

RMITV/SCT Inc. PROGRAMMING & PRODUCTION POLICY

Tuesday 13th November 2018

Policy Name:	SCT Inc. Programming Policy
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Authorising Body:	Student Community Television Inc. Board
Responsible Party:	SCT Chairperson
Related Department:	RMITV Productions

Introduction

RMITV/SCT Inc. Management Team and Board recognize it is important to have a policy that outlines the selection process, program selection criteria and producer's responsibilities for all new and existing RMITV/SCT Inc. approved productions.

Purpose

1. To provide a fair process of program selection and allocation of production resources.
2. To ensure that all producers and members are aware of, and adhere to, the program and production requirements of RMITV/SCT Inc.

Authorization

Student Community Television Inc. board (SCT Inc Board)

Definitions

"RMITV/SCT Inc." shall mean RMITV/Student Community Television Incorporated.

"The Board" shall mean the Board of Directors of Student Community Television Incorporated.

"Management" shall mean the RMITV/Student Community Television Inc. Management Team.

"Member" means a current paid member or life member of the Association.

"Producer" for the purpose of this document shall either mean the Executive Producer(s) of an

RMITV/SCT Inc. approved show, the Creator or the official representative of the production in contact with the Content and Development Manager .

"RMIT" means RMIT University.

"Volunteer" means any RMITV Member who is actively volunteering for the association. This also includes Volunteer Producers, who are paid an honorarium.

"Hirer" shall mean the person borrowing equipment, whether it is a paid booking or an approved booking by a Producer of an approved RMITV/SCT Inc. program.

"General Manager" shall refer to the appointed RMITV/SCT Inc. General Manager

"Content and Development Manager" shall refer to the appointed RMITV/SCT Inc. Content and Development Manager

"Program Commencement Agreement" shall mean all agreements pertaining to RMITV Programs whether pilot, RMITV Flagship, series or web series.

"Non-Student" refers to any individual who does not study at RMIT University at the time of production or program proposal.

"Broadcaster" refers to the community television station, or the distribution platform, for example: new media platforms.

"RUSU" refers to the RMIT University Student Union and Student Union Council. **"Volunteer Log Sheet"** refers to electronic log sheet supplied by the Content and Development Manager to Producers of Flagships, RMITV Approved Productions and Co-Productions.

1. PROGRAM PROPOSALS

1.1. Only current paid and life members are eligible to produce a program for RMITV/SCT Inc.

1.2. For a program to be considered for production by RMITV/SCT Inc. prospective producers must complete a RMITV/SCT Inc. "Program Proposal" and return it to the Content and Development Manager.

1.2.1. Producers can submit a draft program proposal to the Content and Development Manager for review and advised amendment, if the proposal clearly cites "DRAFT" on the first page of the document, and that this is communicated to the Content and Development Manager upon submission.

1.3. Upon submission of a Program Proposal form, the Content and Development Manager will determine whether the program meets the Program Selection Criteria (see Article 2). If the proposal meets the criteria, the Content and Development Manager will determine if it is to be approved for a pilot.

1.3.1. If approved for a pilot, the Producer must sign an RMITV/SCT Inc. Program Commencement Agreement.

1.3.2. As noted under Article 3.5, a producer has exactly three months from the approval of a proposal to commence their production, unless otherwise negotiated by the Content and Development Manager.

1.3.3. Producers must deliver the pilot of their program within three months of the first day of production (unless otherwise negotiated with the Content and Development Manager) or else re-pitch the program at a later date.

1.4. Once the pilot episode is produced it will be reviewed by the Content and Development Manager, in consultation with the General Manager, who will then provide feedback to the Producer and decide if RMITV/SCT Inc. is willing to approve a season (the Content and Development Manager reserves the right to defer the decision to the Board for any reason).

1.4.1. If a Broadcaster offers a Transmission Agreement/Program Broadcast Licence the Producer will sign this and the RMITV/SCT Inc. Program Commencement Agreement.

1.5. Programs will be approved one season at a time.

1.5.1. At the end of each season, Producers will be required to submit their program to the Content and Development Manager for review. The Content and Development Manager may ask for updated documentation, such as budgets and an outline of content for any future proposed season.

1.6. Under no circumstances will shooting take place for any new program (pilot or series) without the prior approval of the Content and Development Manager.

1.6.1 In the circumstance that filming is performed prior to approval from the Content and Development Manager, it is acknowledged that this production time will not be covered by RMITV/SCT Inc. insurance and the onus is on the Producer. Though if this content is included in the submitted pilot or series, it will be considered part of the body of work.

2. PROGRAM SELECTION CRITERIA:

2.1. A 'new' program will be considered for a first season of production by RMITV/SCT Inc. based on the following content and production criteria:

2.1.1.The program's relevance in terms of the aims and objectives of the organisation. (outlined in Part 1, Section 2 of the RMITV/SCT Inc. constitution).

2.1.2. The benefit the program will provide to RMIT Students and RMITV/SCT Inc. members by way of crew and training opportunities.

2.1.3. The production demands of the program in relation to the availability and allocation of production resources (RMIT Studio and/or RMITV Equipment Hire) to existing programs.

2.1.4. The program's originality in relation to the content and format of existing RMITV/SCT Inc. programs.

2.1.5. The Producer's completion of at least one season as a volunteer on another RMITV/SCT Inc. program & prior involvement with RMITV/SCT Inc.

2.1.5.1. Exemption from previous RMITV involvement will be granted in the instance the Producer can demonstrate an acceptable level of experience in television production, or can exhibit an extensive industry background in relation to television production.

2.1.6. The capability of the Producer in being able to uphold the Producer Responsibilities (see Article 4) and effectively facilitate a training environment for members during production.

2.1.6.1. Producers who wish to undertake an 'on screen' role within their program are required to have an experienced individual involved behind the scenes to coordinate and safeguard the quality of the production and the provision of industry-based training to student members. Unless otherwise negotiated with the Content and Development Manager, this crew role is known as 'Associate Producer' and is to be credited as such.

2.1.7. The feasibility of the program's budget and rundown submitted by the Producer.

2.2. A program being considered for an additional season will be approved based on the above criteria, with the following elements being considered:

2.2.1. The program having previously met its Student Engagement Benchmark (see Article 5.).

2.2.1.1. If unsuccessful in fulfilling the expected Student Engagement Benchmark in the previous season (as referenced in the RMITV/SCT Inc. Student Engagement Policy attached), the Producer must stipulate how they

will improve this statistic in their next proposed season.

2.2.2. The competence of the Producer in organising and coordinating the program throughout their previous season(s).

2.2.3. The capability of the Producer in upholding the Producer Responsibilities (see Article 4), and of communicating developments with the Content and Development Manager throughout the previous season(s).

2.3. As stipulated in Article 1.3.1. upon a program meeting the criteria set out in the above points, the Producer of the proposed program must sign an RMITV/SCT Inc. "Program Commencement Agreement" before access to production resources and television broadcast (upon approval from the Broadcaster) will be granted free of charge.

3. PROGRAMMING PROPOSAL VERDICT

3.1. A program proposal can be rejected, postponed for resubmission at a later date, or accepted, as stated by the Content and Development Manager.

3.1.1. Acceptance of a proposal recognizes the approval of the Content and Development Manager and General Manager regarding an RMITV program to be undertaken as a RMITV pilot, season, or web series (as specified in the verdict).

3.1.2. A postponement of a proposal cites either a requirement for further pre-production development or an inability of RMITV/SCT Inc. to facilitate the program at the present time, as dictated by the Content and Development Manager. A postponed production will require an additional proposal to be lodged at a later date.

3.1.3. Rejection of a proposal occurs in the instance that the proposal does not address or adhere to the Program Selection Criteria (see Article 2), in the viewpoint of the Content and Development Manager. Proposals that are rejected will not be enabled for further review by the Content and Development Manager for three months from the date of the Programming Proposal Verdict.

3.2. A Programming Proposal Verdict for series must be made with the consultation and approval of both the appointed General Manager and Content and Development Manager.

3.3. Both the General Manager and Content and Development Manager reserve the right to withhold and alter a Programming Proposal Verdict with the consultation of The Board, prior to the acceptance of an RMITV Program Commencement Agreement.

3.4. Unless otherwise organised with the Content and Development Manager, if production has not commenced within three months after the program's approval, the proposal will be rendered invalid and will be subject to postponement, as per Article 3.1.2.

3.4.1 After this time, the producer can resubmit the proposal with explanation of previous delays and a prevention plan for submitting on time. The acceptance of this re-submission is at the discretion of the Content and Development Manager.

4. PRODUCER RESPONSIBILITIES

4.1. All approved RMITV/SCT Inc. Producers must:

4.1.1. In the case of Flagship Productions and Approved Productions producers must use 100% RMITV/SCT Inc. members in their production crews, with the exception of guests, external trainers and cast. If general members of the public wish to be part of the crew, they are advised they can join RMITV/SCT as a member.

4.1.1.1. Studio-based productions must have all volunteers as financial members of RMITV/SCT Inc.

4.1.1.2. In the event that an RMITV/SCT Inc. member cannot be sourced, after reasonable attempts have been made to source a member, a non RMITV/SCT Inc. individual may fill the role on a one-off basis. An individual's ongoing participation requires a RMITV/SCT Inc. membership.

4.1.2. In the case of co-productions Producers must use at least 50% of RMITV/SCT Inc. members in their production crews, with the exception of guests, external trainers and cast. If general members of the public wish to be part of the crew, they are advised they can join RMITV/SCT Inc. as a member, unless otherwise negotiated with the Content and Development Manager.

4.1.3. Send any call outs for crew needed for any Program via email to either the Content and Development Manager or Marketing Manager to be sent to members via the RMITV mailing list prior to be shared via any other medium.

4.1.3.1. If a role on a production becomes vacant mid-season, the Producer must send a crew call out to either the Content and Development Manager or Marketing Manager to be sent to members via the RMITV mailing list prior to be shared via any other medium.

4.1.3.2. Article 4.1.3.1 does not apply if a crew vacancy needs to be filled for a single shoot on short notice (defined as less than 7 days before a shoot).

4.1.4. In the case of Flagship Productions or any other productions receiving SSAF funding, meet the “Student Engagement Benchmark” according to the “Student Engagement Policy” (as read in Article 5, Policy Statement).

4.1.5. Be accountable for the allocation and care of production resources they utilise in their productions.

4.1.6. Book and collect all equipment borrowed for the program themselves, unless another crew member is specifically designated to collect the equipment and communicated to a member of Management and/or the Content and Development Manager prior to an equipment booking.

4.1.7. As far as possible, make sure inexperienced RMITV/SCT Inc. members are given opportunities to learn the various technical facets of production.

4.1.8. All RMITV studio booking creations and enquiries must be made directly with the Content and Development Manager. Producers must ensure their productions honour RMIT studio booking arrangements, and keep to the schedule approved by the Content and Development Manager. Tech requirements and requests can be made directly to the RMIT University Technical Coordinator - TV Studios.

4.1.9. Notify the Content and Development Manager of any significant changes to the production’s schedule or style (eg. content, technical requirements, production issues, Studio booking cancellations, etc).

4.1.10. Be responsible for the delivery of completed programs to the Broadcaster as stipulated by the transmission agreement//Program Broadcast Licence between the producer and the broadcaster.

4.1.11. Supply RMITV/SCT Inc. with a digital copy of all episodes of programs for the RMITV/SCT Inc. archives, with submissions of episodes to be made 2 weeks after their initial broadcast date or after the end of each season (copies must be of High Definition (HD) quality, or as close to a HD quality as possible, and bug-free)

4.1.11.1 The purpose of Article 4.1.10 is to ensure the availability of contributed content to RMITV members engaged with the production for their showreels and the preservation of the organisation’s history.

4.1.11.2 Failure to adhere to this requirement may result in immediate termination of the program and may include further action by the Content and Development Manager, General Manager and the Board.

4.1.12. Supply RMITV/SCT Inc. with a copy of all relevant release forms (talent, music, guests, etc) prior to the broadcast date of the episode and keep a copy for their own records.

4.1.13. Complete the “Volunteer Log Sheet” which will be made available online and in the RMITV office by the Content and Development Manager.

4.1.14. Supply RMITV/SCT Inc. with marketing material for promotional purposes and for the RMITV/SCT Inc. website and any online RMITV social media sites, as negotiated with the Content and Development Manager. This can include, but is not limited to: 'behind the scenes' photos, high-quality versions of the show's logo, promotional photos of the cast, etc.

4.1.15. Producers must direct any Broadcaster related enquiries to the Content and Development Manager, who will then inquire on behalf of the Producer. If carried out without consent from the Content and Development Manager, penalties deemed appropriate by the Content and Development Manager and General Manager will be applicable.

4.1.16. Provide a meal to cast and crew if the shoot runs over four hours or across what might be considered a 'regular' meal time (eg. 12pm – 1pm for lunch, 5-7pm for dinner). A regular 'meal' in this regards means a standard portion size and meals must meet the dietary requirements of all crew, unless otherwise agreed between the Producer and the particular crew member. If the call time is prior to 8am Producers must provide breakfast.

4.1.17. Clean drinking water and sanitary toilet facilities must be made available to cast and crew for productions shooting outside of the RMIT University Studio.

4.1.18. Ensure crew are given breaks of at least fifteen minutes every four hours. It is the Producer's responsibility to take this into account when scheduling the shoot.

4.1.19. The Producer is responsible for ensuring the show is produced in accordance with all relevant and applicable state and federal laws, which includes but not limited to any copyright, defamation, licensing, CBAA Codes of Practice, and other broadcast legislation.

4.1.20. Producers must communicate any sponsors or partnerships made in regard to supporting or funding the Production to RMITV/SCT Inc. These sponsors/partnerships must be in line with the values of RMITV/SCT Inc. and will be considered on a case-by-case basis. In the instance that the sponsors are not

considered in this scope, the Production must cease this relationship.

4.1.21. Advertising or visible logo branding during the final product of the Production must be approved by the Content and Development Manager and the General Manager, with approved depictions of RMITV/SCT Inc., Broadcaster, RUSU or RMIT University.

4.1.22. Producers, crew, cast, guests and any external personnel are subject to the rules and hiring conditions of the RMIT Studios, including the completion of all necessary paperwork prior to studio hire confirmation and/or studio usage.

5. STUDENT ENGAGEMENT & BENCHMARKS

5.1. The Student Benchmark is defined as 80% RMIT students in all Flagship and Training programs funded by SSAF. RMIT Alumni can contribute to this benchmark. This will be monitored by the Content and Development Manager unless otherwise delegated to their assistant. This will be done through having a database to receive feedback from members and SGMs.

5.2. In line with the Producer Responsibilities (specifically Article 4.1.1., 4.1.2. and 4.1.11. of this document, and the Student Engagement Policy):

5.2.1. RMITV/SCT Inc. will intervene with the Producers in the instance the Student Benchmark is not being adequately met on a RMITV approved production, and will endeavour to improve student engagement and support.

5.2.2. Involvement of alumni Volunteers in undertaking mentoring roles is heavily encouraged with all RMITV/SCT Inc. programs.

6. TERMINATION OF PRODUCTION

6.1. An approved RMITV/SCT Inc. production and Program Commencement Agreement may be immediately terminated by collective declaration of the General Manager and the Content and Development Manager with forty eight (48) hours notice, if:

6.1.1. RMITV/SCT Inc. production resources are misused or abused during use on the production throughout a program's production period.

6.1.2. The Producer fails to abide by the RMITV/SCT Inc. Programming Policy and/or any other relevant RMITV/SCT Inc. policy as determined by the Content and Development Manager and General Manager.

6.1.3. The Producer fails to submit content in accordance with a broadcaster's

Transmission Agreement//Program Broadcast Licence, or designated deadline outlined by the Content and Development Manager.

6.1.4. The Producer submits their intention to withdraw the program.

6.1.5. In the instance that there is a perceived personal/professional discrepancy between the Content and Development Manager or RMITV Crew Member and Producer(s), mediation may occur according to the RMITV Bullying Policy.

6.2. In the instance of termination, with the exclusion of 6.1.4., RMITV/SCT Inc. will provide the Producer with forty eight (48) hours notice of this occurrence.

6.2.1. RMITV/SCT Inc. reserves the right to halt production pending further investigation within the forty eight hours of notice before termination, upon justifiable breach of the Programming Policy.

6.2.2. Upon notice of termination of a production, producers can appeal the verdict to the Board in dispute, for a continuation of their production. If the Board wishes to facilitate the appeal, production will remain halted until a formal verdict is reached by the Board.

6.2.2.1 In the event that the SCT Board thinks it is in RMITV's best interests to continue the program, a committee shall be formed consisting of no less than three board members, Producer(s) of the program and the Content and Development Manager with a meeting to be held within five working days of the Board's decision.

6.2.3. Upon acknowledged breach (whether identified by the Board or the Content and Development Manager) the Producer is required to hand over a copy to RMITV/SCT of any content created during RMITV involvement to the RMITV archives for the primary purpose of student crew access and student showreels (as stipulated in Article 4.1.11.1).

6.3. In the instance of termination prompted by the Producer the Producer is required to notify RMITV/SCT Inc. of this intention immediately before taking any further action towards cessation of the program.

6.3.1. Upon notifying RMITV/SCT Inc. of the intention to terminate the production, the Producer is required to hand over a copy of any content created during RMITV involvement to the RMITV archives for the primary purpose of student crew access and student showreels (as stipulated in Article 4.1.11.1).

6.3.2. In the case of termination of production, all RMITV crew must retain their

credits in the end sequence.

6.4. If termination occurs and the Producer is engaged in a Broadcaster Transmission Agreement//Program Broadcast Licence, the Producer is required to accredit RMITV/SCT Inc. in accordance to Article 6.2. for all future episodes of the season.

6.4.1. If the Producer fails to adhere to Article 6.2. throughout continued broadcast, RMITV/SCT Inc. will notify the Broadcaster of the withdrawal of RMITV support, which may impact the continuation of the Broadcaster Transmission Agreement//Program Broadcast Licence.

6.4.2. RMITV/SCT Inc. reserves the right to inform the Broadcaster of a withdrawal of RMITV support.

6.4.3. A withdrawal of support from RMITV/SCT Inc. will immediately require the producer to incur any and all broadcasting fees associated to episodes taking place after the termination of the production.

7. ALLOCATION OF RMITV PRODUCTION RESOURCES

7.1. The borrowing of all RMITV/SCT Inc. owned equipment and booking of edit suites must be authorized by a member of the RMITV/SCT Inc. Management Team and booked equipment needs to be collected by the Program Producer unless otherwise authorised for a crew member to do so.

7.1.1. Authorization must be sought for each occasion that equipment is to be used.

7.2. Persons intending to use RMITV/SCT Inc. production resources must meet at least one of the following criteria before they will be authorized to do so:

7.2.1. They are current RMITV/SCT Inc. members using production resources to produce an RMITV/SCT Inc. approved production.

7.2.2. They have paid to hire RMITV/SCT Inc. production equipment.

7.2.3. They are current RMITV/SCT Inc. members using production resources to train themselves or other current RMITV/SCT Inc. members in television production techniques OR are persons organising a training program endorsed by RMITV/SCT Inc.

7.3. With reference to the discretion of the Content and Development Manager, resources will be prioritized as follows:

7.3.1. Approved RMITV/SCT Inc. Productions

7.3.2. Paid current RMITV/SCT Inc. member bookings

7.3.3. Paid non member bookings

7.4. The RMITV/SCT Inc. Content and Development Manager will specify how equipment use shall be allocated to each approved production.

7.4.1. Each hirer will use the RMITV/SCT Inc. Equipment Hire Form and thus abide by the "RMITV Equipment Hire Terms and Conditions Agreement". Failure to complete this document on each hire is grounds for disciplinary action to be taken by the Content and Development Manager, or the General Manager.

7.4.2. If the Producer is also an RMITV Staff or SCT Board member this hire form must be completed by another RMITV/SCT Inc. representative who is not involved in the production.

7.5. Persons taking RMITV/SCT Inc. equipment off campus must produce a form of photo identification with the member of Management supervising the equipment loan. If the hire is over \$50 then the RMITV Staff member will photocopy this verification.

7.6. It is the responsibility of Producers/Hirers to carefully check all equipment is in working order before leaving the RMITV/SCT Inc. office. RMITV/SCT Inc. does check equipment when it is returned but, you should take the time to ensure everything works and that you have all the equipment you need before you leave the office.

7.7. It is the responsibility of Producers/Hirers to report any issues, faults or damage to/with equipment either immediately or on return of the equipment to the Staff. The producer/hirer should also report this information in writing to the Technical Manager and Content and Development Manager (thus understanding if the extension of deadlines is requested).

7.8. Substantial damage caused to equipment on a shoot whilst hired out by the Producer's production that has rendered the equipment useless, requires the Producer to reimburse the RMITV/SCT Inc. for the funds required to replace the equipment, unless otherwise negotiated with the combined permission of General Manager, Content and Development Manager & the Board.

7.9. Persons authorized to borrow equipment must not use or allow that equipment to be

used for any purpose other than the purpose for which they were authorized.

7.10. All equipment borrowed from RMITV/SCT Inc. must remain at all times in the possession of the authorized borrower.

7.11. Continued access to production resources will be denied to any member as a result of misuse or abuse of production resources, or as a result of failure to abide by the terms and conditions outlined in this or any other RMITV/SCT Inc. policy, which will be determined by the RMITV/SCT Inc. Content and Development Manager and General Manager.

8. COPYRIGHT

8.1. In the case of RMITV Flagship and RMITV Approved Productions the Creator will be given the title of Executive Producer.

8.1.1. In the case of Flagships the Executive Producer shall share joint copyright ownership with RMITV/SCT Inc. of all content produced in association with RMITV/SCT Inc. RMITV/SCT Inc. will retain all ownership of Distribution rights.

8.1.2. In the case of RMITV Approved Productions and External Productions, RMITV have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.

8.1.3. In the case of Co-Productions the ownership and distribution rights are negotiable with the Content and Development Manager.

8.1.4. In the case of External Productions RMITV/SCT Inc. have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.

8.2. Web-series programs may be distributed to a broadcaster at the discretion of the Board and the General Manager, but must obtain approval from the Producer before enacting a Transmission Agreement//Program Broadcast Licence.

8.3. The Producer grants to RMITV/SCT Inc. a special purpose, non-exclusive licence.

8.3.1. The RMITV/SCT Inc. special purpose, non-exclusive license” permits RMITV/SCT Inc. to reproduce and redistribute parts of the program (no more than 7 minutes or 40% of a total episode, whichever is longer) for the purposes of the ongoing promotion of RMITV/SCT Inc.

8.3.2. The RMITV/SCT Inc. special purpose, non-exclusive license also grants RMITV/SCT Inc. the authorisation to incorporate parts of the program (no more than

7 minutes or 40% of an episode, whichever is longer) in any compilation video or broadcast of any kind (including, but not limited to television, DVD and the internet) at any time after the completion of the first broadcast of the program.

8.3.3. The RMITV/SCT Inc. special purpose, non-exclusive license also allows RMITV/SCT Inc. to provide the production's crew members access to footage and content for the purposes of personal showreels.

8.4. All approved programs must include the words "©RMITV/SCT Inc." and the year of the episode's completion in the closing title sequence of every episode OR run the supplied RMITV logo ident at the end of each episode.

8.5. RMITV/SCT Inc. may use the program for its own promotion but cannot on-sell the program for the Producer.

8.6. If Producers on-sell the program they must ensure RMITV/SCT Inc. is credited in the credits and that the logo is included.

8.7.1. If a RMITV/SCT Inc. Approved Production or Co-Production turns a profit it is deemed that the Volunteers will be reimbursed for their time and efforts. Responsibility for reimbursement to Volunteers will be made by RMITV/SCT Inc.

8.7.2. If a RMITV/SCT Inc. Flagship Production makes a profit it is deemed that the money made will be re-directed back into the technical and training budgets to better improve the quality of RMITV/SCT Inc.'s programming and improve the Student Engagement Benchmark.

9. FLAGSHIP PRODUCTIONS

9.1. The RMITV/SCT Inc. flagship production is any brand of series that is funded directly by RMITV/SCT Inc.

9.1.1. RMITV/SCT Inc. and the Creator of the program will both hold the title of Executive Producer.

9.2. RMITV/SCT Inc. will hold full claim over all intellectual property and content produced with RMITV/SCT Inc.

9.3. All articles under this section, with the exclusion of point 9.1, are subject to negotiation between the Flagship Producer and the General Manager.

9.4. The production will have access to RMITV's edit suites and equipment at no cost to the

production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.

9.4.1. The use of the equipment is to be in accordance with RMITV/SCT Inc's Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times.

9.5. In the instance a flagship Producer withdraws their involvement from the flagship production, RMITV/SCT Inc. will find a suitable replacement.

9.6. As outlined under point 8.1.1. upon signing the RMITV/SCT Inc. Programming Agreement the Producer grants RMITV/SCT Inc. full distribution rights of the program.

10. RMITV APPROVED PRODUCTIONS

10.1. RMITV/SCT Inc. will allow certain programs to be produced with their support - this can include but is not restricted to web series, podcasts and traditional broadcast programs.

10.2. RMITV/SCT Inc. does not fund RMITV Approved Productions.

10.3. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.

10.3.1. The use of the equipment is to be in accordance with RMITV/SCT Inc's equipment borrowing policies and the RMITV Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times.

10.4. As outlined under point 8.1.2 Upon signing the RMITV/SCT Inc. Programming Agreement RMITV/SCT Inc. have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager..

11. CO-PRODUCTIONS

11.1. RMITV/SCT Inc. will allow certain programs to be co-produced with outside production companies or other student community organisations. This can include but is not restricted to web series', podcasts and traditional broadcast programs.

11.2. The Producer(s) of a co-produced program must be either RMITV/SCT Inc. members or members of the other groups entering into the co-production agreement.

11.3. The Producer(s) of such a co-produced program are subject to all of the terms and

conditions set out in section 4 of this document.

11.4. RMITV/SCT Inc. does not fund co-productions.

11.4.1. Any costs to production will be split between the Producers as agreed upon in the Programming Production Agreement.

11.5. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.

11.5.1. The use of the equipment is to be in accordance with RMITV/SCT Inc's equipment borrowing policies and the RMITV Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times

11.6. If the partnered production fails to comply with the Programming Production Agreement the Content and Development Manager and General Manager have the right to halt or terminate production.

11.7. As outlined under point 8.1.3. Upon signing the RMITV/SCT Inc. Programming Agreement the Producer grants RMITV/SCT Inc. 50% copyright and the agreed upon distribution rights of the program, unless otherwise negotiated by the Content and Development Manager.

11.8. In the event that the co-production ceases mid-production the Producer(s) will be required to cover all production costs up to that point. This may include but is not limited to edit suite and equipment hire.

11.8.1. RMITV/SCT Inc. will hold all material and content until these costs are paid in full.

11.8.1.1. These costs must be made in full within 31 days.

11.8.1.1.1. In the event that these costs aren't paid in full the matter will be taken to the Board to decide what necessary actions should be taken next, this can include taking it to court.

11.8.1.2. In the event that these costs aren't paid in full the Producer(s) rights for copyright and distribution are forfeited.

12. EXTERNAL PRODUCTIONS

12.1. An external production is a production that contracts RMITV/SCT Inc. for its resources. This may include but is not limited to facilities, equipment and work carried out by RMITV Members.

12.2. RMITV/SCT Inc. does not fund external productions nor offers them free access to facilities, equipment or other resources.

12.3. All Members who are hired to carry out work on a external production are sub-contracted by RMITV/SCT Inc.

12.3.1. External productions will be required to provide a safe working environment.

12.3.1.1. If there are any issues or complaints they should be directed towards Content and Development Manager and General Manager.

12.4. RMITV/SCT Inc. has no ownership or distribution rights, unless otherwise negotiated with the Content and Development Manager.

12.4.1. Unless otherwise agreed to in writing, RMITV/SCT Inc. has the right to publish and reference any finished works from an External Production for the purpose of marketing and promoting the organisation.

12.5. In the event that the external production ceases mid-production, RMITV/SCT Inc. will invoice the production for costs up to that point.

12.5.1. These costs must be paid in full within 31 calendar days.

12.5.1.1. In the event that these costs aren't paid in full the matter will be taken to the Board to decide what necessary actions should be taken next, this can include taking the matter to court.

12.5.1.2. In the event that these costs aren't paid in full their rights for copyright and distribution are forfeited.

12.5.1.3. This will be followed up by the Content and Development Manager, General Manager and Treasurer of the RMITV/SCT Inc. Board.

13. INSURANCE

13.1. The Producer must ensure that all relevant insurances are maintained on their behalf and for all RMITV members volunteering on their production. These include, but are not limited to: personal accident and illness insurance and public liability insurance.

13.1.1. In most cases, this insurance will be provided by RMITV/SCT Inc. It is up to the Producer to check with the Content and Development Manager or the General Manager to ensure their production is adequately covered.

13.1.1.1. If extra insurance is required for the production, this will be sought in consultation with the Content and Development Manager.

13.1.2. The Producer must, upon request from the Content and Development Manager, provide RMITV/SCT Inc. with written evidence of the currency and terms of any insurance policies.

END

Authorised on Date: 13th November 2018

Motioned: Antonio Cafasso

Seconded: Phillip Andrews