

PBS
Producer's
Handbook

As of December 2019



Welcome to the PBS Producer's Handbook

The PBS Producer's Handbook is designed to help producers create and deliver content for PBS. This comprehensive Handbook provides detailed information on a wide range of producer responsibilities and requirements, including production and promotional deliverables, broadcast standards and practices and general policies.

Producers are encouraged to read the Handbook and share it with their production teams.

About PBS

PBS is a private, nonprofit corporation, founded in 1969, whose members are America's public TV stations — noncommercial, educational licensees that operate more than 330 PBS member stations and serve all 50 states, Puerto Rico, U.S. Virgin Islands, Guam and American Samoa.

In partnership with its member stations, PBS serves the American public with programming and services of the highest quality, using media to educate, inspire, entertain and express a diversity of perspectives. PBS empowers individuals to achieve their potential and strengthen the social, democratic and cultural health of the U.S.

Every day, PBS and its more than 330 member stations fulfill an essential mission to the American public, providing trusted programming that is uniquely different from commercial broadcasting and treating audiences as citizens, not simply consumers. For 16 consecutive years, a national study has rated PBS as the most trusted institution in America.

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GLOSSARY OF TERMS

CALCULATED RIGHTS WINDOW

A calculated window means that the system would calculate automatically the expiration date for each episode in a series (in cases where a program has several episodes, for example, four years from the first airing of each episode).

CANADIAN HOLDBACK

The period of time that a producer agrees not to sell a program to television channels in Canada. In order to protect border stations (e.g., Buffalo, Detroit, Seattle, etc.) and to preserve an initial window of exclusivity for them, PBS generally requires a 90-day Canadian holdback from the initial airdate, though other terms may be acceptable.

CONTAINERIZATION

Containerization is a method in which a program is delivered in discrete cuts. Each element of the program should be a self-contained element in which neither audio, video nor captions bleeds into other elements. Individual containerized components can be changed or replaced without affecting other components.

DVI (DESCRIPTIVE VIDEO INFORMATION)

Also referred to as DVS (Descriptive Video Service), DVI describes the action on-screen for the visually impaired. This is a secondary audio channel.

EMBEDDED PROMO

Promotional spot that is inserted at the end of one program to promote another.

FIXED RIGHTS WINDOW

All episodes in a series have the same fixed start and end dates as entered in the PAA. For programs consisting of one episode, please select "Fixed."

FORMAT

Reflects the broadcast rundown, including elements not delivered by the producer. Created through Step 1 of Packaging Forms. May also be referred to as a **rundown** or **program clock**.

LATE MEDIA GRACE PERIOD

Period from 25-29 business days prior to air in which only technical processing charges are assessed. See the [DELIVERABLES](#) section for further details.

LICENSE TERM

The period of time during which PBS can broadcast a program.

MEDIA INVENTORY (MI)

Logs the cut and feature information for any media delivered to PBS. The MI is a unique ID that is used to name the media file that is delivered. Created through Step 5 of Packaging Forms.

MULTICAST CHANNELS

Any other digital channels that a PBS member station might have. For example, WETA has the Primary TV Channel 26; additionally, WETA operates WETA HD, WETA Create and WETA Kids. PBS generally asks for unlimited releases on multicast channels.

GLOSSARY OF TERMS

NON-COMMERCIAL CABLE RIGHTS

The right to broadcast, rebroadcast or transmit on a non-commercial, sustaining basis on cable channels programmed by PBS or public television stations. This must be checked “Yes” on the PAA.

NUMBER OF AIRS

The number of times PBS is permitted to broadcast a program during the license term.

ON-AIR OFFER CLEARANCE (OAC)

Logs information related to products offered for sale at the end of program. The on-air offer’s audio and visual information are also recorded. Step 4 of Packaging Forms.

ORION

A web-based portal that provides access to program and scheduling information. Contains the Program Acceptance Agreement (PAA).

PBS TOOLKIT

A collection of media elements that PBS can provide to the Producer for packaging.

PACKAGING FORMS (PF)

This web-based portal contains five steps—format, funding, webtag, on-air offer and media submission—that producers must submit for approval prior to media delivery.

PLAY RULE

Refers to the type of transmission. Usually, “Release” is selected.

PROGRAM ACCEPTANCE AGREEMENT (PAA)

The PAA is the final sign-off on a program’s acceptance for PBS distribution. It contains information about the program’s content, rights, funding and technical specifications that is communicated to member stations prior to broadcast.

PROGRAM RECORD REQUEST FORM

Establishes records for new series/programs across Orion and Packaging Forms.

RELEASE

Unlimited transmissions during a consecutive seven-day period.

RIGHTS START DATE

Usually refers to the first date in which PBS can distribute the content.

SAP

Secondary Audio Programming. Additional audio content, such as Spanish language, made available to the viewer.

SCHOOL RIGHTS

Allows educators to record TV programs off the air or from cable and to use them for a specified time for preview or lesson planning and with students in the classroom. School rights are generally granted for 12 months from each broadcast.

GLOSSARY OF TERMS

SIMULCAST (RADIO SIMULCAST)

The right to duplicate, distribute and authorize the broadcast or rebroadcast of a program's audio on a simulcast basis on public radio stations or on commercial radio stations on a noncommercial, non-sponsored, sustaining basis.

STANDARDS & PRACTICES (S&P)

The PBS department responsible for ensuring compliance with the PBS Editorial Standards & Practices, the PBS Funding Standards & Practices, the PBS Co-Production Guidelines and the PBS Guidelines for On-Air Announcements Promoting Program-Related Goods and Services—including for example reviewing funding arrangements and acknowledgements—in addition to providing feedback on potentially objectionable content.

PBS SYSTEM CUE

A six-second ID that marks the end of the program. It must be included in the total running time of the program.

TOS (TECHNICAL OPERATING SPECIFICATIONS)

This document provides the standards and requirements for producing programs of a consistently high technical quality for delivery to PBS member stations.

UNDERWRITING CREDIT CLEARANCE (UCC)

Creates a record of the funding spot(s) that marries the spot's media information with data provided in the PAA. Step 2 of Packaging Forms.

VIDEO ON DEMAND (VOD)

The exhibition of program(s) in the home or other non-public places (including hotel rooms) at a time chosen by the viewer for display on a television, computer, handheld device or other electronic device on an on-demand basis, such that the viewer can start the program upon his/her selection and thereafter control its playback.

WEBMARKER

In-show message that references relevant online content.

WINDOW TYPE (BROADCAST RIGHTS)

The duration of the license term with respect to episodes.

INCLUSION

A key goal for PBS is to deliver fresh and relevant content for America's changing demographics. It is critically important that PBS provides content that audiences can see themselves reflected in—content that educates, engages and inspires all of America. One of the principles of PBS's Editorial Standards & Practices is having the content it distributes reflect the diversity of our society (in ways such as ethnicity, gender, age, sexual orientation, religion, political viewpoint, disability, income, etc.).

The principle applies to the workplace as well. It is about fulfilling one of the key tenets of the PBS mission as public broadcasters: to actively seek a diverse and inclusive workforce in our offices and on our productions, both in front of and behind the camera.

As PBS pushes to further the important goal of inclusiveness, it is equally important that producers also create opportunities for diversity at all levels within production teams and in content (e.g., diverse production staff, diverse talent, diverse sourcing of issues, diverse perspectives within a program, choice of subject matter, diversity training of production staff, etc.).

In order to accomplish this, we request that you refer to pages 6-7 of the 2018 PBS Editorial Standards & Practices document and complete the diversity section of the PAA to the best of your ability.

Section 1

PBS

Programming

TYPES OF BROADCAST PROGRAMS

NPS

The NPS, or National Program Service, consists of PBS Primetime, news programming and PBS KIDS*, and is made available to PBS member stations.

PLUS

PBS Plus is a syndicated programming service for public television stations, supplementing the primetime, daily news and children's content in the National Program Service, providing series and specials intended for various dayparts. All PBS member stations, reaching all available national TV households, have access to PBS Plus content. Annually, stations are provided with approximately 500 hours of programming via PBS Plus.

FUNDRAISING PROGRAMMING

PBS Fundraising Programming is a powerful asset in public television's system-wide fundraising portfolio. It is content specifically created or procured that supports the PBS mission on a local and national level and assists in the membership efforts of individual PBS stations, attracting viewer contributions to insure the financial resources needed for station operating budgets.

Through multiple platforms, over 100 hours of fundraising programming is provided annually to member stations ranging in diverse topics such as drama, science, music, history and personal growth.

***PBS KIDS**

While PBS KIDS Programming makes up part of the NPS schedule, separate guidelines exist for PBS KIDS content creation.

Section 2

General Audience Programming

The following section outlines all of the elements that comprise a typical PBS program. The Producer should reference this section for instructions on how to build their program.

All elements require approval from Programming.

DELIVERABLES

For a full list of deliverables required by PBS, please refer to the [ADDENDUM](#).

FORMATS/RUNDOWNS

All elements in the program format (or rundown), including order and length, must be approved by Programming prior to picture lock.

STANDARD LENGTH

All programs must meet standard length requirements.

Standard Lengths for all fully packaged GA Programs are as follows:

30-minute program	26:46;00	90-minute program	1:26:46;00
60-minute program	56:46;00	120-minute program	1:56:46;00

These lengths encompass all packaging elements, which include: PBS ID, top of show tease, funding pods, bumpers, next time teases, embedded promos, credits, fillers, and the PBS System Cue.

Programs must meet this length.

If the program is delivered long, PBS will edit the program to time at the Producer's cost. If the program is short, the Producer should work with Programming to determine how to fill any remaining time.

All programs must be delivered in drop frame and in a [CONTAINERIZED](#) manner. See the [TECHNICAL OPERATING SPECIFICATIONS](#) for further technical requirements.

TURNKEY BREAKS

Turnkey breaks (or intermissions) are only permitted in certain instances. Turnkey breaks are typically utilized in programs running more than two hours. A turnkey break in a two-hour program should be discussed with Programming.

Standard turnkey breaks run either one minute or two minutes and will be filled by PBS.

Producers should consult with their Programming contact before proceeding with this format.

CONTAINERIZATION

Containerization is a method in which a program is delivered in discrete cuts. Each element of the program should be a self-contained element in which neither audio, video, nor captions bleeds into other elements.

To see more, see the [CONTAINERIZATION GUIDELINES](#).

PROGRAM PACKAGES

There are three main program package types provided for member station use. These are referred to as the Base, Embedded, and Evergreen Packages, and typically refer to the elements used to build the program.

All of these packages represent a complete broadcast version of the program and reflect the total running time that the viewer will ultimately see.

Base Package

All programs are fed out as Base packages. This version of the program is free of dated material pre-system cue for member stations to use at their discretion after the premiere.

Embedded Package

At PBS's discretion, PBS may choose to provide an Embedded Package of the program to member stations. This version will include a promo for another PBS program and/or in show messaging that promotes other programming within the week.

If an Embedded Package is required, PBS will notify the Producer, and the Producer must hold 30-seconds from the final total running time (TRT) for PBS to insert a promo immediately following the end of the program body after master delivery.

In Show Messages

In Show Messages (or ISMs) are lower thirds placed four (4) times during the Embedded Package that indicate scheduling information to the viewer. These lower thirds are added by PBS during the final processing of the program media when media is free of other text or graphic elements.

Evergreen Package

Certain programs may be fed as an Evergreen Package after the initial broadcast to strip the show of all dated elements and will feed short of the required running length.

FUNDING HOLD & PROGRAM FILLER

Depending on the program, the Producer may be asked to reserve time for additional funding, or the Producer may opt to hold time while seeking additional funding.

This time must be held from the standard length of the program. The Producer may only reserve as much time as is allowed by the [FUNDING RULES](#).

If the program is short on time, PBS will fill the program to the standard length. If available, PBS will request that the Producer provide content-related material to fill the program to time. If unavailable, PBS will fill with generic PBS promotional spots.

BROADCAST PACKAGING ELEMENTS

TOP OF SHOW TEASE

The top of show tease helps establish the content that will follow and should grab the viewer's attention. Additionally, it helps create space between the local station break and the program's funding pod.

A standard tease is 30 seconds and counts as part of the final running time of the program. A shorter tease is preferred, but this element may run longer with approval from Programming.

COLD OPENS

Another option to begin the program is a cold open. Where a tease will summarize the program to come, a cold open dives right into the program. The open will start to give the viewer some of the threads they'll learn about after the funding pod.

In most circumstances, the funding credit pod will immediately follow the tease or open. To comply with federal law, the placement of this pod must occur at a natural break. The tease or open will count as part of the final running time of the program.

The Producer should consult with Programming on the content and length of the tease or open.

At PBS's discretion, the Producer may be asked to include a PBS logo during the top of show tease or cold open segment. The logo would be placed over the first shot of the element. The Producer should not include unless discussed with and approved by Programming.

GRAPHIC TITLE / TITLE ANIMATION

There are several options to introduce the program title.

Producers may choose to incorporate a graphic title sequence or title animation. This element should be no more than five seconds and is counted as part of the final running time of the program.

The series or program title will follow the [TOP OF SHOW TEASE](#) and precede the [FUNDING POD](#). If episodes within a series also have episode titles, these should be at the top of the show body and follow the funding pod.

On select programs, and with approval from Programming, the open title sequence may include higher level production credits. To see more about credits at the top of the program, please see the [PRODUCTION CREDITS](#) section of the Handbook.

Any title graphics should mirror those graphics used throughout a program or series.

TOP OF SHOW ADVISORY

In consultation with Programming, the Producer may determine that the content of the program requires an advisory alerting the viewer that the content may not be suitable for all audiences.

Length and Placement

This element should run between five and 10 seconds and be the first element of the program.

If the program begins with funding, the advisory may be placed following the funding and immediately preceding content.

Treatment

An advisory should be simple in treatment but reflect the production values of the program.

It is recommended that the advisory be both in text and in voice over; however, if the Producer wishes to have a silent advisory, approval from Programming is required.

Advisory Language

There are several options as to appropriate language of the advisory depending on the content of the program. Work with Programming to determine the appropriate language of the advisory.

PARENTAL GUIDANCE TELEVISION RATING AND RATINGS ICON

As a program distributor, PBS is responsible for rating programs fed as part of our service to member stations.

Programming will determine each program's rating and work with Program Operations and the Media Operations Center to apply the rating.

The ratings icon will appear in the upper left corner of the screen for the first available 15 seconds of program content (that does not overlap advisories or funding) and will be added by PBS during the final processing of the media. The Producer should make sure this area is free of any graphics for this time.

The Producer is NOT responsible for placing the rating icon on the content. If the Producer delivers with the icon already burned into content, the Producer will be required to send a clean version and will be responsible for all associated costs to update.

ON-AIR FUNDING CREDIT PODS

Producers should acknowledge all funders through funding credit pods. The underwriting arrangements and the language used to identify funders must be approved in advance by PBS Standards & Practices (S&P).

To learn more about funding rules, types of funders, number of permissible funders and more, please visit [PBS Funding Standards & Practices](#) and review the **FUNDING** portion of the Producer's Handbook.

Treatment

The top and tail funding credit pods must identify the same funders and should be similar in treatment and length, if not the exact same.

Funding pods should NOT:

- Utilize a static background
- Include the image or voice of any person or character featured in the program
- Engage the same VO as the narrator of the film

Placement

All programs must identify all of the program underwriters in the funding credit pod. These pods must be clearly distinguishable from editorial content and must not interrupt regular programming. The pods must appear during natural breaks, generally at the beginning and end of the program.

- **Top of Program** - The Producer is required to place a funding pod at the beginning of the program or immediately after a brief tease or open to avoid interrupting the content.
- **Middle of Program** - Mid-break funding credit pods are rare and generally prohibited, but for those programs longer than 60 minutes that have been approved to have a **TURNKEY BREAK** in the program, a third funding pod may be permitted. The inclusion of this additional pod must be approved by Programming and S&P. If permitted, the third pod would follow the break and precede the second half of the program.
- **End of Program** - The Producer is required to place a closing funding pod at the end of the program. This funding pod must fall as close to the production credits as possible.

Consult Programming for more information on placement within the program format.

Duration

The duration of the funding credit pod varies based upon the type of funding the program has received and is designed to preserve PBS's noncommercial mission and character.

- **Standard** - A standard funding credit pod may be up to 60 seconds in length, including any preamble language). A single underwriter must not exceed more than a 15-second credit.
- **Premier** - If the Producer has secured a Premier Sponsor (as defined in the **FUNDING RULES**), PBS will consider individual premier credits of up to 30 seconds per funder. In this circumstance, the total duration of a funding credit pod acknowledging all funding support must not exceed 95 seconds.

The top and bottom pods should be approximately the same length. Any drastic differences will be discussed with the S&P team during the funder review process.

Language and Preambles

S&P will approve appropriate language to credit the funders.

Funding credit pods that accompany video content must contain clearly identifying introductory language, also known as a preamble. Such language must not imply a commercial or editorial interest by the funders. Examples of acceptable language include:

- “This program was made possible (in part) by ...”
- “Funding for this program was provided (in part) by ...”
- “Major funding for this program was provided by ... Additional funding was provided by ...” [when there is a significant difference in the amount of funding from two or more funders]

The words “in part” must be used when production costs are only partially covered by funders and the balance is assumed by the Producer of the program so as to avoid any misimpression that the program was funded in its entirety by the funders.

Using “Brought to you by...” or any form of the word “sponsor” is discouraged and requires specific prior approval from S&P in each instance.

Preambles must be accounted for in the overall timing of the funding pod.

Please see the [FUNDING](#) portion of the Producer’s Handbook for specific instructions on approved language.

PBS Funding

For programs receiving funding from PBS, the Producer must include a funding spot at the end of the pod crediting PBS viewer contributions (commonly known as “Viewers Like You”).

The spot should mirror the treatment of the funding pod and the production values of the program.

Specific language can be found in the [FUNDING](#) portion of the Producer’s Handbook.

If the Producer did not receive funding from PBS, inclusion of this language is generally not permitted.

Funder Order

- **All Funding** - For programs with multiple funders, funders should generally be listed in descending order of support. When two or more funders provide equal funding, the Producer may determine which funder appears first. For ongoing series, funders who support a particular episode should generally be listed first, followed by series funders.
- **PBS Funding** - When PBS money has been received by the Producer, the Viewers Like You credit should always be the last element in the funding pod, regardless of the amount.

Funder Hold

Both PBS and the Producer are permitted to seek additional funding for certain programs. The format should preemptively hold time for new funders.

In conjunction with Programming, the time held will be determined depending on current funding length and time needed for anticipated funding being sought. Anywhere between 1:00 to 3:10 (cumulative top and tail) may be held.

Unused Funding Time

If, at the time of locking the format, funding activities are complete and there is additional time, the Producer may add this time back into the program. However, if additional funders come on board later, the Producer will be responsible for the editing costs associated to make room for these funders.

Original Production Funding

When PBS content is distributed on other platforms, broadcast funding pods might not be included when the content is disseminated on other platforms.

To ensure that PBS is transparent about content funders on all platforms, the Producer is required to include a listing of the original production funders in the production credits.

To see details on how to implement this requirement, see the [PRODUCTION CREDITS](#) guidelines of the Producer's Handbook.

For further details on acknowledging funders on digital platforms, see the [FUNDING GUIDELINES](#).

IN-SHOW PROGRAM TEXT

The Producer or PBS may add texted information to the program in order to provide further context for the viewer. Also commonly referred to as *chyrons*, *straps*, *lower thirds*, etc.

The typical placement is in the lower third, left-justified corner of the screen. While program text may be placed outside of the lower third of the screen, the lower right and upper left of the screen are prohibited. Additionally, all information should be 16:9 safe.

The lower right is reserved for member stations to place their own station bug. A station bug will overlap with program IDs should the text extend into this area.

The upper left of the screen is reserved for a PBS watermark when the program is made available on other platforms.

For more information on title safety, please see the [TECHNICAL OPERATING SPECIFICATIONS \(TOS\)](#). Please consult Programming for an overlay to use as a guide for screen usage.

Program IDs

The Producer may add IDs for participants in the program.

The Producer should remember that this information is meant for information purposes only and should not further a cause of the participant.

Program Bugs

Program bugs are logos that represent the title of the program and are placed periodically throughout the program. Placement of the program bug will be in the lower third, left-justified corner. Program bugs are not permitted unless requested by PBS.

Digital References

PBS will work with Producers to determine the use of webmarkers, webtags and hashtags in broadcast programs. Generally, only ongoing series and programs with previously approved vanity URLs (pbs.org/showname) will have these supplementary promotional placements featured within their programs. To request both webtags and webmarkers, please reach out to the appropriate contacts in Programming and PBS Digital.

The use of non-PBS URLs is not permitted in any element of a program.

Webmarkers

Webmarkers are text that displays on-screen during the body of the program. They reference contextually relevant content on the show's website and provide an opportunity to engage in further conversation about the show via social media.

Webmarkers are located in the lower third, left-justified corner of the screen and should mirror the graphics of the program or use the PBS logo and font.

Hashtags

PBS will also work with the Producer to determine the creation and use of custom hashtags. Those programs that have been approved to use a PBS specific hashtag may also incorporate the hashtag into the program.

Hashtags, like webmarkers, are placed in the lower left of the screen; however, they may also be in the upper right, but should be opaque.

There are no more than four (4) total lower third placements per 60-minute show. If the Producer is also incorporating hashtags in the upper right area of the screen, more uses may be considered.

Webmarkers and hashtags are on-screen for up to 10 seconds.

Sample Webmarkers & Hashtags

- #NativeAmericaPBS
- Follow us on Facebook, Twitter and Instagram
- Share your story at pbs.org/meetagain
- Go behind the series at pbs.org/kingdomsofthesky

Any web content referenced in a webmarker should be easily accessible from the program website's homepage.

WEBTAG

Webtags appear at the end of the program and differ from webmarkers in that they are split or full-screen voiced elements that, if done successfully, educate viewers to the specific program-related material available on the website.

The webtag must only reference pbs.org or an approved PBS vanity URL. No non-PBS-hosted websites may be referenced here.

The inclusion of a webtag is only required on programs that have substantial material available on the pbs.org website. Programming will approve the inclusion of the webtag, as well as the treatment and language of the spot.

Treatment

The webtag must be engaging, mirror the production values of the program and cohere with the tail sequence of the program.

PBS encourages a split screen treatment with the production credits.

The Producer may also opt for a full-screen element. A standalone webtag may not be a silent card over a static background. PBS recommends that the Producer utilize footage and/or graphic material from the program. Specific program or series title graphic may also be included.

To see placement within the rundown, please see the **FORMAT** section of the Handbook.

Webtags should not exceed 15 seconds.

Sample Webtag Language

- “The exploration continues on NOVA’s website – where you can watch this and other NOVA programs, see expert interviews, interactives, video extras and more.”

SOCIAL MEDIA REFERENCES

References to the social media sites Twitter, Facebook and Instagram are permitted in limited circumstances, and only in the full-screen webtag at the end of the program.

If the Producer wishes to reference Facebook, Twitter or Instagram, the Producer may use the following sample language and the approved logo from these sites.

Acceptable Sample Social Media Language:

- Follow us on Facebook, Twitter and/or Instagram
- Find us on Facebook, Twitter and/or Instagram
- #NativeAmericaPBS
- Join the conversation using #XXXX

Prohibited Social Media Language:

- Non-PBS approved hashtags
- Follow us at @XXXX
- Facebook.com/XXXX
- YouTube, Vimeo, Snapchat and other platforms are not permitted

Any mentions of social media sites during the program need approval from Programming and PBS Digital.

ON-AIR OFFER

Content-related goods and services may be mentioned or offered for sale at the end of the program. The appropriateness and content of any program-related offers are subject to the “PBS Guidelines for On-Air Announcements Promoting Program Related Goods and Services,” which can be found [HERE](#). These guidelines spell out the types of items generally acceptable for an on-air announcement.

Only a producer, presenter or distributor of public television programming can make an offer. The offeror ensures that the item will be available for the duration of the broadcast period. The offeror must own the item being offered and accept responsibility for any difficulties encountered by viewers.

Treatment

The program offer may only appear once at the end of the program. If a program has a mid-program break, a second offer prior to the intermission may be considered.

To maximize time available for program content, PBS strongly recommends a split-screen treatment to reduce on-air clutter. A full-screen offer must be pre-approved by Programming.

An offer may not exceed 15 seconds.

To see placement within the rundown, please see the [FORMAT](#) section of the Handbook.

Offer Message

The offer announcement should be consistent with the tone and substance of the program. Offers are meant to be informational and not promotional in nature.

The audio of the spot **MUST** include:

- Title of the item (preferably include program title)
- Type of item
- Phone number (may be voiced only once)
- “...or write to the address on your screen” (if address is included)

The video of the spot **MUST** include:

- Title of the item (this may be in text or as part of product graphic)
- Type of item (product may be depicted or fonted, e.g., DVD)
- Phone number, address
- “Offer made by XYZ” (this disclosure is required by law and must be large enough for viewer to reasonably read)

The spot may also include:

- Directive to ‘shopPBS.org’ with approval
- Price of the item

The audio/video of the spot **MUST NOT** include:

- Any URL that is not ‘shopPBS.org’
- Credit cards, delivery services or shopping services (except for those authorized by PBSd)

The final spot must be approved by Programming, PBS Distribution and S&P.

BUMPER

For certain serialized programs, PBS may request that the Producer include a five-second “bumper.” This element will typically only be found in the embedded package and is counted as part of the total running time.

It is a transitional bridge which notifies the viewer to “stay tuned” for more, such as a next time tease, behind the scenes or other additional content. The bumper will be placed at the end of content and precede the embedded promo.

The bumper is not required if there is no next time tease or additional content, or if the embedded promo has been removed.

The inclusion and language of the bumper must be approved by the Producer’s Programming contact.

NEXT TIME TEASE

Any program that is part of a series should include a promotional spot at the end of the program that teases the next episode.

The next time tease is a self-contained element and not incorporated into the end of the content.

The language – audio, text or both – should be generic, such as “Next time on...” or “On the next episode...”

The promo should not include references to a specific day/time of broadcast.

While a next time tease is typically 30 seconds, other durations may be discussed with Programming.

On those series in which the episode order can be rearranged, all next time teases should be the same length in the event the episode order changes and the teases need to be swapped. For non-linear series, the Producer will also need to provide a next time tease for the first episode.

If the Producer has been permitted to place production credits over the next time tease, please see the [PRODUCTION CREDITS](#) section for further instructions.

PRODUCTION CREDITS

The production credits should be comprised of individuals and organizations that have direct involvement in the production of the program. Any credit that is not directly related to the production of the program should not be included.

The production credits are meant to be informational in nature and not promotional of any individual or company. Programming must approve the program's production credit list prior to delivery.

TOP OF SHOW CREDITS

A program may include up to four (4) artistic cards at the beginning of content. Programs such as drama series or stage performances may be permitted additional actor credits provided they are well incorporated into the open of the show.

Acceptable credits include:

- Producer, writer, narrator and director
 - Director should be the last credit in the sequence
- “A film by Mike Smith”

Prohibited Credits:

- Any station or consortium identification or logo
- “A production/presentation of Station XXXX”
- Distributed by XYZ
- Mike Smith / XYZ Presents
- “A film by XYZ Company”
- Specialized or distinctive script of Producer name

In addition, no logos, including production companies, are permitted as part of the top of show credits.

Treatment of Top of Show Credits

Top of show credits should be built into the first minute of the program, and should not be a distinct segment, unless approved by Programming. See [GRAPHIC TITLES](#) for more information.

Any exception to this must be approved by Programming.

END OF PROGRAM PRODUCTION CREDITS

Treatment Options

The production credits of the program are often a signal to the viewer that the program is over. In an effort to retain audiences for as long as possible, it is imperative that the Producer provide engaging credits to hold the audience's attention.

The Producer must obtain approval from Programming for the treatment of the production credit bed in advance. Programming reserves the right to require the Producer to restructure or redesign the production credit bed.

There are several treatment options that PBS recommends.

In general, cards are the preferred treatment for production credits, though a scroll may be acceptable. Consult with Programming to determine the best approach.

Production credits treatments which are not acceptable include:

- Static background
- White text over black background

Split Screened Over Other Packaging Elements

- ***Split Screen Over End of Content*** - In some circumstances, it may be appropriate for the production credits to be designed as lower third cards over the last 30 seconds of the program. This will not work for all programs and should be discussed with Programming before locking.
- ***Split Screen over Next Time Tease*** - For linear series, the Producer may consider positioning the production credits over the next time tease. This is most often seen on drama series; however, it can be utilized for any series in which the order will not change.

The credits should be laid as lower third cards over the content. Credit scrolls are not acceptable for this scenario.

Consult Programming for a guide on the lower third template for credits.

Full Screen Element

- ***Standalone Element*** - When the production credits are best designed as a standalone element, the credits must be engaging, cohere with the tail packaging sequence and mirror the high production values of the program.
- ***Standalone with Additional Content*** - Another treatment option may be the use of additional content. The Producer may opt to use additional content (i.e. unused interview, performance, etc.) as the background for credits.
- ***Full Screen with Split Screen Elements*** - When the production credits are a standalone element, PBS strongly encourages the split screen treatment with other packaging elements, such as website notices and on-air offers.

Placement

The production credits, including logos, should always be as close as possible to the funding credit pod. It can come before or after the closing funding pod.

Duration

All production credit beds, including production logos, may not exceed 30 seconds.

Credit Order

PBS does not provide or require a specific order of production credits; however, a common order may be as follows:

- Artistic credits
- Archival credits
- Special thanks
- Production support provided by
- Original production funding
- Station block
- Production statement
- Copyright statement
- Logos

PBS does not require the alphabetization of credits.

Programming must approve production credits prior to delivery. The Producer should allow time for necessary updates to be in line with PBS requirements.

TYPES OF CREDITS

An individual may not be credited for the same role multiple times, nor may a company and the individuals that work for said company be credited together, otherwise referred to as “double crediting.” If any individual is credited at the top of the program, that credit may not be repeated at the end.

Artistic

Artistic credits may credit the individual or the entity, but not both.

Special Thanks

Special thanks for in-kind goods and services may be acknowledged in the production credits when important and necessary to do so.

The Producer is only permitted one (1) special thanks section in the credits. As all production credits are intended to be informational for the viewer, the section is only permitted to be headed “Special Thanks.”

Special thanks credits may be given for:

- A location of organization that has given access for filming
- An organization that gives access to an item that is not generally commercially available (e.g., historic artifacts)
- A family member or friend (not including pets)

Credit may be given for an entity that gave or lent a product or service (that is normally sold) for free or for below market price, but should be credited as “Furnished by.” For more on these credits, see [PRODUCTS FURNISHED BY](#) later in this section.

Special thanks credits must:

- Acknowledge only those in-kind goods and services that were critical in the production of the program
- Appear in text only and be consistent with credit style
- Credit the individual or entity, but not both

Special thanks credits must NOT:

- Incorporate or display the donor’s logo(s) or any other identifying information, including URLs
- Acknowledge in-kind goods and services of a funder of the program
- Leave the impression that product placements were arranged
- Include individuals given artistic credit already within the production credits

Programming may request a list outlining the reasoning for each individual or entity’s special thanks credit.

Additional Funding Related Credits ***Products Furnished By***

The Producer may receive a product or service for free or at a reduced price, which the Producer may use in an incidental manner within content. In the interest of transparency, such an arrangement needs to be disclosed to viewers. If no consideration was provided and the product or service was purchased by the Producer at market rates, then no disclosure is necessary.

Any such disclosure credit should specifically identify the product or service provided by the company.

At a minimum, the Producer should disclose that the product or service was “furnished” or “paid for,” either in whole or in part, by the company.

Acceptable language includes:

- “Products furnished by XYZ Corporation/Entity/Group”

This credit should appear within the normal production credits using the same style, font, color and background.

Other restrictions may apply. Please contact Programming for review and approval.

Fiscal Sponsor/Agent

A fiscal sponsor or agent is a non-profit entity that administers donations to the Producer or production entity for a fee and may be acknowledged in the production credits. Please contact Programming for review and approval.

If a fiscal sponsor provided assistance to the Producer, the fiscal sponsor may be acknowledged in the production credits as follows:

- “Fiscal Sponsor (XYZ Corporation/Entity/Group)”

This credit should appear before the Original Production Funding credit.

If the fiscal sponsor provided any other assistance, including cash, outreach and promotion, or station relations, please provide a mission/purpose statement to Standards & Practices.

Acknowledgement of fiscal sponsors is not required.

Tax Credits

Incentives such as tax credits may be used in the production of programming. Tax credits are not considered program underwriting.

Tax credits are acknowledged in a production credit with the following language:

- “Produced with the participation of (Full Name of Tax Credit Entity Here)”

No logos are permitted for these credits.

Foreign Broadcasters

As part of a larger deal for a broadcast rights term, foreign broadcasters or foreign distributors may provide funding toward the production of programming. This funding is not considered program underwriting. The credit for the foreign broadcaster or foreign distributor depends on the level of funding in relation to the PBS funding and may vary inside and outside the PBS territory.

Inside the PBS territory, the credit should read as one of the following:

- “Produced by (producer X) in association with (foreign broadcaster/distributor) for PBS” [where PBS is paying more than the other co-production partners and/or at least 20% of the budget]
- “Produced by (producer X) in association with (foreign broadcaster/distributor) and PBS” [where PBS is paying the same or less than the other co-production partners and/or less than 20% of the budget]

Outside the PBS territory, the credit should read as one of the following:

- “Produced by (producer X) in association with PBS for (foreign broadcaster/distributor)” [where foreign broadcaster/distributor is paying more than PBS]
- “Produced by (producer X) in association with PBS and (foreign broadcaster/distributor)” [where foreign broadcaster/distributor is paying the same or less than PBS]

Over-the-Top Media Company / Digital Distribution

As part of a larger deal for a streaming rights term, over-the-top media companies may provide funding toward the production of programming. This funding is not considered program underwriting. The credit for the OTT media company depends on the level of funding in relation to the PBS funding, is negotiated in good faith between PBS and the OTT media company, and may vary inside and outside the PBS territory.

If the production process commenced after funding was provided by the OTT media company, then the following credit must be used:

- “Produced by (producer X) in association with (producer Y) for (OTT media company A, B, C)”

If the production process commenced before funding was provided by OTT media company, then the following credit must be used:

- “(OTT media company) is a proud distribution partner of (Name of Program) on PBS”
 - “Digital” may be added to the language to further illustrate the type of distribution, e.g., “(over-the-top media company) is a proud digital distribution partner of {Name of Program) on PBS”

No logos are permitted for OTT / Digital Distribution.

In Memoriam and Dedications

PBS recognizes the importance of all partners in the production of a film; however, as credits are meant to be informative to the viewer, PBS requests that in memoriam credits be reserved for those featured in the content of the program or for someone who played a large part in the production of the film.

If the deceased party has been featured in the film, the credit may be placed at the end of content. Otherwise, the credit should be in the production credit list.

In memoriam credits should include the full name and birth-death years of the individual.

Dedication cards are also limited to those individuals or groups who were featured in the film. These credits may be placed at the end of content.

Programming must approve these credits.

Original Production Funding

Funding pods that air during a program’s original broadcast are sometimes modified for subsequent broadcasts or removed entirely on non-broadcast platforms. In the interest of full disclosure to viewers, and to ensure that original production funders are identified each time a program airs – regardless of any changes to the funding pods – the Producer must include original production funders in the production credits.

Original production funders should be credited using the following language: “Original production funding provided by:” This credit should appear after creative credits, but prior to the production statement/copyright.

Original production funders must:

- List the original production funders in descending order of support, regardless of category (corporate, government, foundation, etc.)
 - Please omit PBS / “Viewers Like You”
- Exclude slogans, URLs, logos or other ancillary funder information about the original production funders; the list must consist of text that conveys only the funder’s identity
- Be consistent in credit text (font size, style/layout, etc.) and format with the other sections of the production credits
- With ongoing series, list funders who support a particular episode first, with series funders following them

For more on why these credits are required, see [ORIGINAL PRODUCTION FUNDING](#) in the Broadcast Funding section of the Handbook, or see the Standards & Practices [FUNDING RULES](#).

Producer Disclaimer

A producer disclaimer must be included on all News and Public Affairs programs and programs containing controversial content.

It must appear directly before the copyright notice and should read, “This program was produced by XXXX, which is solely responsible for its content.”

Please consult with Programming to determine if a disclaimer is required.

Copyright

The copyright notice must appear at the end of the credits, prior to producer/presenter logos, and may not exceed three seconds.

The credit should include the copyright symbol and the year of the copyright, followed by the name of the copyright holder. Additionally, the text “All Rights Reserved” should appear below the copyright.

Generally, the producer, co-producer and/or presenters hold copyright. If the copyright holder is a station, the legal licensee is appropriate for copyright notice.

Underwriters cannot hold or share copyright to the program. If any other entity holds or shares copyright, it must be approved.

The copyright notice in the production credit roll must be the same as the copyright holder indicated on the Program Acceptance Agreement.

The copyright year will be the year in which the program was produced.

Co-Productions

If more than one entity produced and/or presented the program or series, acknowledgement of that relationship and contribution is required. All such relationships must comply with the PBS Co-Production Guidelines.

Varying levels of collaboration exist and may be indicated by the following (with the closest collaboration indicated by option 1 and decreasing down to option 4 [see below]).

1. A ZYX Production in association with ABC; OR
2. A ZYX Production in cooperation with (or with the help of) ABC; OR
3. A ZYX Production with the assistance of ABC; OR
4. A ZYX Production

A “For PBS” credit may be requested on programs produced by third-party non-PBS station producers. Consult with Programming on whether this is required.

Producer / Presenter Credits & Logos

In the interest of public disclosure and editorial accountability, the Producer or Presenter of a PBS program must be identified at the end of the program. The video should match the Producers/Presenter listed in the Program Acceptance Agreement (PAA).

Presenters are defined as PBS Member Stations assisting in the distributing of the program. “Presents” credits are NOT permitted.

The Producer may identify the Producer and/or Presenter in several ways:

1. The Producer may indicate itself in the closing production credits by name (text only); OR
2. The Producer may elect to use its logo in the closing production credit roll; OR
3. The Producer may include an animated logo identification that follows closing production credits; The separate animated logo’s time must be included in the time allowed for the total production credit roll

*Note – Options 1 and 3 in combination is also permitted. For example, it would be acceptable to display the name of the Producer and a Co-Producer in the text of the closing production credits (“Produced by XYZ Productions”), in addition to including an animated producer logo after the closing production credits.

These logos may NOT carry voiceover or website addresses.

Logos

The Producer identification may not exceed three seconds. If there are two or more Producers or Co-Producers, a maximum of six seconds is allowed for all. For example, if there are three (3) Producers for a program and all must be identified, then each Producer will only receive a two-second logo (totaling six seconds of Producer/Presenter credits).

These logos may NOT carry voiceover or website addresses.

Prohibited Credits

- **Funders** - With the exception of original production funding, no funders should be included in the production credits
- **URLs** - Unless the legal name of the company being credited is the URL, the web address is prohibited
- **Caption/SAP/DVI Funder Credits** - Closed captioning, secondary audio program and descriptive video services may not be credited in the production credit roll or underwriting sequence; they MAY be credited in the closed captions or SAP/DVI tracks

PBS SYSTEM CUE

The PBS System Cue is a six-second animated logo. All nationally distributed programs are required to include this element at the close of the program. The Producer is not required to deliver this element, as PBS will insert during the final processing; however, the timing must be included in the total running time of the program.

To see more on the placement of the System Cue, see the [FORMAT](#) section.

PROGRAM FILLER

As noted in the [FORMAT](#) section of the Handbook, all programs must adhere to the standard length.

If the content of the program runs slightly short, or if the Producer is holding time for potential new funders, the Producer may need to fill the program to the standard length.

Content Related Filler

If there is significant time to fill, the Producer is asked to provide content related filler. This element should be created to enhance the content. It might be an extra interview that did not fit in the program or a behind-the-scenes piece.

As the program should be [CONTAINERIZED](#), these pieces should be created in 15-second increments so that they may be easily removed should additional funding come on board.

Content related filler should be evergreen in nature and can be placed in several places in the format depending on the nature of the content. The Producer should consult with Programming on the preferred placement.

Generic Filler

If the program is running short, the Producer should consult Programming on how to fill the remaining time.

For filler needs less than two minutes, PBS has a library of PBS Institutional fillers/promotional trailers that promote PBS programming. These fillers will be placed after the PBS System Cue. PBS will add these elements at PBS's discretion, not the Producer.

If filler is needed for more than two minutes, the Producer is encouraged to create program/series specific additional content.

CONTENT REVIEW

PERSONAL INFORMATION

Personal information can take many forms, from the typical – addresses, phone numbers, IDs – to the emerging online presence of individuals – email addresses, and Facebook and Twitter handles.

Any personal information (not limited to those listed above) that can be connected to an individual in the film, or provides the full name of someone not in the film, must be edited in some capacity unless the Producer has explicit written consent from the participant. An exception may be made for social media accounts that have public settings, but this must be confirmed by the Producer.

All business addresses and phone numbers should also be edited.

Some other possibilities include: license plates (on vehicles that are identified as a subject's in film), Social Security numbers, passports, medical forms, etc.

Please consult with Programming to ensure all personal information is vetted.

PRODUCT PLACEMENT

It is PBS policy that the Producer must actively avoid incorporating or featuring a product or service in a promotional manner within PBS content. Products and services (especially those of a funder or in-kind contributor) should only be included or referenced in a manner that is reasonably related to their necessary use within the content. Lingering or gratuitous—as opposed to incidental or fleeting—depictions or mentions of a company's logo or products are not permitted.

If the Producer is concerned about possible product placement, the Producer should consult with Programming. If, after delivery, PBS finds that the Producer has not sufficiently minimized a product's presence, PBS reserves the right to require the program be edited, at the cost of the Producer.

To see more regarding product placement, see [PBS FUNDING STANDARDS AND PRACTICES](#).

NON-PBS DIGITAL AND SOCIAL MEDIA

As referenced in the [DIGITAL](#) portion of the Handbook, the only permitted URL in a program is a “pbs.org” URL. As such, any lingering shots of website URLs that are not PBS related should be obscured or edited.

Private social media account names should also be edited.

NOTIFICATIONS TO PBS

FLAGGED CONTENT

PBS is a membership organization, and as such, is responsible for alerting member stations to content in the program that their audiences may find objectionable (content considered sensitive, objectionable or adult in nature, or content at a higher risk for drawing FCC complaints).

PBS must alert member stations to this content well in advance of broadcast so that they are able to make local scheduling decisions in a timely manner.

The Producer is required to provide a complete list of problematic or “flagged” content along with a copy of the unpackaged program for PBS review. Programming will perform a “courtesy” review prior to delivery; however, the Producer is expected to complete a full screening of the final version of any program for content and flag issues prior to delivery.

Timely submission and notification of content flags is critically important to both the Producer and PBS. More effective reviews can be performed when more notice is given. Shortened timelines may result in rushed decision making that may err on the side of caution. Shortened review time also means that the Producer will have little time to make edits in a manner that preserves their artistic vision.

After delivery, programs are screened by the Programming team prior to broadcast, and a content screening report is distributed to member stations. If any issues that require editing are discovered, the Producer will be responsible for all associated costs to edit.

OFFICIAL CANDIDATE APPEARANCES

Producers are contractually obligated to notify PBS of any candidates – in party primary/caucus elections or for the general election for local, state or national office – appearing by voice or likeness in programs that have national distribution. Such notice should be provided as far in advance as possible, but not less than three weeks before program delivery to PBS. The Producer should also notify PBS if they become aware of a person now running for office who appeared in a program previously delivered to PBS, which may be scheduled for a repeat feed.

Only legally qualified candidates are at issue – those eligible to hold a particular office who have publicly announced and who qualify for the ballot or as a write-in in a given state, city, county, etc. If in doubt, the Producer should err on the side of caution and notify PBS.

Equal opportunity requirements may apply to entertainment programs as well as to public affairs programs, regularly scheduled programs as well as specials, and previously broadcast programs as well as new programs.

Note: Entertainers-turned-politicians are an issue, and older programs that feature these individuals (even if playing a character) may give rise to equal opportunity obligations if rebroadcast at a time when the individual is running for office.

In the case of an appearance by a “nationally qualified” candidate (i.e. a presidential or vice-presidential candidate who is legally qualified in at least 10 states, or nine states and the District of Columbia), the Producer should be prepared to meet any equal time obligations that may arise.

AWARDS AND FESTIVALS

The Producer shall notify Programming prior to submitting the program for any film festivals, screenings or awards consideration, and the Producer agrees to consult with PBS with respect to the appropriate acknowledgment/credit to be given to PBS.

BROADCAST PAPERWORK

PROGRAM ACCEPTANCE AGREEMENT

The Program Acceptance Agreement (PAA) is an online document that the Producer is responsible for completing.

It covers all aspects of the program, including general contact information, funding details, rights, technical specifications, content descriptions and a legal acknowledgement.

Though this information may be addressed in other conversations or documents with PBS, it is imperative to collect all of these details in the PAA so that member stations have access to the details in order to schedule it for their market.

The PAA will be due approximately three months prior to the month that the program airs in. The Producer will work with the appropriate Programming contact to complete the PAA.

In addition to the PAA, PBS may require other legal documentation.

PACKAGING FORMS

Packaging forms is an online portal in which the Producer is required to submit the program rundown (format), funding pod details, and webtag and offer details. These are all mandatory in order to create the media inventory, which is required to submit media for delivery.

Please consult with the appropriate Programming contact for details on how to fill out these forms.

MUSIC CUE SHEETS & VISUAL CUE SHEETS

In order to comply with the terms of its agreements with music rights organizations on behalf of public television and with federal regulations, PBS maintains music cue sheets for all of its programs. Music cue sheets are due from the Producer or Presenter before the show's initial broadcast (or, for a live show, as soon after the initial broadcast as possible).

A Producer may utilize the PBS-administered, pre-negotiated, sync licenses (i.e. the statutory, compulsory license at 17 USC Sec. 118 and/or PBS's negotiated, voluntary license with the Harry Fox Agency, as applicable) for all eligible musical compositions in connection with public television broadcast and Internet streaming via the PBS network, rather than rely on Producer's own negotiated paid sync license, but only in the event that Producer timely submits a music cue sheet that indicates the eligible music sync rights are to be cleared through the PBS-administered sync licenses.

All music cue sheets must be submitted via the RapidCue online portal. To set up an account, please contact copyrightadm@pbs.org.

If the Producer utilizes the PBS/public media compulsory visual arts statutory rates, they must also submit a visual arts cue sheet. Please contact copyrightadm@pbs.org for further information.

BROADCAST TECHNICAL DELIVERY STANDARDS

TECHNICAL OPERATING SPECIFICATIONS

All programs must meet the technical requirements set forth in PBS's Technical Operating Specifications, or TOS, manual.

[TOS SUBMISSION](#) is intended for producers, editors and engineers who are submitting programs for PBS broadcast. [SATELLITE UPLINKS](#) and [DISTRIBUTION](#) documents may also be references as applicable.

CONTAINERIZATION

Containerization is a method that enables content to be produced and delivered as a number of discrete components. This allows PBS to package the master file and update as needed over the course of the program's life. It also allows for easier distribution across platforms.

As containerized elements can be moved within the format, the component should be self-containing of all audio, video, captioning and secondary audio data.

Video/Audio:

There should be no overlaps of video or audio, no "L cuts" and no slug. A file should have no holes between these elements and should have continuous timecode.

Closed Captions:

There can be no up cuts, down cuts or hanging captions within a containerized element. A continuous close captioned file with uninterrupted timecode is required.

Length:

All elements should be delivered in full second durations (no straggling frames), and no element can be less than five seconds.

This method is required for all programs as it increases flexibility, facilitates distribution, and enhances PBS's ability to attract and retain program underwriters.

For more details regarding how to containerize, please reach out to Programming.

FILE DELIVERY

PBS recommends that all programs be delivered as media files. If the Producer is delivering to PBS for the first time, a test delivery is required prior to the master delivery date.

For further guidelines on file delivery, please reach out to the appropriate Programming contact.

TITLE SAFETY & STATION BUG SAFETY GUIDE

PBS requires that all programs follow 16:9 title safety guidelines for any texted elements.

PBS also requires the Producer to leave the bottom right portion of the screen clear of any texted elements, as this area of the screen is reserved for PBS Member Stations to place their station IDs/logos. Any text in this area runs the risk of being covered by a station ID, and therefore will be obscured for the viewer.

PBS reserves the right to require the Producer to move any text that comes in conflict with this area.

Consult programming for a guide for 16:9 title safe and station logo clearance areas.



Section 3
Standards
& Practices

FUNDING RULES

POLICIES

All content distributed by PBS must comply with the following policies:

- [PBS Editorial Standards & Practices](#), which articulate the core principles that ensure the quality and integrity of all content distributed by PBS
- [PBS Funding Standards & Practices](#), which articulate the core principles that ensure the noncommercial nature of all content distributed by PBS
- [PBS Co-Production Guidelines](#), which articulate the principles for evaluating the acceptability of organizations other than public television stations as co-producers

DEFINITION OF A FUNDER:

PBS defines a funder as any third-party donor (e.g., corporation, foundation or private individual) that has made a financial contribution to support:

1. the production or acquisition of specific content distributed by PBS;
2. the research and development for that content;
3. the packaging or repackaging of that content; OR
4. the program service (e.g., PBS, PBS Digital Studios, PBS Kids) through which that content is distributed.

Funders of PBS content cannot be anonymous. Federal law requires that broadcasters “fully and fairly disclose the true identity” of all funders.

Entities that regularly produce content (such as public television stations, commercial production companies and international broadcasters) and that finance their own productions in whole or in part (or their affiliated entities) are not funders and may not be acknowledged as funders. These entities are regarded as “producers” or “co-producers.” Likewise, entities regularly engaged in the distribution of content are not funders; such entities are regarded as “distributors.”

Any financing provided by these entities must be disclosed to PBS in the [PAA](#).

PBS requires the complete and accurate Underwriting Credit Clearance, or UCC (found in [PACKAGING FORMS](#)), form to prevent delays in scheduling and other potential program distribution complications. Please consult the Programming department if you have questions about its completion.

TYPES OF FUNDERS

Specific guidelines tailored to the disclosure of various categories of funders, as detailed in the [PBS Funding Standards & Practices](#), are as follows:

- **Individuals** - All individuals who provide funding, including through crowdfunding campaigns, must be identified to PBS by their legal name (not a pseudonym or online username). Producers should make this requirement clear at the outset of any crowdfunding campaigns to ensure that funding is not raised from anonymous contributors.
- **Corporate Divisions and Subsidiaries** - If funding comes from a corporation's bona fide operating division or subsidiary with independent budgeting and decision-making authority, that division or subsidiary may be identified as the funder without identifying the parent corporation.
- **Brand Names** - Established brands that are not corporate entities (for example, "Jell-O" is a brand owned by Kraft, "Crest" is a brand owned by Procter & Gamble) may be identified as funders if the corporate owner is also fully and clearly disclosed. However, individual products or product lines may not be identified as funders (such as "Crest 3D White Toothpaste").
- **Endowments, Trusts and "Friends Of" Initiatives** - Third-party endowments, program-specific trusts or other "friends of" initiatives that provide funding may be identified as funders. Public television station endowments should be identified as funders only if there is a clear and direct connection between the endowment and the specific content being funded.
- **Foundations** - Many foundations feature specific grant programs (e.g., Ford Foundation's JustFilms grant). When content receives funding from such a grant, the grant may be identified as a funder provided that the foundation is also fully and clearly disclosed.

IDENTIFYING FUNDERS

PLACEMENT OF FUNDING CREDITS / FUNDING CREDIT PODS

The Producer may elect to acknowledge all funders through standalone funding credit “pods.” These pods must be clearly distinguishable from editorial content and must not interrupt regular programming. Funding credit pods also must appear during natural breaks, generally at the beginning and end of programs.

For Broadcast:

- **Top of Program** - The Producer is required to place a funding credit pod at the beginning of the program or immediately after a brief tease or open to avoid interrupting the content.
- **Middle of Program** - Mid-break funding credit pods are generally prohibited, but for those programs longer than 60 minutes that have been approved to have a TURNKEY BREAK in the program, a third funding pod may be permitted. The inclusion of this additional pod must be approved by Programming and S&P. If permitted, the third pod would follow the break and precede the second half of the program.
- **End of Program** - The Producer is required to place a closing funding credit pod at the end of the program. This funding pod must fall as close to the production credits as possible.
- **Production Credits** - In order to remain transparent in this multiplatform world, the Producer is required to include a listing of the original production funders in the production credits. To see details on how to implement, see the [PRODUCTION CREDITS](#) guidelines of the Producer’s Handbook.

For Digital:

- Producers may use a pre-roll placement to recognize corporate sponsors at the beginning of program videos that are three minutes in length or more. Each pre-roll may contain only one sponsor message. Only one pre-roll is delivered per video. If there are multiple sponsors for a program, then each pre-roll message will rotate at a percentage directed by the producer across the video streams.
- Logo and display placements are also available on the program pages on pbs.org via desktop and mobile devices. All digital creative must adhere to the PBS Funding Standards, and must be reviewed and approved by the digital sponsorship team. More information about digital sponsorship is available [HERE](#).
- On full-length videos, the producer may also include a funder pod to recognize additional funders, such as foundations that do not have pre-roll messaging. The funder pod is delivered separately when the video is ingested and will be inserted at the beginning of the episode. More information about non-corporate funder pods is available [HERE](#).

For Learning Media:

- To minimize commercialism concerns, funding credit pods should be placed only at the end of content that is intended primarily for use in educational settings (such as PBS LearningMedia).

DURATION OF FUNDING CREDIT PODS

The duration of funding credit pods on video content varies by platform to align with audience expectations, while always preserving PBS's noncommercial mission and character.

- **Standard Broadcast** - A standard broadcast funding credit pod may be up to 60 seconds in length, (including any preamble language). Credits for each individual funder must not exceed 15 seconds.
- **Premier Broadcast** - A major funder who meets a monetary threshold set by PBS may, subject to PBS approval, receive a 30-second credit. In such circumstances, the total duration of the funding credit pod acknowledging all funders must not exceed 95 seconds, and the total portion of the funding credit pod acknowledging corporate funding support must not exceed 65 seconds.
- **Educational Video Content** - For content intended primarily for use in classrooms or other educational settings, the total duration of all funding credits must not exceed 15 seconds.
- **Full-Length Digital Video** - For full-length digital video content (e.g., the complete episode of a program), the total duration of all funding credits must not exceed 45 seconds. This includes up to 15 seconds for acknowledging funders within the full-length digital video and up to 30 seconds for acknowledging funders in a "pre-roll" credit before the video begins, as further detailed on the Digital Sponsorship producer exchange. Also, in the interest of transparency, and where applicable, all original funders should be identified in the text of production credits, in plain text beneath the video or in a metadata field.
- **Digital Video Excerpts** - Promotional clips and clips of excerpted program segments that are 30 seconds in length or less must not include funding credits (except in rare instances with prior approval from PBS, such as when federal regulations require acknowledgment of a federal grantor agency). The Producer may elect, but is not required, to include funding credits on longer clips. For clips that are longer than 30 seconds but shorter than three minutes, the total duration of funding credits must not exceed five seconds. For clips that are three minutes in length or more, the total duration of funding credits must not exceed 35 seconds. Additional restrictions may apply depending on the rules set by the social media platform where the clips appear.

TREATMENT OF FUNDING CREDIT PODS

The funding credit pod should mirror the production values of the program and adopt a similar tone.

The top and tail funding credit pods also must identify the same funders, and should be similar in treatment and length.

Funding credits should NOT:

- Utilize a static background
- Include the image or voice of any person or character featured in the program
- Engage the same VO as the narrator of the film

NUMBER OF PERMISSIBLE FUNDERS

There is no limit on the number of funders that may contribute to content. In cases where taking time to voice each funder credit would push the pod over its maximum duration, crediting multiple funders on a text/visual-only card with a voiced heading “and by the following...” may be permitted.

If there are more funders than can reasonably be conveyed to the audience in the time available (e.g., crowdfunding campaigns), then the Producer should identify the major funders individually and the remainder generally, with a statement advising the viewer that a complete funder list is available.

This credit, both as a voiceover and in text, must be worded as follows: “And others. A complete list is available from PBS.”

The full list of approved program funders will be made available to member stations by PBS to address viewer inquiries. The Producer is also encouraged to make the full list of funders available online.

INTRODUCTORY LANGUAGE OF FUNDING CREDIT PODS

Funding credit pods that accompany video content must contain clearly identifying introductory language, also known as a preamble. Such language must not imply a commercial or editorial interest by the funders. Examples of acceptable language include:

- “This program was made possible (in part) by ...”
- “Funding for this program was provided (in part) by ...”
- “Major funding for this program was provided by ... Additional funding was provided by ...” [when there is a significant difference in the amount of funding from two or more funders]

The words “in part” must be used when production costs are only partially covered by funders and the balance is assumed by the Producer of the program to avoid any misimpression that the program was funded in its entirety by the funders.

PBS FUNDING CREDITS

Programs receiving funding from PBS must include a funding credit at the end of the funding credit pod that acknowledges PBS viewers (commonly known as “Viewers Like You”).

The “Viewers Like You” voiceover should be worded as follows:

- **Standalone credit** - “This program was made possible in part by contributions to your PBS station from viewers like you. Thank you.”
- **Credit when there are other funders** - “This program was made possible by (UNDERWRITERS) and by contributions to your PBS station from viewers like you. Thank you.”

The “Viewers Like You” credit must contain a visual graphic reading “Viewers Like You” that transitions out and is replaced by a graphic reading “Thank You” in sync with the voiceover. This text should be the prominent focal point on-screen.

The spot should mirror the treatment of the funding pod and the production values of the program.

CPB FUNDING CREDITS

Programs with CPB funding must identify the Corporation for Public Broadcasting in the funding credit pod. Funding from CPB is distinct and independent from PBS funding. The Producer should not assume that both credits always appear together.

This credit, both as a voiceover and in text, must be worded as follows: “This program was made possible by the Corporation for Public Broadcasting.”

The CPB credit must contain a visual treatment with the CPB logo. For current guidelines, consult the CPB website.

FUNDER ORDER

When video content is funded by more than one funder, the funders generally should be listed in descending order of support, with the largest funder appearing first, regardless of category (e.g., corporate, government, foundation). When two or more funders provide equal funding, the Producer may determine which funder appears first. For ongoing series, funders who support a particular episode should generally be listed first, followed by series funders.

When PBS money has been received by the Producer, the “Viewers Like You” credit should always be the last element in the funding pod, regardless of the amount.



Section 4

Legal

RIGHTS REQUIREMENTS

The PBS Rights and other business terms set forth in PBS Agreements are negotiated on a case-by-case basis and the terms may vary significantly depending on a number of factors; however, the following basic terms apply to all programs distributed by PBS. For a full view of the PBS Standard Terms and Conditions, consult the [ADDENDUM](#).

RELEASES / LICENSE TERM

For each program distributed by PBS, the Producer will grant to PBS a specific number of “releases” or “plays” over a specific time period. (A “release” is defined as unlimited plays during any consecutive seven-day period.) The exact number of releases and the length of the license term may vary from program to program, but PBS typically requires a minimum of six releases over a four-year period beginning with the initial public television exhibition.

A “release” is a concept that only exists in the public television guild agreements with the WGA, SAG/AFTRA and AF of M. If you are not a guild signatory, PBS will require unlimited “plays.”

PBS TELEVISION RIGHTS

The Producer must grant to PBS the exclusive PBS television rights for the program(s).

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

1. Broadcast by public television stations on primary and secondary (multi-cast) channels, including the right to stream the program as part of the PBS linear schedule;
2. Cablecast on a noncommercial, sustaining basis on cable channels programmed by PBS or public television stations;
3. Transmission on home satellite and cable channels and services that are branded PBS or in which PBS owns an equity share;
4. Exhibition on a noncommercial, sustaining basis via commercial broadcast channels, cable services and satellite services in areas unserved by a public television station in the PBS License Area (“Unserved Area Rights”);
5. Free Streaming — the right to videostream the program(s) at no cost to the end user/viewer (free). In some instances, PBS may require that fee-based streaming rights be included in the grant of rights to PBS;
6. Free VOD “FVOD” — the right to include the program(s) in a video-on-demand (“VOD”) service at no cost to the end user/viewer (“FVOD”). In some instances, PBS may also require that fee-based or subscription VOD rights be included in the grant of rights to PBS; and
7. Membership VOD “MVOD” — Any FVOD service(s) owned (in whole or in part), operated, distributed, programmed or branded by PBS or a PBS member station, in any and all languages, to enhance local public television station membership by making certain public television programs, including the program, available for no separate charge to public television station members who support public television through membership donations (“PBS Members”). Access to the program via any such MVOD service shall be limited to PBS Members by password protection or similar authentication means. For the avoidance of doubt, MVOD Rights shall not be deemed subscription VOD, and Producer shall have no right to a share of donations received from PBS Members.
8. Multicast Rights — unlimited releases of the program(s) on multicast channel(s) offered as secondary public television channel(s) by PBS or its member stations. Unlimited multicast rights are included in the grant of rights at no additional cost when television rights are cleared under SAG/AFTRA, WGA and AF of M.

PBS’s exclusivity shall apply to all other forms of television transmission, distribution and exhibition including, but not limited to, commercial and non-commercial broadcast, cablecast, satellite transmission, internet transmission and exhibition, wireless, microwave, video-on-demand, video streaming, downloading, podcasting (including video

podcasting), download-to-own, pay-per-view, and Internet protocol television (“IPTV”) distribution, and shall apply to all versions and formats of the program(s) in any language, and to all display and transmission standards, now known or hereinafter devised, including, but not limited to, standard television, high definition television, digital television, and advanced, enhanced, and interactive television.

Canadian Holdback – PBS generally requires a period of exclusivity against any distribution in Canada prior to, during and within a prescribed time period following the initial PBS release.

Theatrical releases prior to and during the PBS License Term are permitted only with the prior written permission of PBS.

EDUCATION RIGHTS

Off-Air Record Rights – As a condition of PBS distribution, the Producer must grant to PBS the right to authorize off-air recording of the program(s) for educational purposes for one (1) year* following each release of the program in the Preschool through Grade-12 market. *One (1) year is the standard grant of these rights to PBS. Exceptions can be made only if the program contains third party elements (e.g., music, archive video or photos) that are not cleared.

DIGITAL CLASSROOM RIGHTS / PBS LEARNING MEDIA (“PBSLM”)

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

ONLINE RIGHTS

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

OTHER RIGHTS

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

PROGRAM PROMOTION RIGHTS

The Producer must grant to PBS the right to use and authorize others to use the program and series titles, the names, voices, likenesses and biographies of all persons or characters appearing on or performing services in connection with the programs, including the right to excerpt portions of the program or program element (e.g., opens, animations, music, packaging elements, etc.) of up to five minutes per clip for the purpose of advertising, promoting and publicizing the program or for institutional promotion in any medium (including online). The public television guild agreements impose caps on the number of clips and excerpts that may be used to promote a program, which caps vary depending upon on the length of the program from which the clips were taken.

WARRANTIES AND INDEMNITIES

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

Section 5

Producer

Business

Compliance

Policy

OVERVIEW

It is the policy of PBS to comply with all applicable trade control, anti-money laundering, terrorism financing, and anti-corruption laws and regulations. This policy applies to all employees of PBS and its agents and third-party service providers. Producers are expected to understand this code of conduct and to incorporate these compliance obligations into the regular course of business. Compliance with trade control, anti-money laundering, terrorism financing, and anti-corruption laws and regulations is essential to our ability to engage in projects internationally. Failing to comply can result in severe consequences for PBS and Producers, as well as individuals involved, including substantial civil and criminal penalties.

U.S. TRADE CONTROLS

PBS is committed to conducting business worldwide in compliance with applicable U.S. trade controls laws, including all applicable import and export controls, economic sanctions, and antiboycott measures.

RESTRICTED COUNTRIES

The U.S. government prohibits certain types of business activities with certain countries and territories (including individuals and companies in such countries/territories) believed to have ties to terrorism, weapons proliferation or other prohibited activities. Such business activities include, among other things, the import and export of certain technology, hardware and software; financial transactions; the provision or receipt of services; and travel.

The U.S. maintains lists of sanctioned countries and territories under sanctions and export control laws. The Office of Foreign Assets Control (“OFAC”), a part of the United States Treasury Department, administers the sanctions against the various designated countries and territories. The countries and territories listed in the chart below are currently subject to comprehensive U.S. sanctions.

CUBA	IRAN	NORTH KOREA
SYRIA	CRIMEA	

RESTRICTED PARTIES

The U.S. maintains lists of restricted parties for national security and other reasons under sanctions and export control laws. U.S. sanctions prohibit dealings with thousands of individuals, entities and vessels identified on OFAC’s online List of Specially Designated Nationals and Blocked Persons (the “SDN List”). U.S. sanctions also restrict certain types of trade and financial dealings with Russian financial institutions, defense companies, and energy companies identified on OFAC’s online Sectoral Sanctions Identifications List (“SSI List”) and the Government of Venezuela. These prohibitions also extend to entities that are directly or indirectly owned 50% or more by one or more parties listed on the SDN List or SSI List or by the Government of Venezuela (whether individually or in the aggregate).

Producers shall comply with these measures by screening and periodically rescreening vendors and partners against the SDN List, SSI List and other U.S. restricted parties lists, and by conducting due diligence on certain vendors and partners. U.S. persons may not “facilitate” or in any way approve or assist prohibited conduct by non-U.S. persons that U.S. persons could not engage in themselves. Many other jurisdictions impose similar sanctions, including, for example, Canada, the United Kingdom and the EU.

Producers shall comply with all sanctions laws and regulations that apply to it, except to the extent prohibited or penalized by U.S. law.

EXPORT CONTROLS

U.S. export controls restrict the export and reexport of specific types of sensitive hardware, software, software source code and technology (collectively, “controlled items”). U.S. export controls restrict not only the physical transfer of controlled items, but also the visual, oral or electronic transfer of controlled technical information or software (and software code), such as by email or during a conference call or meeting. The disclosure or release of controlled technical information or software source code even within the United States to a non-U.S. national (including non-U.S. employees) also may be restricted under U.S. export controls

ANTIBOYCOTT

Producers are prohibited from complying or agreeing to comply with non-U.S. boycotts in which the U.S. does not participate (principally the Arab League boycott of Israel), and must report to the U.S. government all requests to comply with such boycotts. Producers also could be exposed to tax penalties if it agrees to comply with such boycotts. These requests are sometimes made in contracts with non-U.S. companies containing provisions requiring Producers to comply with all local laws.

ANTI-MONEY LAUNDERING AND TERRORISM FINANCING

Money laundering is the process of transferring illegally obtained money through legitimate people or accounts so that its original source cannot be traced. Terrorist financing is the use of lawfully obtained funds to fund terrorist activity.

Producers shall not engage in any conduct that constitutes money laundering, terrorist financing or any action that would facilitate money laundering or terrorist financing. Prohibited conduct includes:

- Conducting a financial transaction involving the proceeds of unlawful activity with the knowledge that the transaction is designed to conceal or disguise the original source of funds or avoid a financial reporting requirement.
- Conducting a financial transaction with the knowledge that the transaction could help fund terrorist activity.

ANTI-CORRUPTION POLICY (FCPA)

BRIBERY AND CORRUPTION

The U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act 2010 and similar laws around the world prohibit companies and individuals from engaging in bribery and corruption when dealing with government officials or business counterparties. These laws have wide application and can apply to conduct anywhere in the world.

PBS prohibits bribery and other corrupt conduct in any form. Bribery, kickbacks and other improper inducement — including bribes made to foreign officials, business partners, other commercial counterparties or anyone else — are strictly prohibited.

No officer, director or employee of Producer may, directly or indirectly through a third party:

- offer, promise, pay, give or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage for Producers, or improperly reward the recipient for past conduct; or
- request, agree to receive, or accept a bribe, kickback, improper benefit or any other financial or other advantage that would compromise the recipient’s ability to make an objective and fair decision.

Offering or providing money or other things of value to government officials outside the U.S. can raise special risks under anti-corruption laws and should be approached with heightened caution. The FCPA's definition of "foreign official" is broad, and U.S. enforcement authorities have interpreted it to include foreign government employees and employees of government-owned or government-controlled entities.

In very limited circumstances, reasonable meals and gifts of a nominal value may be provided and only if the recipient confirms to the offeror that the meal or gift is permitted under the recipient's country laws.

ACCOUNTING

Prior to paying or authorizing a payment to a foreign official, Producer's employees or agents should be sure that no part of such payment is to be made for any purpose other than that to be fully and accurately described in the company's books and records. No undisclosed or unrecorded accounts of the company are to be established for any purpose. False or artificial entries are not to be made in the books and records of the company for any reason. Finally, personal funds must not be used to accomplish what is otherwise prohibited by this code of conduct.

REPORTING VIOLATIONS

Any activity that is detected or suspected that is inconsistent with this policy should be reported immediately to the PBS Chief Legal Officer, who will treat the identity of the reporting party and all information received on a confidential basis, consistent with the need to conduct an adequate and fair investigation.

Section 6

Production Management & Operations

PBS Production Management and Operations works with the Producer to finalize the production budget, cash flow, production schedule, payment schedule and deliverables for contracted programs. The Producer will consult with an assigned Production Manager throughout production and delivery on all financial and production issues, including delivery of the program materials, contract compliance and final cost accounting. Additionally, the PBS Production Management team works closely with Programming to ensure basic program elements are available across all PBS platforms.

VENDOR SET-UP AND INVOICING

Producers new to PBS must submit a [W9](#) (W8BEN for non-U.S. companies) and [NEW VENDOR FORM](#).

As contractual milestones are met, producer [invoices](#) are emailed as attachments to prodmgmt@pbs.org. Invoices must include the following information: payee name, payee address, payee phone number, project title, milestone description, total amount due and banking information. Consult Production Management and Operations for a sample [INVOICE TEMPLATE](#).

INSURANCE

Producer contracts will outline specific insurance requirements to include but not limited to a Production (D.I.C.E) Package, General Liability, and Errors and Omissions. E&O insurance must meet the following criteria:

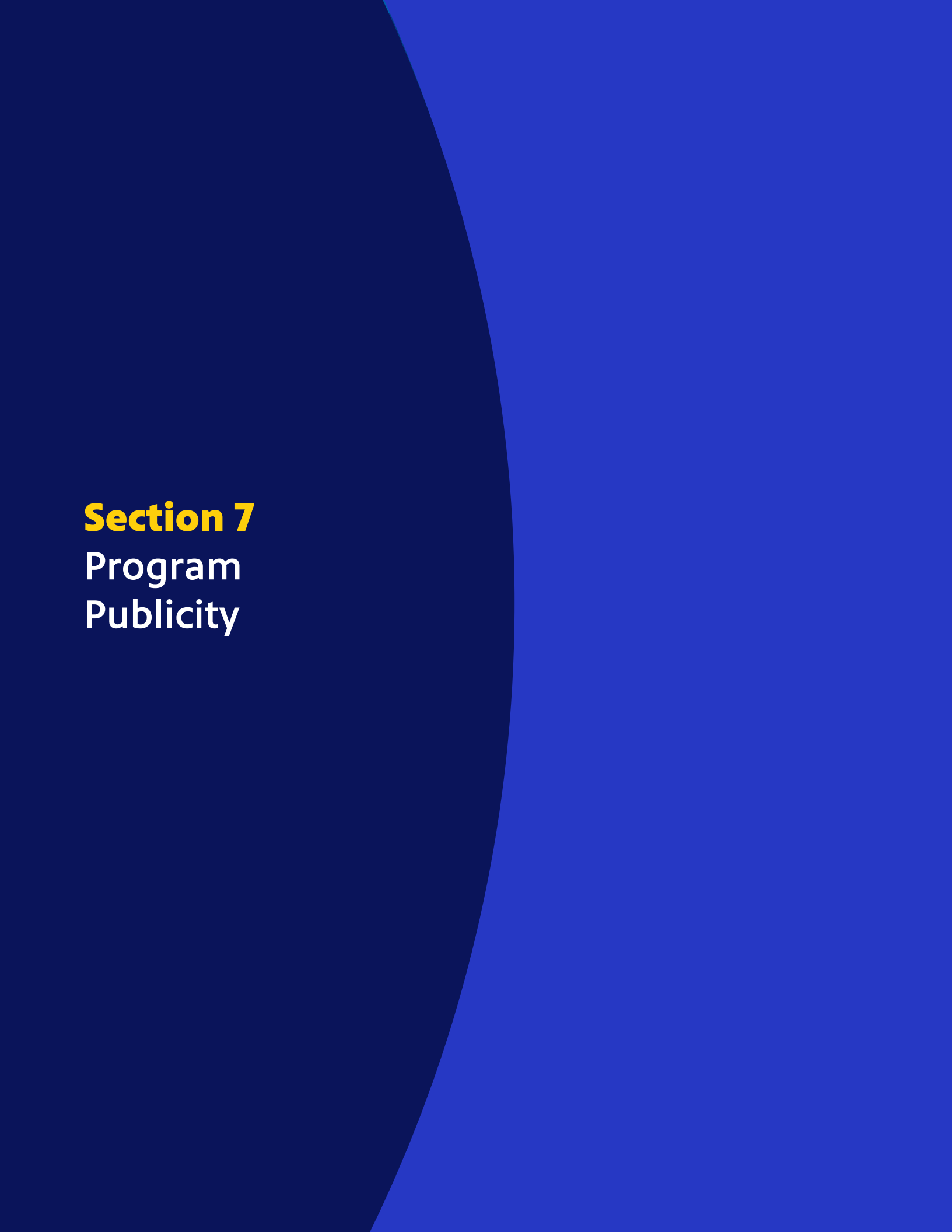
- **“PBS and its Member Stations, 2100 Crystal Drive, Arlington, VA 22202”** to be added as additional insured. Where PBS Distribution deliverables are required, **“PBS Media Distribution LLC and PBS Distribution’s licensees, 10 Guest Street, Boston, MA 02135”** must also be added. When PBS Distribution International deliverables are required, **“PBS UK, LLC, 2nd Floor, 44-46 New Inn Yard, London EC2A 3EY, United Kingdom”**.
- The Policy **period** must be for minimum of three years. The Producer should work with PBS to align the insurance term with Marketing & Social Promotion for the deliverable.
- The **limit of E&O liability** should be \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.
- **Title coverage** (to meet PBS Programming approval in writing) must be included.

A copy of the E&O certificate should be sent to prodmgmt@pbs.org prior to the commencement of any PBS promotional activities and/or the premier broadcast, but in no event later than the delivery of the first program master.

COST REPORTING

At various points during production, PBS may require cost reporting per the contract and/or pay schedule. A Final Financial Report (FFR) will be required at the close of production once all expenditures and revenues have been received and processed. This final cost report shows final actuals as compared to contracted budget on a line item basis with an accompanying variance explanation.

Contact Production Management contact for sample templates, including production schedules, budgets, cash flow and cost reporting.



Section 7
Program
Publicity

The PBS GA Publicity team collaborates with producers to drive media attention and viewership to programs. Through a variety of tactics, the team focuses on engaging traditional, digital, broadcast and specialized media outlets, as well as influencers, to build awareness for the programs. One of the most important tools for getting information and assets about a program to the press and to PBS member stations for their promotional efforts, including program guides, newsletters and station websites, is through PBS PressRoom.

PBS PRESSROOM

PressRoom is a password-protected website used by members of the media, PBS member stations and PBS employees to learn more about upcoming PBS primetime broadcasts. PBS hosts full-length program screeners, high-resolution images, press releases, bios, listing descriptions and other relevant documents on this site.

ASSETS INCLUDE:

Program & Episode Descriptions

Long and short descriptions/listings (the PBS team will edit descriptions to these specs if preferred; when providing listings, please ensure all information is accurate and up to date, and all names and titles are correct)

- Short – 100 characters or less, including spaces
- Long – 250 characters or less, including spaces
 - Listings needed for the overall program page and for each episode
 - Extended episode descriptions can also be published to PressRoom as a document (500-word limit)
- Please include airdates and broadcast times when possible
 - Example listing – GREAT PERFORMANCES “Grammy Salute to Music Legends 2018”
 - Airdate: Friday, October 5, 2018, 9:00-11:00 p.m. ET
 - Short listing: Enjoy an all-star concert honoring Neil Diamond, Tina Turner, Queen, John Williams and more.
 - Long listing: Enjoy an all-star concert honoring Neil Diamond, Tina Turner, Queen, film composer John Williams, New Orleans funk band The Meters and other recipients of the Grammy Lifetime Achievement, Trustee and Music Educator awards.

Press Releases or Expanded Descriptions

The Publicity team will draft press releases based on delivered descriptions and screeners. If the program Producers are requested to write their own press releases, the team will provide a template. For some programs, an extended description (no more than 500 words) can be used in lieu of a press release.

EXAMPLE: [Press release](#)

EXAMPLE: [Extended description](#)

Cast and Producer Bios

Biographies are used to provide background information to members of the press, allowing them to prepare for interviews. They also help the GA Publicity team position the cast when pitching a program to the press.

If applicable, biographies should be provided for:

- Directors
- Producers
- Hosts
- Key talent

High-Resolution Images

For each program and/or episode, PBS will publish eight to 10 to each page (minimum 300 dpi).
NO Screenshots.

- Examples of types of images needed
 - **Dramas** - Production stills, character portraits, staged set shots, title treatment
 - **Documentaries or Films** - Headshots of contributors/featured participants, high-res stills from program, title treatment
 - **Live or Award Programs** - Photos from the stage, award winners, host headshot, title treatment
 - **News and Public Affairs** - Headshots of hosts and reporters, title treatment

Program Screener Files

Full episode screeners are highly suggested, as they are used extensively by press, as well as PBS member stations, to screen upcoming programs.

These files are required to contain a watermark. For more information on file specifications and delivery instructions, please consult your Programming or Publicity contact.

ADDITIONAL ASSETS FOR PITCHING

- Press releases, expanded descriptions, listings, high resolution images, program screeners, all assets noted for PressRoom above
- [Please indicate what program talent participants \(talent, production, experts, etc.\) may be available for media pitching](#)
- [Please provide a document listing all relevant interview subjects and areas of expertise](#)
- [Provide a list of local angles, including geographical sites of note and talent locations](#)
- Pulled clips or suggested selections for media pitching timed to broadcast premiere
 - Compelling clips between 45 seconds and two minutes long featuring a prominent talent or subject in the program

TV LISTINGS SPECIFICATIONS FOR INTERACTIVE PROGRAM GUIDES (IPGS)

TV listings specifications should be submitted 10-12 weeks before month of broadcast. The PBS team will collaborate with the Producer to ensure programs meet the below specs. Short, to-the-point program titles that readily communicate the program topic to a viewer are highly encouraged. Longer program titles risk being truncated on the electronic program guide. Obscure titles that do not catch a viewer's attention mean a program will be bypassed or not easily found in a keyword search.

- Metadata Specifications
 - Character Length
 - Title – 40 max character length, including spaces
 - Description (series/program/episode) – 100/250 max character length (short/long, respectively), including spaces
- Editorial Guidelines
 - Listings metadata (title/synopsis) should be compelling and comprehensive—that even if shortened for Interactive Program Guide (IPG) displays, provides enough series/program detail for the consumer to understand the subject or topic of the program

- Synopsis should contain active voice with present tense forms [ex: “Join us...,” “Explore...,” “Discover...”]
- Synopsis should provide the main point of story or the most intriguing segment/topic that will catch the viewer’s eye (especially if program contains multiple storylines); segments should be separated by semicolons
- Do not repeat episode or show title within synopsis
- Submission Deadlines
 - PBS monthly metadata submission – 10-12 weeks in advance of broadcast air
 - Edits/Updates – Online publications can make changes up to 24-48 hours in advance of broadcast air (sometimes less) depending on the provider; for print publication, changes will need to be submitted no less than 14 days in advance of air
- Metadata Restrictions (within the body title/synopsis)
 - Limit characters/signs (- ~ # @ * + % { } < > [] | “ ” \ _ = £), as some listing providers are unable to handle these types of characters
 - Promotional phrasing (such as “gripping drama...” or “explosive ending...”)
 - Brand/sponsorship within title/description (“brought to you by Ford”)
 - Slang terms
 - Season specific titling (“On this season 5 episode of...”)
 - Actor names (“Catherine [played by Julia Stiles]...”)
- Artwork/Imagery Type/Specifications (creative elements the Producer would like to include in artwork can be submitted to the PBS Creative Services department)
 - Provide the following asset types:
 - Key art (or title treatment), Show Images and Cast Images
 - Ratio: horizontal (4:3, 16:9, 2:1), vertical (3:4) and square (1:1)
 - Dimensions: 3000x3000, 3840x2160, 2048x1024, 1440x1080, 1080x1440

IF SELECTED TO BE FEATURED AT TCA PRESS TOUR: ADDITIONAL ASSETS

PBS presents twice yearly at the Television Critics Association (TCA) Press Tour, which is held at the Beverly Hilton in Beverly Hills (summer) and the Langham hotel in Pasadena (winter). TCA brings together approximately 200 television critics and writers from news outlets across the U.S. for a series of press conferences presented by broadcast networks and cable channels to showcase their major new programs.

If a program is selected for TCA, additional assets are required. These assets should be made available four to six weeks before TCA.

- All listed assets for PressRoom above (high resolution photos, press releases, listings, program screeners, etc.)
- Participant bios – descriptions of each panelist participating
- Participant headshots
- “Hush reel” to play at the beginning of session – often 60-second video previewing upcoming content (for example, a trailer, highlight reel, etc.)
- Relevant social media handles of participants and/or panelists to include on seating chart slide



Section 8
Multiplatform
Marketing

PBS takes a multiplatform approach to content development, distribution and marketing. This not only includes engaging audiences via broadcast television, but also on web, mobile and over-the-top (OTT) platforms. Our approach includes streaming video, website engagement and social media. A program's production agreement with PBS will list out the required set of deliverables from producers to create the following experiences.

MARKETING

As part of the PBS multiplatform approach to program promotion, the PBS Marketing sets the strategy for promoting programs on PBS while also ensuring that PBS brand guidelines are met.

BRANDING

Branding means ensuring that the full PBS logo (shield + wordmark) is clearly visible on/in every PBS promotional asset. The goal is to always connect all content promotion with the PBS brand for viewers/readers/consumers.

On-Air Promo Branding

PBS logos appear at or towards the head of video promos for at least one to three seconds. Use keyable logo at the start of a program.

The Producer should contact PBS Programming for the current Promo Branding.

Print/Digital/Social Advertising

Any Producer-created assets promoting tune-in or streaming should carry PBS logo as the viewing destination. PBS logos for print and digital can be found at pbs.org/brands. The Producer should send creative to brand@pbs.org, and PBS will quickly review and ensure usage is consistent with brand standards.

IMAGES

Producers must provide PBS with high-quality, high-resolution (at least 300 dpi) digital photography (.jpeg or .tif format); no screen grabs. These promotional images need to be relevant to the program and should be well-composed, dynamic and attention-getting without distracting or unnecessary elements. Images need to have color balance, crisp focus and proper lighting. Images may be submitted via email, external drive, FTP site or transfer service and must contain full identification and photo credit.

Images provided to PBS will be made available online to national press and member stations on PBS PressRoom and the Source.

Types of images required:

- Signature image photography to represent show or series in its entirety
- Unit still/signature image photography to represent the main ideas or themes of each individual episode of a series
- A variety of gallery/portrait images of talent/characters, with different postures (sitting, in character motion) and with a range of emotions expressed (where applicable)
- Behind-the-scenes photography (where applicable)
- Historical/archival photography of the era/subjects (where applicable)
- Plates and sets - both interior and exterior environments - in which to set scenes in compositing key art/ images of environments representative of the subject matter, or to act as a graphic bed to "hold" text (where applicable)
- Host and/or celebrity participants – send clearly categorized for promotion (cleared, could be cleared, unable to clear) headshots or portrait images. (where applicable)

Photos are typically provided three to four months prior to broadcast. Photo rights must be granted for the broadcast rights period; it is the Producer's responsibility to clear usage rights with the photographer/agency.

TITLE TREATMENTS

Upon request: program title logo/title treatment must be delivered as vector art: .eps, .ai, or equivalent. .pdf acceptable as long as it's a vector file. For broadcast, whether static or animated, provide the graphic of the show title used in the promo, along with a matte. Title treatments are provided to PBS as soon as available, typically along with photos and screeners.

ADDITIONAL MARKETING SUPPORT

PBS designates certain programs to receive extra promotional support, which may include featuring the program in image spots, preview reels, providing paid support or creating additional assets. As such, the following additional elements may be requested:

- Additional images
- Electronic press kit (EPK)/behind-the-scenes (BTS) footage (where available) – which should include any promotional rights restrictions information
- Theme music/split tracks – this should be the full and clean version of the show's theme music, along with any existing variations
- Footage cleared for out-of-context promotional use beyond PBS platforms
- An extra version of the :30 promo for embedded promotion (with captions)
- Full program rights cue sheet (also referred to as footage log) – which should consist of a timecoded shot list with original source footage names and rights information, including promotional exclusions, for each shot



Section 9
Promos

ON-AIR PROMOTIONAL SPOTS

A 30-second and 20-second high definition (HD) “co-brand clean” promo for on-air promotional spot for each program or episode is due to PBS a minimum of six weeks prior to broadcast. Rights for these spots must cover the broadcast rights of the program and be cleared for all media platforms.

Delivery of these spots is to the PBS DAM (digital asset management) system.

Please see section on [PBS DAM onboarding](#).

PROMO CONTENT BEST PRACTICES

Do not include language that refers to any of the following in a promo:

- The producer
- The presenting station
- The funder, unless the funder is included in the legal name of the program
- Medical claims of any kind
- Mention of a contest, auction or sale of goods or services

Avoid specific airtime language. Do not specify or even imply any specific air date, including the words “LIVE” or “NEW.” If the Producer wishes to acknowledge an air date for a special program with wide common carriage, provide these spots in **addition** to the non-dated versions (i.e., supply a separate “dated” version). Only spots without a mention of time or date are considered standard.

VERSIONS

For a single episode special, the Producer must provide a 30-second and 20-second promo. For a multi-part series, the Producer must provide 30-second and 20-second generic spots that promote the series, and a 30-second and 20-second promo for each episode of the series.

IMPORTANT TIPS TO PROMO CREATION

1. **20 is not the new 30:** Do not treat the 20-second promo as an afterthought of the 30-second promo. While it may be a version of the promo, it is an important length that member stations use quite often. Ensure that the 20-second can stand alone on its own merits.
2. **Additional lengths:** If the Producer is able to provide more than the minimum number of spots required, provide shorter or longer spots (10, 15, 60 seconds, for example). Making shorter promos, while not adding much additional cost, may increase the visibility of a program. Member stations always need fresh longer-length elements, so 60-second spots and fillers (two to five minutes) are always welcome.
3. **No odd lengths:** All spot lengths must end with a 0, except for a 15-second spot. Fillers over two minutes long may violate this rule. Frame accuracy is always required, no :20;17 spots.
4. **Five second requirement:** If the promo includes narration, it **MUST** end five seconds before the end of the promo to allow member stations to add local day and time information. During this time, the graphic title should be clearly visible. Ten-second promos are not required to accommodate the five second tag time.
5. **Music / SFX tag:** The last five seconds, or the tag time, of a promo is used for local tune-in voice-over. During this time, keep any existing audio effects at bed level, generally 50% of the normal audio level.

PROMO CONTENT GUIDELINES

While some program subject matter is inherently provocative to encourage use of your promos, apply discretion to ensure your promos adhere to prevailing standards of decency. The Producer should do their best to make compelling, provocative promos without using shots or language which some people might find offensive. Specific listed below:

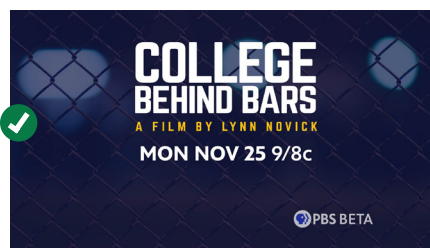
- No extreme violence/ nudity or explicit sexual content/ dead bodies
- No offensive language, racial/ hate crime slurs, threat of violence or sexual innuendo
- Lower third clear of graphics and words for co-brand assets
- No narration and music bed lowered generally 50% for the last 5 seconds end page
- No pixilation, interlacing, glitches, jump frames, or grainy footage

Upon request, supply promos additionally as 'clean/textless,' i.e. without graphics keyed over footage, and with audio splits (a minimum of 4 separate tracks for narration, sync audio, and music/effects).

Aside from the use of the optional lower-third Promo Open graphic, keep graphics and titles out of the lower-third for the entire spot so member station can co-brand with their local information and tune-in. Many member stations use the lower-third area for tune-in graphics and branding.



DO
Supply promos as 'clean/textless'



DO
Keep lower third clear of graphics and words for co-brand assets



DON'T
Place graphics and titles in the lower-third for the entire spot



DON'T
Place graphics and titles in lower-third

No “Shrinkbacks”

Instead of using a lower third graphic to add local tune-in information, some stations tag their promos by shrinking back the entire promo image over a graphic background. For this reason, avoid using a shrinkback effect of your own in the title treatment of your promos.



DO

Keep title treatment at a consistent size in title treatment promos



DON'T

Use a shrink-back effect in promo title treatments

Cut to Black

The head of the promo can cut or fade in at the Producer's discretion, but cut all spots to black at the end.

DIGITAL FILE DELIVERY SPECIFICATIONS

ProRes HQ
File Format: Quicktime (.mov)
Size Estimate: ~ 1GB per minute of video
Timecode starts at **1:00:00;00**
No closed captioning.
One (1) video per file.

Video Stream

Codec: **ProRes HQ**
Frame Size 16/9: **1920 x 1080**
Frame Rate: **29.97 Drop frame**
Video Standard: **NTSC**
Scan Type: **Interlaced** (Upper Field First)
Video Stream BitRate: **220 Mbps**
Video Stream BitRate Mode: **CBR**

Audio Stream

Codec: **PCM (Little Endian)**
Audio Stream BitRate: **1.4 Mbps**
Audio Stream BitRate Mode: **CBR**
Number of Audio Channels: **4** (Stereo 1&2, Mono 3&4)
Sampling Rate: **48 KHz**
Bit Depth: **16 bits**

Requirements

- Only content on the file. No slate or additional black frames of black before or after the spot.
- Exactly 20 seconds and 30 seconds in length. **Frame accuracy required.**
- Lower-third clear of graphic/text **all the way through** (with exception of the PBS logo).
- Official PBS logo appears at or toward the head for one to three seconds (see branded section for on-air logo examples).
- Full title with background appears exactly **five-seconds** before end and remains up. (Stations will add their tune-in and brand in the lower-thirds here.)
- Music bed reduced for station voice-over during last five seconds.
- No fade to black at the end. **Hard cut only.**
- No tune-in: promos should be evergreen (“clean”). Also, do not say “next,” “next on” or “next time.”
- To create the most ideal station co-branding opportunity, PBS prefers content not be letterboxed. If letterboxed content is received, it must be letterboxed throughout the entire promo.

All on-air promotional spots must be cleared for streaming on pbs.org and member station websites. Please note additional rights usage and business use options in the PBS DAM (see PBS DAM onboarding section).

PROMO SELECTS

There are several scenarios in which PBS may request or require promo reels:

PBS BRAND/PROMOTIONAL SIZZLE:

Upon request, the Producer is asked to provide three minutes per episode of the most visually engaging, exciting excerpts that would be appropriate for a general montage reel and/or the most compelling interview clips with audio. Ideally, the clips are short, readable and visually dynamic. Interview excerpts should relay the main idea or themes of an episode or series.

PROMOS FOR INDIVIDUAL EPISODE (EPISODIC PROMOS):

If PBS is creating promos for individual episodes within a series, then additional fully cleared footage may be requested.

RAW CLIPS REEL:

The Producer may be requested to provide material for the raw clips reel, which is made available to PBS member stations for their use to edit their own promotional sizzles. The raw clips reel will consist of several minutes of visually interesting (“sizzle-y”), textless, high resolution media with corresponding audio splits clips.

For all Promo Selects, the material must be cleared for all media uses and out-of-context program promotion. If there is music under any sync audio, the Producer will need to also provide audio splits as WAV, AIFF or mp3. If the music or any video is not cleared for promotional use, do not include it.

Format

- Full res HD digital files Prores HQ or Avid DNxHD.
- Please include program title in the naming of any digital files so that a general editor can tell what program each file comes from.

If promo selects are requested, PBS will provide a deadline to receive this material.

PBS DAM ONBOARDING

The PBS DAM is the central system for collecting, storing, managing and distributing final assets and their metadata for the PBS Marketing and Communications Department.

With this system, all show producers, PBS Marketing creatives, agencies and posthouses can submit digital files for review and approval to one location

If the Producer will be a regular content contributor, the Producers will need to set up a PBS DAM account. To do so, the Producer should send the name and production company of the user, along with content context and the internal PBS Programming contact, to dam@pbs.org. The Producer will be contacted and sent training materials. Full PBS DAM training with a PBS DAM expert is required for every new content contributor, even if the contributor is in a company that has already had another member trained.

*If the Producer is uploading a set of promos one time only and does not plan on being a regular contributor, please specify in the message. The Producer will be assisted in having content uploaded to the PBS DAM without requiring an account or training. The Producer will need to request access to the Box folder “Promo Uploads.”

The Producer may log in to [PBS DAM](#) once an account is set up and training has been completed.

After training, there are additional resources available at any time. This is inclusive to the important definitions for member stations rights usage and business use options mentioned above. On the PBS DAM, search for the term “damsupport.” For specific questions, email dam@pbs.org.

Section 10
PBS Digital

STREAMING VIDEO

PBS integrates video streaming across all distribution endpoints. Using PBS's video content management system, video content will be available on pbs.org, PBS member station websites, mobile iOS and Android video apps, and over-the-top television devices (i.e. AppleTV, Roku, etc.). Throughout the life cycle of a program, audiences will be able to stream the following types of video(s).

SHORT-FORM VIDEO

Short-form video types can include trailers, series previews, episode previews, episode lifts, cutting room floor material, behind-the-scenes extras and digital original videos. These types of videos will be used to promote a program's premiere and engage audiences with content that is between 30 seconds and five minutes long.

FULL EPISODE CATCH-UP STREAMING

To reach audiences beyond broadcast television, PBS will begin streaming full episodes of programs either at the time of its broadcast or shortly thereafter. Generally, programs will be available for up to four weeks after original broadcast for catch-up streaming, then will be made available in PBS Passport, a service that gives extended viewing access to PBS station members.

FULL EPISODE PBS PASSPORT STREAMING

PBS Passport is a membership benefit for members of PBS member stations, with members receiving extended access to PBS programs. Generally, a program will be available in PBS Passport for the length of its license term with PBS. However, exceptions might be made for rebroadcasts and for timely/topical editorial reasons (i.e., historic anniversaries, heritage month campaigns, news events).

PBS.ORG WEBPAGE / WEBSITE ENGAGEMENT

PBS will work with the Producer to determine the scope of its web presence on pbs.org. Approved programs will follow the standard vanity URL format - pbs.org/showname - for online and on-air promotion. Only the pbs.org/showname URL can appear on air or within any promotional material associated with the show.

BASE LEVEL WEBPAGE

At the bare minimum, every PBS program has its own video show page on pbs.org. The page can feature short-form video before broadcast and full episode streaming after its premiere. Video show pages will be created no later than 14 days before broadcast. A video show page's primary purpose is to promote a program before its premiere, stream full episodes day of premiere and provide the viewer with catch-up streaming opportunities after its broadcast.

EXPANDED WEBSITE

The PBS editorial strategy team may determine that certain programs will have an expanded web presence on pbs.org. In this case, the webpage or an expanded website might include cast and character bios, photo galleries, behind-the-scenes video, VR/360 video, interactive features and article/blog content. In addition to promoting a program before its premiere and providing the viewer with catch-up streaming opportunities afterward, the purpose of an expanded website is to engage viewers with rich content that further explains the program's subject matter.

Program websites on pbs.org must adhere to PBS editorial and digital policies. The program website must be accessible and maintained for the duration of the PBS rights period. After a program's license term ends with PBS, all content will be removed from the pbs.org domain.

WEBTAGS / WEBMARKERS

PBS will work with the Producer to determine the use of webmarkers and custom webtags in broadcast programs. Generally, only ongoing series and programs with previously approved vanity URLs (pbs.org/showname) will have these supplementary promotional placements featured within their programs. To request both webtags and webmarkers, please reach out to both your assigned Programming contact and your PBS Digital program manager.

WEBMARKERS

Webmarkers are text that displays onscreen during the body of the program. They reference contextually relevant content on the show's website and provide an opportunity to engage in further conversation about the show via social media. There are generally four placements per 60-minute show and two to three placements for a 30-minute program.

Sample Webmarkers

- #NativeAmericaPBS
- Follow us on Facebook, Twitter and Instagram
- Share your story at pbs.org/meetagain
- Go behind the series at pbs.org/kingdomsofthesky

Any web content referenced via a webmarker should be easily accessible from the program website's homepage.

WEBTAGS

Webtags appear at the end of the program and must only reference pbs.org or an approved PBS vanity URL. No non-PBS-hosted websites may be referenced here.

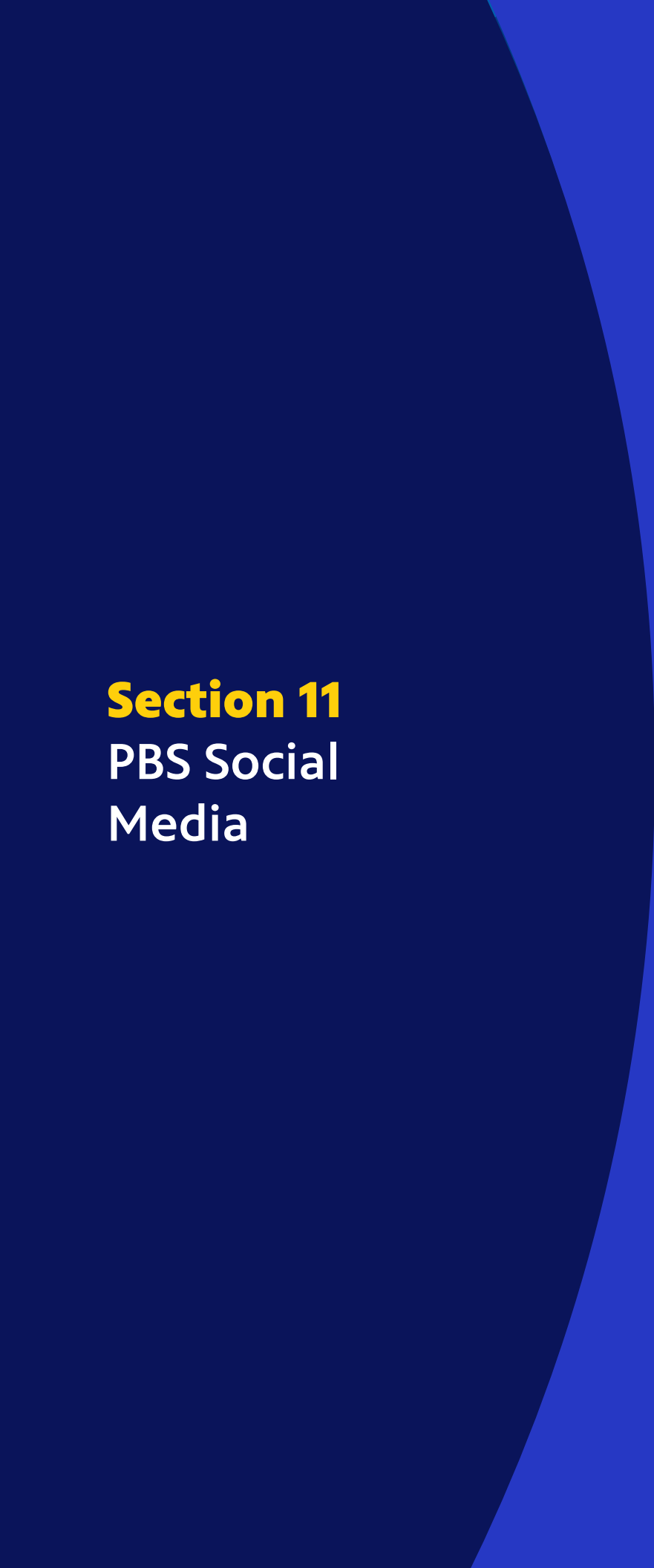
The webtag must be engaging, mirror the production values of the program and cohere with the tail sequence of the program.

PBS encourages a split screen treatment with the production credits.

Sample Webtag

- "The exploration continues on NOVA's website – where you can watch this and other NOVA programs, see expert interviews, interactives, video extras and more."

As part of PBS's multiplatform approach to program promotion, the PBS Social Media team will work with the



Section 11
PBS Social
Media

Producer to determine the scope of a program's social presence on PBS platforms, including social asset needs and roll-out calendar. PBS has a variety of guidelines and requirements for the Producer regarding the formatting and branding of social assets in order to maximize audience awareness and engagement.

SOCIAL PLATFORM OVERVIEW

PBS maintains a presence on several social media platforms, including Facebook, Instagram, Twitter and others when relevant. With each program, the PBS Social Media team assesses which platform(s) will best support the program's themes and potential audience opportunities. PBS does not take a one-size-fits-all approach with social content. The team creates a platform-specific strategy to best leverage the strengths of each platform. Therefore, some programs will not be promoted on all platforms, and some promotional assets will be used across all platforms.

CONTENT MIX OVERVIEW

Throughout the life cycle of a program's social campaign, PBS aims to engage audiences with a mix of content types to maintain awareness of the program. Delivered assets should be a mix of videos, images and social-first assets. The following details PBS guidelines and recommendations around social assets:

FILE TYPES

VIDEO ASSETS

- Total run time should not exceed :60, and ideally would be :30 or less.
- Assets that are :15 or less are the most engaging on social and preferred.
- Video assets can include
 - Promos
 - Promos with kinetic type/burned in captions
 - Clips
 - Animations (cinemagraph, motion graphics)
 - 360 videos

IMAGE ASSETS

- Static images should be square-cut with required branding elements (listed below).
- Image assets can include
 - Tune in cards
 - Image/photo galleries

SOCIAL VIDEO BRANDING GUIDELINES

- The video branding guidelines ensure that users accurately attribute a program's PBS affiliation, as well as deliver consistent branding across all programs.
- All social video must:
 - Be square-cut (1080x1080px) mp4 files
 - For clips and promos, include a PBS watermark in the upper left-corner (must use pre-created template files)

- For animations, alternate branding should be included in an endcard
- See the [PBS Social Video Branding Guidelines](#) for full on watermarks, endcards and template files.

SOCIAL IMAGE BRANDING GUIDELINES

- Static images and animated graphics do not have the same element placement and sizing requirements as social videos.
- All social images should include a PBS logo, the program's title treatment and the program's pre-approved hashtag.
 - PBS will work with the Producer to determine when additional elements should be included within an image asset (i.e., tune-in info, vanity URL, etc.).
- All social images should be square-cut (1080x1080px) .jpg files.

SOCIAL ASSET TYPES

- The delivered assets should reflect a variety of audience engagement objectives; the summary below gives examples of asset ideas by asset objective.
 - Tune-In Assets: Series sell, episodic promo, countdown assets (“tonight,” “one week”), square key art, etc.
 - Awareness Assets: Factoids, quote cards, character cards, 360 images, 360 videos
 - Engagement Assets: Question prompts, polls, UGC campaign asset

DELIVERY TIMELINE AND PROGRAM PROMOTION

SOCIAL ASSET DELIVERY

All social assets should be delivered to the PBS Social Media team no later than one month prior to broadcast. Late delivery impedes PBS's ability to a) deliver promotional assets to local member stations, b) review the assets to ensure the material follows guidelines and c) plan a promotional calendar. PBS reserves the right to request changes to the assets if they do not meet guidelines or need improvements to effectively engage social audiences. PBS also maintains the right not to use delivered assets if guidelines and quality standards are not met.

PROMOTIONAL TIMELINE

The promotional timeline for a program is set by the PBS Social Media team and typically will not begin more than two weeks prior to the program premiere. Shorter pre-premiere promotional timelines are not uncommon and are determined at the discretion of PBS. Timely delivery of social assets and the quality of said assets will impact the promotional timeline.

OFFICIAL HASHTAG

All show-related hashtags used within social assets must be approved by the PBS Social Media team. To begin the review and approval process, please send your proposed hashtags in an email to your Digital Program Manager or Programming contact. PBS reserves the right to veto proposed hashtags that conflict with the PBS brand and may suggest an alternate hashtag regardless.

- Hashtag Guidelines:
 - Plan Ahead: The hashtag approval timeline can vary, so PBS strongly recommends submitting the hashtag as early in the process as possible. Hashtags must be approved prior to asset creation.
 - Include PBS: “PBS” must be included in the hashtag and typically appears at the end of the hashtag (examples: #MercyStreetPBS, #PoldarkPBS).

- Be Open to Suggestions: PBS reserves the right to suggest a hashtag outside of the standard format (program name and PBS) because of the following:
 - Length (ideally 20 characters or less)
 - Spelling
 - Redundancy
 - Used for other programs
 - Not intuitive
 - No abbreviations
 - Unintended meaning

SOCIAL ACCOUNT MANAGEMENT

All common carriage program promotion on social media takes place on PBS's owned accounts. Producers should not launch dedicated social media accounts on any platforms for their program(s). The PBS Social Media team holds sole discretion whether select priority programs warrant launching dedicated accounts. If so, the PBS Social Media team would manage said account. When possible, the PBS social media team will make posts and PBS branded assets available for sharing on producer and partner accounts.

Section 12

PBS Distribution

PBSd

PBS Distribution (PBSd) is a leading distributor of public media content reaching global audiences through multiple platforms, including PBS-branded OTT channels, digital download and streaming services, theatrical and inflight entertainment, DVD and Blu-ray sales, and international licensing.

PBS Distribution offers consumers and educators over 4,000 hours of the highest quality factual, scripted and children's programming, extending the reach beyond broadcast while generating revenue for the public television system, member stations and producers.

For more information, please visit pbsdistribution.org.

Please see your contract with PBS Distribution for detailed deliverables and timelines.

PRODUCTION GUIDELINES

MARKETING DELIVERABLES DELIVERY DEADLINES

Note that all marketing materials must be cleared for worldwide use in all media for the full license term.

24 Weeks Prior to Broadcast

- Key art
- Title treatment
- Additional promotional photo
- Fully cleared two-minute trailer
- Fully cleared 30-second promo

20 Weeks Prior to Broadcast

- Program synopsis
- Season synopsis, if applicable
- Individual episode descriptions, if applicable
- Production credits, funder credits and copyright information
- Production logos and funder logos
- Information on third-party products to be considered for the on-air offer such as companion books, original novels, music soundtracks

VIDEO DELIVERABLES DELIVERY DEADLINES

16 Weeks Prior to Broadcast

- HD distribution program master file(s) in native frame rate and with clean credits (i.e., no product offer, no burned-in TV rating, no bugs, no webmarkers, hashtags or webtags); see detailed [TECHNICAL SPECS](#) and file naming conventions
- Closed caption file(s) synced with distribution program master file(s) and in .scc format
- Described video, SAP other foreign language track, 5.1 audio, if available
- Digital screening files of all submitted material
- Chapter names and timecodes for DVD scene selection functionality; if not available, regularly spaced skipping points will be used
- Any bonus content, if available, including titles for video pieces
- Music cue sheet via RapidCue

- Script
- Textless elements for any video with forced narrative or burned-in subtitles/translations, upon request
- NOTE REGARDING SPONSORSHIP CREDITS – Sponsorship credits should only be included if they are fully cleared (music, talent, VO, etc.) in perpetuity; as a general rule, sponsorship spots cannot be included for digital distribution (download, SVOD)

ON-AIR OFFER

Please reference [ON-AIR OFFERS](#) in the Broadcast portion for details about on-air offer creation and standards.

PBS INTERNATIONAL

In addition to potentially distributing your content with PBS Distribution, you may also work with PBS International, the worldwide co-production and distribution arm of PBS Distribution. Deliverables and technical specifications may vary for international distribution; please see contract for details.

Section 13

PBS Education/
PBS LearningMedia

As America's most trusted institution and number one children's educational media brand, PBS is committed to supporting teachers on their journey to spark students' curiosity.

[PBS LearningMedia](#), a partnership of PBS and WGBH Educational Foundation, is an online destination that offers free access to tens of thousands of resources from PBS national broadcast, stations and partners. These digital tools are designed to enhance classroom instruction -- from videos, images and interactives to lesson plans, articles and primary sources.

Available to all educators, pre-K through 12th grade, PBS LearningMedia offers classroom-ready content aligned to state and national standards, compatible with the tools teachers use most, such as Google Classroom, and contextualized with supporting materials. Each month, more than one million unique users visit PBS LearningMedia to enhance teaching practice and support student learning.

To expand their audience and better serve educators and students, many content contributors are asked to deliver clips of their content and create classroom-ready support materials for PBS LearningMedia.

Please reach out to the PBS LM team to collaborate on how to best reach classrooms with your project at pbslm.mc@pbs.org.

DELIVERABLES

PBS LearningMedia utilizes the following deliverables.

ASSETS

- **Direct Lift Clips** - minimum –three to five clips per episode, including metadata; should be –three to eight minutes each and chosen in consultation with PBSLM. Each clip should relate to the educational themes that your program highlights. Per FCC regulations, straight lifts from the program require closed captioning files included with delivery. When available, transcripts for each clip should be included with delivery.
- **High-Res Still Images** - three to five high-res stills, including metadata; fully cleared for all packaging uses (including use in websites, classroom materials, brochures or other similar uses). Each clip will be related to the educational themes that your program highlights.
- **Full-length Program** - in its entirety and cut into chapter segments, including metadata. Programs should include program content only (no bars and tone, title card, promos, etc.) and accompanying closed caption file (DFXP or SAMI format). Segments should be cut to approximately 10 to 15 minutes each at natural program breaks.
- **Producer Logos** - in vector format (.eps or .ai files) in both full color and grayscale.

METADATA

Metadata is required for each clip, still and full-length program. Depending on the asset, this may include:

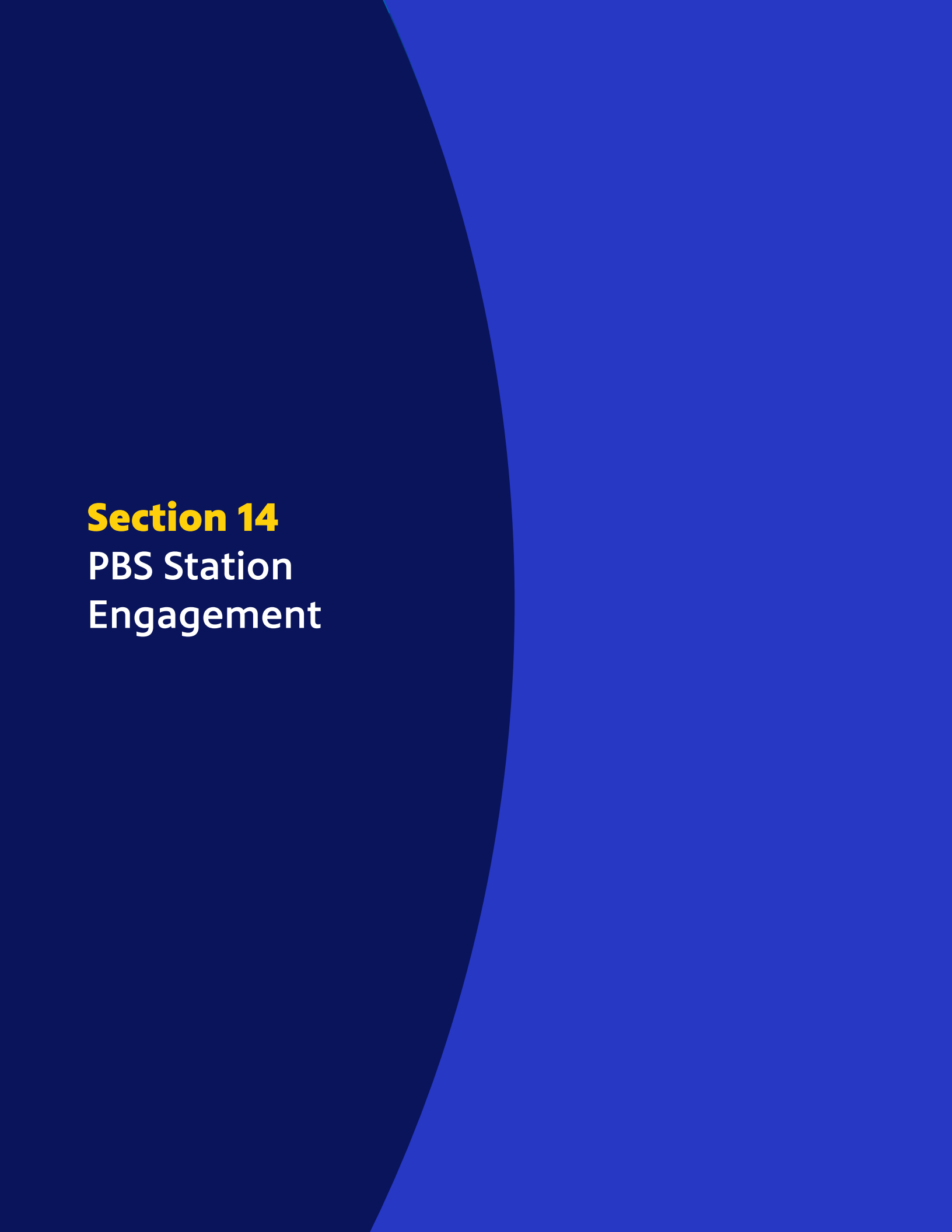
- Title
- Short description (250 characters, including spaces)
- Long description (650 characters, including spaces)
- Keywords
- Poster image that best captures clip content (1920x1080 in .jpg or .png format)
- Credit for photographer

For more information and detailed tech specs, please refer to the [PBS LearningMedia Format Guidelines](#).

Additional documentation regarding PBS LearningMedia content development and contribution is available at the [PBS LearningMedia Onboard site](#).

TIMELINE

PBS LM deliverables should coincide with the delivery of the first program broadcast master, approximately six weeks prior to air.



Section 14
PBS Station
Engagement

PBS Station Engagement strategizes with PBS member stations on ways to localize the national content and engage their communities, providing resources and assets around PBS programs that will create opportunities for member stations to ensure impact.

STATION ENGAGEMENT DELIVERABLES

SIGNATURE IMAGE/PROGRAM GUIDE COVER

PBS member station produce television guides for the membership that include upcoming program highlights and behind-the-scenes features. A signature image is used for the cover of these guides. If applicable, one high resolution iconic photo, fully cleared for all advertising, promotion and packaging uses (could also be used in DVD menu screens or other video products, brochures, advertisements, catalogs, websites or other similar uses); social media use, including all third-party promotional use and usage rights granted for the duration of the broadcast rights period, should be delivered at least 16 weeks before broadcast.

Example: [South Florida PBS Program Guide – October 2018](#)

TALENT / PARTICIPANT BIOS AND LOCAL NEWS ANGLES

Required by PBS Station Engagement and PBS Publicity to help support engagement around and publicity of the program in local communities.

STATION NOTIFICATION OF REGIONAL PRODUCTION SHOOTS

If production will be shooting in the United States or its territories, please provide information regarding production schedule in those areas. PBS reserves the right to notify the Programming, Publicity, Social Media and/or Engagement teams at the appropriate member stations and offer them opportunities to coordinate with the production team on local press, social media and/or on-set behind-the-scenes photography/filming.

STATION IDS

Producer shall arrange for talent to record station IDs specifically for the program in a quantity that is mutually agreed upon.

ADDITIONAL VIDEO MATERIALS FOR PBS CONFERENCES

PBS may request that the Producer provide additional broadcast materials from each program in preparation for PBS Annual Meeting or PBS Press Tour. At PBS's expense, PBS may ask the Producer to provide a produced trailer or a more highly produced segment that promotes each program. At the Producer's expense, PBS may request broadcast quality raw footage to compile seasonal reels.

ADDITIONAL UPON REQUEST

STATION EVENTS

Subject to availability, the Producer shall arrange for the talent to participate in a negotiated number of member station events that are mutually agreeable to the talent's schedule and the station's schedule.

Section 15
Addendum

DELIVERABLES

The following is an overview of common deliverables needed to successfully broadcast, promote, and market a program. Depending on the program, additional assets may be requested.

For more detailed information on any deliverable listed below, please see corresponding sections in the PBS Producer's Handbook. Any questions regarding deliverables can be directed to PBS Programming.

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> BROADCAST CUTS FOR REVIEW</p> <p>Various cuts of the program are required for PBS Programming review for Editorial Standards and objectionable content. Depending on the program, the following cuts may be requested:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assembly Edit <input type="checkbox"/> Rough Cut <input type="checkbox"/> Fine Cut <input type="checkbox"/> Picture Lock <input type="checkbox"/> Post Picture Lock <p>Notification of Flagged Content and/or Political Candidate Appearances is also required with these cuts.</p>	<p>All cuts are due as soon as available</p>	<p>Programming</p>
<p><input type="checkbox"/> SCRIPTS</p> <p>Scripts, including shooting script, post-production script, and/or annotate scripts, are required.</p>	<p>As soon as possible</p>	<p>Programming PBSd</p>
<p><input type="checkbox"/> FUNDING MATERIALS</p> <p>Names of all entities and/or individuals who have voluntarily contributed funding to finance, in whole or in part, the production or acquisition of a PBS program or website must be provided to Programming and Standards & Practices (S&P) for approval.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Funder Grid <ul style="list-style-type: none"> • Initial version due prior to PAA submission. • All subsequent updates (i.e., added funders) must be reviewed ASAP. <input type="checkbox"/> Treatments for Funder Credits / Spots 	<p>As soon as possible</p> <p>Two (2) weeks prior to production of spot</p>	<p>Programming S&P PBSd</p>

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> PRODUCTION CREDIT LIST</p> <p>A list of those to be credited on the broadcast must be provided for review and approval prior to picture lock. The list must comply with the guidelines set forth in the PRODUCTION CREDITS portion of this manual.</p> <p>An explanation of Special Thanks credits may also be requested.</p>	As soon as available	Programming S&P PBSd *PBS Digital
<p><input type="checkbox"/> PROGRAM FORMAT (RUNDOWN)</p> <p>The program format will be determined in consultation with Programming and must consist of all packaging elements within standard program run times.</p>	No later than two (2) months prior to broadcast	Programming
<p><input type="checkbox"/> BROADCAST PACKAGING TREATMENT</p> <p>All elements that are created by the Producer to package the final program must be reviewed and approved.</p> <p>These elements include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Funding spots <input type="checkbox"/> Next time tease <input type="checkbox"/> Webmarkers <input type="checkbox"/> Offers <input type="checkbox"/> Production credits <p>Programming will work with the Producer on the language and treatment, but further details can be found in the BROADCAST DELIVERABLES portion of this manual.</p>	Prior to picture lock	Programming S&P
<p><input type="checkbox"/> PAA AND PACKAGING FORMS</p> <ul style="list-style-type: none"> <input type="checkbox"/> PAA All producers are required to fill out a Program Acceptance Agreement (PAA) through the online portal Orion. An account will be set up through Programming <input type="checkbox"/> Packaging Forms Packaging Forms is the online portal in which producers are required to log final program formats, funding credit pods and delivery forms. 	<p>Three (3) months prior to the month of air</p> <p>One (1) week prior to master delivery</p>	Programming
<p><input type="checkbox"/> BROADCAST MASTER</p> <p>All elements that are created by the Producer to package the final program must be reviewed and approved.</p>	30 business days prior to broadcast	Programming T&O

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> ADDITIONAL BROADCAST MEDIA</p> <p>Corresponding audio split tracks and textless masters may be requested alongside broadcast master delivery.</p>	<p>With master delivery (30 business days prior to broadcast)</p>	<p>Programming Marketing Creative Services *PBSd</p>
<p><input type="checkbox"/> MUSIC CUE SHEETS & VISUAL ARTS CUE SHEETS</p> <p>Music cue sheets, to be filled out through RapidCue, are required for all programs. In limited circumstances, a visual arts cue sheet may be required.</p>	<p>At time of master delivery</p>	<p>Programming PBS Business Affairs PBSd</p>
<p><input type="checkbox"/> PRODUCTION MANAGEMENT & OPERATIONS MATERIALS</p> <p>All programs are required to secure E&O Insurance, and a record of the provider will be requested through the PAA.</p> <p>For Producers who have contracts with PBS, additional materials will be required and include W9 form, new vendor form and cost reports. Please refer to your contract for specifics.</p> <p>For more details on all invoicing, insurance and cost reporting deliverables, see the Production Management and Operations portion of this manual.</p>	<p>Varies</p>	<p>Production Management Programming PBS General Counsel</p>

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> PROGRAM DESCRIPTIONS</p> <p>PBS requires descriptions for series and episodes for use in various mediums: station program guides, publicity and marketing materials, Interactive Program Guides (IPG), pbs.org, and product packaging materials.</p> <p>The following description lengths are required for both episodes and series:</p> <ul style="list-style-type: none"> <input type="checkbox"/> One sentence: 100 characters or less, including spaces <input type="checkbox"/> Three sentence: 250 characters or less, including spaces <input type="checkbox"/> Paragraph: 250 words <input type="checkbox"/> Long paragraph: 500 words <p>For series, final episode titles are also needed.</p>	<p>No later than three (3) months prior to broadcast</p>	<p>Programming Publicity Marketing PBS Digital Education PBSd</p>
<p><input type="checkbox"/> PRODUCTION STILLS</p> <p>A minimum of 10 different high-resolution full-color photographs are required per program.</p> <p>If a series, 10 images are required per episode, including one (1) signature image, to represent the series</p> <p>Screen grabs are NOT acceptable. Images should include relevant identifying captions (140-character max) and photo credit if necessary.</p> <p>Image files should be delivered as high-resolution (vectorized) TIF and JPG files. Images must be 300 dpi and 9"x12". Square cut (500x500p) versions will be requested of some images for use on social media</p> <p>Images should be cleared for all advertising, promotion, social media, program guide covers and packaging uses (including use in DVD menu screens or other video products, advertisements, catalogs, websites or similar uses), including all third-party promotional use and usage rights granted for the duration of the broadcast rights period.</p>	<p>Rolling basis No later than three (3) months prior to broadcast</p>	<p>Publicity Marketing Creative Services PBS Digital Social Media Station Engagement</p> <p>* Program images are needed by almost every department and are shared when possible, and should be delivered to Programming</p>

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> MULTI-PURPOSE CLIPS</p> <p>Three (3) to four (4) clips per episode are needed to promote the program.</p> <p>These clips should be straight program lifts or bonus content and should be no more than 3:00 in length. These should NOT be a promo.</p> <p>These clips must include:</p> <ul style="list-style-type: none"> • PBS watermark superimposed in upper left • Endcard for digital and social use • Closed captioning files • Identifying thumbnail image • Corresponding titles and descriptions <ul style="list-style-type: none"> ◦ For Digital – <ul style="list-style-type: none"> ◦ Title – 60-character max ◦ Description 90-character and 400-character max, including spaces <p>These clips must include:</p> <p>Square cuts of clips may be required by PBS Social Media. The Producer should consider social media versioning while in production.</p> <p>All clips must be fully cleared for third-party use, including native upload to third party sites (YouTube and Facebook) for PBS social media.</p> <p><i>Additional clips for LearningMedia may be required or requested, but differ from promotional clips. Please see the PBS Education deliverables below or consult the Handbook.</i></p>	<p>As soon as available</p>	<p>Publicity PBS Digital Social Media PBSd</p>
<p><input type="checkbox"/> PROMOS</p> <p>All programs require a 20- and 30-second promo for all series and episodes. These spots must follow current guidelines.</p>	<p>Six (6) weeks prior to broadcast</p>	<p>Marketing PBS Digital Social Media PBSd</p>

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> PROMO SELECTS</p> <p>PBS may request promo selects to aid in creation of “sizzle” promos or high impact B-roll for program promotion and publicity. The file should be approximately 10 minutes of interesting and exciting broadcast quality footage, delivered in accordance with current TOS guidelines. Audio splits should also be provided.</p> <p>This footage or additional media that is cleared for out of context use and institutional promotion may be required.</p>	<p>At picture lock, but no later than eight (8) weeks prior to delivery of master</p>	<p>Marketing Creative Services *PBSd</p>
<p><input type="checkbox"/> SCREENERS</p> <p>Screeners may be requested during various stages of production to share with internal and external partners. These screeners should always be watermarked according to current departmental standards.</p> <p>Potential Uses:</p> <ul style="list-style-type: none"> • PBS PressRoom: Online password-protected portal that allows credential press to view PBS programs. This version does not require final packaging but should be at picture lock stage. • Internal screenings • Station events 	<p>Varies upon use</p>	<p>Programming Publicity Creative Services Station Engagement PBSd</p>
<p><input type="checkbox"/> PROGRAM RELATED GRAPHICS</p> <p>Below is a list of common graphics that may be requested for us in a variety of cross-departmental materials. All items should deliver to current specifications.</p> <ul style="list-style-type: none"> • Key art/signature image • Title treatment, (vector .eps) including font name/file • Funder logos • Producer/presenter logos 	<p>As soon as available</p>	<p>Programming Publicity Marketing Creative Services PBS Digital Social Media PBSd</p>

DELIVERABLE TYPE	DUE BY	FOR USE BY
<p><input type="checkbox"/> EDUCATION MATERIALS</p> <p>For those programs providing materials for PBS Education, the following deliverables are required:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Clips <ul style="list-style-type: none"> • 3-5 clips for classroom use to be hosted on the Education department’s PBS LearningMedia website <ul style="list-style-type: none"> ◦ 3:00 – 8:00 in length ◦ Cleared for five years ◦ Captioned and transcript <input type="checkbox"/> Images and Graphics <ul style="list-style-type: none"> • Images may be shared with other departments, but must also be able to promote the content on PBS LearningMedia. • Additional graphics, such as maps, archival images, program graphics, etc., that would be appropriate for instructional use in classrooms 	Prior to broadcast	Education
<p><input type="checkbox"/> ADDITIONAL PUBLICITY, MARKETING, DIGITAL AND ENGAGEMENT MATERIALS</p> <p>For more information on any of the following, please see corresponding sections in the Handbook.</p> <ul style="list-style-type: none"> <input type="checkbox"/> NOTIFICATION OF REGIONAL PRODUCTION SHOOTS <input type="checkbox"/> CAST AND PRODUCER BIOS & LOCAL NEWS ANGLES <input type="checkbox"/> PRESS RELEASES <input type="checkbox"/> CHAPTER BREAK DESIGNATION <input type="checkbox"/> CLIPS FOR PRESENTATIONS AND/OR EVENTS <input type="checkbox"/> ASSETS FOR SOCIAL MEDIA PROMOTION 	Varies	Varies
<p><input type="checkbox"/> PBS DISTRIBUTION (PBSd) DELIVERABLES</p> <p>PBSd deliverables mirror many of those needed by PBS and are shared when possible.</p> <p>Please see your contract with PBS Distribution for detailed deliverables and timelines.</p>	Beginning 18 weeks prior to broadcast	PBSd

ALL PROGRAMS UNDER CONTRACT WILL BE SUBJECT TO THE FOLLOWING STANDARD TERMS AND CONDITIONS.

- 1.1.** PBS and Producer agree that Producer shall produce and deliver the Program and all Program materials (“Program Materials”) to PBS in accordance with:
 - 1.1.1.** all applicable PBS policies, including the PBS Producer’s Handbook and the PBS Technical Operating Specifications (each available online at <http://www.pbs.org/producing>);
 - 1.1.2.** all reasonable instructions from PBS from time to time, and
 - 1.1.3.** United States television industry best practices.
- 1.2.** Producer agrees that material changes to the Program Description or the Program Budget shall not be made without the express prior written approval of PBS. Producer shall complete and deliver the Program in its entirety, even if any funding from any source (other than PBS) is not forthcoming and regardless of whether or to what extent the final total costs of the Program may exceed the Program Budget. Producer acknowledges that the principal sources of the PBS Program Payment are payments made to PBS by public television stations and the Corporation for Public Broadcasting (“CPB”). In the event of reductions in such payments to PBS by public television stations and/or CPB that materially affect PBS’s ability to pay the Program Payment, PBS and Producer, at PBS’s election and upon written notice to the Producer, shall enter into good faith negotiations to modify this Agreement with respect to delivery, budget, the amount of the Program Payment, payment schedule and other related terms as to accommodate any such reductions in payments to PBS. In the event that, within thirty (30) days of the date of notice of PBS’s election to enter into such good faith negotiations, Producer and PBS have not entered into a binding, written agreement for such modifications to this Agreement, PBS shall have the right to terminate this Agreement upon written notice to Producer, in which event either: (a) Producer shall return to PBS any portion of the Program Payment that PBS paid to Producer but that Producer has not spent or irrevocably committed by binding written agreement to Program production as of the date of termination, or (b) PBS shall reimburse Producer its pro-rata portion of the Program Payment spent or irrevocably committed by binding written agreement to Program production by Producer in accordance with the terms and conditions of this Agreement prior to the date of notice of PBS’s election to enter into such good faith negotiations.
- 1.3.** Producer shall furnish and/or arrange for all necessary Program elements (e.g., opens, animations, music, packaging elements, third party elements, etc.) (“Program Elements”), rights and permissions, and for all personnel, services and facilities required for acquisition or production and recording of the Program. In connection with the Program, Producer shall maintain a complete file of all funding agreements, production subcontracts, property acquisitions, rights arrangements, talent contracts, employment agreements, clearance forms, releases and other agreements or documents involved in Program production or acquisition for a period of three (3) years following Program delivery to PBS and shall make copies of the same available to PBS upon reasonable request.
- 1.4.** Producer shall deliver the Program to PBS in a form accessible to persons with disabilities, including closed-captions. Producer grants to PBS, public television stations and any other broadcaster or distributor authorized by PBS pursuant to the rights granted to PBS hereunder, the nonexclusive right to duplicate and to perform publicly the captions (whether in open or closed captioned format) in any medium or form concurrent with and as part of PBS’s exploitation of the Program pursuant to this Agreement. Producer certifies full compliance with the closed captioning requirements established by the Federal Communications Commission, including without limitation those requirements embodied in Part 79 of Title 47 of the Code of Federal Regulations. Producer certifies for each caption file provided to PBS that either: (i) such caption file complies with the caption quality standards set forth in 47 C.F.R. § 79.1(j)(2) or the latest applicable caption quality regulations; (ii) Producer has adopted and adheres to the “Video Programmer Best Practices” set forth in 47 C.F.R. § 79.1(k)(1); or (iii) the content is exempt from closed captioning requirements under one or more properly attained exemptions, in which case Producer must notify PBS in writing to specify the exact exemption that Producer relies upon. In furtherance of Program accessibility to persons with disabilities,

Producer certifies that all webpages delivered to PBS by Producer for the Program, if any, comply with the World Wide Web Consortium's Web Content Accessibility Guidelines at a minimum of level 2.0 AA 9 (found at <https://www.w3.org/WAI/intro/wcag.php>).

- 1.5.** It is understood and agreed that timely delivery of the Program and all Program Materials at Producer's expense is of the essence of this Agreement and failure to deliver timely the Program and all Program Materials to PBS shall constitute a material default by Producer. In the event of any such default, in addition to any other rights which it may have, PBS shall have the right in its sole discretion to (a) immediately terminate this Agreement in its entirety or with regard to any particular Program that is/are the subject of default, in which case Producer shall promptly return to PBS the full amount of the Program Payment attributable to the undelivered or late-delivered Program(s) or (b) charge Producer (by deductions from the Program Payment or otherwise) a late delivery fee as specified in the PBS Producer's Handbook for handling late-delivered materials and for PBS's reasonable costs in substituting another program or other promotional material for the undelivered or late-delivered Program(s) or Program Materials, as applicable.
- 1.6.** Producer shall submit to PBS a music cue sheet for the Program online via RapidCue® that clearly indicates the music sync rights for all music compositions in the Program. Provided that the music cue sheet indicates the music sync rights for all eligible musical compositions in connection with public television broadcast and Internet streaming via the PBS online video network (currently known as Media Manager) are to be cleared through the PBS-administered sync license, rather than the Producer's own negotiated paid sync license, PBS agrees to administer the non-dramatic music synch licenses for the eligible music compositions in the Program through the PBS-administered, pre-negotiated, synch licenses (i.e., the statutory, compulsory license at 17 USC Sec. 118 and/or PBS's negotiated, voluntary license with the Harry Fox Agency, as applicable).
- 1.7.** Producer will comply with PBS's digital sponsorship guidelines, which can be accessed online at <https://docs.pbs.org/display/PX/Digital+Sponsorship>, with respect to any PBS Program website, if any.
[For GA Programs]

Producer will comply with PBS's digital sponsorship guidelines, which can be accessed on the following pages of PBS Producer's Hub: (a) General Guidelines at http://docs.pbskids.org/producerhub/index.php/General_Guidelines; (b) Producer Website Bridge Pages + Logos at http://docs.pbskids.org/producerhub/index.php/Sponsorship_Guidelines; and (c) Video Pre-roll at http://docs.pbskids.org/producerhub/index.php/Pre-Roll_Guidelines, with respect to any PBS Program website, if any. Access to the information included in these links will require that Producer enter a username and password which will be provided to Producer upon request to Producer's PBS KIDS Content manager.
[For Kids Programs]

2.0 PROGRAM MATERIALS

- 2.1.** The Program delivered to PBS pursuant to this Agreement shall comply with the following PBS policies: (a) *PBS Funding Standards and Practices*; (b) *Program Policies*; (c) *Guidelines for On-Air Announcements Promoting Program-Related Goods and Services*; (d) the *PBS Producer's Handbook*; and (e) *PBS Technical Operating Specifications*, and (f) *PBS Editorial Standards and Practices* (each of which are available online at www.pbs.org/producing); and (g) all other PBS policies existing as of the effective date of this Agreement and those thereafter duly promulgated by PBS; provided, however, that any of the aforesaid policies promulgated or amended subsequent to the effective date of this Agreement that materially alter the obligations and responsibilities of Producer hereunder shall be deemed to be subject to Paragraph 19.2 of this Agreement. If PBS adopts or amends any policy subsequent to the effective date of this Agreement that would require edits or modification of any completed Program or any completed Program Element, Producer shall, at PBS's request, remake the Program to conform to the policy at PBS's expense.
- 2.2.** Subject to Producer's professional commitments, Producer hereby agrees to remake the Program to conform to amendments or alterations in the *PBS Technical Operating Specifications* and the *PBS Producer's Handbook* made after completion of production of the Program at PBS's reasonable request and expense.

- 2.3.** The Program delivered to PBS pursuant to this Agreement shall comply with applicable provisions imposed on Producer by the Communications Act of 1934, as amended, all applicable rules and regulations of the Federal Communications Commission (including Sections 317 and 508 of the Communications Act and Section 73.1212 of FCC rules and regulations concerning payola and plugola) and all other state and federal laws and regulations pertaining to the production, duplication, distribution and broadcast of the Program. In the event that the Program may be required to achieve compliance with this Paragraph or that the Program raises any other legal question relating to its broadcast or other distribution hereunder, Producer shall be solely responsible therefore and shall give PBS detailed notification in writing as soon as Producer is aware thereof, describing the problem and the proposed solution.
- 2.4.** Any Programs of a controversial nature shall adhere to appropriate standards of objectivity and balance, including, but not limited, to, the statutory objectivity balance goal contained in the Public Broadcasting Act (47 U.S.C. Section 396 (g)(1)(A)).
- 2.5.** It is understood and agreed that the Program Materials delivered to PBS hereunder shall be duplicate copies and PBS expressly disclaims liability for any damage or loss to any original master delivered by Producer to PBS. In all cases, PBS may make copies of the furnished Program Materials as it shall deem reasonably necessary. PBS may retain any and all videotape stock for the Program delivered pursuant to this Agreement, which may be either erased or maintained solely for archival purposes after distribution hereunder. Producer agrees that PBS shall have the right to retain one master of the Program and that PBS may deposit such master with the Library of Congress.
- 2.6.** PBS shall examine the Program Materials upon receipt to determine if the Program Materials comply with this Agreement, including all applicable PBS standards. If the Program Materials do not comply with this Agreement in any respect, then PBS shall notify Producer in writing. In such notice, PBS shall grant to Producer a reasonable period of time (depending on the circumstances at such time) to remedy the deficiencies at Producer's sole cost ("Cure Period"). If, upon expiration of the Cure Period, the Program Materials do not conform to this Agreement in PBS's reasonable judgment, then PBS shall have the right in its sole discretion to correct such defects at Producer's sole cost. If PBS elects to correct the Program Materials, PBS may offset any costs incurred in connection therewith against the Program Payment payable to Producer or bill Producer therefore, in which event Producer shall promptly reimburse PBS for any such costs upon receipt of an invoice. If PBS does not elect to correct the Program Materials and Producer fails to bring the Program and/or Program Materials into full compliance with this Agreement during the Cure Period, then PBS shall have the right in its sole discretion to immediately terminate this Agreement in its entirety or with regard to any Program that is the subject of default, in which case Producer shall promptly return to PBS any amount of the Program Payment attributable to such Program(s) and/or Program Materials.
- 2.7** Producer acknowledges that it has reviewed and approved the Program Materials attached hereto as Exhibit E and that the Program Budget accounts for such Program Materials. As such, all Program Materials shall be delivered at Producer's sole expense without any payment required from PBS beyond the Program Payment.

3.0 HOME ENTERTAINMENT RIGHTS

- 3.1.** If PBS has Home Entertainment Rights pursuant to this Agreement and should PBS extend, renew or otherwise acquire additional Television Rights in the Program that would extend the License Term beyond the Home Entertainment License Term, the Home Entertainment License Term shall be extended so that it is coterminous with the License Term.
- 3.2.** If PBS has Home Entertainment Rights pursuant to this Agreement and should PBS not extend, renew or otherwise acquire additional Television Rights in the Program/Series, then twelve (12) months prior to the expiration of the Home Entertainment License Term, PBS and Producer shall negotiate in good faith with respect to the renewal of such Home Entertainment Rights granted herein. If PBS and Producer fail to reach

agreement within six (6) months prior to the expiration of the Home Entertainment License Term, then Producer shall have the right to enter into negotiations with any third party for such rights, provided, however, that if Producer receives an offer for any of such rights, which offer Producer is ready to accept, Producer shall notify PBS in writing of the terms of that offer, and PBS shall have fifteen (15) business days to advise Producer whether it shall match such offer on such terms, in which event Producer shall grant those rights to PBS. If PBS does not match the offer, then Producer may execute an agreement with such third party on the terms that Producer presented to PBS and that PBS failed to match. If Producer does not enter into such agreement on the same terms (or terms more favorable to Producer) within three (3) months, then the same procedures and matching rights shall again apply.

4.0 PBS PROGRAM PAYMENT; PROGRAM BUDGET

- 4.1. In full consideration of all rights granted to PBS in this Agreement and all services performed by Producer in accordance with this Agreement, PBS shall pay Producer, and Producer accepts, the PBS Program Payment in accordance with the Payment Schedule.
- 4.2. Producer agrees that it shall pay all costs of producing the Program. PBS shall not be liable for any payments incurred on behalf of Producer.
- 4.3. Producer acknowledges and agrees that all funds provided by PBS to Producer are provided on a cost-reimbursement basis only and that in no event shall any portion of the Program Payment be disbursed or applied by Producer for any purpose other than Program production or acquisition hereunder, it being understood that this provision allows all payments made hereunder to be commingled only with other funds for the sole purpose of Program production or acquisition. No commitment, express or implied, is made or assumed by PBS to provide any funds in excess of the Program Payment or to modify in any way the number of episodes to be delivered hereunder or scope of the Program.
- 4.4. Producer shall be solely responsible for, and shall indemnify and hold PBS harmless in connection with, any and all union fees, residuals and payments that may come due to any person or entity in connection with the Program, including without limitation as a result of the exercise of any of PBS's rights as provided in this Agreement.
- 4.5. PBS requires all Producers to submit an invoice for all payments. Producer hereby agrees to submit an invoice for each payment of the Program Payment due and payable under this Agreement in a timely manner to the PBS Production Management Department via email prodmgmt@pbs.org. The PBS invoice template can be accessed from the PBS *Producer's Handbook* or Producer may use its own invoice form provided that it contains sufficient detail to summarize: (i) the sums due; and (ii) the reason(s) for the payment based on the contract provisions set forth in this Agreement and any applicable payment milestones.

5.0 PRODUCER REPORTS; AUDIT

- 5.1. Producer agrees to deliver to PBS interim production status reports, financial reports and supporting variance narrative reports as PBS may reasonably request during Program preparation and production within five (5) business days of such request, including, without limitation, statements certified by Producer's chief financial officer as to the exact status of the Program when payments have been made to Producer but the Program has not yet been delivered to PBS. Within ninety (90) days after delivery of the Program hereunder, Producer shall submit a final and complete financial report to PBS and, upon request, copies of all final financial reports submitted to other organizations contributing funds to the Program. All such financial reports required hereunder shall provide actual cost data directly comparable to the line items of the Program Budget. If Producer fails to deliver the final and complete financial report to PBS within one hundred eighty (180) days after delivery of the Program to PBS, then Producer acknowledges and agrees that PBS shall automatically cease to be obligated to pay to Producer the final installment of the Program Payment due upon receipt of such report.

- 5.2.** If, upon completion of production and delivery of the Program to PBS, the actual, documented costs of production of the Program are less than the approved Program Budget (the difference being referred to as the “Savings”), then Producer shall promptly return an amount of the Savings proportional to PBS’s Budget contribution to PBS, or PBS, at its election, may offset the Savings against any remaining installments of the PBS Program Payment payable hereunder. For the avoidance of doubt, all interest income earned on the PBS Program Payment payable to Producer and which is not spent on the production of the Program shall be considered Savings to be returned to PBS. All Production Budget overages are, as between Producer and PBS, Producer’s sole responsibility.
- 5.3.** Producer shall maintain, in accordance with generally accepted accounting principles, auditable books, records, documents and other evidence (“Producer Records”) pertaining to (a) the expenditure of any portion of the Program Payment; and (b) the source of all grants, facilities, goods and services used in, and all costs and expenses incurred in, Program production or acquisition hereunder to the extent and in such detail as shall properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses for production of the Program. PBS shall have the right, at its expense, upon thirty (30) days written notice to Producer and no more than once during any one (1) year period, to undertake, or have undertaken by an independent public accounting firm, an examination and audit of all Producer Records that, in PBS’s reasonable judgment, relate to the production of any Program and all related financial matters, including, if applicable, the pertinent segregated production account, and Producer agrees to cooperate with PBS during any such audit. Such examination shall occur at a time agreeable to both PBS and Producer.
- 5.4.** If applicable, Producer shall maintain such records as necessary to document whether Producer qualifies as a minority or independent producer. At the time Producer completes the electronic program acceptance agreement (PAA) Producer shall therein indicate whether it qualifies as a minority or independent producer.

6.0 DEDUCTIONS/WITHHOLDING

- 6.1.** If any withholding or similar taxes or duties are or may be required to be paid by PBS or any affiliate to any government (or any fiscal authority or other branch of such a government) in respect of the remittance to Producer of the PBS Program Payment in this Agreement, then PBS shall be entitled to withhold from the PBS Program Payment such sums as such government, fiscal authority or branch may require to be deducted and/or withheld unless Producer has certified that it is not subject to such taxes.
- 6.2.** Any VAT and/or GST charges applicable to production of the Program and/or the PBS Program Payment shall be the sole responsibility of Producer. In no event shall the PBS Program Payment be increased to account for such charges.

7.0 EDITORIAL APPROVAL; EDITS

- 7.1.** Program Materials submitted to PBS for consultation or approval shall be clearly designated as such and shall not be submitted with any other materials. Any PBS approvals or consultation required herein shall be exercised within fifteen (15) business days of PBS’s receipt of such Materials unless another timeframe is agreed to by the parties in writing. In the event PBS does not reject, approve or provide its consultation within such timeframe, such Materials shall be deemed approved by PBS as submitted. PBS shall have the right, at its sole cost, and without affecting its factual accuracy or integrity, to edit, alter, adapt or make additions to or deletions from the Program in any manner at its sole discretion including, without limitation, to add fundraising pledge breaks. Nothing in this Agreement shall prohibit (a) PBS or any television station or other authorized Program distributor from: (a) interrupting the Program in the event of any emergency or other eventuality of national or local public importance in order to cover such emergency or eventuality; (b) cutting, editing, or otherwise altering the Program as necessary to comply with any federal, state or local law, rule, regulation or ordinance, or any PBS policy; or (c) deleting any announcement promoting

the sale or availability of Program-related goods or services in accordance with the *PBS Guidelines for On-Air Announcements Promoting Program-Related Goods and Services*. PBS shall have the right, at its sole cost, to create foreign language versions of the Program, to add foreign language subtitles, and to include the Program as part of an anthology or series of programs under the Program's title or another title, in all languages. Producer agrees that in the event any foreign language versions of the Program are or become available, Producer shall use reasonable efforts to obtain free access for PBS to same upon PBS's request.

- 7.2.** Without limiting Producer's other obligations, should Producer at any time during the License Term become aware of a material change in the information contained in the Program that renders the information factually incorrect, scientifically inaccurate or outdated, Producer shall immediately notify PBS of such change in writing and shall, if requested by PBS, promptly take steps to correct such factual or scientific inaccuracies or to update such information at PBS's sole cost based on Producer's reasonable availability and actual direct out-of-pocket expenses.
- 7.3.** In the event that during the License Term PBS learns that any information contained in the Program ceases to be current, factually correct or scientifically accurate, PBS shall have the right to require Producer to update the Program at PBS's sole cost based on Producer's reasonable availability and actual direct out-of-pocket expenses.

8.0 CREDITS

- 8.1.** The Program delivered to PBS pursuant to this Agreement shall include, at Producer's expense, an on-air PBS credit, with an animated "Viewers Like You" logo. Producer shall use the packaging elements as provided and as directed by PBS and shall use the animated or static keyable PBS logos provided by PBS in a format that can be edited directly into the Program; provided, however, that variations of such form may be used when reasonably necessary with PBS's prior written approval.
- 8.2.** Unless otherwise instructed by PBS, all versions of the Program licensed for non-PBS exhibition in all media worldwide shall include the standard PBS logo. If, however, a distributor cannot agree to distribute the Program with the PBS logo, Producer shall undertake to incorporate into the closing production credits the following acknowledgment: "A [Producer Name] production in association with PBS." PBS acknowledges that the inclusion of standard funding credits in the Program as licensed for foreign broadcast is subject to applicable foreign law and custom.
- 8.3.** All credits on the Program shall comply with the *PBS Producer's Handbook* and PBS shall have the right to approve the style, form, size and placement of all credits included in the PBS version
- 8.4.** PBS shall have the right to cut (except with regard to the customary credits and copyright notice), accelerate, modify or edit the credit roll to reduce the length of such credits. No casual or inadvertent deletion by PBS, nor any deletion by any third party, of any credits included in the Program shall constitute a breach of this Agreement by PBS. Upon receipt of written notice of such failure to accord credit, PBS shall take reasonable steps to cure such failure to accord credit on a prospective basis.

9.0 PROGRAM DISTRIBUTION; OVERSPILL

- 9.1.** Neither PBS nor any of its member stations shall be obligated in any way to broadcast or distribute the Program, and all obligations to Producer pursuant to this Agreement shall be deemed fully satisfied by the payment of the Program Payment hereunder. PBS shall have the right to schedule, reschedule, preempt or cancel the Program for any reason.
- 9.2.** PBS's determination not to distribute the Program shall not relieve PBS of its payment obligations hereunder, provided that the Program and all Program Materials are delivered to PBS in compliance with this Agreement.
- 9.3.** PBS shall have the right to enter into sub-distribution or sublicensing arrangements for the Program rights

granted and licensed to PBS in this Agreement, provided that PBS remains primarily liable to Producer.

- 9.4.** Producer acknowledges that where the Program is broadcast for reception in the Territory, such broadcast may incidentally be capable of reception outside the Territory due to the inherent capability of broadcast signals that are not confined to territorial boundaries (“Overspill”). Producer further acknowledges that the rights herein granted to PBS may cause Overspill, and that the occurrence of said Overspill shall not constitute a breach of this Agreement.
- 9.5.** PBS acknowledges that where the Program is broadcast by another distributor for reception outside the Territory, such broadcast may incidentally be capable of reception inside the Territory due to Overspill. PBS further acknowledges that such incidental Overspill shall not constitute a breach of this Agreement.

10.0 MARKETING THE PROGRAM

- 10.1.** Prior to and during the License Term, PBS may use and authorize others to use the promotion and publicity materials delivered pursuant to Exhibit E in any media for the purpose of advertising, promoting or publicizing the Program, PBS, PBS member stations and/or PBS’s affiliated programming services and its underwriters including, without limitation, the right to use the publicity materials in connection with industry awards events which feature the Program.
- 10.2.** Prior to and during the License Term, PBS, its member stations and their authorized representatives and licensees shall have the right to advertise, promote, and publicize the Program and/or PBS and its member stations in any media (“Publicity”). Such Publicity may include without limitation advertisements, publicity pieces, promotional pieces, special screenings as part of PBS promotional events and tie-ins.
- 10.3.** Prior to and during the License Term, Producer agrees that PBS shall have the right to use and authorize others to use the Program titles, and the names, voices, likenesses and biographies of all persons or characters appearing on, or performing material services in connection with, the Program, including the right to excerpt portions of the Program of up to five minutes (5:00) in length (if the Program is less than ninety minutes (90:00) in length) and up to ten minutes (10:00) in length (if the Program is ninety minutes (90:00) or longer) for Publicity (provided that no such use shall be made so as to constitute an endorsement of any other product or service). Producer also agrees that it shall use reasonable efforts to obtain from key production personnel and on-air talent working on the production of the Program the right for PBS to use such personnel and talent for Publicity. Producer shall notify PBS in writing at least sixty (60) days in advance of Program delivery whenever any rights required under this Paragraph 10.3 are not obtained. Producer also shall notify PBS Marketing and Communications in writing in advance of Program delivery (with a copy to PBS Program Business Affairs) of any credit restrictions, or other third- party restrictions, or other special requirements or considerations applicable to promoting or advertising the Program, and PBS agrees to abide by any such restrictions or requirements on a prospective basis.
- 10.4.** Producer agrees to comply with the *PBS Promotion and Advertising Guidelines*, as contained in the *PBS National Program Funding Standards and Practices*, incorporated herein by reference. All Underwriters, if any, must be disclosed in advance to, and approved by, PBS. An “Underwriter” is any third party that has contributed cash to finance, in whole or in part, the production or acquisition of the Program.
- 10.5.** Producer agrees to identify PBS as a funder and distributor of the Program in any tune-in promotions, advertising, promotional or other print materials related to PBS’s distribution of the Program, or in any educational or outreach materials related to the Program in accordance with PBS guidelines and as provided by this Agreement, provided such materials are distributed in the Territory during the License Term.
- 10.6.** Producer agrees to use the PBS Logo as required in the *PBS Brand Guide* (available online at <http://www.pbs.org/producing/red-book/>) for any promotion of each Program. The PBS logo must be placed in a manner that identifies it as the viewing destination and not shown in the same location as other logos included (such as funder logos). The PBS Logo must be used consistently, correctly and prominently in all creative

materials in accordance with the PBS *Brand Guide* (incorporated herein by reference). Except as expressly authorized/required in this Agreement, all uses of the PBS Logo require advance permission and approval by PBS Marketing and Communications, such approval not to be unreasonably withheld or delayed. The PBS Logo must appear as indicated above in all tune-in promotions, advertising, promotional or other print materials related to PBS's distribution of the Program, or in any educational or outreach materials related to the Program, or in any Program excerpts or other materials used in connection with any Program-related press and/or publicity events/appearances in accordance with PBS guidelines and as otherwise provided by this Agreement, provided such materials are distributed, or such publicity events/appearances occur, during the License Term in the Territory.

- 10.7.** Only the PBS Uniform Resource Locator ("URL"), i.e., the PBS world wide web address (currently, <http://www.pbs.org>), or, if pre-approved by PBS, the URL which includes part or all of the program name (i.e., convention: pbs.org/showname) ("Program URL") may be shown or mentioned to promote any online site related to the Program or part of any Program broadcast under this Agreement. Wherever reasonably possible, reference to the PBS URL, or if approved by PBS the Program URL of such site will be included in any print advertising or other promotion of the Program in the Territory during the License Term.
- 10.8.** Producer shall notify PBS's Marketing and Communications Department prior to submitting the Program for any film festivals, screenings or awards consideration, and Producer agrees to consult with PBS with respect to the appropriate acknowledgment/credit to be given to PBS.

11.0 PBS INTELLECTUAL PROPERTY

- 11.1.** Producer acknowledges that the names and marks "PBS", the PBS Everyone Symbol, or any other logo, trademark or service mark of PBS (the "PBS Marks") are, as between Producer and PBS, the exclusive property of PBS and that Producer shall not acquire any proprietary rights thereto by reason of this Agreement. Other than as set forth in Paragraphs 8.1 and 10.6 above, Producer shall not use, and shall not authorize any third party to use, the PBS Marks without written permission, including, where appropriate, entering into a separate licensing agreement with PBS for such use. PBS acknowledges that the names, logo, trademark or service mark of Producer (the "Producer Marks") are, as between Producer and PBS, the exclusive property of Producer and that PBS shall not acquire any proprietary rights thereto by reason of this Agreement. Except as may be expressly authorized under this Agreement, PBS shall not use, and shall not authorize any third party to use, the Producer Marks without written permission.
- 11.2.** Subject to Producer's underlying intellectual property rights in the Program PBS shall own all elements it creates and/or provides to Producer to be included in the Program or promotion thereof ("PBS Program Elements"), including, but not limited to, graphics, music and stock footage. Producer is strictly prohibited from using such PBS Program Elements in any other program without PBS's prior written approval.

12.0 WARRANTIES

- 12.1.** Producer hereby represents and warrants as follows:
- 12.1.1.** Producer has the full power, legal capacity and authority to enter into this Agreement and to carry out its terms;
 - 12.1.2.** Producer has all of the rights necessary to grant the rights granted to PBS herein;
 - 12.1.3.** All statements asserted in the Program and Program Materials as fact are based on careful investigation and research for accuracy;
 - 12.1.4.** Producer has paid or shall pay all charges, taxes, license fees and other amounts that have been or may become owed in connection with the production of the Program or the exercise of any rights

granted herein, and there are no pending or threatened claims, litigation, proceedings, charges or restrictions related to the Program or such rights.

- 12.1.5.** The Program shall be delivered to PBS free of any encumbrances (other than PBS's agreement to administer music synch licenses pursuant to Paragraph 1.6 above and non-dramatic music performance license payments to performing rights organizations such as ASCAP, BMI and/or SESAC) including, without limitation, liens, security interests, collective bargaining agreements, residual or reuse obligations and moral rights or attribution obligations so that PBS may exercise its rights hereunder without any payments or obligations to any third party;
- 12.1.6.** The exercise of the rights granted herein to PBS and its successors, licensees, and assignees shall not infringe on any rights of any kind of third party, including copyright, literary right, dramatic right, music right, contract right, trademark, unfair competition, privacy or publicity rights or give rise to any actionable claim by any third party, including, without limitation, any claim for libel, slander or defamation;
- 12.1.7.** Producer shall not accept any money, service, or other valuable consideration for the inclusion of any matter in the Program;
- 12.1.8.** Producer has not entered and shall not enter into any arrangement or agreement which shall or could interfere or conflict with the rights granted to PBS hereunder;
- 12.1.9.** Neither the production of the Program and all elements thereof, nor the exploitation thereof by PBS and/or its successors, licensees or assigns, shall violate any applicable statutes, rules, union guidelines or regulations;
- 12.1.10.** Producer has conducted or caused to be conducted a comprehensive Program title search with a reputable title search firm (e.g., Thomson Reuters), and use of the final Program title by PBS in connection with all rights granted to PBS in this Agreement shall not breach any third party's rights nor give rise to any claim. At PBS's request, Producer shall provide a copy of such title search report and make their counsel available to PBS to discuss such report;
- 12.1.11.** Producer shall secure all of the rights, releases, clearances and licenses with respect to all materials and elements in, and all persons participating in, or performing services on, the Program for exercise of the rights as granted to PBS hereunder;
- 12.1.12.** The credits contained in the Program as delivered to PBS are complete and accurate and omit no party or entity entitled to any credit;
- 12.1.13.** The Program shall not include any obscene, indecent, or profane material, including without limitation, material that describes or depicts sexual or excretory organs or activities in a manner prohibited by federal, state, or local laws and regulations;
- 12.1.14.** Producer shall comply with all laws, statutes, regulations and codes relating to anti-bribery and anti-corruption applicable to Producer, as the same may be updated from time to time, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.
- 12.1.15.** Producer shall not commit, attempt to commit, facilitate, advocate or participate in terrorist acts, and has not committed, attempted to commit, facilitated, advocated or participated in terrorist acts, and it will not provide support or resources to any individual or entity that commits, attempts to commit, facilitates, advocates or participates in terrorist acts or has committed, attempted to commit, facilitated, advocated or participated in terrorist acts.
- 12.1.16.** Producer shall not use any funds provided hereunder, directly or indirectly, in a manner that would violate any laws, regulations or presidential orders that (i) restrict or prohibit U.S. persons or their foreign subsidiaries from engaging in transactions with, and exporting goods, services, technology and software to, the governments of, and certain parties in, embargoed countries (currently the Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria), (ii) prohibit any transaction

with persons listed on the Specially Designated Nationals List maintained by the U.S. Department of Treasury's Office of Foreign Asset Controls (available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) and (iii) prohibit exports of goods, technology or services to persons on the Denied Persons List maintained by the U.S. Department of Commerce's Bureau of Industry and Security available at <http://www.bis.doc.gov/dpl/thedeniallist.asp>).

12.2. PBS hereby represents and warrants as follows:

12.2.1. PBS has the full power, legal capacity and authority to enter into this Agreement and to carry out its terms.

13.0 INDEMNITY

- 13.1.** Producer agrees to indemnify and hold harmless PBS, its member stations, and those parties properly authorized to use the Program hereunder, and their respective officers, directors, employees and assigns, from and/or against any and all actions, claims, damages, costs, liabilities, loss and expenses (including costs of investigation and defense and reasonable attorneys' fees and expenses), whether or not involving a third-party claim, arising from or in connection with (a) the exercise of the rights granted to PBS in this Agreement, (b) the subject matter contained in the Program or related materials licensed or provided by Producer, except any PBS Program Elements, or (c) any breach or violation of, any misrepresentation or inaccuracy in, any default under, or any failure to perform or comply with, any representation, agreement, obligation or warranty made by Producer in this Agreement or any other document delivered to PBS pursuant to this Agreement. PBS shall have meaningful consultation regarding the defense of any such claims, demands or litigation. PBS shall have the right to approve of Producer's choice of qualified counsel with demonstrable experience defending claims of the type to be defended. PBS shall have the right to approve any proposed compromise or settlement of any such claims, demands or litigation.
- 13.2.** PBS agrees to indemnify and hold harmless Producer, its officers, directors, employees and assigns from and/or against any and all actions, claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees and expenses), arising out of any PBS Program Elements or any breach of any representation, agreement, obligation or warranty made by PBS hereunder.
- 13.3.** In the event of any claim or service of process upon a party involving the indemnification hereinbefore set forth, the party receiving such notice shall promptly notify the other of the claim. Subject to Paragraph 13.1, the indemnifying party shall promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If it so elects, the indemnified party shall have the right at its sole cost to engage its own counsel in connection with such claim. In the event that the indemnitee determines that the indemnitor is not diligently and continuously defending any such claim, the indemnitee shall have the right, on its own behalf and as attorney-in-fact for indemnitor, to adjust, settle, defend or otherwise dispose of such claim with the indemnitor's written approval of any adjustment or settlement which may not be unreasonably withheld. Any costs incurred by the indemnitee in connection therewith shall be promptly reimbursed by the indemnitor, and if the indemnitor fails to so reimburse the indemnitee, the indemnitee shall be entitled to deduct such amounts from any other sums payable to the indemnitor under the Agreement or otherwise take such steps as it deems necessary to claim such amounts.
- 13.4.** PBS has the unqualified right to rely upon, and has relied upon, each of the representations and warranties made by Producer in this Agreement or pursuant hereto. No information, document or knowledge furnished to PBS or obtained in any investigation by PBS (e.g., a title search report) shall affect, or be deemed to modify, any representation, warranty or indemnity of Producer contained herein. Any claim in connection with this Agreement shall not be adversely affected by any investigation by, or opportunity to investigate afforded to, PBS.
- 13.5.** This Paragraph 13 shall survive the expiration or termination of this Agreement.

14.0 INSURANCE

- 14.1.** Prior to commencing production, Producer shall obtain and maintain, throughout production of the Program, the following insurance policies: (i) Documentaries, Industrial, Commercial, and Educational Films (D.I.C.E.) Production Insurance [or *if a drama*: Production Insurance], (ii) appropriate Worker's Compensation/Employer's Liability Insurance consistent with laws applicable to the Producer's country of domicile and the locations where production occurs, (iii) US and/or Foreign General Liability Insurance, and (iv) US and/or Foreign Hired Non-Owned Auto Liability Insurance.
- 14.2.** In addition, in consultation with Producer's insurance provider, Producer may be required to bind additional coverages, including, but not limited to the following: Non-Owned Aircraft, Non-Owned Watercraft, Political and War Risk, Railroad Protective Liability, Kidnap and Ransom, Disability and Life, Imminent Peril, Civil Authority and/or Weather.
- 14.3.** Producer shall obtain and maintain a policy of Producers' Errors and Omissions (E&O) liability insurance for a period of three (3) years, commencing on the date the Program is delivered to PBS, which is applicable to all of the uses made of the Program pursuant to the all of the rights granted to PBS in this Agreement insuring Producer against the liabilities assumed hereunder (including, but not limited to, copyright infringement, defamation, invasion of privacy, unauthorized use of titles, ideas or characters) and naming PBS and its public television stations [and PBS Media Distribution LLC and its licensees] [*if PBSd international deliverables are required*: and PBS UK, LLC] as additional insureds, having limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate with a deductible of no more than \$25,000 for the Program. Promptly after securing such policy, but in no event later than the delivery date of the Program master, Producer shall submit a copy of the E&O certificate, prior to broadcast of the Program, and other required insurance certificates evidencing such coverage via email to prodmgmt@pbs.org.
- 14.4.** PBS has relied on Producer's undertaking to secure insurance policies as contemplated in this Paragraph 14 and such undertaking has served as an inducement to PBS to enter into this Agreement.

15.0 DEFAULT AND TERMINATION; FORCE MAJEURE; MORALS CLAUSE

- 15.1.** If Producer defaults in the performance of any of its material obligations hereunder (with the exception of a default in delivery which is covered in Paragraphs 1.5 and 2.6 herein) and such default is not cured within ten (10) days after written notice thereof to Producer, then PBS may, in addition to any and all other rights which it may have against Producer, terminate this Agreement by giving written notice to Producer at any time after the occurrence of such default. In the event of any such termination, PBS shall immediately cease exploiting the Program and shall promptly return all Program Materials to Producer, and, if applicable, Producer shall promptly return to PBS the pro rata percentage of the Program Payment equal to PBS's unused percentage of the License Term. Notwithstanding such termination, the indemnities, warranties and representations set forth herein shall remain operative and in full force and effect.
- 15.2.** Producer shall immediately notify PBS in writing if: (a) Producer voluntarily commences any proceeding or files a voluntary petition seeking relief under Title 11 of the United States Code, as amended, or any other federal, state, foreign or other bankruptcy, insolvency or similar statute, law or regulation, whether existing now or in the future; (b) Producer files any other voluntary petition to reorganize its business or to effect a plan or other arrangement, readjustment or similar relief with creditors under any present or future federal, state, foreign or other statute, law or regulation, whether existing now or in the future; (c) Producer files an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to Title 11 of the United States Code, as amended, or any other federal, state or foreign bankruptcy, insolvency or similar law, or consents to the institution of, or fails to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition; (d) Producer makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, sequestrator or similar official for Producer or all or any part of their property;

(e) a receiver, trustee, custodian, sequestrator or similar official is appointed for Producer or all or any part of their property without the consent or acquiescence of such Producer; (f) the Producer or any other party institutes dissolution, winding-up or liquidation proceedings with respect to Producer or their business or other proceedings to terminate Producer's corporate existence; (g) a writ or warrant of attachment, execution, distraint, levy, possession, or any similar process is issued by any court against Producer's property; or (h) any lease or mortgage covering any significant portion of Producer's property is terminated other than in the ordinary course of business.

- 15.3.** In the event that such proceeding, petition, writ, warrant or termination is not dismissed or a stay of foreclosure obtained or such assignment, appointment or proceeding is not rescinded or terminated within one hundred twenty (120) days of the issuance, making or commencement thereof, or any such lease or mortgage is not reinstated or renewed within one hundred twenty (120) days of its termination, and the effect thereof is to materially frustrate or impede such Producer's ability to carry out its obligations pursuant to, and the purposes of, this Agreement, then PBS may terminate this Agreement, unless: (a) within one hundred and twenty (120) days after its election or appointment, any receiver or trustee of such Producer, or, within one hundred and twenty (120) days of the commencement thereof, the Producer itself as debtor-in-possession in connection with any such reorganization or similar proceedings, remedies any uncured failure to comply with any provisions of this Agreement; and, (b) within such one hundred and twenty (120) day period, such receiver or trustee, or Producer itself as debtor-in-possession, executes an agreement, duly approved by PBS and the court having jurisdiction over the premises, whereby such receiver or trustee or Producer, in such capacity, assumes all obligations and agrees to be bound fully by each and every provision of this Agreement.
- 15.4.** Producer shall notify PBS immediately if Producer is prevented from or materially hampered in performing its obligations hereunder by reason of any law, ordinance, regulation, order, judgment or decree, act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, lockout, boycott, strike, labor controversy, riot, civil disturbance, war or armed conflict, act of public enemy, embargo, or any similar event beyond the control of Producer ("Force Majeure"). Such failure to perform by reason of Force Majeure shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefore. PBS shall have the right to (a) terminate this Agreement; (b) postpone the uncompleted Program until such time as Producer is able to complete it; or (c) designate a person or entity acceptable to both Producer and PBS to assume responsibility for completing the undelivered Program. In the event that PBS, pursuant to this Paragraph, terminates this Agreement or designates a person or entity other than Producer to assume responsibility for completing the undelivered Program, Producer shall be required to return to PBS only that portion of the Program Payment not spent or irrevocably committed to Program production as of the date of the cancellation; provided, however, that if Producer sells or licenses the rights to any footage from the undelivered Program, or recovers any part of the Program Budget under any insurance policy, then Producer shall pay PBS a share of any such proceeds proportionate to the percentage of the Program Budget that PBS funding represents.
- 15.5.** Producer shall not commit any act or do anything which might tend to bring Producer into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on PBS, any stations broadcasting or scheduled to broadcast a program, any licensee of PBS, any sponsor of the program, or to injure the success of any use of the Program. Producer agrees that these same "morals" standards shall apply to all persons hired, retained or utilized by Producer to work on, or in connection with, the Program ("Program Personnel"), including but not limited to the talent to be featured in the Program. In the event Producer or any Program Personnel violates this clause, PBS shall have the right to immediately terminate this Agreement upon giving written notice to Producer of same. In the event of any such termination, Producer shall promptly return to PBS any amounts paid by PBS to Producer hereunder, and the parties shall have no further obligations to each other under this Agreement other than any obligations that survive termination of the Agreement, if any.

16.0 CONFIDENTIALITY; PUBLIC ANNOUNCEMENTS

- 16.1.** Except as may be required in connection with filings with governmental agencies or courts or to comply with the valid order of a court of competent jurisdiction, or except as may be required under applicable law, each party shall keep the material terms and provisions of this Agreement strictly confidential and shall not disclose to any other person or entity other than to its officers and employees on a must-know basis, or to its respective lawyers and accountants. To the extent that information with respect to this Agreement is revealed pursuant to this Paragraph, each party shall use its best efforts to ensure that each person or entity receiving such information shall maintain it in confidence.
- 16.2.** Producer agrees that any public announcement regarding this Agreement or PBS's funding, distribution or promotion of the Program shall be made only in collaboration with PBS and with the prior approval of PBS. Producer shall not issue, or consent to the issuance of, any press releases or other public statements about PBS's exploitation of the Program without PBS's prior written permission.

17.0 NONDISCRIMINATION

- 17.1.** Producer shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or disability.
- 17.2.** Producer further agrees that it shall comply with all laws and regulations prohibiting discrimination on the basis of race, color, religion, age, sex, national origin or physical handicap that may be applicable to Producer. These laws may include, but are not limited to: Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e); the Equal Pay Act of 1963 (29 U.S.C. Section 206); the Age Discrimination in Employment Act of 1967 (29 U.S.C. Section 623); and Title IX of the Education Amendments.

18.0 NOTICES

Unless otherwise provided herein, any notice, report or demand shall be in writing, addressed as set forth on the first page of the Specific Terms or such other address designated by a party in writing in accordance with this Paragraph 18, delivered to each applicable party and deemed to have been received as follows: by personal delivery (upon delivery); first class certified or registered mail, return receipt requested (three (3) days following the date of posting); or U.S. Express mail or another nationally recognized express overnight service (one day following deposit with the express service).

19.0 MISCELLANEOUS

- 19.1.** Relationship of the Parties; No Third-Party Beneficiary - Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Neither party may pledge the credit of the other or make binding commitments on the part of the other or otherwise act, or represent to any third party that it has authority to act on behalf of the other, except as otherwise specifically set forth in this Agreement. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
- 19.2.** Entire Agreement - This Agreement contains the entire understanding, and supersedes all prior documents, correspondence, conversations or other written or oral understandings, between the parties hereto relating to the subject matter herein and this Agreement cannot be changed, amended or modified in any respect except in a writing executed by both parties. No employee, agent or other representative of PBS is authorized to make any representations, warranties or agreements except as specifically included herein, and Producer acknowledges that it has not entered into this Agreement in reliance upon any such representation, warranty or agreement. Producer shall, upon PBS's request, promptly furnish to PBS copies of such agreements or other documents as PBS may reasonably desire in connection with any provisions of this Agreement.

- 19.3.** Assignment - PBS may assign all rights and obligations under this Agreement in whole or in part to any other party and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Producer, except with regard to its right to receive monies in accordance with this Agreement, which shall be subject to written notice to and prior written approval by PBS, such approval not to be unreasonably delayed or withheld.
- 19.4.** Governing Law - This Agreement is governed by the law of the Commonwealth of Virginia applicable to contracts performed entirely therein. Each party hereto irrevocably agrees that the state and federal courts located in Virginia shall have jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, and each party hereto irrevocably agrees that it is subject personally to the jurisdiction of such courts and waives any claim that it is not subject personally to the jurisdiction of any such court or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.
- 19.5.** Effectiveness - Nothing contained herein shall require the commission of any act or the payment of any compensation which is contrary to any applicable law, rule or regulation. In the event that any term, condition, covenant, agreement, requirement or provision herein contained shall be held by any court to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the other terms hereof, it being the intention and declaration of the parties hereto that had they or either of them known of such unenforceability, illegality, invalidity or contrariety to public policy, they would have entered into a contract, each with the other, containing all of the other terms, conditions, covenants, agreements, requirements and provisions hereof.
- 19.6.** No Waiver - No waiver by either party of any breach hereof shall be deemed a waiver of any preceding or succeeding breach hereof.
- 19.7.** No Injunctive Relief - Notwithstanding any other provision of this Agreement, Producer's sole remedy for breach by PBS of any of its obligations under this Agreement shall be an action at law for damages and Producer acknowledges that such damages are fully adequate to compensate Producer in the case of any breach by PBS hereunder. In no event shall Producer be entitled, and hereby waives any right, to enjoin, prohibit or otherwise interfere with the distribution, advertising or exploitation of the Program or to terminate or rescind this Agreement.
- 19.8.** Execution - This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile signature or email transmission as a PDF with only verbal confirmation, and when so executed and delivered shall be deemed an original and such counterpart(s) together shall constitute only one original.
- 19.9.** Conflict - Any conflict between the provisions of the Specific Terms and the Standard Terms and Conditions shall be resolved in favor of the Specific Terms.
- 19.10.** Rights and Remedies - Each of the rights and remedies granted to PBS under this Agreement is cumulative and the exercise of one shall not limit, diminish or otherwise affect PBS's right, concurrently or subsequently, to exercise any other rights or remedies, and shall be in addition to such other rights and remedies as PBS may have at law, in equity, under this Agreement or otherwise.
- 19.11.** Survival - Paragraphs 5, 6, 11, 12, 13, 16, 19.4, 19.7 and 19.11 shall survive expiration or termination of this Agreement.

20.0 DEFINITIONS; INTERPRETATION

- 20.1.** With respect to this Agreement, including all Exhibits and Attachments hereto, each party hereby waives any rights it may have under any laws of any jurisdiction that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against

the drafter of the document or agreement.

20.2. In this Agreement unless otherwise specified, reference to:

- “including” means including but not limited to;
- a reference to dollars or \$ is a reference to United States dollars; and
- “or” means “and/or” unless otherwise specified or the context otherwise requires;

20.3. Any agreement or statute defined or referred to in this Agreement or in any agreement that incorporates this Agreement means such agreement or statute as from time to time amended, modified, supplemented or replaced, including (in the case of agreements) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and includes (in the case of agreements) references to all attachments thereto and instruments incorporated therein and (in the case of statutes) any rules and regulations promulgated thereunder and any judicial and administrative interpretations thereof.

20.4. The captions in this Agreement are for reference purposes only and are not part of this Agreement.

END OF STANDARD TERMS AND CONDITIONS