Agreement. Without prejudice to the generality of the foregoing such insurance shall include adequate public liability insurance cover with a reputable insurance company to a minimum indemnity limit of £5,000,000 per claim, unlimited in aggregate, adequate professional indemnity insurance cover with a reputable insurance company to a minimum indemnity limit of £5,000,000 per claim, unlimited in aggregate per annum, and adequate cyber liability insurance cover with a reputable insurance company to a minimum indemnity limit of £5,000,000 per claim, unlimited in aggregate per annum.
- 14.2 The Company undertakes to comply with the terms, conditions and limitations of the Insurance Policies throughout the Term, including prompt payment of all premiums, and that it will not do, or omit to do, anything to vitiate either in whole or in part any of the Insurance Policies.
- 14.3 The Company shall promptly on request provide S4C with full information and documentation relating to all Insurance Policies and all modifications additions and extensions of such Insurance Policies.
- 14.4 The Company shall forthwith advise S4C in writing of the happening of any event which might give rise to a claim under any of the Insurance Policies and which may prevent the Company from complying with its contractual responsibilities under this Agreement. The Company shall provide S4C with copies of all correspondence and documentation relating to any such matter immediately on receipt.

14A. Cybersecurity Certification

- 14A.1 The Company shall hold and maintain, throughout the term of this Agreement, a valid cybersecurity certification recommended by the UK National Cyber Security Centre (NCSC), which shall include, as a minimum, Cyber Essentials or Cyber Essentials Plus, being the NCSC-recommended baseline standard for cybersecurity for all organisations, and shall provide S4C with written evidence of such certification upon request.
- 14A.2 The Company shall notify S4C in writing as soon as reasonably practicable upon becoming aware of any lapse, suspension, or withdrawal of any certification required under clause 14A.1, and shall take all reasonable steps to reinstate or replace the relevant certification within a reasonable period, during which the Company shall implement and maintain technical and organisational measures that provide an equivalent level of security.

15. Termination

- 15.1 S4C may at any time by notice in writing to the Company terminate this Agreement if:
- 15.1.1 the Company is in material breach of any of its obligations under this Agreement which (a) is incapable of remedy; or (b) if capable of remedy is not remedied within seven (7) days of S4C bringing such breach to the Company's attention (or such longer period as S4C may agree); or
- 15.1.2 any of the following occurs:
- (a) the presentation of a petition, or the convening of a meeting for the purpose of considering a resolution, for the winding up or dissolution of, the passing of any resolution for the winding up or dissolution of, or the making of a winding up order against or order for the dissolution of the Company;
 - (b) the appointment of a receiver, administrative receiver, receiver and manager, administrator, sequestrator or similar officer over all or any of the assets or undertaking of the Company, the making of an administration application, or the making of an administration order or presentation of an administration petition, in relation to the Company;
 - (c) the proposal of, application for or entry into of a compromise or arrangement or voluntary arrangement, or any other scheme, composition or arrangement in satisfaction or composition of any of its debts or other arrangement for the benefit of its creditors generally, by the Company with any of its creditors (or any class of them) or any of its members (or any class of them) or the taking by the Company of any action in relation to any of the same or the filing of any documentation for the purpose of obtaining a moratorium pursuant to section 1A and paragraph 7 of schedule A1 of the Insolvency Act 1986 in relation to the Company;
 - (d) the taking by any creditor (whether or not a secured creditor) of possession of, or the levying of distress or enforcement or some other process upon, all or part of the property, assets or undertaking of the Company;
 - (e) the deemed inability of the Company to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (with the words

"proved to the satisfaction of the court" seemed to be omitted from that section for these purposes);

- (f) the suspension of payment of debts by the Company or the inability or admission of inability of the Company to pay its debts as they fall due;
- (g) the ceasing by the Company to carry on the whole or a substantial part of its business;
- (h) in the case of an individual or partnership, the presentation of a petition for bankruptcy, or the making of a bankruptcy order, in respect of the Company, the occurrence of circumstances in respect of the Company which would enable the presentation of a bankruptcy petition under Part IX of the Insolvency Act 1986 or the making of an application for an interim order or the making of an interim order under section 252 of the Insolvency Act 1986 in relation to the Company, or, where the Company is a partnership, the occurrence of any of the foregoing events in relation to any individual partner in the partnership; or
- (i) the occurrence of an event or circumstance in relation to the Company similar to any of those referred to in paragraphs (a) to (h) above in any jurisdiction other than England and Wales; or

15.1.3 there is a change of control (as 'control' is defined in Section 1124 of the Corporation Tax Act 2010) of the Company.

- 15.2 S4C shall be entitled to terminate this Agreement by providing to the Company at least three (3) months written notice.
- 15.3 S4C shall be entitled, at its option, to extend the Term for a period of up to 12 (twelve) months from the expiry of the Term by giving notice in writing to the Company at least one month in advance of such date. If S4C does not wish to extend this Agreement beyond the Term, this Agreement shall expire on the expiry of the Terms and the provisions of clause 16 shall apply.
- 15.4 Where S4C has exercised its option to extend the Term in accordance with Clause 15.3, S4C may decide to extend the Term for a further period of twelve (12) months from the expiry of the Term by giving notice in writing to the Company at least one month in advance of such date. If S4C does not wish to extend this Agreement beyond the Term, this Agreement shall expire on the expiry of the Term and the provisions of clause 16 shall apply.

16. Effects of Expiry or Termination

- 16.1. Upon expiry or termination of this Agreement howsoever arising and subject always to the provisions of this clause 16 all rights and obligations hereunder shall immediately cease and determine without prejudice to any rights of action then accrued hereunder including any rights which either party may have in respect of a claim for damages for breach by the other party or under any indemnity.
- 16.2. S4C's obligation to pay the Company shall be limited to such payment as is attributable to the Services actually and properly provided by the Company to the reasonable satisfaction of S4C in accordance with the terms of this Agreement up to the date of expiry or termination.

- 16.3. The Company shall immediately after the Termination Date deliver at its cost to S4C:
- 16.3.1 all property belonging to S4C in its power, possession, custody or control including the Master Files any and all S4C Confidential Information together with all copies thereof or extracts therefrom; and
 - 16.3.2 all other documentation relating to this Agreement; and
- if requested to do so by S4C, provide all such assistance as S4C may reasonably require to enable S4C or any other Company(s) appointed by S4C to complete the provision of any Services.
- 16.4. The Company acknowledges that the Company shall have no claim in respect of loss of opportunity to enhance reputation or otherwise howsoever if S4C terminates this Agreement.
- 16.5. Where this Agreement is terminated by S4C pursuant to clause 15.1.1 and the total cost (including any VAT) to S4C of completing the provision of the Services (whether in-house or via a third party) exceeds that part of the Fee that would have been payable to the Company had this Agreement not been terminated the Company shall pay to S4C on demand such sum as equals the amount of the excess.
- 16.6. The following clauses shall survive the expiry or termination of this Agreement howsoever arising: 1 (Definitions), 9 (Intellectual Property), 11 (Warranties), 13 (Indemnity), 16 (Effects of Expiry or Termination), 22 (Set off), 24 (Remedies and Waiver), 25 (Announcements and Confidentiality), 26 (Data Protection and FOIA), 28 (Construction) and Schedule 2 (Warranties).

17. TUPE Obligations on Termination

- 17.1 TUPE may apply to the expiry or termination of this Agreement, and the parties agree that in the event that TUPE does so apply, the contracts of employment of the Relevant Employees shall transfer to a Successor Company as at the Termination Date. In the event that TUPE does apply the Company shall:
- 17.1.1 ensure that all wages, salaries and other benefits including without limitation all holiday pay, payments of PAYE, national insurance contributions and pension contributions of Relevant Employees and other employees including former employees of the Company who have been engaged in the provision of the Services up to the Termination Date are satisfied;
 - 17.1.2 indemnify and keep indemnified S4C (for itself and for the benefit of any Successor Company) from and against all actions and proceedings and all liability, loss, damages, injury, claims, costs and expenses (including legal expenses) arising from any claim whatsoever by any current or former employee of the Company in respect of or in any way relating to any period prior to and including the Termination Date;
 - 17.1.3 comply with its obligations under Regulation 11 and 13 TUPE and shall indemnify S4C (for itself and for the benefit of any Successor Company) against all liability, loss, damages, injury, claims, costs and expenses (including legal expenses) as a result of or in connection with any breach by the Company of Regulation 11 and/or 13 of TUPE.

- 17.2 In the event that TUPE does apply S4C shall or shall use its reasonable endeavours to procure that any Successor Company shall be responsible for the payment of all salaries and the provision of all other benefits (together with relevant deductions) for Relevant Employees from the Termination Date and shall use reasonable endeavours to procure that any Successor Company agrees to indemnify and keep indemnified the Company from and against all actions and proceedings and all liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded or incurred by the Company arising directly or indirectly in connection with the employment or termination of employment by the Successor Company of the Relevant Employees.
- 17.3 In the event that TUPE does not apply on expiry or termination of this Agreement, the Company shall be responsible for any ongoing costs (including redundancy payments) in relation to all of its employees and shall indemnify S4C (for itself and on behalf of any Successor Company) against all direct claims, costs, demands, liabilities and expenses (including legal expenses) arising from any claim whatsoever by or on behalf of any current or former employee of the Company or person who is or has at any time been engaged in the provision of the Services prior to the Termination Date or otherwise.
- 17.4 The Company shall within a period of six (6) months prior to the expiry of this Agreement or following notification by S4C to the Company of its intention to terminate or re-tender this Agreement:
- 17.4.1 provide to S4C promptly and at no cost full and accurate details regarding the number, identity, age, sex, length of serve, job title and terms and conditions of employment, which shall include all employee liability information under Regulation 11 TUPE, in respect of and other matter affecting any person employed or engaged by the Company in the provision of the Services ("Company Assigned Employees") who it is expected, if they remain in the employment of the Company until immediately before the Termination Date, would be Relevant Employees ("Retendering Information");
- 17.4.2 notify S4C forthwith in writing of any material changes to the Retendering Information as and when such changes arise;
- 17.4.3 be precluded from making any increase or decrease in the numbers of Company Assigned Employees without the prior written consent of S4C (such consent not to be unreasonably withheld);
- 17.4.4 be precluded from transferring any of the Company Assigned Employees to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services without the prior written consent of S4C (such consent not to be unreasonably withheld); and
- 17.4.5 be precluded from making any increase in the remuneration or other change in the terms and conditions of employment of the Company Assigned Employees without the prior written consent of S4C (such consent not to be unreasonably withheld).
- 17.5 The Company shall indemnify and keep indemnified in full S4C and/or any Successor Company against all losses arising from any claim by any party as a result of the Company failing to provide or promptly to provide S4C with any Retendering Information or failing to provide full Retendering Information or as a result of any material inaccuracy in or omission from the Retendering Information.

18. Suspension and Rights of Step In

- 18.1 If S4C believes that an act or omission of the Company constitutes a breach by the Company of a material term of this Agreement or that the Company or the Staff is not capable of delivering the Services in accordance with the requirements of this Agreement or if any of the events listed in clause 15.1.2 occurs or in S4C's reasonable opinion is likely to occur then without prejudice to S4C's rights at Clause 15 (Termination), S4C may take action in accordance with clauses 18.2 and 18.3 below.
- 18.2 In the circumstances set out in clause 18.1, S4C may take such steps as it considers necessary (either itself or by engaging any other person or persons to take such steps) to mitigate or rectify such state of affairs. Such steps may include the partial or total suspension of the rights and obligations of the Company in relation to its provision of the Services under this Agreement. While S4C is exercising its rights under this clause:
- 18.2.1 the Company shall make available to S4C all facilities, equipment, data, records, information and personnel engaged in the provision of the Services; and
- 18.2.2 the Company hereby grants to S4C full authority to act with regard to such facilities, equipment, data, records, information and personnel as are referred to in sub-clause 18.2.1 above as if it were the Company.
- 18.3 If S4C exercises its rights pursuant to clause 18.2, for so long as and to the extent that the Company is prevented from providing any Services:
- 18.3.1 the Company shall be relieved of its obligations to provide such Services and S4C shall not be obliged to pay to the Company any part of the Fee payable during the period of suspension; and
- 18.3.2 S4C shall be entitled to deduct from the Fee all reasonable third party costs and expenses incurred by S4C in exercising its rights under Clause 18.2 ("Costs") PROVIDED ALWAYS THAT if such Fee has already been paid by S4C to the Company, S4C shall be entitled to recover the Costs from the Company as a debt payable by the Company to S4C.
- 18.4 At the end of any period of suspension, save where such period of suspension is ended by termination of this Agreement:
- 18.4.1 the Term shall continue but shall not be extended by the duration of the period of suspension; and
- 18.4.2 the Company and the Staff shall co-operate with S4C in order to ensure the seamless and efficient transition of the Services back to the Company.

19. Disaster Recovery

- 19.1. The Company shall ensure that appropriate contingency planning and disaster recovery arrangements are in place at all times following the Effective Date that allow for the continuing and seamless provision of the Services in accordance with the Disaster Recovery Plan.
- 19.2. The Disaster Recovery Plan shall take effect so as to avoid or minimise any interruption or disruption to the provision of the Services as a result of any loss of

or damage to or destruction of any infrastructure, non-availability of any facilities, equipment, personnel, books, accounts or physical or computer records used by the Company in the provision of the Services.

- 19.3. Upon the occurrence of any event which would otherwise materially disrupt the provision of the Services to S4C, the Company shall put its contingency arrangements into operation in order to fulfil its obligations set out in clause 19.1. Each party must notify the other as soon as it is aware that such an event has happened or becomes aware of any matters, facts or circumstances which indicate that such an event is likely to happen.

20. Assignment and Sub-Contracting

- 20.1. S4C shall be free to assign, novate, sub-contract or otherwise dispose of its rights or obligations under this Agreement and/or any part thereof and the Company shall enter into such deeds of novation in respect thereof as S4C shall reasonably require.
- 20.2. This Agreement is personal to the Company. Accordingly, the Company shall not assign, novate, sub-contract or otherwise dispose of its rights or obligations under this Agreement or any part thereof without the prior written consent of S4C which may be withheld or refused in S4C's reasonable discretion.

21. Force Majeure

- 21.1. "Force Majeure" shall mean any of the following events or circumstances: fire, flood, national calamity, riot, act of God, act of terrorism, war or armed conflict, the enactment of any act of parliament which changes S4C's status as broadcaster or any direction to S4C by Ofcom.
- 21.2. If an event of Force Majeure occurs the party affected shall notify the other party thereof in writing without delay and, to the extent that any inability to observe or perform any obligation under this Agreement results from that event of Force Majeure, performance of the obligations so affected shall be deemed to be suspended from the date of service of such notice until such inability is removed or until earlier termination of this Agreement in accordance with clause 21.3. Both parties undertake to use reasonable endeavours to minimise and reduce any period of suspension and all costs and expenses occasioned by an event of Force Majeure.
- 21.3. If an event of Force Majeure occurs and continues for a period of thirty (30) days or more S4C shall have the right to terminate this Agreement on notice in writing to the Company.

22. Set-off

S4C shall have the right to set off any and all monies due it from the Company against any amount owed by S4C to the Company whether under this Agreement or any other agreement between the parties, or as a result of any settlement or judgment under which damages or indemnity in connection with this Agreement are due, whether such debt is owed now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent. Any exercise by S4C of its rights under this clause will not prejudice any other right or remedy available to it, whether under this Agreement or otherwise.

23. Notices

- 23.1. Any notice given or made under or in connection with this Agreement shall be in writing and shall be given or made to the recipient at the address stated at the beginning of this Agreement or sent by e-mail to the recipient's e-mail address stated in clause 23.3 marked for the attention of the person named below (or such substituted person notified by the recipient to the other party from time to time).
- 23.2. Every notice addressed in accordance with the provisions of clause 23.3, shall be deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the recipient party, if sent by prepaid first class post, two (2) Working Days after the date of posting, if transmitted by e-mail at the time of transmission, provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Working Day or after 5.30pm on a Working Day, such notice shall be deemed to be given or made at 9.00am on the next Working Day.
- 23.3. S4C
- E-mail address:
Marked for the attention of: []
- The Company
- E-mail address: [.....]
Marked for the attention of: [.....]
- 23.4. Nothing in this clause 23 shall be interpreted or construed as an agreement on the part of S4C to accept service of any legal proceedings by facsimile or email.

24. Remedies and Waiver

- 24.1. No waiver by a party of any breach of any of the provisions in this Agreement shall be effective unless given in writing.
- 24.2. Failure or delay by any party in exercising any right, power or remedy of that party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any party of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 24.3. S4C's rights powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 24.4. Any waiver of any breach of or default under any terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

25. Announcements and Confidentiality

- 25.1 The Company shall use the S4C Confidential Information solely for the purposes of performing its obligations under this Agreement and subject to the provisions of clause 25.2 shall not disclose the S4C Confidential Information to any person other than in confidence and on a strictly need to know basis to the Staff and the Company shall take all such steps as S4C may reasonably require to enforce any such obligations of confidentiality against any Staff.

- 25.2 The restrictions on disclosure contained in clause 25.2 shall not apply to any information which:
- 25.2.1 is in or enters the public domain other than as a consequence of, any breach of the restrictions on disclosure by the Company or any Staff; or,
- 25.2.2 is required to be disclosed by law or by any regulatory body with whose rules the parties are required to comply provided that, to the extent it is legally permitted to do so, the Company gives S4C as much notice of such disclosure as possible.
- 25.3 On termination of this Agreement, the Company shall:
- 25.3.1 return to S4C all documents and materials (and any copies) containing, reflecting, incorporating or based on the S4C Confidential Information;
- 25.3.2 erase all S4C Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
- 25.3.3 certify in writing that it has complied with the requirements of this clause, provided that the Company may retain documents and materials containing, reflecting, incorporating or based on the S4C Confidential Information to the extent required by law or any applicable regulatory body.
- 25.4 Except as expressly stated in this Agreement, S4C makes no express or implied warranty or representation concerning the S4C Confidential Information.
- 25.5 S4C reserves all rights in the S4C Confidential Information. No rights in respect of the S4C Confidential Information other than those expressly stated in this Agreement are granted to the Company, or are to be implied from this Agreement.
- 25.6 The provisions of this clause 25 shall continue to apply after the termination of this Agreement.

26. Data Protection and FOIA

- 26.1. Prior to transferring any Personal Data to S4C, the Company shall ensure that it has an appropriate lawful basis for the transfer of the Personal Data to S4C and has ensured an appropriate lawful basis to enable S4C to process the Personal Data for the purposes of administering this Agreement, and shall notify S4C of the lawful basis relied upon. All Personal Data supplied to S4C shall be processed in compliance with S4C's data protection policy and relevant privacy notice in force from time to time.
- 26.2. Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 26.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 26.3. The parties acknowledge that for the purposes of the Data Protection Laws, S4C is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Laws). Schedule 9 sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (as defined in the Data Protection Laws, Personal Data) and categories of Data Subject.

26.4. Without prejudice to the generality of clause 26.2, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:

26.4.1 process that Personal Data only on the written instructions of S4C unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Laws). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify S4C of this before executing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying S4C;

26.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by S4C, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

26.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential, that they are reliable and understand the Company's contractual obligations to S4C;

26.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of S4C has been obtained and the following conditions are fulfilled:

26.4.4.1 S4C or the Company has provided appropriate safeguards in relation to the transfer;

26.4.4.2 the data subject has enforceable rights and effective legal remedies;

26.4.4.3 the Company complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

26.4.4.4 the Company complies with reasonable instructions notified to it in advance by S4C with respect to the processing of the Personal Data;

26.4.5 assist S4C, free of charge, to respond to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

26.4.6 notify S4C without undue delay and no later than within 24 hours on becoming aware of a Personal Data breach;

- 26.4.7 at the written direction of S4C, delete or return Personal Data and copies thereof to S4C on termination of the agreement;
- 26.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 26.4 and allow for audits by S4C or S4C's designated auditor; and
- 26.4.9 appoint a data protection officer if required to do so under the Data Protection Laws or if requested by S4C.
- 26.5. S4C does not consent to the Company appointing any third party processor of Personal Data under this agreement OR S4C consents to the Company appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business OR incorporating terms which are substantially similar to those set out in this clause 26.5. As between S4C and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 26.5.
- 26.6. S4C may, at any time on not less than 30 days' notice, revise these clauses 26.1-26.5 by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 26.7. The Company acknowledges that S4C is a public body subject to the requirements of the FOIA and the Regulations and shall assist and co-operate with S4C to enable S4C to comply with its obligations thereunder and in connection therewith the Company shall and shall procure that the Staff shall:
- 26.7.1. provide S4C with a copy of all relevant information in its possession or power in the form that S4C requires; and
- 26.7.2. provide all necessary assistance as reasonably requested by S4C to enable S4C to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Regulations
- subject to reasonable advance notice in writing by S4C to the Company (the reasonableness of the notice to be judged in the context of the statutory timeframe for the provision of the information).
- 26.8. S4C shall be responsible for determining whether the information:
- 26.8.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Regulations; or
- 26.8.2. is to be disclosed in response to a request for information, and in no event shall the Company respond directly to a request for information unless expressly authorised to do so by S4C on behalf of S4C.
- 26.9. The Company acknowledges that S4C may be obliged under the FOIA, or the Regulations to disclose information or may decide that allowing a particular request for information will serve the public interest more than rejecting the request pursuant to any applicable exemption. S4C will consult with the Company where practicable and take its views into account. Where the Company's views

conflict with S4C's legal advice nothing in this Agreement shall prevent S4C from acting in accordance with legal advice received by it.

- 26.10. The Company shall ensure that all information produced in the course of performing its obligations under this Agreement or relating to this Agreement is retained for disclosure and shall permit S4C to inspect such information as requested from time to time.

27. Prevention of Corruption and Fraud

- 27.1 The Company shall not offer or give, or agree to give, to S4C or any other public body or any person employed by or on behalf of S4C or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any improper act in relation to the obtaining or execution of the Agreement or any other contract with S4C or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.
- 27.2 The Company warrants that it has not paid commission or agreed to pay commission to S4C or any other public body or any person employed by or on behalf of S4C or any other public body in connection with the Agreement.
- 27.3 The Company shall take all reasonable steps to prevent Fraud by the Company and/or its Staff (including its shareholders, members, directors) in connection with the receipt of monies from S4C and shall notify S4C immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 27.4 If the Company, its Staff or anyone acting on the Company's behalf, engages in conduct prohibited by clauses 27.1 or 27.2 and/or commits Fraud in relation to this or any other contract with S4C, S4C may:
- 27.4.1 terminate the Agreement and recover from the Company the amount of any loss suffered by S4C resulting from such termination, including the cost reasonably incurred by S4C of making other arrangements for the supply of the Services and any additional expenditure incurred by S4C throughout the remainder of the Term; and/or
- 27.4.2 recover in full from the Company any other loss sustained by S4C in consequence of any breach of those clauses.

28. Construction

- 28.1 It is agreed that the Company enters into this Agreement and undertakes its obligations as an independent contractor and nothing in this Agreement shall imply any form of partnership or joint venture as between S4C and the Company and neither party shall hold itself out as the agent for the other party.
- 28.2 The Company undertakes and agrees that all contracts relating to the provision of the Services shall be entered into by the Company as a principal and that S4C shall not have any liability as an undisclosed principal of the Company and that the Company shall not pledge the credit of S4C or enter into any contractual arrangement on its behalf.
- 28.3 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective and such severance shall

not in any way affect any other provision of or the validity or enforceability of this Agreement.

- 28.4 With the exception of statements made fraudulently, this Agreement sets out the entire agreement between the parties hereto in connection with the subject matter hereof and supersede all prior agreements and undertakings relating to the provision of the Services and no party has relied upon any representation save for a representation expressly set out in this Agreement.
- 28.5 This Agreement does not create or confer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to this Agreement.
- 28.6 No variation to this Agreement shall have any force or effect unless in writing and signed by duly authorised representatives of the parties.
- 28.7 This Agreement shall be construed as agreements made in Wales and subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNED by a duly authorised
signatory for and on behalf
of **S4C**

Signature.....

Name

SIGNED by a duly authorised
signatory for and on behalf
of **S4C**

Signature.....

Name

Signed and delivered as a deed
by **[THE COMPANY]**
acting by its authorised signatory:

SIGNED BY

NAME

Date

In the presence of: (witness)

Name:

Address:.....

Occupation.....

SCHEDULE 1

SERVICES

[The details of the description of each of the Services that could be included under the Agreement are set out below. The details of the final Agreement(s) shall be agreed between S4C and the successful bidder based on the requirements of the Invitation to Tender document and the tender submission of the successful bidder.]

PART A – LOT 1

S4C Subtitling Service

1. Definitions

- 1.1 In this Schedule 1 Part A the following words and phrases will have the following meanings unless the context otherwise requires:

"English Subtitles"	English language subtitles for the Relevant Programmes, being subtitles including a summary in the English language of the dialogue and/or commentary and any other significant sounds occurring during the Relevant Programmes;
"General Programmes"	such S4C programmes broadcast within peak hours and programmes aimed at Welsh learners as specified by S4C, excluding programmes produced by the BBC and certain live magazine programmes such as 'Prynhawn Da' and 'Heno';
"Live Programmes"	television programmes that are broadcast simultaneously with the events that they are reflecting and that have not been pre-recorded;
"Relevant Programmes"	such programmes(s) that S4C selects from time to time during the Term as notified to the Company.
"Subtitles to be Burnt"	the subtitles files (in English or Welsh) selected by S4C to be 'burnt in' (BIST) to Relevant Programmes, which may be different to the original programme for which the subtitles were originally created (i.e. an 'omnibus' version of several original programmes);
"Subtitles to be Loaded"	the subtitles files for such of the Relevant Programmes to be loaded as notified to the Company by S4C;
"Welsh Subtitles"	Welsh language subtitles for the Relevant Programmes, being subtitles including a summary in the Welsh language of the dialogue and/or commentary and any other significant sounds occurring during the Relevant Programmes.

2. Subtitling Services

- 2.1 The Company shall produce and deliver to S4C:
- a) the English Subtitles for such of the General Programmes and Live Programmes as specified by S4C; and
 - b) the Welsh Subtitles for such of the Relevant Programmes as specified by S4C in accordance with the requirements of S4C.
- 2.2 The Company shall ensure that the English Subtitles enable the deaf and hard of hearing, non-Welsh speaking viewers and Welsh learners to follow and enjoy the Relevant Programmes.
- 2.3 The Company shall ensure that the Welsh Subtitles enables the deaf and hard of hearing, more advanced Welsh learners and those who consider their Welsh to be uncertain to follow and enjoy the Relevant Programmes.
- 2.4 Without prejudice to the general nature of the above, the Company acknowledges and agrees that it shall be the Company's sole responsibility to ensure the following in relation to the Subtitling Service:
- 2.4.1 engaging suitable subtitlers to translate (where relevant) and subtitle the dialogue and/or commentary and any other significant sounds that occur during the Relevant Programmes;
 - 2.4.2 the writing or composing of scripts or notes from the dialogue and/or commentary and any other significant sounds that occur during the Relevant Programmes;
 - 2.4.3 preparing, recording and making all necessary arrangements for the production of the English Subtitles and Welsh Subtitles;
 - 2.4.4 ensuring the English Subtitles and Welsh Subtitles are appropriate to the genre, tone and nature of each of the Relevant Programmes and that the English Subtitles and Welsh Subtitles do not omit what is said on-screen;
 - 2.4.5 ensuring appropriate subtitling equipment and all equipment and Staff required in order to create the English Subtitles and Welsh Subtitles;
 - 2.4.6 delivering the Delivery Materials to S4C in accordance with the requirements of S4C; and
 - 2.4.7 all other work required in order establish, maintain and provide the Subtitling Service in accordance with the provisions of this Agreement.
- 2.5 In respect of the English Subtitles for the Live Programmes, the Company shall be responsible for making all relevant arrangements, including adequate staffing and technical arrangements, to enable the transmission of the English Subtitles simultaneously with the transmission of the Live Programme during and throughout the Term. Such arrangements may include contacting and working effectively with the relevant production companies.

- 2.6 The Company shall ensure that the language used within the English Subtitles and Welsh Subtitles varies between spoken language, simple language and formal language depending on the nature of the Relevant Programmes.
- 2.7 The Company shall ensure that the English Subtitles and Welsh Subtitles offer a sensible interpretation of the content of the Relevant Programmes and are accurately timed in relation to the dialogue and/or action taking place within the Relevant Programmes.
- 2.8 The Company shall ensure that the English Subtitles for Live Programmes are 'captured' in .stl file format or such other format as required by S4C, to enable the subtitles to be included on S4C's catch-up services, in repeat broadcasts and as part of a wider offering.

3. General Obligations

- 3.1 The Company acknowledges that S4C requires certain programmes to be transmitted with burnt in subtitles on-screen (BIST), such as the 'Pobol y Cwm' omnibus programme produced by the BBC, certain repeats of Sunday night dramas and repeats of 'Rownd a Rownd'. The Company shall be responsible for adapting the Subtitles to be Burnt for BIST creation in accordance with the requirements of S4C.
- 3.2 The Company shall ensure that the BIST enable non-Welsh speaking viewers to follow and enjoy the Relevant Programmes.
- 3.3 The Company shall:
 - 3.3.1 carry out a basic linguistic and technical check of the Subtitles to be Burnt in accordance with S4C's reasonable requirements and directions;
 - 3.3.2 prepare, record and make all necessary arrangements for the production of the BIST files in accordance with the requirements of S4C; and
 - 3.3.3 work with the BBC's MCR department to enable the 'burning in' of the Subtitles to be Burnt onto the Relevant Programmes in accordance with the requirements of S4C.
- 3.4 The Company shall keep in regular contact with S4C's subtitling team and the S4C Representative during production of the English Subtitles and Welsh Subtitles and after delivery of the Delivery Materials to S4C, and the Company shall cooperate with S4C as required throughout the Term.
- 3.5 The Company shall provide all other services and obligations that can be expected from an organisation which specialises in providing a subtitling service or that S4C may reasonably require the Company to provide in accordance with the requirements of the Agreement.

4. Relevant Programmes

- 4.1 The Company acknowledges and agrees that S4C shall be responsible for selecting the number and details of the Relevant Programmes to be subtitled, adapted for 'burnt in' subtitling and loaded during the Term. S4C will communicate the number and details of the Relevant Programmes to the Company on a monthly basis during the Term.

- 4.2 The Company agrees to provide the Services in respect of the Relevant Programmes notified to it from time to time during the Term. The Company acknowledges that the number of Relevant Programmes may vary each week.

5. S4C Materials

- 5.1 S4C shall provide or shall ensure that the Relevant Programmes' producers provide to the Company the Master Files of the Relevant Programmes (other than Live Programmes) as MPEG files via a file transfer or equivalent service.
- 5.2 The Company acknowledges that S4C may require the Company to deliver the Delivery Materials to S4C at short notice. In such circumstances, the Company will be required to react flexibly to ensure delivery of the Delivery Material to S4C by the delivery date.
- 5.3 In relation to any Relevant Programme that is a Live Programme, S4C shall provide or shall ensure that the Relevant Programme's producer shall provide a video feed to the Live Programme to the Company.
- 5.4 In relation to any Relevant Programme that is a Live Programme, S4C shall make reasonable efforts to ensure that the producers of such Relevant Programmes provide to the Company in advance edited items which shall form part of the Relevant Programme as soon as practicable prior to the Relevant Programme's transmission time.
- 5.5 In relation to any Relevant Programme that is a Live Programme, the Company will cooperate with S4C to ensure suitable procedures for communicating with the Relevant Programme's production company as soon as possible prior to the transmission time of the Relevant Programme.
- 5.6 The Company shall inform S4C immediately if it does not receive any one or more of the Master Files or other necessary materials from S4C or any third party by its anticipated delivery date.
- 5.7 The Company shall be responsible for keeping safe and secure the Master Files and all other items and equipment delivered to the Company in connection with the Services. The Company shall return to S4C or destroy the Master Files and any other materials delivered to the Company, following delivery of the Delivery Materials for that Relevant Programme to S4C.

6. Delivery Requirements

- 6.1 The Delivery Materials are:
- a) the English Subtitles for General Programmes in .stl file format;
 - b) the Welsh Subtitles in .stl file format;
 - c) the English Subtitles for Live Programmes via TCP/IP link;
 - d) the captured English Subtitles for Live Programmes in .stl file format;
 - e) the burnt in subtitles file in .stl file format;

- 6.2 The Company shall discuss and agree a delivery timetable for the Delivery Materials with the S4C subtitling team. The Company shall deliver to S4C the Delivery Materials by its agreed delivery date.
- 6.3 The Company shall ensure that the Subtitles to be Loaded have been loaded on the Loading System by the relevant delivery date.
- 6.4 The Company shall load the Subtitles to be Loaded to the Loading System ensuring that they are correct and suitable for S4C's subtitling transmission systems and can be transmitted continuously without any defects, errors or imperfections.
- 6.5 The Company shall link all Subtitles to be Loaded to S4C's Broadcast Station Management system (BSM).
- 6.6 The Company shall electronically archive the Subtitles to be Loaded after reviewing and linking them to S4C's Broadcast Station Management system (BSM) on S4C's archiving system.
- 6.7 In the event that the Company is not able to meet the delivery schedule for the Delivery Materials, the Company shall immediately inform S4C providing a full explanation.
- 6.8 In the event that the Company delivers the Delivery Materials late, the Company shall re-imburse S4C for any additional costs incurred by S4C as a result of the delay including re-imbursing to S4C any S4C staff overtime (whether they are employees or freelance staff) or any third party staff costs incurred.

7. Location

- 7.1 The Company shall be required to deliver elements of the Subtitling Services from the S4C Premises.

8. Equipment and S4C Systems

- 8.1 The Company will ensure that it has appropriate and effective equipment to produce the subtitles and that it has robust and reliable internet access, with full technical support to accept the Relevant Programmes and to deliver the Delivery Materials in accordance with S4C's delivery requirements from time to time during the Term.
- 8.2 [details to be completed following the tender.]

9. Quality Assurance

- 9.1 The Company shall ensure spelling and grammar within the English Subtitles on General Programmes and Welsh Subtitles is of 100% accuracy.
- 9.2 The Company shall ensure high standards for the Services by [**details to be included from the responses to the tender**].
- 9.3 The Company shall have appropriate management systems in place, including an internal review process with regard to language, subtitling technique, expression and meaning, to ensure seamless Subtitles of consistently high standard without any errors or spelling mistakes.

PART B – LOT 2

Audio Description Service

1. Definitions

- 1.1 In this Schedule 1 Part B the following words and phrases will have the following meanings unless the context otherwise requires:

“Audio Description Material” Welsh language audio description sound tracks for each of the Relevant Programmes;

“Relevant Programmes” such programmes(s) that S4C selects from time to time during the Term as notified to the Company.

2. Services

- 2.1 The Company shall provide a comprehensive Welsh language audio-description service to S4C and shall deliver to S4C the Audio Description Material in accordance with the requirements of S4C.
- 2.2 The Company shall ensure that the Audio Description Material enables the blind, partially sighted and visually impaired viewers to follow and enjoy the Relevant Programmes.
- 2.3 The Audio Description Material shall consist of oral commentary to fill periods where there is no dialogue during the Relevant Programmes. The commentary shall describe the plot and/or content of the Relevant Programmes including, without limitation, descriptions of action sequences, body language, costumes and scenes.
- 2.4 The Company shall ensure that one narrator narrates the entirety of a Relevant Programme, and where the Relevant Programme is a series, the entire series. The Company shall ensure that the narrator is suitable for the genre and nature of the Relevant Programme.
- 2.5 The Company shall ensure a variety of different narrators for different Relevant Programmes.
- 2.6 The Company shall ensure that the script and narration contained within the Audio Description Material in relation to each Relevant Programme is of the highest standard and is grammatically and linguistically correct.
- 2.7 The Company acknowledges and agrees that it shall be the Company’s sole responsibility to ensure the following in relation to the Audio Description Services:
- 2.7.1 the writing or composing of scripts or notes from the dialogue and/or commentary and any other significant sounds that occur during the Relevant Programmes;
- 2.7.2 engaging appropriate narrators to convey the audio description;
- 2.7.3 ensuring that the Audio Description Material is appropriate to the genre, tone and nature of each of the Relevant Programmes;

- 2.7.4 preparing, recording and making all necessary arrangements for the production of the Audio Description Material for each Relevant Programme;
 - 2.7.5 delivering the Delivery Materials to S4C in accordance with the requirements of S4C; and
 - 2.7.6 all other work required in order to provide the Service and produce the Audio Description Material in accordance with the provisions of this Agreement.
- 2.8 The Company shall provide all other services and obligations that can be expected from an organisation which specialises in providing audio description services or that S4C may reasonably require the Company to provide in accordance with the requirements of the Services.

3. Relevant Programmes

- 3.1 The Company acknowledges and agrees that S4C shall be responsible for selecting the number and details of the Relevant Programmes to be audio described. S4C shall notify the Company of the Relevant Programmes on a monthly basis.
- 3.2 The Company agrees to provide the Services in respect of the Relevant Programmes notified to it from time to time during the Term. The Company acknowledges that the number of Relevant Programmes may vary each month, and in particular the number of hours of Relevant Programmes may be much lower during summer months and may be higher around the Christmas period.

4. Delivery Requirements

- 4.1 The Delivery Materials are: the Audio Description Material in .WAV file format.
- 4.2 S4C shall deliver the Master Files to the Company in mp4 file format with BITC (burnt in time code).
- 4.3 S4C will make reasonable efforts to provide to the Company the Master Files as soon as possible before the relevant delivery date.
- 4.4 The Company shall inform S4C immediately if it does not receive any one or more of the Master Files or the necessary materials from S4C or any third party by its anticipated delivery date.
- 4.5 The Company shall deliver to S4C the Delivery Materials by its relevant delivery date.
- 4.6 The Company shall keep a copy of the audio description WAV file for a period of six month from delivery to S4C.
- 4.7 The Company acknowledges that from time to time, S4C may not be able to deliver the Master Files to the Company within the timeframe noted at paragraph 4.3 above and may require the Company to deliver the Delivery Material to S4C at short notice. In such circumstances, the Company will react flexibly to ensure delivery of the Delivery Material to S4C by its relevant delivery date.

- 4.8 In the event that the Company is not able to meet the delivery schedule for the Delivery Materials, the Company shall immediately inform S4C providing a full explanation.
- 4.9 In the event that the Company delivers the Delivery Materials late, the Company shall re-imburse S4C for any additional costs incurred by S4C as a result of the delay including re-imbursing to S4C any S4C staff overtime (whether they are employees or freelance staff) or any third party staff costs incurred.
- 4.10 The Company shall be responsible for insuring and keeping safe and secure the Master Files and all other items and equipment delivered to the Company in connection with the Services. The Company shall return to S4C or destroy the Master Files and any other equipment or materials delivered to the Company, following delivery of the Delivery Materials for that Relevant Programme to S4C.

5. Equipment

- 5.1 It shall be the Company's responsibility to ensure it has all appropriate and effective equipment and tools required for the provision of the Audio Description Services.
- 5.2 [to be completed]

6. Technical Requirements

- 6.1 The Company shall ensure that the Audio Description Material complies with the S4C Technical Guidelines (available on the S4C production website):
<https://www.s4c.cymru/en/production/page/guidelines>
- 6.2 Without prejudice to the generality of the above, the Company shall ensure the following in relation to the Audio Description Material:
 - a) the Audio description is on track 1
 - b) Pan and fade bytes on track 2

7. Quality Assurance

- 7.1 The Company shall ensure that it maintains high standards of the Service by ensuring the Audio Description Material undergoes a thorough internal verification procedure before delivery to S4C and [**details to be included from the responses to the tender**].

PART C – LOT 3

On-Screen Signing Service

1. Definitions

- 1.1 In this Schedule 1 Part C the following words and phrases will have the following meanings unless the context otherwise requires:

"Language"	British Sign Language (also known as BSL) incorporating Welsh regional dialect signs as appropriate;
"Relevant Programmes"	such programmes(s) that S4C selects from time to time during the Term as notified to the Company;
"Signing Master"	the master file/finished copy of the Relevant Programmes upon which the Video Material has been superimposed in such format and otherwise in accordance with the Delivery Requirements;
"Video Material"	the video material featuring the interpreter conveying in the Language the dialogue and sounds occurring during the Relevant Programmes and which is ancillary to and intended to assist deaf viewers to follow and enjoy the Relevant Programmes.

2. Services

- 2.1 The Company shall provide a comprehensive on-screen signing service to S4C and shall deliver to S4C the Signing Masters in the Language in accordance with the requirements of S4C.
- 2.2 The Company shall ensure that the Signing Masters enable deaf viewers to follow and enjoy the Relevant Programmes.
- 2.3 The Company acknowledges and agrees that it shall be the Company's sole responsibility to ensure the following in relation to the Services:
- 2.3.1 the writing or composing of scripts or notes from the dialogue and/or commentary and any other significant sounds that occur during the appropriate Relevant Programmes in the Language;
 - 2.3.2 engaging the appropriate interpreters to convey the dialogue and sounds occurring during the Relevant Programmes in the Language;
 - 2.3.3 producing, recording and making all necessary arrangements for the production of the Video Material for each of the Relevant Programmes;
 - 2.3.4 ensuring that the Video Material is appropriate to the genre, tone and nature of each of the Relevant Programmes;

- 2.3.5 incorporating the Video Material or laying the Video Material back into or on the Master Files to produce the Signing Masters and delivering the Signing Masters to S4C in accordance with the requirements of S4C;
- 2.3.6 all other work required in order to provide the Service and produce the Signing Masters in accordance with the provisions of this Agreement.
- 2.4 The Company shall ensure that the Signing Masters depict the interpreter's image on the right-hand side of the screen and that the interpreter shall not occupy more than one sixth of the screen.
- 2.5 The Company shall ensure that the interpreter uses suitable techniques to highlight who is talking and draws attention to significant sound effects within the Relevant Programmes as appropriate.
- 2.6 The Company shall provide all other services and obligations that can be expected from an organisation which specialises in providing on-screen signing services or that S4C may reasonably require the Company to provide.

3. Relevant Programmes

- 3.1 The Company acknowledges and agrees that S4C shall be responsible for selecting the number and details of the Relevant Programmes to be signed. S4C shall notify the Company of the Relevant Programmes on a monthly basis.
- 3.2 The Company agrees to provide the Services in respect of the Relevant Programmes notified to it from time to time during the Term.

4. Delivery Requirements

- 4.1 The Delivery Materials are: the Signing Masters in AS11 file format.
- 4.2 S4C deliver to the Company the Master Files in AS11 file format or such other format used by S4C during the Term, along with a subtitles file for the Relevant Programme in .stl format or such other formats used by S4C during the Term.
- 4.3 S4C will make reasonable efforts to provide to the Company the Master Files as soon as possible before the relevant delivery date.
- 4.4 The Company shall inform S4C immediately if it does not receive any one or more of the Master Files or the necessary materials either from the Relevant Programme's producer, S4C or any third party by its anticipated delivery date.
- 4.5 The Company shall deliver to S4C the Delivery Materials by its relevant delivery date.
- 4.6 The Company acknowledges that from time to time, S4C may require the Company to deliver the Delivery Materials to S4C at short notice. In such circumstances, the Company will react flexibly to ensure delivery of the Delivery Materials to S4C by its relevant delivery date.
- 4.7 In the event that the Company is not able to meet the delivery schedule for the Delivery Materials, the Company shall immediately inform S4C providing a full explanation.

- 4.8 In the event that the Company delivers the Delivery Materials late, the Company shall re-imburse S4C for any additional costs incurred by S4C as a result of the delay including re-imbursing to S4C any S4C staff overtime (whether they are employees or freelance staff) or any third party staff costs incurred.
- 4.9 The Company shall be responsible for insuring and keeping safe and secure the Master Files and all other items and equipment delivered to the Company in connection with the Services. The Company shall return to S4C or destroy the Master Files, and any other equipment or materials delivered to the Company, following delivery of the Delivery Materials for that Relevant Programme to S4C.
- 4.10 The Company shall be responsible for keeping a copy of the signed interpretation for a period of six months from delivery to S4C.

5 Equipment

- 5.1 [to be completed following the tender]

It shall be the Company's responsibility to ensure it has all appropriate and effective equipment and tools required for the provision of the Services including without limitation HD broadcast-quality studio facilities and equipment.

6 Technical Requirements

- 6.1 The Company shall ensure that the Signing Masters comply with the S4C Technical Guidelines as available on the S4C production website: <https://www.s4c.cymru/en/production/page/guidelines>
- 6.2 [To be completed following the tender]

7 Quality Assurance

- 7.1 The Company shall ensure that it maintains high standards of the Service by **[details to be included from the responses to the tender]**.

SCHEDULE 2

WARRANTIES

[Note: Warranties which are specific to limited companies may require amendment according to the legal status of the Company.]

1. The Company represents, warrants and undertakes to S4C as follows:
 - a) it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
 - b) it has the power, to enter into and to exercise its rights and to perform its obligations under this Agreement;
 - c) the execution, delivery and performance by it of this Agreement does not contravene any provision of:
 - (i) the Memorandum and Articles of Association of the Company;
 - (ii) any order or decree of any court or arbitrator; or
 - (iii) any obligation which is binding upon the Company or upon any of its assets or revenues;
 - d) the information, representations and other matters of fact committed in writing to S4C by the Company in connection with or arising out of its tender were, at the date on which the same were given to S4C, true and complete in all material respects and the Company shall inform S4C immediately if such information ceases to be true and complete;
 - e) no claim is presently being assessed and no litigation, arbitration or administrative proceedings is presently in progress or, to the best of the knowledge of the Company, pending or threatened against it or any of its assets which is significant and will or is likely to have a material adverse effect on the ability of the Company to perform its obligations under this Agreement;
 - f) it is not subject to any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Company to perform its obligations under this Agreement;
 - g) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Company threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - h) in the provision of the Services the Company shall not and shall procure that the Staff shall not infringe any rights of any person or do any act that is libellous or blasphemous or defamatory or contravene the provisions of any Applicable Laws;
 - i) [the Company has in place or will from the Effective Date have in place adequate technical and organisational security measures, including database software and equipment, governing the processing of the Personal Data and

the working practices of any employees involved in such processing in accordance with the requirements of the Data Protection Laws.]

DRAFT

SCHEDULE 3

KEY PERSONNEL

[To be agreed between S4C and the successful bidder based on the successful tender.]

DRAFT

SCHEDULE 4

[FEE]

[Schedule to be inserted if necessary following agreement between S4C and the successful bidder based on the successful tender.]

DRAFT

SCHEDULE 5

COMMUNICATIONS PROCEDURE

[Details of the Communications Procedure are to be agreed between S4C and the successful bidder based on the invitation to tender document and the successful tender. The procedure must detail:

- (B) the reporting obligations of the Company to S4C including the nature, content, layout and frequency of reports to be provided by the Company to S4C in connection with the enquiries, comments and complaints received;***
- (C) the reporting obligations of the Company to S4C in connection with the operation of the Services including staffing and other issues; and***
- (D) the procedures for the provision by S4C of information to the Company in connection with the S4C Services and S4C staff responsibilities.]***

SCHEDULE 6

CONFIDENTIALITY AGREEMENT

This Agreement is made the *[insert date]* of *[insert month]* 20*[insert year]*

BETWEEN

- (1) *[Insert name of Company]* of *[Insert Address of Company]* ("**the Company**"); and
- (2) *[Insert name of Individual]* of *[Insert home address of Individual]* ("**the Individual**")

INTRODUCTION

The Individual agrees that during his/her employment or engagement (as appropriate) by the Company, the Individual shall be in receipt of and shall use confidential information relating to the business of S4C. The Company is prepared to grant the Individual access to the Confidential Information subject to and in accordance with the provisions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 The following definitions where the context admits apply in this Agreement:

"Confidential Information" without limitation all data, contact information of S4C employees, details of individuals or companies that contact the Company in connection with the Service, details of S4C suppliers and customers, details of S4C's working practices, research material, financial information, computer printouts, notes, letters, memoranda, reports, contracts, licences, agreements, intellectual property of any kind, charts, materials, databases, and all other documentation and materials of a confidential nature relating to the business of S4C which is prepared or made available by S4C or any subsidiary, holding or associated company of S4C to the Company pursuant to the Permitted Purpose, or generated in connection with the Service, whether provided in documentary form or otherwise and whether mechanically or electronically storable, recoverable, accessible or reproducible and whether before, on or after the date of this Agreement, together with any information which has been designated as confidential by S4C in writing or that ought to be

- considered as confidential; and any other BBC confidential information;
- "Permitted Purpose" the sole purpose of providing the Service in accordance with the S4C Contract;
- "S4C Contract" the contract between the Company and S4C in relation to the provision of the Service;
- "S4C Services" any channel, television service, website or application owned solely or mainly by S4C or any Group Company of S4C, including the digital television service "S4C," the website www.s4c.cymru and the VOD catch-up service "Clic" available on the iphone and ipad; and
- "The Service" the [name of the service]
- 1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- 1.3 The subject headings to the Clauses of this Agreement are for guidance only and are not intended to limit or restrict the wording of any clause in any way.
- 2. Obligations of the Individual**
- 2.1 As a condition of and in consideration of the Company entering into the Individual's contract of employment or contract of engagement (as appropriate) the Individual hereby undertakes to the Company:
- 2.1.1 to keep the Confidential Information secret and confidential at all times unless otherwise directed by S4C in writing;
- 2.1.2 not to disclose or use the Confidential Information and to ensure that the Confidential Information is not disclosed or used for any purpose other than the Permitted Purpose;
- 2.1.3 to ensure that the Individual does not lose control of the Confidential Information;
- 2.1.4 not to make or attempt to make or allow or attempt to allow any third party to make any commercial use or gain from the Confidential Information; and
- 2.1.5 to take all reasonable steps to ensure that any summaries notes or records made by the Individual of any Confidential Information disclosed hereunder remain under the effective control of the Individual.
- 2.2 The Individual agrees that no right or licence is granted to him/her in respect of the Confidential Information save as expressly provided hereunder.

- 2.3 On completion of the Individual's and/or the Company's obligations in connection with the Service, the Individual shall:
- 2.3.1 return to S4C all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
 - 2.3.2 erase all Confidential Information from computer and communications systems and devices used by the Individual, including such systems and data storage services provided by third parties (to the extent technically practicable); and
 - 2.3.3 certify in writing that the Individual has complied with the requirements of this clause, provided that the Individual may retain documents and materials containing, reflecting, incorporating or based on the Confidential Information to the extent required by law or any applicable regulatory body.
- 2.4 The Individual acknowledges and agrees that a breach of the obligations of confidentiality as set out in this agreement shall constitute gross misconduct and be considered by the Company to be a material breach of the terms of the Individual's contract of employment or contract of engagement (as appropriate) with the Company entitling the Company to terminate its contract with the Individual without notice and without any damages, costs or any other sums being payable to the Individual.

3. Limitations

- 3.1 Clause 2 shall not apply to Confidential Information:
- 3.1.1 which is or becomes in the public domain otherwise than by reason of the default of the Individual or any person acquiring it from the Individual (and in this respect the Individual agrees not to acknowledge, comment or confirm to any third party any part of the Confidential Information in the public domain without the prior written approval of the Company); and/or
 - 3.1.2 the disclosure of which is required by law save that if the Individual is required to disclose Confidential Information to any third party then the Individual will seek to disclose only the minimum amount of Confidential Information consistent with satisfying such requirement and, to the extent that the Individual is permitted to do so, having given the Company prior written notice of the Confidential Information which the Individual has been requested to disclose.
- 3.2 The Individual acknowledges and agrees that property title and copyright in the Confidential Information (together with any documents property or other items on which the Confidential Information is provided) remains the property of S4C at all times.

4. Waiver

Failure or delay by any party to this Agreement in exercising any right power or remedy of that party under this Agreement shall not in any circumstances impair such right power or remedy nor operate as a waiver of it.

5. General Provisions

- 5.1 This Agreement shall remain in force and effect during the term of the S4C Contract and at all times thereafter [for a period of [five] years].
- 5.2 The Individual may not assign grant or assign any right, undertaking or obligation hereunder without the prior written consent of the Company.
- 5.3 The Individual hereby agrees that its obligations under this Agreement to the Company shall apply mutatis mutandis to S4C and that S4C may enforce and rely on this Agreement to the same extent as if it were a party to this Agreement.
- 5.4 This Agreement is without prejudice to the provisions of any other confidentiality agreement or undertaking which the Individual may have entered into with the Company.
- 5.5 If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective, as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.
- 5.6 This Agreement shall be subject to the laws of England and Wales whose courts shall be the courts of competent jurisdiction.

IN WITNESS WHEREOF this Agreement is signed by the authorised representatives of the parties the day and year first before written.

SIGNED by the Individual.....

SIGNED by the Company.....

SCHEDULE 7

DISASTER RECOVERY PLAN

[To be agreed between S4C and the successful bidder.]

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SCHEDULE 8

Processing, Personal Data and Data Subjects

[To be completed following award of tender]

1. Processing by the Company
 - 1.1 Scope
 - 1.2 Nature
 - 1.3 Purpose of processing
 - 1.4 Duration of the processing
2. Types of personal data
3. Categories of data subject

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