



Public Broadcasting Services



programme statement of intent **2025 - 2026**

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Public Broadcasting Services Limited (PBS) is the public service media (PSM) organization operating in the Maltese Islands. Whilst PBS operates mostly on commercial funding it belongs to the public that it serves. It is accepting more than ever the digital revolution which has changed and enriched the relationship with audiences at mass and individual level, and is continuously developing new ways to serve the public, anytime and anywhere, on new, emerging and existing platforms. As one of Europe's PSMs PBS promises universality, independence, excellence, diversity, accountability and innovation.

PBS is committed to inclusion, with the aim to reach and offer content to all segments of society, with no-one excluded, with the importance of sharing and expressing a plurality of views and ideas. PBS shares its content in all kind of ways across multi-platforms to be accessible to different audiences and from everywhere without thresholds and across demographics.

PBS strives to be trustworthy in all fictional and non-fictional programming, in all genres and formats, from news to entertainment, from science to sport, from culture to education and to be completely impartial and independent from political, commercial and other influences and ideologies.

PBS wants to empower, enable and enrich media stakeholders, particularly audiences, producers, journalists and artists, through excellence and strive to create benchmarks within the media industry, with high standards of integrity, professionalism and quality.

Our aim is to address the diverse range of interest groups that make up our audiences and we seek to give voice to a plurality of views.

In order to achieve this service PBS runs both traditional linear media, non-linear media and emerging media. The traditional media channels that are operated by PBS are TVM, TVM+, TVMsport+, Radju Malta, Radju Malta 2 and Magic Malta, together with the web portal *tvm.mt*. PBS also operates an on-demand catch-up service *tvmi*. Emerging media include but are not limited to social media pages. Content on these outlets are typically composed of programmes that address one or more of the following categories:

- *The **core public service obligation** content. These include the news bulletins, sports news, at least one programme covering local sports, programmes emanating from the legal and constitutional obligations of PBS Ltd. and the transmission of specific parliamentary debates.*
- *The **extended public service obligation** which includes content that targets cultural, social, educational and economic sustainable development of society at large, with attention to under-represented voices in the media and broadcasting to acquire the space to do so. Examples of such programmes include discussions, children's, cultural and religious programmes, classical and alternative music and documentaries. This content is still subject to the assessment of the Editorial Board and the PBS Board and should follow the criteria used for the selection of any other published by PBS.*
- ***Commercial Content** . A variety of content falls into this category. These include entertainment programmes such as films, variety programmes, and comedies etc. as well as programmes with a strong advertorial content. The choice of good quality commercial content is a necessity for the financial viability of the PBS.*

This Programme Statement of Intent (PSI) is a call for content in line with PBS requirements. It is concerned with the acquisition of locally produced content that mainly fall within the definition of extended PSO and commercial programmes, for PBS media outlets, although PBS is also keeping a window open for any other innovative ideas and ways how to develop future content.

In acquiring content, PBS, through the Editorial Board, will retain full editorial control as well as the right to decide on the technical and aesthetic quality of the production of such content. It also has the right to publish guidelines on the above as well as guidelines regarding ethical matters, language use and stereotyping as well as guidelines aimed at improving quality. The ultimate responsibility and therefore control will always belong to PBS and producers are expected to follow any directives given in these aspects. This applies for all stages of the production.

Furthermore, although PBS shall be acquiring its various content from different sources, PBS shall retain overall responsibility for managing all of the acquired content and its scheduling and distribution over its media outlets. For this reason, besides having to evaluate each proposal on its own merits, PBS shall also establish how each production fits within the requirements of the particular media outlet and its whole schedule in the most effective manner.

This Programme Statement of Intent is primarily intended to cover the period between **October 2025** and the **end of September 2026**, however, PBS accepts submissions and may contract programmes from different genres for longer periods and for scheduling beyond the above-mentioned period. This said, genres should not include current affairs and discussion programmes, and PBS reserves the right to release itself from such commitments for specific reasons.

It is important to note that whilst PBS is seeking to acquire content for this period, this does not mean that all productions contracted for shall necessarily run for the full duration of the period. One can therefore submit proposals for the whole period of twelve months or for parts of it.

However, in seeking to maximize the effectiveness of its programming and scheduling, PBS shall also retain the flexibility to establish on a case-by-case basis the ideal parameters for running different programmes. Not all programmes within a scheduling window therefore shall have the same contractual durations.

It shall be at the absolute discretion of PBS to establish the number of seasons, the number of episodes and the duration for which selected productions will run.

It is the intention of PBS to schedule the right content at the right time and in the right way. In this respect, bidders are asked to design their proposal based on the time requirements of the programme and to ensure that the right time needed to keep the audience engaged and the programme entertaining is adhered to. Programmes which go beyond their natural duration may be penalized during the assessment of the proposal. Producers are encouraged to design their programmes with a media convergence mindset, i.e. productions should be designed across different platforms in an active way. This will increase PBS's universality.

Although PBS is committed to provide as much quality and variety in our programming as practically possible, it is aware of commercial necessities. It takes a lot of time and energy to build up a significant audience and for this reason PBS shall seek to find the right balance between retaining audiences, providing as much variety as possible and financial sustainability of every production.

These requirements are established in line with the programmes policy that is explained in detail in Appendix 2 of the National Broadcasting Policy (May 2004).

Whilst PBS broadcasts news, dramas, entertainment, magazine programming, children's programmes, and a range of current affairs/discussions programmes aimed at giving the most reliable information whilst exploring and promoting our national identity, social cohesion, values, culture, subcultures and under-represented or vulnerable minorities, the remit of PBS media channels is also of delivering educational and cultural programmes together with current affairs and events. The main focus is not only to inform, entertain and facilitate development of human potential via education using the achievements of modern telecommunication and IT, but to also become the preferred comprehensive, clear and concise and reliable source of information on the Islands, focusing mainly on cultural events, current affairs, education and sports. For these reasons the PBS strives to ensure pluralism in its widest form and may select programmes & content that may not be aired on or chosen by other stations because they appeal to a minority group or groups.

PBS also carries local documentaries highlighting Maltese history, personalities, architecture and culture, direct teaching programmes including that of Maltese language and literature, together with sports programmes which do not only focus on 'popular' sports but also promote minor sports. The aim of these programmes is to promote sports at all levels as a means to contribute to the positive development of society and to raise awareness about specific services, assistance, training and support. PBS believes that its schedules should explore the creativity that exists on the international market but in such a way that we also satisfy viewers' preference for local productions. We believe that dubbing productions into Maltese and the importation of programme formats, are two such possibilities. For the purposes of this document both these initiatives will be considered as local productions. International programme formats have also become a standard presence on schedules around the world including several European countries. These types of productions are based on tried and tested formulae and therefore help to reduce the element of risk. At the same time by their very nature they incorporate the necessary production elements to enable local production houses to introduce new benchmarks to local productions and provide an international perspective to the local schedule. In this regard PBS invites independent producers to explore the possibilities provided by different international formats. We also believe in co-productions and the cooperation with other international production companies. These programmes can be used by PBS for possible international distribution and therefore grant rights to third parties for transmission on any online or offline media.

Subvention For Public Service Obligation Programming

As outlined within the National Broadcasting Policy of 2004, the Government is providing PBS with specific funding to enable it to meet its public service obligations. This subvention is intended to enable PBS to broadcast certain types of public service obligation programmes that would otherwise not be commercially viable to do so.

In seeking to strike a balance between its social obligations and its commercial targets and at the same time use the subvention funding to promote the local broadcasting industry, PBS shall endeavour to apply the Government subvention funds for those programmes, which normally cannot be financed partially or in full through advertising.

Television Channels

PBS runs three linear television channels (TVM, TVM+, TVMsport+) which normally broadcast on a 24-hour basis. TVM concentrates more on the generic, lifestyle and entertainment content, TVM+ is the channel that caters more for news updates, current affairs, discussions, educational and culture during the day and other content during the evening/night, while TVMsport+ is the local national channel dedicated to sports. Given that audience levels vary considerably in numbers and demographics during the day, there are different programming objectives that need to be addressed in putting together the programmes schedule.

These vary for weekdays (Monday to Friday) and weekends (Saturday and Sunday).

Radio Channels

PBS operates three radio channels – Radju Malta (93.7MHz/999kHz), Radju Malta 2 (105.9MHz) and Magic (91.7MHz). These channels operate on the FM radio band (Radju Malta operates also on the MW) and also are live streamed.

Radju Malta combines popular music, current affairs and culture, consumer information, light entertainment and readings. The station provides a unique mix of programming which entertains and informs its thousands of listeners each day.

Radju Malta 2 presently transmits a diverse range of specialist music, ranging from classic and mainstream pop to a specialist portfolio including classical, jazz, blues, gospel rock, country and brass bands amongst others, whilst promoting local talent. This station also carries live transmissions of all parliamentary sitting together with programmes of various topics including those of social, cultural, religious, educational, environmental, economic, industrial and political affairs.

Well-known for its expertly crafted playlist, Magic is an adult contemporary station that continues to delight and entertain its listeners. Tuning in on 91.7FM, listeners can expect to find feel good music that counteracts the stressful pace of everyday life. Complementing the music, are the bulletins, serving to keep listeners up to date with the world around them.

The radio stations are in for a rejuvenation process that builds on their legacy whilst making them more appealable and engaging for today's changing audiences.

Online Media

tvm.mt is the main portal of PBS. It is the landing page to the most trusted news source, with round the clock updates of news stories, current affairs and sports. Other articles that are published on this portal include lifestyle, culture and entertainment. The portal has also a switch to an English version.

TVMi is integrated within the same portal and serves as PBS on-demand and catch-up service for all the stations including schedule and programming information.

PBS also embraces other diverse online platforms, both established and emerging, to continue to reach public in the most effective way.

PBS Facilities

Independently of the above contractual models, PBS has a number of production facilities available for leasing.

These facilities include fully-equipped studios, various Outside Broadcast Units, Portable Production Units, DSNGs, DMNGs, sound booths, a team of experienced television directors, editors and editing suites, tape transfers, live links and other post production facilities.

Should any bidders wish to consider availing themselves of these facilities for live or recorded programmes, they should indicate clearly the facilities that will be required so that these will be factored in within the overall financial evaluation of the proposal.

PBS shall select the preferred option on a commercial and capacity basis.

Use of Maltese Language

PBS strongly advocates the proper use of the Maltese language in all the locally produced content on all its media. Programmes in the Maltese language should adhere strictly to the Broadcasting Authority guidelines on the correct use of language. Programmes in the Maltese language should have Maltese speaking guests and participants. Correct use of the Maltese language should be exercised by all presenters, guests and participants. Code-switching is not acceptable. In extreme situations, where programmes in the Maltese language that contain parts with contribution in another language should have sub-titles in Maltese. Additionally programmes in the Maltese language which are made accessible to non-Maltese speaking audiences may be given preference.

Producers should state in their programme proposals the name of the expert or consultant used to advise on the proper use of Maltese language. The consultant can either be a graduate (MQF Level 5 or higher) in Maltese Language or someone who is generally accepted as a person who is well versed in the use of the Maltese Language.

Accessibility for people with special needs

Submissions should take into account the need to increase accessibility of the content to vulnerable social groups and people with special needs which may impair them from accessing the normal content.

Content which is accompanied (directly or through separate versioning) by Maltese Sign-Language, sub-titles or any other aid which increases accessibility is given preference.

New Talent

PBS is keen to encourage new talent to the audio-visual media industry in Malta. In view of this, PBS shall put at the disposal of **new talent**, airtime and production support within feasible financial parameters and shall receive proposals in this respect. PBS shall ensure that the required levels of production are achieved, and preference shall be given to talent accredited from a reputable institution. PBS may adopt specific criteria for selection of application in this respect. By **new talent** it is understood that the production team has never produced or was involved in any production on any station.

The call is open for content submissions across the audio-visual media spectrum and therefore includes the traditional television and radio channels, but it also includes other non-traditional and emerging media.

This call will separate submissions under four classifiers namely:

- Platform
- Genre
- Availability
- Funding

Even though, through this call for content PBS believes that all submissions should be content and audience centric, for the ease of introducing this concept and the new changes gradually, the Platform classifier is being presented prior to the Genre classifier. This would help introduce the concept smoothly.

Platform Classifier

Content should be classified under one of the following platform options.

- Television (primary platform)
- Radio (primary platform)
- Online (primary platform)
- Multiple Platform (please specify)
- Other (please specify)

Genre Classifier

The following is a statement of requirements for by genre where the primary platform is the television medium. When designing and producing content for all genres it is important to assess the right timeslot for consumption through the traditional linear media (both TV and radio) according to the current lifestyle trends. This may not be the case for the online media especially where content is "pulled" by the user. :

T01: DRAMA

PBS is interested in commissioning producers to coproduce sitcoms, soap operas, drama scripts, single episode dramas, mini-series and series. It is in the interests of PBS to have a diversity of productions in the Maltese language and portraying original humour to ensure the widest possible selection of material to its audiences.

PBS is only interested in scripts and dramas that feature high quality writing that will achieve commercial success whilst also elevating literature and possibly creating an influence on general culture, as well as enhancing the nature of storytelling by changing audience expectations and raising the quality bar for television. Drama of any kind should safeguard human dignity. Producers of period, medical and legal dramas must use professional consultants who between them are capable of alternative interpretations in such a way as to ensure accuracy at all times. PBS is also interested in broadcasting adaptations of Maltese or international classical literature ranging from dramatic text to literature and quality foreign drama, dubbed into the Maltese language.

The cast of contracted dramas should not consist of actors that either present, act or feature regularly on competing television stations.

T02: DISCUSSION PROGRAMMES

PBS is interested in commissioning discussion programmes / talk shows which should examine in depth the major social, political, economic, religious, health, industrial, environmental, investigative journalism or any other issues relevant to Malta, Gozo, the EU or the world.

For the avoidance of doubt, PBS through its Editor-in-Chief shall have final and total editorial control in connection with the production of the Programme (and the production of any publicity and promotional materials that PBS is entitled to produce) in accordance with the terms of the Programmes Productions Agreement. This applies to whether the programme is entirely or partly based on a discussion or a current affairs topic. Televised "radio-style" talk shows should be strictly avoided.

T03: CULTURAL / INFORMATIVE PROGRAMMES

Weekly cultural and informative programmes including documentaries and docu-dramas which should feature topics such as culture and cultural activities, history, geography, health, science, agriculture, the arts, the environment, financial literacy, digital literacy, Maltese communities living abroad, relations between Malta and the European Union and general information about Malta, Gozo and to a lesser extent regarding international affairs. There should be programmes that are also aimed at popularizing culture, cultural activities, promoting cultural accessibility and diversity of cultural whilst highlighting various art and creative programmes. Critical reviews focusing on the various aspects of culture should also form an intrinsic part of the proposed content. This should not be mainly an exercise in what is generally called high culture. PBS may provide footage of overseas cultural activities from the material that it buys from international services. Proposals of programmes that are directly related to learning outcomes targeted in formal education in Malta, in particular to all local and international literature aspects, will be given special consideration.

T04: GOZO

A weekly programme, of around 30 minutes duration, featuring Gozo, the Gozitan society, the culture, activities and the way of life on the island. Programmes should highlight news from Gozo as well as the realities of living and working in Gozo without ignoring the picture-postcard traits of the Island.

T05: DAILY DAYTIME MAGAZINE PROGRAMMES

PBS is interested in broadcasting daily magazine programmes that lend themselves well for advertorials. These programmes shall run daily from Mondays to Fridays. PBS will opt for the most commercially attractive proposition as long as its quality is consonant with the levels expected by PBS.

T06: LIFESTYLE PROGRAMMES

PBS is keen to expand the lifestyle genre on its channels. Lifestyle programmes can include home makeovers, interior design, buying and selling property, healthy living, style clinics, DIY, gardening image makeovers, motoring, fashion trends, cooking, animal welfare, child care, IT, decision making, financial literacy and capability, etc.

T07: ENTERTAINMENT PROGRAMMES & GAME SHOWS

PBS is prepared to commission entertainment programmes which may target or include the local music scene. Game Show and entertaining quiz show proposals are also highly recommended. These programmes can also include foreign content and/or sub-licensing of formats. These programmes should have a commercially solid proposal, should be interactive in nature and reflect the current technology and realities which we face.

T08: SOCIO-RELIGIOUS PROGRAMMES

A weekly spiritual/socio-religious programme that emphasizes socio-moral aspects and current issues from a Christian perspective rather than a purely doctrinal point of view. Producers have to guarantee that religious and spiritual programmes would ethically engage with the current diversity in Maltese society. Proposals which are not studio based will be given preference.

T09: SOCIO-RELIGIOUS SLOT

5 to 10 minutes weekly programme that is dedicated to the explanation of the Sunday liturgy readings. Producers have to guarantee that religious programmes would be in line with Roman Catholic doctrine.

T10: HOLY MASS

The live transmission of Holy Mass. Preference shall be given to proposals considering transmissions from different churches in Malta and Gozo.

T11: SPORTS PROGRAMMES

A variety of weekly programmes composed of features about major sporting events and minority sports. PBS may put at the disposal of the Producer all sports footage shot during the week as well as editing facilities. Sports is considered to include both traditional and emerging sports. PBS encourages also innovative sports-context or sportive content, including but not limited to sports related entertaining shows or competitive shows.

T12: PROGRAMMES FOR CHILDREN & YOUNG ADULTS

PBS is interested in commissioning programmes targeting children and young adults which should be educational, entertaining or both, while serving to promote topics such as languages, ethics, music, cultural activities, history, geography, science, financial literacy, digital literacy, sports and the arts. The formats of the proposed programmes are left to the creativity of the producers but old-style formats that do not reflect the traits of the new generations are actively discouraged. Producers are encouraged to make use of and complement content on current media which appeal to the age cohort for which their programme is targeted and to promote through such programming a sense of initiative and participation from the audience. Learning through challenges such as games, trivia and quizzes are encouraged. The PBS would like to see proposals targeting differentiated age cohorts as middle childhood (6-8 years), older childhood (9-11 years), young teens (12-14 years) and teenagers (15-17 years). Proposals could also be linked to existing initiatives created by various Public Cultural Organisations. The scope of these programmes should be innovative to cultivate student engagement and motivation, and to promote high aspirations in learning and entertainment. PBS would like also to create a balanced content between educational and entertainment content for young audiences.

T13: SEASONAL / ONE-OFF PROGRAMMES

Programmes with seasonal themes including Carnival, Lent, Good Friday, Easter, Christmas, etc, focusing primarily on the ways these seasonal festivities used to be celebrated or are being celebrated and the way forward of keeping such practices and traditions alive while ethically engaging with and reflecting current cultural diversity in Maltese society. This could be a one off programme or a series of not more than four (4) episodes.

T14: OTHER PROGRAMMES

PBS invites individuals and organisations to submit proposals which are innovative and creative and not strictly tied to the parameters set out above but which nevertheless promote the editorial and/or commercial objectives of PBS's Programmes Policy. This option should only be used when the genre of programme being submitted does not fall under any other code/category listed.

The following is a statement of requirements where the primary platform is the radio medium, it is important that programming attracting younger audiences is also considered for each genre:

R01: BREAKFAST SHOW

A breakfast show (Monday to Friday/Saturday/Sunday) mostly characterised by interviews, music and information. A sound knowledge of working within a play listed music format is a must. PBS reserves the right to provide news, sports and other slots during the programme.

R02: DAILY MID-MORNING MAGAZINE PROGRAMME

A daily mid-morning (Monday to Friday) informal educational programme consisting of a variety of information slots. The chosen producer should have a good grasp of current social, environmental and educational issues and sensitivity to the public's information needs. The producer/presenter, besides the general characteristics mentioned above must be capable to maintain correspondence/contact with both the public, government and other entities. Previous experience with such programmes is a must. Audience participation through phone-ins is to be included during this programme.

R03: DAILY READINGS OF NOVELS / RADIO SERIALS

Daily (Monday to Friday) readings of Maltese novels, translations of foreign works or radio serials dealing with the Maltese way of life in an educational and entertaining manner. Scriptwriters and/or producers can propose works originally written in Maltese or translations. It is important that proposed works have clearance of all broadcast rights. The duration would be of 30 minutes.

R04: DAILY EARLY AFTERNOON & DRIVE-TIME MUSIC SHOWS

Daily early afternoon and drive-time music shows (Monday to Friday) mostly characterised by interviews, music and information. A sound knowledge of working within a play listed music format is a must. PBS reserves the right to provide news, sports and other slots during the programme.

R05: DAILY DISCUSSION PROGRAMMES

Daily (Monday to Friday) late afternoon/early / late evening discussion programme dealing with current news issues, social, political, economic, religious, industrial, environmental, investigative journalism or cultural issues facing Malta, the EU or the world.

R06: DAILY CULTURAL ACTIVITIES SLOT

A daily slot of a minimum duration of 10 minutes dealing with news about current national cultural events.

R07: SPECIALISED MUSIC PROGRAMMES

Specialised music programmes of different genres and duration ranging from classic and mainstream pop to a specialist portfolio including classical, jazz, blues, gospel, reggae, rock, country, brass bands, local traditional music and għana.

R08: WEEKEND DISCUSSION PROGRAMMES

A weekly (Saturday/Sunday) discussion programme dealing with current news issues and various topics including those of a social, cultural, religious, educational, environmental, economic, industrial and political affairs.

R09: WEEKEND MUSIC SHOWS

Weekend music shows (Saturday/Sunday) mostly characterised by music and information. A sound knowledge of working within a play listed music format is a must.

R10: SOCIO-RELIGIOUS PROGRAMME

A weekly religious programme emphasizing socio-moral aspects and current issues emerging from a ten-minute slot explaining the Sunday Catholic readings which are discussed in a way that ethically reflects concurrent multicultural diversity in the Maltese Islands..

R11: GOZO

A weekly programme, of around 30 minutes duration, featuring Gozitan society, culture and way of life.

R12: ENTERTAINMENT & GAMES SHOWS

Proposals will be considered for entertainment and game shows, including quizzes, panel games, and other shows which may include listener participation. These shows can address genres mentioned earlier such as music and sports. The programmes should also be able to attract young audiences.

R13: SEASONAL / ONE-OFF PROGRAMMES

Programmes with seasonal themes (Carnival, Lent, Good Friday, Easter, Christmas etc.) focusing primarily on the traditional way these seasonal festivities used to be celebrated or being celebrated and the way forward of keeping local traditions alive. This could be a one off programme or a series of not more than four (4) episodes.

R14: OTHER PROGRAMMES

PBS is interested in commissioning programmes on a number of issues, such as Gozo, the relations of Malta and the European Union, the values of Maltese society, Maltese communities living abroad, programmes on heritage, archaeology, agriculture and fisheries, science, and programmes highlighting and promoting locally produced goods and services.

PBS also invites individuals and organisations to submit proposals which are innovative and creative not strictly tied to the parameters set out above but which nevertheless promote the editorial and/or commercial objectives of PBS's Programmes Policy.

This option should only be used when the genre of programme being submitted does not fall under any other code/category listed.

Availability Classifier

During the submission the bidder should determine under which of the following criteria the content that is being submitted will fall:

- Immediately available
- Ready for production (Oct 2025)
- Ready for production (beyond Sept 2026)
- Submitted for future Development
- International Project
- Other (please specify)

Programme duration vis-à-vis the programme content should be as follows:

Programme Duration	Programme Content
15 mins	12 mins
30 mins	24 mins
45 mins	36 mins
60 mins	48 mins
1hr 15 mins	60 mins
1hr 30 mins	72 mins
1hr 45 mins	84 mins
2 hrs	96 mins

Funding Classifier

The bidder should indicate the type of funding being proposed and why it is being proposed.

- PSO funding
- Partly PSO + Partly Commercial
- Commercial
- International Project
- Other Funding

Types of contractual arrangements

In seeking to acquire programming content from third parties, PBS shall consider different types of contractual arrangements. These are set out below.

Acquisition of programme content (Buy-In) - PBS shall buy the programme ready to air from the independent producers.

Joint productions (Buy-in with profits) - The independent producers can co-produce the programme with PBS.

Sale of advertising airtime (Buy-in with Sale of Advertising Minutes) - The independent producer can purchase a limited number of advertising minutes to finance the production.

PBS does not exclude any other commercial agreement which it deems makes financial sense for both parties.

Financial Aspects

Bidders are required to make a financial proposal to PBS.

Though the financial criteria will not be the sole criteria in the selection, the company will make choices on commercial, as well as legal, content and aesthetic grounds, and the company will seek to safeguard and advance its commercial interests in its selection.

Proposals are to include where applicable any or more of the following options:

1. *A fixed pre-determined cost for the company to purchase a production from the bidder. In these cases productions are to be completely free of any advertising content, product placements or any other references to commercial third parties.*
2. *A fixed pre-determined cost for the company to purchase a production from the bidder together with the extension of the right to the bidder to include in the production a quantified portion of possible advertising during transmission for third parties.*
3. *A fixed pre-determined cost for the company to enter into a co-production with the bidder. If the bidder is to use any resources owned by the company these are to be explicitly quantified such that the company may entirely cost its participation in the co-production. In these cases productions are to be completely free of any advertising content, product placements or any other references to commercial third parties.*
4. *A fixed pre-determined cost for the company to enter into a co-production with the bidder with the extension of the right to the bidder to include in the production a quantified portion of possible advertising during transmission for third parties. If the bidder is to use any resources owned by the company these are to be explicitly quantified such that the company may entirely cost its participation in the co-production.*
5. *Guaranteed pre-paid fixed payment for the company to enter into a co-production with the bidder. If the bidder is to use any resources owned by the company these are to be explicitly quantified such that the company may entirely cost its participation in the co-production.*
6. *Any other means which the tendering organisation may propose in line with the principles underlying the above and which the Board of Directors feels that it is in the interest of the company.*

The company will give importance to the most commercially advantageous proposals submitted to it.

Any advertising, whether as spots during transmission breaks, illustrations during the main content of the transmission, mentions, testimonials, product placements, gifts

and prizes, attributed or attributable set pieces, furniture, clothing and similar appearances, are to be included in the proposal including frequency, duration and media to be used.

Any public relations or advertising schedule on PBS or on other media planned by the bidder is to be included in the proposal.

Content Proposals

Those interested in submitting proposals for content within this PSI have to fill in the application form on psi.pbs.mt and apply on-line from Thursday 16th January 2025 and before noon of Friday 31st January 2025. Any queries and clarifications may be requested by submitting an email on submissions@pbs.com.mt. Only clarifications and queries submitted by email will be answered.

In submitting their proposal, bidders should include information about all the points from the following list that are applicable to the programme they are proposing. Bidders should also ensure that they respect ethical standards in representation and transmission in their proposal. Failure to include this information in the application form may negatively prejudice their proposals:

1. *The aims of the programme in the form of content points.*
2. *A detailed description of the target audience including age cohorts etc, suggested time band, number of programmes and duration of the programme. An explanation is required.*
3. *The unique selling proposition of the programme.*
 - a. *What is the selling point of the programme for the audience?*
 - b. *What is the selling point for the advertisers?*
 - c. *How can the programme be integrated with the digital and online world?*
 - d. *What innovation is the producer willing to introduce?*
 - e. *How the programme addresses one or more of the Sustainable Development Goals*
4. *A detailed running order of one typical programme and/or a script*
5. *A clear marketing plan indicating how the programme will be promoted to achieve its financial goals as well as the level of expected engagement with the audience.*
6. *Information about any research done to give a basis for the proposal and any research that will be done to give the programme a sound basis and ensure solid material.*
7. *Preferred Financial Aspects.*
 - a. *The preferred financial aspect and why it is being proposed.*
 - b. *In the case of a non-commercial buy-in, the bidder should give the reasons to sustain the claim. Such reasons should be solid enough to justify the financing.*

- c. *In all cases detailed financial costings and projections should be submitted as a collateral to the bid.*
 - d. *Commercial viability is very important, and the bidder should indicate the commercial potential of the proposed production. The financial viability and sustainability of the proposed programmes shall be given considerable weight in the decision making process.*
- 8. *A short CV of the production house, producer and presenter. **Programmes should not have presenters that present or feature regularly on competing television and radio stations.** A declaration of the talent and crew is required at both bidding and contract stages.*
- 9. *Quality Assurance – a method statement should be submitted with every proposal. This method statement should include a detailed description of how the production will plan, maintain and achieve the highest level of quality in the following aspects:*
 - a. *Content flow – right choice of topics and content for an innovative and non-repetitive approach*
 - b. *Scripting – well versed and non-dragging television scripts for all the episodes or programme days of the production*
 - c. *Visual – the correct capturing and rendition of visual images, through the use and application of industry standard equipment, including correct framing, lighting, editing and direction.*
 - d. *Aural – the correct capturing and rendition of sounds, voices and music, through the use and application of industry standard equipment and expertise.*
 - e. *Technical – the compliance to the technical standards and regulations set out by both PBS, and those emerging through other regulations and legislation.*
- 10. *Drama – A full story synopsis of the series is to be submitted with the application.*

Independent producers can bid for different programmes falling under the same or different genres but each bid should be submitted independently of any other bid, unless it can be shown that the grouping together gives editorial and financial advantages to the company.

PBS is waiving the administrative expenses and there will be no charges associated with the submission of proposals under this call.

The Process

The adjudication process is multi-stage. The first stage of the process assesses the administrative compliance of the bid as per the criteria listed below. If successful the bid moves to the second stage of the process which is the evaluation and shortlisting of the bids by the Editorial Board. This part of the adjudication process assesses the bid from the perspective of content. Shortlisted bids move to the third stage of the process and are evaluated by the Board of Directors of PBS which evaluates the bids from the perspective of commercial viability and PBS schedule fit. Once the Board of Directors decides on the list of bids to be selected, the Board will delegate the management of PBS to engage with the successful bidders to close the programmes schedule. Once such engagement takes place with all bidders the PBS Board of Directors will approve the final list of programmes as well as the final schedule of programmes. The Board of Directors may request that conditions are placed on any accepted submission.

Once the programmes schedule is finalised all bidders will be informed accordingly. The decision by the Board of Directors is final and binding.

The following criteria will be used in the evaluation process as applicable to the particular medium/platform applied for.

Stage 1 – Administrative Compliance

All criteria in this stage are to be fulfilled. If the submission fails to fulfil any of these criteria it will be eliminated. In this part of the assessment the method is a yes/no criterion.

Criteria for Stage 1

1. Submission received on time
2. All information requested in the submission has been included:
 - i. *The aims of the programme in the form of content points.*
 - ii. *A detailed description of the target audience including age cohorts etc, suggested time band, number of programmes and duration of the programme. An explanation is required.*

- iii. *The unique selling proposition of the programme.*
 - iv. *A detailed running order of one typical programme and/or a script*
 - v. *Marketing plan*
 - vi. *Financial information*
 - vii. *A short CV of the production house, producer and presenter.*
 - viii. *Quality Assurance documentation*
 - ix. *In the case of drama – A full story synopsis of the series is to be submitted with the application.*
3. Has the bidder been blacklisted from participating in such bids?
4. Signed declaration by bidder
 - i. *To abide by all PBS branding rules*
 - ii. *Guaranteeing adherence to all PBS technical standards*
 - iii. *Guaranteeing ability to follow programme delivery deadlines and to accept any penalties which may be imposed should such deadlines be missed*
 - iv. *Guaranteeing that content will be free of stereotypes especially gender, racial and age stereotypes.*
 - v. *Guaranteeing that presenters do not present or feature regularly on competing television and radio stations.*
5. Production houses need to make a compliance declaration of the equipment and technical standards being used, which have to be approved by PBS.

Stage 2 – Evaluation by Editorial Board

The second part deals with the assessment of the submission by the Editorial Board. This stage includes various sub-stages whereby the Editorial Board will assess each and every submission in a stratified approach by genre and schedule needs.

1. Pre-selection: The Editorial Board will do the first short list through a pre-selection process identifying the most potential productions according to the selection Criteria for Stage 2 based on the submitted information and documentation.
2. Pitching Session: The producer of the pre-selected programme will be required to attend a pitching session whereby the individual formally presents his production concept to the Editorial panel, highlighting its value, objectives, feasibility and potential audiences. The pitching should be assisted by audio-visual presentations.
3. Review: The Editorial Board will review the outcome from the pitching sessions for different productions and propose a reviewed list of productions to follow to Stage 3.

The criteria against which the submissions will be assessed are listed below.

Criteria for Stage 2

1. Originality and creativity: How are originality and creativity promoted in this programme. This could be related to content, presentation, technology used, audience engagement, theme and any other relevant aspect of the programme.
2. Relevance to the needs of the schedule: The producer needs to show the relevance of his or her programme to the schedule of the PBS and needs to convince the selection panel how the programme satisfies this requirement in a convincing manner.
3. Adaptability of programmes to multi-media formats: The producer needs to demonstrate whether and how the proposed programme can be adapted to different multi-media formats and transmitted on the different platforms available to PBS.

4. Interactive features: The programme should have interactive features which will allow its audience to interact with the production.
5. Sustainable Development Goals: The producer needs to show how one or more of the 17 sustainable development goals are being supported through the production. The definition of support is being interpreted in as wide a manner as possible and therefore the producer can show support through multiple and various aspects of the production itself as well as the processes that are used to create the production. Points are scored for each goal supported.
6. Length of programme: The producer needs to demonstrate that the programme length is appropriate for the type of programme being proposed. Additional points are awarded to programmes which fit into the time slots made available by PBS especially the two bands (prime time and seconda serata) of the evening schedule. Shorter programmes tend to be preferred over longer ones.
7. Introduction of new talent: The use of new talent both on the production side as well as in the actual programme is encouraged and expected. Producers who are able to introduce new talent in their bids will receive additional points in the scoring.
8. Quality of new talent: Besides the introduction of new talent, the quality and investment made in and by the new talent is also being evaluated. Producers will score additional points when the new talent introduced has qualifications which are accredited by reputable institutions.
9. Use of Maltese language: Bids proposing programmes using the Maltese language and at the same time making them accessible to non-Maltese speaking audiences together with the skilful use of the Maltese language in the scripts will be awarded additional points.
10. Research: The producer needs to demonstrate a level of research carried out both for the submitted proposal as well as for the development of the programme content to have a sound basis and ensure solid material.

11. Research: The producer needs to demonstrate a level of research carried out both for the submitted proposal as well as for the development of the programme content to have a sound basis and ensure solid material.
12. Level of quality assurance documentation: The bidder needs to submit a number of quality documents with the proposal which should include a method statement with a detailed description of how the production will plan, maintain and achieve the highest level of quality in the following aspects:
 - a. *Content flow: right choice of topics and content for an innovative and non-repetitive approach.*
 - b. *Scripting: well versed and non-dragging television scripts for all the episodes or programme days of the production.*
 - c. *Visual: the correct capturing and rendition of visual images, through the use and application of industry standard equipment, including correct framing, lighting, editing and direction.*
 - d. *Aural: the correct capturing and rendition of sounds, voices and music, through the use and application of industry standard equipment and expertise.*
 - e. *Technical: the compliance to the technical standards and regulations set out by both PBS, and those emerging through other regulations and legislation.*
 - f. *Ethics: the adherence to the ethical standards/representation and transmission of broadcasting and the PBS.*
13. Compliance: PBS will carry out compliance tests and audits to studios and live circuits and points will be assigned according to performance on these tests.

Stage 3 – Evaluation by Board of Directors

The third part deals with the assessment of the submission by the Board of Directors of PBS. The criteria against which the submissions will be assessed are listed below.

Criteria for Stage 3

The second part deals with the assessment of the submission and the criteria are listed below. Bids will be assessed against these criteria and evaluated accordingly.

1. The financial feasibility of the programme: The producer is to provide a clear financial analysis of the programme showing its feasibility and sustainability for the duration of its transmission. Programmes are expected to be commercially viable and as a minimum to break even. Additional points are scored depending on the level of profitability of the programme.
2. Marketing plan: The quality of the marketing plan and its ability to be implemented to achieve both the marketing as well as the financial targets set.
3. Unique selling proposition of the programme: The bidder needs to clearly demonstrate what are the selling points of the programme being proposed which will make the audience switch to this programme and get the advertisers to want to be part of the programme. The use of the digital platforms and the introduction of innovation are strongly encouraged.
4. Internationalisation: Programmes that have the potential to penetrate the international market and are supported by a strong internationalisation plan will be awarded additional points.

Additional Notes

The following additional criteria are being highlighted for the attention of the bidders:

1. Public service content: In the case of PSO obligation programming the criteria listed above will still apply for selection but points will be awarded in an inverse manner i.e. productions with public service content that meet the above criteria but require less funding from a PSO point of view will be awarded additional points.

2. Priority programmes: PBS shall identify priority areas for which it seeks to have programmes allocated. For this call the priority areas identified by PBS across all the platforms (i.e. television, radio, online and new media) are:
 - i. *Drama particularly sitcoms and original humour*
 - ii. *Entertainment Programmes, Game Shows & Interactive Quiz Shows*
 - iii. *Programmes for Children and Young Adults*
 - iv. *Programmes engaging the non-Maltese speaking population*
 - v. *Documentaries*

Shortlisted submissions

1. Producers of shortlisted submissions may be asked to present a demo or pilot programme which must be handed in to the company within a predetermined date and time. Demos or pilot programmes must be delivered on a pen drive.
2. Producers of shortlisted programmes may be asked to pitch their content ideas to the Editorial Board.

PBS reserves the right

Independently of this Programme Statement of Intent PBS reserves the right to ask for tenders for ad hoc programmes or series of programmes if in the opinion of the Board of Directors the need arises during the year. PBS also reserves the right to produce and or organise itself or to commission individuals or organisations to produce individual or series of programmes if any of the programme submissions are not of the required standard or if in the opinion of the Board of Directors this would be for the benefit of the company. The Board of Directors in conjunction with the Editorial Board can take such a decision if there exists clear and valid reasons. These may also include exceptional circumstances especially those involving particular urgency and particular commercial exigencies.

When in the opinion of the Board of Directors after the advice of the Editorial Board a particular programme has not reached the level that was promised in the proposal submitted the Board can decide to stop its transmission in line with contractual obligations. It is understood that the producer would have received warnings that the

programme was not of the required standard and would have been given time to ameliorate the situation. In such cases the Board can consider other previously submitted proposals or issue a new call or directly commission a substitute series or programme. The Board of Directors can also decide to refrain from broadcasting a pre-recorded programme if it fails to reach the required standards. In that eventuality PBS will not be liable to pay for the programme.

If the submissions in any programme area are considered by PBS not to have reached the required standard, then PBS has the right to take the measures it deems necessary to safeguard the public's right to be provided with such programme genres at the level that is expected from a public service broadcaster.

Whereas PBS shall treat the proposals submitted with the strictest confidentiality, PBS shall in no way be liable or assume any responsibility in the eventuality that a programme bearing a similar name or having the same programme idea or characters, is produced or allegedly to be produced, by any other person other than the one submitting the proposal, and any such eventuality shall be deemed to be purely coincidental, and the person submitting the proposal declares that she/he shall have no right of action and will hold harmless any action against PBS taken by third parties in this regard.

Duration of the Adjudication Process

It is estimated that the adjudication process will be concluded by end of May 2025, by when all submissions will have received acknowledgements. However, PBS reserves the right to extend this process in the eventuality of unforeseen circumstances.

SCHEDULE 1 – COMMISSIONING SPECIFICATIONS

Production	
Type	
Genre	
Producer	
Address	
VAT Reg. No.	
Contact Name	
Contact Number	
Contact Email	
Other Info	

Production Transmission Detail			
Season			
Media	TV / Stream / VOD		
	Channel	Day	Time
1st Run			
Content Duration			
No of Episodes			
Missed Episodes			
Other Info			

Financial Detail	
Payment Part A	
Payment Part B	
Other	
Data Protection Control	

PROGRAMME PRODUCTION AGREEMENT 2025-2026

ANNEXES DECLARATION

I hereby confirm that I have read and accept all the conditions and specifications which are detailed in the attached Annexes which form an integral part of the Programme Production Agreement for the Schedule 2025 – 2026.

Annexes

'A'	-	General Terms and Conditions
'B'	-	Broadcasting Guidelines
'C'	-	Media Delivery Specifications Sheet
'D'	-	Digital Media Protocol
'E'	-	Schedule of Penalties
'F'	-	Product Placement
'G'	-	GDPR Consent Form
'H'	-	Minor Release Consent Form
'J'	-	Archival Footage Request Form
'K'	-	Producer's Declaration
'L'	-	Guest List Form
'N'	-	Advertising Terms
'O'	-	Competition Guidelines
'P'	-	Branding Guidelines

Producer's Signature

ID Card No: _____

THE PROGRAMME PRODUCTION AGREEMENT 2024-2025
TOGETHER WITH THE CORRESPONDING ANNEXES
IS BEING ATTACHED IN THE FOLLOWING PAGES
FOR REFERENCE PURPOSES
DURING COMPLETION AND SUBMISSION OF THIS PSI

ANNEX A

GENERAL TERMS AND CONDITIONS

1. Production

GENERAL

1. **The Producer** shall produce and deliver **the Programme** as agreed upon in the Programme Production Agreement, of which these General Terms and Conditions form an integral part thereof, and in conformity with the Commissioning Specification (Schedule 1), the 'PBS Broadcasting Guidelines [marked as Annex 'B'], the 'Technical Standards and Format for Television Programmes, Programme Promotions, Adverts and Pop-ups [marked as Annex 'C'], the 'TVM Digital Media Protocol' [marked as Annex 'D']. The 'Schedule of Penalties' [marked as Annex 'E'], the 'Product Placement Form' [marked as Annex 'F'], the GDPR Consent Form [marked as Annex 'G'], the Minor Release Consent Form [marked as Annex H], the Archival Footage Request Form [marked as Annex J], the Producer's Declaration [marked as Annex K], the Guest List Form [marked as Annex L], and the Advertising Terms [marked as Annex N], and in doing so the Producer shall ensure that the Programme is technically, visually and aurally of first-class editorial and technical quality and suitable, fit and ready for broadcasting. For the avoidance of doubt, PBS will give reasonable consideration (taking into account any scheduling or financial requirements that PBS may have in relation to the Programme delivery) to any timely and reasonable request by the Producer to agree a change to the Delivery Date.
2. In making the Programme the Producer shall:
 - 2.1. Comply with the terms, conditions, guidelines and standards indicated in Clause 1.1 above;
 - 2.2. Comply with all applicable broadcasting legislation including but not limited to the Broadcasting Act and its subsidiary legislation and all other relevant legislation relating to child protection, disability discrimination, data protection, health safety and fire safety, anti-bribery, construction design and management regulations and all regulations and orders made under such legislation and in so doing shall nominate a person or persons competent to give appropriate safety advice during production of the Programme and shall produce the Programme safely having due regard to such advice. Where reasonably required, PBS shall be entitled to be provided with evidence of the Producer's compliance herewith;

- 2.3. Disburse PBS of any Broadcasting Authority fines imposed on PBS in relation to the Programme in cases where the fine is imposed as a result of a breach of broadcasting legislation by the Producer.
 - 2.4. Secure the approval of the Editor-in-Chief, or any other person delegated by PBS in this regard to any treatment or script for the Programme before production commences;
3. The Producer agrees, that unless otherwise agreed to in writing with PBS, the first episode of the Programme is to be delivered to PBS by not later than two calendar months prior to the first transmission of the Programme. PBS may at its discretion extend this deadline.
4. The producer agrees that PBS may, at its own discretion, reduce the number of programmes which the Producer was originally asked and bound to produce and deliver to PBS as per this agreement due to scheduling constraints such as, but not limited to, any live events that were not prescheduled. The Producer agrees that should this be the case, the number of contracted programmes as per this agreement will be reduced and PBS will not be liable for the payment of any compensation to the Producer and is not bound in any way to provide alternative airtime or to acquire any programme episodes which are not needed by PBS due to the application and reason contained in this clause.
5. The Producer shall be entitled to use PBS libraries and Archived material only upon written request and upon being duly authorised in writing by PBS as per Annex J. Such clause shall only be applicable with regards to obtaining a digital copy of the original medium [the original medium shall under no circumstances leave PBS premises]. The consent to use such material does not give any ownership right to the producer, and such consent shall only apply for the scope of use as specifically authorised in writing. Suitable credit for the source should be given within the Programme.
6. PBS shall be entitled at times reasonably convenient to the Producer to have access to any set or location during the course of production of the Programme for the purposes of producing publicity and promotional materials (including publicity stills, poster shots and trails) relating to the Programme.
7. The Producer shall not without PBS's written consent (such consent not to be unreasonably withheld or delayed) grant to any completion guarantor or any third party any security interest in or mortgage, charge or other encumbrance over or affecting any rights in the Programme which are granted to PBS under this Agreement and, having secured PBS's consent, the Producer shall procure that any such third party with a

security interest in or mortgage, charge or other encumbrance over the Programme shall deliver to PBS a non-disturbance letter in a form satisfactory to PBS stating that such secured party shall take no action to diminish, alter, impair or otherwise affect the free use and enjoyment by PBS of all the rights granted to it.

Children and Young People

8. In relation to safeguarding children and young people, the Producer confirms that:
 - 8.1. It has, or will have put in place before commencement of pre-production, specific processes within its organisation in order to safeguard the rights of children and young people in the context of producing the Programme for PBS;
 - 8.2. it will make the appropriate and permitted pre-employment checks on any of its personnel who are due to be carrying out as part of their normal duties or for intense periods any teaching, training or instruction, care or supervision of any children involved on the Programme, and provide evidence or confirmation of those checks to PBS if requested;
 - 8.3. it will notify PBS as soon as possible (which shall be considered as being within 48 hours of a senior member of the production team being informed) about any allegation or complaint relating to the protection of children and young people in relation to the Programme or the Programme personnel, and will keep PBS informed of the progress of any investigation (of any nature) into such allegations or complaint, and whilst the Producer remains fully responsible for dealing with the issue in the appropriate manner, it shall enable PBS to input into those investigations.
9. The Producer acknowledges that PBS does not tolerate any form of bullying and/or harassment and is committed to providing a workplace in which the dignity of individuals is respected. It expects its suppliers to have the same attitude and to have in place a company policy addressing the subject of bullying and harassment, which will be made available to PBS on request. It is acknowledged that any grievances of this nature which are successfully pursued by an individual working for the Producer and made public are likely to damage PBS's reputation and accordingly could lead to a breach of the Producer's contractual warranties.

Data Protection

10. For the purposes of this Agreement, the terms "processing", "Personal Data", "controller", "data subject", "processor", "personal data breach", "supervisory authority" and "joint controller" shall bear the same meanings as set out in the Data Protection Act (Chapter 586 of the Laws of Malta) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of

such data.

The Producer as controller:

11. Unless otherwise specified in the Commissioning Specification (Schedule 1), the Producer will be the controller of any Personal Data processed for the purpose of the commissioning and production of the Programme (“the Programme Personal Data”).
12. When acting as the controller the Producer undertakes to comply with its obligations under Data Protection Legislation indicated in clause 1.10 above.

PBS and the Producer as joint controllers

13. Where specified in the Commissioning Specification (Schedule 1) the Producer and PBS will be joint controllers of the Programme Personal Data, and PBS and the Producer shall comply with all Data Protection Legislation applicable to controllers, shall process such Programme Personal Data in accordance with its privacy policy, and shall not process such Programme Personal Data for any other purpose or in any other manner except to the extent set forth in this clause and as otherwise may be required by the Data Protection Legislation.
14. PBS and the Producer shall each co-operate acting reasonably with the other and provide assistance (each at their own incurred reasonable costs), to the extent required under the Data Protection legislation and subject to the individual's rights for the purpose of ensuring that the processing of the Programme Personal Data meets the following obligations:
 - 14.1. with all Data Protection Legislation, including in relation to transfers of data to third countries;
 - 14.2. shall not be processed for a purpose beyond those purposes set out in the Commissioning Specification (Schedule 1) without the prior specific written authorization of the other party which will not be unreasonably withheld;
 - 14.3. shall limit its processing of the Programme Personal Data to that necessary for their respective purposes;
 - 14.4. shall as soon as reasonably practicable notify the other of a personal data breach affecting such Programme Personal Data which might be reportable to the Data Protection Commissioner and shall provide reasonable assistance to and cooperate with the other in relation to such personal data breach.
15. PBS and the Producer shall, and shall ensure that its employees, sub-contractors and/or agents, comply with the obligations set out in 1.16

below and shall take reasonable steps to ensure the reliability of any individuals or entities who have access to the Programme Personal Data and ensure that such persons are aware of the obligations under this Agreement, in particular with respect to security, integrity and applicable confidentiality of the Programme Personal Data and to protect the rights of data subjects.

16. PBS and the Producer shall process the Programme Personal Data securely, taking into account the nature, scope, context and purposes of processing, and shall implement appropriate technical and organisational security measures to protect the Programme Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Programme Personal Data transmitted, stored or otherwise processed, including by assessing that the level of security used is appropriate to the risk of processing the Programme Personal Data to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
17. PBS and the Producer shall promptly provide, at their own reasonable cost, such necessary and reasonable assistance and co-operation to the other and to any supervisory authority, in connection with:
 - 17.1. any investigations, audits or enquiries made by a supervisory authority in relation to the processing of Programme Personal Data pursuant to this Agreement;
 - 17.2. responding to a request, query or complaint from a data subject in relation to their Programme Personal Data;
 - 17.3. each's ability to comply with any other obligation as imposed on it by the Data Protection Legislation; and
18. PBS and the Producer shall notify the other as soon as reasonably practicable after it becomes aware of an actual personal data breach affecting the Programme Personal Data and, in any event, within forty-eight (48) hours of identification to enable each party to comply with its obligation to notify the supervisory authority if required.
19. In the event of a personal data breach in respect of Programme Personal Data PBS and the Producer agree to:
 - 19.1. not make any public announcements relating to that personal data breach that may adversely affect the other and to work together to jointly address any communication strategy in relation to the personal data breach;
 - 19.2. take all reasonable and appropriate corrective action;

- 19.3. work together in a timely and cooperative manner, taking into account the requirements of the Data Protection Legislation to determine whether to provide notice to data subjects whose Personal Data may have been affected by such personal data breach, taking into consideration whether or not such notice is required by Data Protection Legislation or guidance;
- 19.4. Co-operate with the other in relation to any required data breach notification to a supervisory authority.

Winners of Contests and Festivals

20. The Producer agrees that unless otherwise agreed to in writing by PBS, in case a programme contains any contest or festival which forms an integral part of the Programme and which results in a winner or winners, the Producer must ensure that all participants are contracted in such a manner as to ensure that the winning contestant will be contractually bound to be managed by PBS or its representative for a period of one year following the announcement of the winning contestant.

Sponsor Tags

21. The Producer is entitled to broadcast Sponsor Tags. Each tag must not exceed the duration of five (5) seconds and the total number of tags must not exceed the duration of one (1) minute per Programme.

Product Placement

22. The Producer must ensure that Product Placement is included only in terms of what is allowed by Broadcasting Legislation. In any case, where the Producer wishes to include Product Placement, prior approval is to be obtained from PBS by filling out the form found in Annex F of the Agreement. All Product Placement inclusions will be charged for at PBS rate card.

Other Media

23. Any other media channel or media outlet (radio, tv, portal, social media page or any other kind of media) other than those owned or operated by PBS, cannot be included as either part of the sponsor tag or the credits, nor in any part of the Programme or advert breaks.

2. Finance

Buy-in

- 2.1. Subject to the provisions of this Agreement and to the Producer complying with its obligations under it, PBS shall pay the Programme Fee to the Producer as stipulated in the Commissioning Specification (Schedule 1).
- 2.2. Payments due by PBS are subject to the following:
 - 2.2.1. All deliverables indicated in this Agreement together with completed PRS Forms and submissions of metadata for archiving purposes have been provided by the Producer;
 - 2.2.2. The Commissioning Specification has been fully complied with and the Programme has been accepted by PBS by means of writing confirming conformity with above mentioned Commissioning Specification.

Buy-in with profits

- 2.3. Subject to the provisions of this Agreement and to the Producer complying with its obligations under it, PBS and the Producer shall appropriate the agreed percentage of profit or bear the agreed percentage of loss as stipulated in the Commissioning Specification (Schedule 1).
- 2.4. The appropriation of profits is subject to:
 - 2.4.1. All deliverables indicated in this Agreement together with completed PRS Forms and submissions of metadata for archiving purposes have been provided by the Producer;
 - 2.4.2. The Commissioning Specification has been fully complied with and the programme has been accepted by PBS by means of writing confirming conformity with above mentioned Commissioning Specification.

Buy-in with Sale of Advertising Minutes

- 2.5. Subject to the provisions of this Agreement and to the Producer complying with its obligations under it, the Producer will be entitled to the agreed number of advertising minutes and/or commercial opportunities as stipulated in the Commissioning Specification (Schedule 1), subject to:

- 2.5.1. The sale of advertising minutes does not equate to the sale of any airtime, except that of the bulk allocation of the said number of minutes for the commercialisation of the same minutes by the producer and should not be understood or interpreted as otherwise.
- 2.5.2. The airtime remains the property of PBS in its entirety.
- 2.5.3. The advertising shall comply with all the general terms and conditions issued by PBS and the Advertising Terms described in (Annex N).
- 2.5.4. Any advertising minutes shall be utilised solely within the specified time of programming.
- 2.5.5. All sales of advertising minutes shall be bound by the approved rate card issued by PBS.
- 2.6. For the benefit of any doubt, any type of gain, commercial activity or monetisation opportunity, on whichever medium and in whichever form, whether resulting in financial transactions or any other tangible or intangible benefit shall be vested to PBS unless otherwise specifically described in the Commissioning Specification(Schedule 1).

Insurance

- 2.7. The Producer shall promptly arrange and maintain insurance against:
 - 2.7.1. all risks normally insured against in accordance with the customary practice of prudent film and television producers; and
 - 2.7.2. any additional risks as may be reasonably required by PBS to protect its legitimate interests in connection with the Programme.
- 2.8. The Producer shall maintain the Insurances (paying any premiums payable by the Producer when due) and shall ensure that PBS is named as an insured person to the extent required to protect PBS's interests under this Agreement. The Producer shall comply with all the conditions and warranties in the policies and shall not do or permit to be done anything which might result in any of the Insurances lapsing or becoming void or voidable.
- 2.9. If anything happens which might give rise to a claim under any of the Insurances, the Producer shall forthwith inform PBS and shall consult with PBS about the making and settling of any claim insofar as relevant to PBS's interests under this Agreement.
- 2.10. The Producer shall produce to PBS on demand copies of the Insurances

and receipts for premiums required to be paid in relation to such policies.

3. Editorial Process

- 3.1. The Producer shall at all times adhere to the PBS Broadcasting Guidelines (Annex B);
- 3.2. A PBS appointed representative shall at any time be entitled to view and inspect all rushes and cut sequences of the Programme and any sound recording or soundtrack and to be present at principal production meetings and at any location or studio where the Programme is being made. The Producer shall take full account of all reasonable comments and representations made by PBS and, provided that PBS shall have given due regard to any representations made by the Producer, the Producer shall comply with any requests for retakes, re-edits or additional material to be included in the Programme.
- 3.3. Where any request made by PBS under General Terms to ensure compliance with the Commissioning Specification, any and all cost relating thereto shall be the Producer's responsibility.
- 3.4. PBS may ask the Producer, who shall give effect to all changes reasonably required by PBS when editing the Programme, provided that such changes are required in order to:
 - 3.4.1. meet PBS's broadcasting standards from time to time in force;
 - 3.4.2. meet any PBS editorial direction as communicated;
 - 3.4.3. comply with the provisions of this Agreement including the Commissioning Specification;
 - 3.4.4. comply with PBS's necessary scheduling exigencies;
 - 3.4.5. conform with any obligations imposed by law or with legal advice received by PBS;
- 3.5. Notwithstanding the provisions of this Agreement and for the avoidance of doubt, the Producer agrees that PBS shall have final editorial control in connection with the production of the Programme (and the production of any publicity and promotional materials that PBS is entitled to produce) in accordance with the terms of this Agreement.

News and Current Affairs

- 3.6. Producers of news and current affairs programmes & content are subject

to editorial control by the Editor-in-Chief and the PBS Editorial Board.

- 3.7. Sport news and sport current topics are considered as news and current affairs respectively.
- 3.8. Any other programme or part-of, including digital media content, that is not normally considered as news or current affairs, or does not generally fall under the general classification of current affairs but will deal in some way or another with a current affair topic, or mention or include the participation of a guest associated with current affairs topics shall be considered under the same conditions and obligations of current affairs programmes.
- 3.9. The obligations of producers of news and current affairs programmes are indicated in detail in the PBS Broadcasting Guidelines (Annex B). Non-adherence with these guidelines may result in the summary termination of this Agreement.
- 3.10. The Producer agrees to obtain pre-approval within a reasonable time from the Editor-in-Chief:
 - 3.10.1. Topics and subjects to be discussed during every episode of the Programme
 - 3.10.2. Guests attending or being interviewed (live or recorded during the programme [Annex L- Guest List Form]).
 - 3.10.3. Any matter which is reasonably important and which may have a negative impact on the Programme.
- 3.11. The reputation for impartiality of PBS is upheld through parallel binaries that are interdependent and interrelated:
 - 3.11.1. The content of the news broadcast;
 - 3.11.2. The activities or behaviour of news and current affairs programme presenters.
- 3.12. It is consequently important that those associated with news and current affairs do not engage in off-air activities or social media posts that can lead to any doubt about their objectivity on-air and to what is transmitted. One's activities off-air may bring about a conflict of interest, especially where one's external activities may be perceived to affect PBS's reputation for independence, impartiality as well as image. In general, news and current affairs programme presenters are not to undertake promotions or endorsements of political parties or individual candidatures or political organisations as well as endorse commercial products. The

degree to which external activities are prohibited or limited depends on the nature of both the individual's role with PBS as well as the nature of his/her external activity. Presenters are obliged to inform the Editor-in-Chief in writing about any upcoming engagement to present external events or invitations to participate in tv, radio and/or online broadcasts.

4. Credits and Copyright

- 4.1. PBS shall be entitled to approve all credits prior to their incorporation in PBS version of the Programme including without limitation a production credit in accordance with PBS Guidelines, provided that the form, size and position of such credits and logo shall be approved by PBS in advance of such incorporation and to this intent, the Producer shall provide PBS as soon as practicable after commencement of production with a list of all proposed credits indicating their size and position in relation to the Programme.
- 4.2. The Producer shall include on every mastered version of the Programme a copyright notice (tailend billboard) in the form described in the Commissioning Specification.

5. Delivery

- 5.1. The Programme shall not be treated as complete and delivered unless Digital Delivery has been accepted by PBS.
- 5.2. Upon request by PBS, the Producer shall deliver the publicity stills and promotions as set out in the Commissioning Specification.
- 5.3. Without prejudice to the generality of these General Terms, the Producer confirms and undertakes that the Programme and all materials supplied to PBS for publication including any promotional purposes in connection with the Programme, such as but not limited to material for online listings and audience navigation applications, (whether such material is delivered pursuant to the terms of this Agreement or pursuant to an additional or subsequent agreement with PBS or its authorised representative or agent) have been created, obtained, and produced in compliance with:
 - 5.3.1. PBS Broadcasting Guidelines (Annex B); and
 - 5.3.2. the provisions of all relevant underlying agreements, and
 - 5.3.3. cleared in accordance with the relevant terms of the Agreement (or by subsequent agreement between the parties, where applicable).
- 5.4. Since Delivery is on digital format, the Producer shall retain a copy of the

Programme on either tape or digital file during the Licence Period in the event that the Producer may be required to supply the Programme to PBS again (for technical reasons prior to transmission or otherwise).

6. Rights granted to PBS

6.1. Buy-in

6.1.1. The Producer hereby grants to PBS the irrevocable and royalty-free broadcast rights including unlimited repeats and re-runs on PBS owned media.

6.1.2. For the avoidance of doubt,

6.1.2.1. PBS shall not be deemed to be in breach of this Agreement if any broadcast or transmission of the Programme is capable of being received outside of Malta provided the broadcast or transmission was intended for reception within Malta.

6.1.2.2. PBS is acquiring the exclusive Simultaneous Relay Rights with the ability to transmit the programme by any technical means to foreign communities.

6.1.3. PBS shall be entitled to make all such use of the Publicity Stills and Promotions delivered to PBS as part of the Delivery Items as required for the purposes of exercising any of the rights granted to PBS under this Agreement.

6.1.4. The Producer hereby sells and PBS purchases each of the Delivery Items.

6.1.5. The Producer hereby grants to PBS an exclusive, royalty-free, irrevocable licence to use the Programme Trademarks (including as part of a domain name) and to grant sub-licences to third parties to do the same for the purposes of exercising any of the rights granted to PBS under this Agreement.

6.1.6. The Producer hereby undertakes that whilst PBS has a subsisting re-commissioning right in the Programme it shall not, nor authorise any other party, to do any of the following in Malta without PBS's prior written consent:

6.1.6.1. produce any other television programme based on the Programme (or element thereof) or the Format (or element thereof) (including for example "the making of...") provided that consent shall not be unreasonably withheld in relation to such material intended for video/dvd only release; or

- 6.1.6.2. create or exploit any on-line version of the Programme (or element thereof) or Format (or element thereof); or
 - 6.1.6.3. make any use of any material based on the Programme (or element thereof) or Format (or element thereof) or the Characters for the purposes of any television advertising activities or product endorsement on any media.
- 6.1.7. The producer hereby agrees that for Programmes commissioned as per virtue of this Agreement, PBS is also acquiring exclusive New Media Rights:
 - 6.1.7.1. The exclusive right to stream linearly a continuous stream of data both on PBS owned media and/or or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels). Such stream may occur by wire or wireless means including but not limited to the internet (which for the avoidance of any doubt may include a live stream of part of the programme);
 - 6.1.7.2. PBS enjoys the exclusive primary video-on-demand rights over the Programme.
 - 6.1.7.3. PBS enjoys the exclusive video-on-demand rights over the Programme. PBS has the right to include the programme or part-of in any PBS owned video-on-demand platform and/or or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels) including any exploitation of such use.
 - 6.1.7.4. PBS enjoys exclusive Commercial Download Rights, Commercial Website rights and Promotional Online rights and any other exercise of Commercial New Media Rights.

2. Buy in with profits

- 2.1. The Producer hereby grants to PBS the irrevocable and royalty-free broadcast rights including unlimited repeats and re-runs on PBS owned media.
- 2.2. For the avoidance of doubt,
 - 2.2.1. PBS shall not be deemed to be in breach of this Agreement if any broadcast or transmission of the Programme is capable of being received outside of Malta provided the broadcast or transmission was intended for reception within Malta

- 2.2.2. PBS is acquiring the exclusive Simultaneous Relay Rights with the ability to transmit the programme by any technical means to foreign communities.
- 2.3. PBS shall be entitled to make all such use of the Publicity Stills and Promotions delivered to PBS as part of the Delivery Items as required for the purposes of exercising any of the rights granted to PBS under this Agreement.
- 2.4. The Producer hereby sells and PBS purchases each of the Delivery Items.
- 2.5. The Producer hereby grants to PBS an exclusive, royalty-free, irrevocable licence to use the Programme Trademarks (including as part of a domain name) and to grant sublicences to third parties to do the same for the purposes of exercising any of the rights granted to PBS under this Agreement.
- 2.6. The Producer hereby undertakes that whilst PBS has a subsisting re-commissioning right in the Programme it shall not, nor authorise any other party, to do any of the following in Malta without PBS's prior written consent:
 - 2.6.1. produce any other television programme based on the Programme (or element thereof) or the Format (or element thereof) (including for example "the making of...") provided that consent shall not be unreasonably withheld in relation to such material intended for video/dvd only release; or
 - 2.6.2. create or exploit any on-line version of the Programme (or element thereof) or Format (or element thereof); or
 - 2.6.3. make any use of any material based on the Programme (or element thereof) or Format (or element thereof) or the Characters for the purposes of any television advertising activities or product endorsement on any media.
- 2.7. The producer hereby agrees that for Programmes commissioned as per virtue of this Agreement, PBS is also acquiring exclusive New Media Rights:
 - 2.7.1. the exclusive right to stream linearly a continuous stream of data both on PBS owned media and/or or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels). Such stream may occur by wire or wireless means including but not limited to the internet (which for the avoidance of any doubt may include a live

stream of part of the programme);

- 2.7.2. PBS enjoys the exclusive primary video-on-demand rights over the Programme.
- 2.7.3. PBS enjoys the exclusive video-on-demand rights over the Programme. PBS has the right to include the programme or part-of in any PBS owned video-on-demand platform and/or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels) including any exploitation of such use.
- 2.7.4. PBS enjoys exclusive Commercial Download Rights, Commercial Website rights and Promotional Online rights and any other exercise of Commercial New Media Rights.

3. Buy in with sale of advertising minutes

- 3.1. The Producer hereby grants to PBS the irrevocable and royalty-free broadcast rights including unlimited repeats and re-runs on PBS owned media.
- 3.2. For the avoidance of doubt,
 - 3.2.1. PBS shall not be deemed to be in breach of this Agreement if any broadcast or transmission of the Programme is capable of being received outside of Malta provided the broadcast or transmission was intended for reception within Malta
 - 3.2.2. PBS is acquiring the exclusive Simultaneous Relay Rights with the ability to transmit the programme by any technical means to foreign communities.
- 3.3. PBS shall be entitled to make all such use of the Publicity Stills and Promotions delivered to PBS as part of the Delivery Items as required for the purposes of exercising any of the rights granted to PBS under this Agreement.
- 3.4. The Producer hereby sells and PBS purchases each of the Delivery Items.
- 3.5. The Producer hereby grants to PBS an exclusive, royalty-free, irrevocable licence to use the Programme Trademarks (including as part of a domain name) and to grant sublicences to third parties to do the same for the purposes of exercising any of the rights granted to PBS under this Agreement.

- 3.6. The Producer hereby undertakes that whilst PBS has a subsisting re-commissioning right in the Programme it shall not, nor authorise any other party, to do any of the following in Malta without PBS's prior written consent:
- 3.6.1. produce any other television programme based on the Programme (or element thereof) or the Format (or element thereof) (including for example "the making of...") provided that consent shall not be unreasonably withheld in relation to such material intended for video/dvd only release; or
 - 3.6.2. create or exploit any on-line version of the Programme (or element thereof) or Format (or element thereof); or
 - 3.6.3. make any use of any material based on the Programme (or element thereof) or Format (or element thereof) or the Characters for the purposes of any television advertising activities or product endorsement on any media.
- 3.7. The producer hereby agrees that for Programmes commissioned as per virtue of this Agreement, PBS is also acquiring exclusive New Media Rights:
- 3.7.1. the exclusive right to stream linearly a continuous stream of data both on PBS owned media and/or or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels). Such stream may occur by wire or wireless means including but not limited to the internet (which for the avoidance of any doubt may include a livestream of part of the programme);
 - 3.7.2. PBS enjoys the exclusive primary video-on-demand rights over the Programme.
 - 3.7.3. PBS enjoys the exclusive video-on-demand rights over the Programme. PBS has the right to include the programme or part-of in any PBS owned video-on-demand platform and/or or third-part operated media branded as a PBS operated outlet (such as but not limited to social media channels) including any exploitation of such use.
 - 3.7.4. PBS enjoys exclusive Commercial Download Rights, Commercial Website rights and Promotional Online rights and any other exercise of Commercial New Media Rights.

7. Warranties and Indemnities

Producer Warranties

- 7.1. The individual executing this Agreement on behalf of the Producer has been fully empowered and authorised by the Producer to execute this Agreement;
- 7.2. Except to the extent that such rights are or become vested in PBS:
 - 7.2.1. the Producer has or will by the Delivery Date have acquired and shall retain all rights necessary to enable the Producer to grant all the rights acquired by PBS under this Agreement; and
 - 7.2.2. the Producer has or will by the Delivery Date have acquired all such rights in the Underlying Material, in the Programme Trade Marks, in the Publicity Stills and in the products of the services of Performers and other persons supplying rights, services and facilities in respect of the Programme to enable PBS to fully exercise all rights granted to it under this Agreement without any restriction whatsoever and without the obligation to make any further payment except in respect of.
- 7.3. Nothing in the Programme will:
 - 7.3.1. contain material or information that is defamatory or otherwise unlawful or that may threaten, harass, disrupt or otherwise violate the legal rights (including rights of privacy and publicity) of third parties;
 - 7.3.2. infringe the personal proprietary rights (including intellectual property rights) of any third party anywhere in the world; or
 - 7.3.3. promote illegal or unlawful activities;
 - 7.3.4. nothing in the Programme will contain material that is obscene, pornographic or indecent;
- 7.4. To the best of the Producer's knowledge and belief after all due and diligent enquiry, there are no claims or proceedings pending or threatened which might adversely affect the production or delivery of the Programme or the rights granted to PBS hereunder;
- 7.5. In carrying out its obligations under this Agreement the Producer shall comply with all applicable laws, regulations and codes of practice;

Producer's Indemnity

- 7.6. The Producer shall indemnify and keep indemnified PBS against all actions, claims, costs (including reasonable legal costs and settlement costs and payments made on the advice of Counsel), proceedings, damages, expenses or fines arising directly out of any breach or non-performance by the Producer of any warranty given by it or obligation undertaken by it in this Agreement.

PBS's Warranties

- 7.7. PBS shall only exercise the rights granted to it under the provisions of this Agreement and shall not exercise any of the rights in the Programme reserved to the Producer.

8. Producer's Obligation to Assist

- 8.1. The Producer agrees to provide assistance to PBS for the purpose of selling advertising during the Programme. This assistance includes but is not limited to the Producer attending sales and marketing meetings aimed at devising sales and marketing strategies and the obligation on the Producer to contractually bound key faces of the Programme (such as presenters, main actors and / or contestants) to attend important sales pitches with key clients.

9. Termination

- 9.1. PBS shall have the right to terminate this Agreement upon giving written notice to the Producer of its election to do so if:
- 9.1.1. The Producer is in material breach of any of its warranties undertakings or obligations under this Agreement other than a remediable breach of which PBS gives the Producer notice and which is corrected within seven (7) days of such notice; or
 - 9.1.2. any Insolvency Event occurs; or
 - 9.1.3. if the Producer ceases or threatens to cease to carry on business; or
 - 9.1.4. the Producer undergoes a Change of Control which in PBS's reasonable opinion is demonstrably prejudicial to PBS or
- 9.2. PBS shall have the right to terminate this Agreement without cause by giving written notice to the Producer of its intention to terminate at least

one month prior to the end of the current quarterly schedule. For all intents and purposes, such notices of terminations must be given by PBS to the Producer as follows:

9.2.1. During the October to December Schedule: By not later than the last day of November.

9.2.2. During the January to March Schedule: By not later than the last day of February.

9.2.3. During the April to June Schedule: By not later than the last day of May.

9.2.4. During the July to September Schedule: By not later than the last day of August.

In this case PBS will buy and broadcast the remaining Programmes which were due to be broadcast during the one month notice period, after which Clause 9.3 hereunder becomes effective.

- 9.3. Upon termination, the Producer shall be released from all its obligations to PBS under this Agreement and PBS shall not be obliged to take delivery of the Programme or pay the Programme Fee or make any further payments to the Producer, except those payments due up to the date of termination.
- 9.4. Nothing in Clause 9.2 above shall be construed so as to limit or impair any other rights or remedies which PBS may have under this Agreement or at law or in equity by reason of any breach by the Producer of any of its warranties, undertakings or obligations under this Agreement.

10. Penalties

- 10.1. The Producer agrees that in case of any breach of any its obligations under the Agreement, the Commissioning Specification, the General Terms and Conditions, the PBS Broadcasting Guidelines and all other accompanying annexes, PBS may impose on the Producer an Administrative Penalty, payable by the Producer within thirty (30) days from notice of this penalty is given by PBS. The schedule of penalties is included in Annex E. The Producer agrees that any penalty imposed is not appealable and shall not be subject to revision or abatement by any court or tribunal.

11. Recommissioning Right

- 11.1. The Producer hereby grants to PBS the sole and exclusive option to

commission the Producer to produce and deliver Further Programme(s) on the same terms as are contained in this Agreement save for any reasonable variations to Programme Fee agreed in good faith in respect of such Further Programme.

- 11.2. PBS shall notify the Producer of its intention to exercise such option (a) within one (1) months of transmission of the last episode of the Programme (the "Option Period").

12. Confidentiality and Freedom of Information

12.1. Each party shall keep any confidential information relating to the business affairs of the other party and its associated companies secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than Personnel of the recipient or the Personnel of its associated companies who need to know such information for the purposes of acting under and pursuant to this Agreement.

12.2. If either party is required to disclose information by law or by a competent regulatory authority, the party required to make such disclosure shall give notice to the other party. The party required to make disclosure shall have the right to disclose any part of the information of the other party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that each party shall use its reasonable endeavours to limit disclosure and to provide the other party with an opportunity to make representations to the relevant court or governmental authority, provided the ability to grant such opportunity is within their control.

12.3. The Producer recognises that if the Freedom of Information Act (FOIA) is applicable to this Agreement or any information relating to this Agreement PBS may be required to release information contained in or relating to this Agreement, whether it is held by PBS, the Producer or by another person on behalf of PBS to enable PBS to comply with its obligations under FOIA.

13. General

Entirety

13.1. This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written,

between the parties in relation to its subject matter. Neither party has entered into this Agreement on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Agreement.

13.2. Except as expressly set forth in this Agreement, neither party grants to the other by implication, estoppel or otherwise, any right, title, licence or interest in any intellectual property right.

13.3. The parties acknowledge that they are not relying on any understanding, arrangement, statement, representation, warranty, condition or term which is not set out in this Agreement. All understandings, arrangements, statements, representations (other than fraudulent misrepresentations), warranties, conditions and terms (including, but not limited to, implied warranties and/or conditions as to satisfactory quality and fitness for purpose) other than those set out in this Agreement are hereby excluded to the maximum extent permissible by law.

Variation

13.4. No amendment or variation of the terms of this Agreement shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.

Waiver

13.5. No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

No Partnership

13.6. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or employment relationship between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.

Publicity

- 13.7. The Producer shall not, and shall procure that its Personnel shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors) concerning this Agreement including the existence of this Agreement, the terms of this Agreement, the performance of this Agreement and/or any dispute or disagreement relating to this Agreement without the prior written consent of PBS.

Disputes

- 13.8. If any dispute arises the parties will use all reasonable endeavours to resolve the dispute. If the parties fail to resolve the dispute within 15 Business Days of written notification of the dispute by one party to the other, the Parties would be free to refer the matter to the Maltese Courts.

Governing Law

- 13.9. This Agreement shall be interpreted in accordance with the laws of Malta and any dispute or other matter arising hereunder shall be subject (and the parties hereby submit) to the exclusive jurisdiction of the Maltese Courts.

PBS Right to Assign

- 13.10. PBS shall be entitled without the consent of the Producer to assign or novate this Agreement (or any of its rights or obligations under this Agreement) to any company which is directly or indirectly owned and/or controlled by PBS.

Producer non-assignment

- 13.11. This Agreement is personal to the Producer and the Producer shall not assign, transfer, sub-license, sub-contract, charge or otherwise deal with the rights granted to PBS or any obligations on the part of the Producer under this Agreement

Severability

- 13.12. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision and/or delete specific words or phrases as necessary to

render such provision enforceable.

No obligation to broadcast

- 13.13. For the avoidance of doubt, nothing contained in this Agreement shall oblige PBS to exercise the rights granted to it hereunder.

ANNEX B

BROADCASTING GUIDELINES

Malta's Broadcasting Laws

Broadcasting in Malta is primarily regulated by the Constitution of Malta (Chapter 0 - Laws of Malta), the Broadcasting Act (Chapter 350 - Laws of Malta) and its subsidiary legislation.

In this context, our Constitution provides for a regulator, in this case the Broadcasting Authority whose main function is to ensure that in broadcasting, "due impartiality is preserved in respect of matters of political or industrial controversy or relating to current public policy and that broadcasting facilities and time are fairly apportioned between persons belonging to different political parties".

This is the fundamental basis of Broadcasting Law in Malta.

In this context, Subsidiary Legislation 350.14 entitled 'Requirements as to Standards and Practice Applicable to News Bulletins and Current Affairs Programmes' is of particular relevance, and should be consulted regularly by all broadcasters.

Public Broadcasting Services Limited As Malta's Public Broadcaster

A strong public broadcaster is essential to any democracy.

PBS, in its role as Malta's public broadcaster must strive to be at the forefront, not only in the provision of quality programming to the public, but also, and most importantly, as the public's main source of balanced and impartial information.

This means that all broadcasters on the PBS platform must ensure that the basic principle of due impartiality and accuracy is at the forefront of their production agenda, particularly when dealing with current affairs and news programming.

This is more important in the context that our Law makes a clear distinction between PBS as a public broadcaster and other media outlets, in the sense that the law imposes more onerous obligations on PBS in the remit of its public service obligations.

Fundamental Principles Related To News And Current Affairs Productions

There are two main principles emanating from our Laws and further stressed in our National Broadcasting Policy:

- (i) the principle of due impartiality in respect of matters of political or industrial controversy; and
- (ii) the principle of due apportionment of time and facilities between different political parties.

Due Impartiality

All PBS producers have an obligation to ensure that news and current affairs programming, in whatever form, is reported with due accuracy and presented with due impartiality.

Emphasis should be placed on the qualification "due". Impartiality on its own means not favouring one side over the other. However, the qualification of "due" impartiality indicates impartiality which is adequate or appropriate to the subject and nature of the particular programme. It does not mean an equal division of time has to be given to every view, or that every argument and every facet of every argument has to be

represented. This means that the approach to due impartiality may vary according to the nature of the subject and the type of programme¹.

Accuracy and Impartiality In News

- (i) When dealing with news, there must be a clear distinction between opinion and fact. In this regard all opinions or comments, derived from third parties included in news items should follow an accurate report of the facts and must be directly connected with the unfolding story, which must be accurate, factual and ethical, balanced and informed. The journalist should never express opinion or comment in any news item.
- (ii) As with all news and current affairs content, all news must observe due impartiality in all matters of political or industrial controversy and in current public policy.
- (iii) Principal divergent points of view should be reflected in a single edition of a news bulletin when the issue involved is of a current and active controversy. However, the law allows for the use of editorial judgement when it is not possible to include all views in a single news bulletin.
- (iv) A news bulletin should consist of a mix of active and passive reports and should avoid looking like a notice board or a propaganda machine.
- (v) When it comes to matters of controversy, the broadcaster must ensure that justice is done to divergent views and perspectives during the period where such a controversy is active.
- (vi) It is of the utmost importance that news is presented accurately and without bias. It should not be editorial and news items should not be selected for the purpose of aiding or hindering either side of a controversial issue. It should also not be designed by the beliefs, opinions or the desires of the broadcaster or others involved in its delivery.
- (vii) A news item must be factual or based on facts. It is important to avoid conjectures, distortions, remarks, opinions, judgements or convictions.
- (viii) Editorial opinion should be identified and labelled and kept entirely distinct from regular broadcasts of news bulletins.

Impartiality and Transparency in Current Affairs Programming

It is the duty of all producers of current affairs programmes to:

- (i) Present current affairs programmes in a manner which allows an informed public debate on substantial issues affecting the community.
- (ii) Provide reasonable opportunities to present significant viewpoints when dealing with controversial issues of public importance.
- (iii) Present topics of immediate relevance to the community.
- (iv) Ensure that a series of current affairs programmes is balanced with a diversity of topics, including topics of a social, cultural, educational, environmental, economic, industrial and political nature as well as other subjects of a general interest.
- (v) Ensure that at least over a series of programmes, the selected topics adequately reflect the current debate affecting the whole political spectrum in the Country.
- (vi) Apply all guidelines describe in Section 5 related to news bulletins to current affairs programming.
- (vii) Producers and presenters should declare or make known any sponsorship, business or other relationship with guests, participants and/or entities featured in the programme.

¹ OFCOM Broadcasting Code, Section 5, March 2013

Our law allows a series of programmes to be considered as a whole when it comes to the requirement of due impartiality. However, it must be stressed that when a single current affairs programme is not balanced on its own, the legal requirement of impartiality may be attained:

- (i) Over two or more related programmes within the same series and,
- (ii) Where the broadcasts are transmitted within a reasonable time from each other and,
- (iii) When the broadcaster informs the viewers or listeners during the first programme of the date of the subsequent programme intended to balance the first programme. The broadcaster must give sufficient information regarding date, subject and proposed participants.

A “series” means a number of current affairs programmes, broadcast in the same service, each one of which is clearly linked to the others, and which deals with the same or related issues.

It must be stressed that impartiality does not mean that balance is required in any mathematical sense or that equal time should be given to divergent views.

Journalists and producers do not need to be absolutely neutral on every controversial issue but need to state their position clearly to the audience in order to avoid undue influence of their followers. They should nevertheless tackle even-handedly divergent points of view to supplement or create a democratic debate amongst contrasting ideas.

Participants in research-led investigative journalism or studio discussion should be chosen on the basis of the obligation to be fair, balanced and knowledgeable on the subject matter. Importance must also be given to the inclusion of divergent viewpoints. Where the subject of the programme refers to an issue of political or industrial controversy, or public policy, participants should reflect a balanced and adequate representation of all interested parties, political or otherwise.

The use of audio visual material such as clips and features, should reflect in a balanced manner, the views of all the parties concerned.

In case of programmes involving audience participation, the audience selection should where possible, ensure that the audience is composed of persons with different views.

Responsibility Of All Content Broadcast On PBS

The Registered Editor (Editor-in-Chief) is responsible to ensure that the editorial policy of PBS and relevant broadcasting laws are adhered to by all producers.

Individual responsibilities

All PBS employees associated directly or indirectly with news gathering and news presentation, including news co-ordinators, newscasters, directors, editors, cameramen and journalists should refrain from associating themselves with a political party or otherwise undermine the perception of the impartiality, integrity, independence and objectivity of PBS.

External Activities

It is important that those associated with news and current affairs do not engage in off-air activities that can lead to any doubt (perceived or otherwise) about their objectivity on-air and to what is transmitted.

The activities mentioned below may tarnish one's reputation for impartiality and consequently also damage the reputation of PBS for impartiality:

- (i) Expressing public support for any political party or express views or lobby in favour of or against a policy which is a matter of current party political debate or a matter of public or industrial controversy.
- (ii) Stating in public how one intends to vote or how one has just voted in an election or referendum.
- (iii) Endorsing political candidates.
- (iv) Publicly demand a change in high profile public policy.

In general, producers, journalists and presenters of news and current affairs programmes are not to undertake promotions or endorsements of political parties or individual candidatures or political organisations as well as endorse commercial products.

External activities include participating in public debates, fronting a campaign and similar activities whether made online or not.

In cases where any PBS employee, producer, journalist or presenter decides

- (i) To participate in any campaign or
 - (ii) Stand as a candidate in a national, European or local election or to seek nomination as a party candidate, to work for or be publicly associated with any campaigning group or non-political organisation but which is involved in current public controversy whether political or not, or to undertake similar activities, it is the duty of such employee, producer, journalist or presenter to inform the Editor-in-Chief of this activity, in writing, as soon as reasonably possible and prior to this information becoming public.
- The Editor-in-Chief is authorised to take any action necessary to safeguard these guidelines and PBS's legal obligations.

Campaigns And Personal Issues

Any campaign on any subject matter should not be included in any PBS programmes unless authorised and approved in writing by the Editorial Board.

Personal issues of whatever nature should not be mentioned, discussed or included in any way during PBS programmes.

Use of Social Media & Web

All PBS programmes need to promote PBS media. For this purpose, use of Facebook pages and/or websites and/or Twitter feeds need to be channeled through PBS media.

Where any other medium is used, all social, web & non-linear media channels relating to any production directly or indirectly have to be approved by PBS and PBS should be given administrative rights to the account. Use of non-approved media is considered as a breach of contract.

Branding

No programme should promote any other brand other than PBS channels. This applies to mentions, backdrops and on screen graphics.

Streaming

Any type of streaming of any programme has to be done through tvm.com.mt or any official channel.

Credits

Any credits to any commercial organisation needs to be pre-approved by the Chief Executive Officer/ Chairman of PBS.

Applicability

All programmes and content broadcast or included on PBS operated media must observe these guidelines. These guidelines also apply to sport programming and other programmes on issues which involve more than one point of view. Moreover, these guidelines are also applicable to all content published on the portal www.tvn.com.mt and any other portal or web presence operated or controlled by PBS.

What To Do When In Doubt?

When doubt arises over the applicability of these guidelines to any situation or to the proper application of the requisite of due impartiality, such cases should be referred to the Editor-in-Chief as soon as possible.

Annex C - TECHNICAL STANDARDS

Media Delivery Specifications Sheet

Note: The contents of this document void and replace any previous versions.

Broadcast Programmes/Promotions/Adverts

Format	XDCAM HD422 MXF Op1a - 'xd5c'
Codec	MPEG2
Bitrate	50.1Mbps
Bit Depth	8 bits per channel
Resolution	1920x1080
Pixel Aspect Ratio	1:1
Frame Rate	25
Fields	Interlaced, upper field first
Audio Routing	Stereo Left and Right, mapped onto Audio Channels 1 and 2 respectively and wrapped within the MXF Op1a specification Tracks must be matched, balanced and in-phase at all times
Audio Levels	True Peak: -12dBTP Long-term loudness: -23LUFS
Timecode	Continuous from start to end of file
<u>For programmes:</u> Timecode to start at 00:59:50:00 and be sequenced as: 00:59:50:00 to 00:59:56:24 - Programme Ident 00:59:57:00 to 00:59:59:24 - Black 01:00:00:00 - Start of Programme Programmes in multiple parts should be delivered as one file with 1 second black video in between parts.	

For promotions/adverts:
Timecode to start at 01:00:00:00

Duration 5 seconds minimum

Text All text; logos etc should be within the 16:9 safe area

Filename For programmes: Identical to the filename generated by the Digital Contributions System

For promotions: As specified by the QA Department

For adverts: As specified by Sales Administration

Deadline Programmes: 48 hours prior to TX, unless otherwise arranged

Promotions: 96 hours prior to TX

Adverts: 48 hours prior to TX

Media Recording Specifications

Sensor 3.25" minimum

Native resolution 1920x1080 pixels minimum
1000 PAL television lines minimum

Frame rate 25/50i (PAL 625) minimum

Aspect ratio True full-height 16:9

Pixel aspect ratio 1:1

Chroma Legal in all domains (RGB, YUV etc) and within gamut limit
Luma/Chroma timings within ± 20 ns.

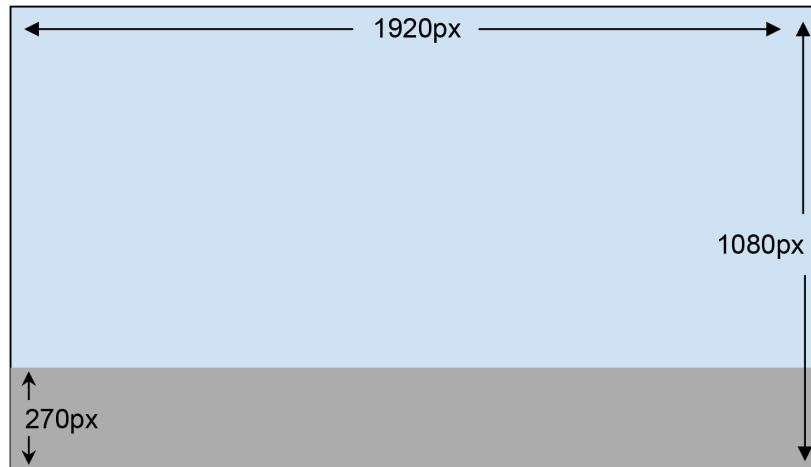
Audio No specific recording requirements, but must be audibly clear

Note: Promotions and adverts must start and end with a clean cut. Promotions must follow the company's branding guidelines.

Note: Contributors are required to contact the Quality Assurance Department on email rzammit@pbs.com.mt so that access to the PBS portal will be given. It is important to note that the name and email address of whoever needs access to the PBS Portal, that is, whoever is uploading the programme, promos and filling in the metadata are to be listed in the email, so that these users may be added to the Digital Contributors System.

Note: In the case of opening/closing billboards, break bumpers, and 'Hajr' captions, Sales Administration should be informed whether the current versions are valid for the next programme transmission, or whether changes should be made. Media should be re-submitted only in case of changes present and will replace existing versions. Sales Administration may be contacted at salesadmin@pbs.com.mt

'Popup' Advertisements



Format Quicktime .MOV RGBA

Codec Animation

Bit Depth 8 bits per channel (i.e. 32 bits per pixel)

Resolution 1920x1080

Dimensions Refer to diagram above
Any portion (i.e. all or part) of the lower 25% of the screen (i.e. 1920x270) can be used. Any unused parts within this area, as well as the unusable region indicated in blue, must be left as alpha.

Pixel Aspect Ratio 1:1

Frame Rate 25

Fields Progressive

Audio Routing No audio

Duration Must be exactly 00:00:05:01
The last frame must be a full-alpha frame

Text All text; logos etc should be within the 16:9 safe area

Deadline 48 hours prior to TX

Note: If using Adobe CC, we suggest exporting directly from After Effects' render area rather than using Media Encoder, since the latter tends to offer only the ProRes codecs. Within After Effects, please verify the codec used, since 'Animation' and '8bpc + alpha' depth are no longer the default settings as of Adobe CC 2021 and must be manually

Stand-alone audio

For radio contributions, radio adverts, voice-overs, podcasts etc

Format	WAV file
Bit Depth	32-bit
Bit Rate	256Kbps
Sample Rate	48kHz
Dynamics	Use of dynamic processing is allowed as long as this does not impair the perceived quality of the audio
Levels	<u>For TV</u> : normalised to -12dB <u>For radio</u> : normalised to -3dB <u>Other</u> : normalised to 0dB

Video for Social Media Consumption

Format	MP4
Codec	H.264 or H.265
Bit Depth	8 bits per channel
Bitrate	16Mbps
Resolution	<u>Facebook Video (post)</u> : 1080x1350, no columns or letterbox <u>Instagram Video (will be used as stories/reels)</u> : 1080x1920, considering the upper/lower 135px as 'unsafe area' <u>TikTok</u> : 1080x1920, considering the upper/lower 135px as 'unsafe area' <u>YouTube</u> : 1920x1080
Pixel Aspect Ratio	1:1
Frame Rate	24 or 25
Fields	Progressive
Audio	AAC, minimum 128Kbps, arbitrary sampling rate

Video for TVMi

This includes editorial content as well as advertisements

Format	MP4
Codec	H.264
Bit Depth	8 bits per channel
Bitrate	2.5Mbps
Resolution	1280x720
Pixel Aspect Ratio	1:1
Frame Rate	25
Fields	Progressive
Audio	AAC, 256Kbps, arbitrary sampling rate

Note: Previously interlaced footage must be de-interlaced properly

Still Imaging for TVMi

Format	JPEG
Codec	JPEG High Quality
Bit Depth	8 bits per channel
Resolution	<u>Poster</u> : 390x520 <u>Featured Image</u> : 1200x675 (safe area 15% all around) <u>Episode Thumbnail</u> : 1920x1080 (without columns/letterboxing)
Pixel Aspect Ratio	1:1

Still image/responsive adverts for blog/article-style websites

Format JPEG, GIF, HTML5*

See below for HTML5 ad specifications

Maximum file size 150kb

Resolution Leaderboard Desktop: 728x90
Rectangle Mobile: 300x100
Medium Rectangle: 300x250
Monster Desktop: 300x600
Billboard Desktop: 970x250

Pixel Aspect Ratio 1:1

HTML5 Ad Specifications

Format ZIP

Contained files Collection of style files, scripts, images/videos, fonts etc
The file must contain **one HTML file only in the root directory, named index.html**. Make sure to include any click-tracking script tags within this ZIP archive.

Canvas Resolutions Same as resolutions above

*Note: A click-through URL **must** be supplied with ads in case the ad is intended to link. Without a URL, the ad will not be clickable.*

Annex D - SOCIAL MEDIA GUIDELINES

Digital Media Protocol

Through this agreement PBS is commissioning content to be published and distributed on its various channels. PBS seeks to follow a “digital first” approach for its publications with the intention to reach, inform, educate and entertain the audiences on the right platforms.

What Is ‘Digital First’?

Broadcasting continues to serve the largest audiences for our content, but the rapid growth of users on Internet-based platforms is considerable and should be served. This shift is occurring even more rapidly with younger audiences, who may be more inclined to engage with their favourite content on emerging platforms at any time of the day, and is also popular across all audiences where engagement with content is experiencing changing trends.

The digital shift is accelerating, and it’s time to accept that even broadcasting has become digital first.

Concept

1. Digital First is different from digital parallel, where the latter is a realm where content is based on an online audience-oriented vision.
2. Digital-first is different from digital enhanced as the latter is where online aspects will be used to embellish the linear broadcast.
3. Digital-first is thinking audience centric and content centric, where the latter is from the onset the content is produced to be published and consumed on PBS’s various platforms as an eco-system
4. With such approach PBS through its diverse content will be reaching the various audiences through the relevant platform.

Guidelines

1. Any content, that in any way is attributed to a PBS commissioned production, published on digital channels still has to adhere to PBS’s General Terms and Conditions, Editorial Guidelines and Editorial direction.
2. No content or information should be broken out or published on any media other than that owned or operated by PBS, unless the Commu-

nications Team and the Digital Team are fully aware, and PBS's consent is given through the office of the Editor-in-Chief.

3. Producers are given a timeframe to expose the production on all screens, this includes but is not limited to television and digital.
4. Producers will be handed a branding guideline manual. This must be followed in each and every step of the way when producing content, especially for digital and the content created on a 'Digital First' narrative.
5. This means that the producers are meant to produce quality content for all screens that the PBS requires.
6. Digital is a crucial part, and a digitisation process forms an integral part of the future for PBS as the Maltese Public Service Media operator.
7. With this in mind, PBS is requesting the following from each producer:
 - a. A weekly promo featuring what's next on the programme. This has to be sent at least a week in advance.
 - b. Quality behind the scenes, "never seen" shots as taken during filming. These will be uploaded on the selected broadcaster's digital platforms for upload.
 - c. If the programme is live, the broadcaster will give access to the producer to go live, upload quality deliverables on the selected platform. The producer also needs to give access to all areas to the digital team at PBS. (Any live content should strictly respect the channel's policies and copyright protection)
 - d. The producer is requested to do a small recap of what happened in the programme - this will be used for TVMi/YouTube (or any other VOD platform's) promotion purposes in the case PBS deems fit.
 - e. The producer is requested to produce at least one unique deliverable for the station's selected social media. This will be discussed with the digital team and used if deemed fit.
 - f. The producer is also expected to mention the selected broadcaster's social media platforms when producing the traditional content.

Planning

PBS is committed to take all of its brands, sub-brands and related material into a Digital First era. This is a learning curve for all. PBS is committed to a tailor made strategy with each Producer in order to maximise the potential for both parties. The Producer needs to share the dates of production/filming/live broadcast in order for PBS's digital publications team to plan accordingly with The Producer's team. A short introductory meeting will be set once this schedule is produced and handed in.

Deliverables

For clarity's sake, PBS is requesting from the The Producer the following:

1. A schedule of filming/broadcast/live event
2. Weekly promo to promote what's next on the show/programme
3. Quality behind the scenes, never seen before clips, bloopers etc
4. Access to all filming
5. Recap of what happened in the programme/production
6. A unique, "never seen before" deliverable to be used exclusively on The Broadcaster's portal/digital media
7. Mention of The Broadcaster's digital platforms on each programme.

General Formats

Please refer to the latest version of the PBS Media Delivery Specifications Sheet for rendering/export settings, as well as the latest version of the PBS Digital Branding Guidelines for branding requirements.

ANNEX E - SCHEDULE OF PENALTIES

Schedule of Penalties

General Clause	Description	Penalty Fee
3.3.1	Administrative Penalty	€400 ex VAT per occurrence
3.3.2	Product Placement not sanctioned by PBS	€200 ex VAT for every 10 seconds
4.2	Late delivery of programme	€100 ex VAT per QA viewing hour
4.4	Return of production for correction	€250 ex VAT per return
4.4	Return of programme promotion	€100 ex VAT per return
4.6	Failure to deliver	€1000 ex VAT

Annex F - PRODUCT PLACEMENT FORM

1	PRODUCTION COMPANY Name and Address	
2	SERIES/PROGRAMME TITLE	
	Episode Number	
3	SYNOPSIS (include details of any programme sponsor)	
	LIST OF ALL PRODUCTS PLACEMENT'/S (PP)	
4	Mark "none" if no products have been placed in the commission and please proceed to point 7. List if at any point product placement opportunities arise, whilst notifying Quality Control & Sales Department and including the linked contract agreement number.	
5	Confirmation of Production Placement Logo Signal embedded at prescribed points in each episode	
	Please list time codes for episode.	
DECLARATION Please delete either section 6 or 7 as appropriate:		
6	I confirm that the above is a true statement and I have the power and authority to make such a statement of the product placement and product placement agreements within this programme/series.	
7	I confirm that no placements other than props are featured within the commission, as defined by the Broadcasting Act.	
APPROVAL If section 6 applies, please complete section 8 inserting the name of PBS representative and the date on which product placement was agreed.		
8	The product placement was agreed with	
	of PBS Limited on (date)	
	Signed by: -	
	Authorised Signatory - For and on behalf of Production Company	
	Print name: -	
	Date:	
	Position in Company:	
	Production Company Name:	
	Programme Series Title:	

Annex G - GDPR CONSENT FORM

I hereby give Public Broadcasting Services Limited, their licensees, successors, legal representatives, and assigns the absolute and irrevocable right and permission to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photography images and/or moving pictures and/or videotaped images of me with or without my voice and further agree that any video and / or audio material derived from any audiovisual recording in which I participate may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation.

I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for any reason.

I further agree that my participation in any video / audio material confers upon me no rights to use, ownership or copyright. I release Public Broadcasting Services Limited, its employees, agents, and assigns from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the video / audio material.

It is understood that Public Broadcasting Services Limited is under no obligation to broadcast the above-identified video / audio material. This consent is not retractable.

Name & Surname	
ID Card No.	
Address:	
Tel No.	
Date:	Signature:

Programme Title	
Producer's Name & Surname	
Producer's Signature	
Date	

Annex H - MINOR RELEASE FORM

I hereby give Public Broadcasting Services Limited, their licensees, successors, legal representatives, and assigns the absolute and irrevocable right and permission to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photography images and/or moving pictures and/or videotaped images of me with or without my voice and further agree that any video and / or audio material derived from any audiovisual recording in which I participate may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation.

I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for any reason.

I further agree that my participation in any video / audio material confers upon me no rights to use, ownership or copyright. I release Public Broadcasting Services Limited, its employees, agents, and assigns from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the video / audio material.

It is understood that Public Broadcasting Services Limited is under no obligation to broadcast the above-identified video / audio material.

I, _____ am the parent or legal guardian of the minor mentioned below and I endorse the above statement in his/her behalf on this day, the _____ of _____, 2024/2025.

Child's Name & Surname	
Child's Signature	
Parent / Guardian ID No.:	
Parent/Guardian Signature:	
Date:	

Programme Title	
Producer's Name & Surname	
Producer's Signature	
Date	

Annex J - ARCHIVAL FOOTAGE REQUEST FORM

The Producer shall be entitled to use PBS libraries and Archived material only upon written request and upon being duly authorised in writing by PBS. Such clause shall only be applicable with regards to obtaining a digital copy of the original medium [the original medium shall under no circumstances leave PBS premises]. The consent to use such material does not give any ownership right to the producer, and such consent shall only apply for the scope of use as specifically authorised in writing. Suitable credit for the source should be given within the programme. Fees for this service will be applied accordingly as described below.

Producer: Name and Surname	
Company:	
Clip Details: <ul style="list-style-type: none"> Title of Clip Date of Clip required 	
Scope of Use: (Specific programme or use)	
Date and duration of the contract	
Date of use	
Applicable Fee	

I hereby declare that the above-mentioned clip will be used solely on the date and in the programme mentioned above. In the eventuality of any further need to re-use the said clip, a new approval has to be obtained in writing and upon approval by Public Broadcasting Services Ltd.

Fees:

- A. Commercial use (watermarked) @ €100/minute (minimum of 1 minute)
- B. Commercial use (clean) @ €200/minute (minimum of 1 minute)
- C. For a current PBS Production Low resolution proxy for previewing only - €25/hour or part of
- D. For a current PBS Production High resolution clip - €100 per 15 minute clip or part of, plus €2.50 per additional minute or part of (separate clips are treated individually)
- E. Reuse of material for a PBS production where material was acquired through commissioning by PBS and producer is the intellectual property owner and the producer does not own a high resolution copy of the material – €50 per 15 minute clip or part of plus €1.50 per additional minute or part of (separate clips are treated individually)
- F. Reuse of material for a PBS production where material was acquired through commissioning by PBS and the producer is the intellectual property owner and the producer owns a high resolution copy of the material – FOC

Annex K - PRODUCER'S DECLARATION

The undersigned Executive Producer hereby declares that the following talent and crew will be working on the production of *(insert production name)*, and that the producer assumes responsibility that all of them are aware and will abide to the Broadcasting Rules and Guidelines produced and communicated by PBS.

ROLE	NAME
Executive Producer	
Producer/s	
Presenter/s	
Maltese Language Consultant	
Script Writer	
Other Consultant	
Director	
Camera Crew	
Other Crew	

		<hr/> Executive Producer
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[illegible]

Annex N - ADVERTISING TERMS

Advertising spots submitted by Producer

- a) The Producer shall be responsible for delivering to PBS, ready for transmission, the advertising spots, which are to be transmitted by PBS.
- b) The Producer is responsible for designing, producing and delivering the requisite advertising spots in good time.
- c) The Producer binds itself to deliver any material not later than 48hrs prior to transmission of the said material. whilst complying to the technical specifications given by PBS.
- d) All the advertising material shall conform to the rules and regulations of the Broadcasting Authority.
- e) In the production of the said spots, the Producer shall be solely responsible for the waiver and payment of copyright, authorship rights, translation rights, representation rights, and performing rights, pertinent to any material, whether audio or visual, used in the production of the same spots.
- f) The production costs will be borne exclusively by the Producer.
- g) The Producer shall ensure that the level of the Maltese language used, where applicable conforms with the current laws and regulations regarding the use of the Maltese language.
- h) The Producer binds itself to abide by the code of ethics and the code of advertising standards for television programmes.
- i) The Producer binds itself that the spots shall conform with the Laws of Malta, in particular the Broadcasting Act, and shall not contain words or scenes which may be counterproductive to Maltese social development.
- j) The Producer binds itself to observe that the contents of the spots are not libellous. The Producer assumes all liability and shall indemnify, defend and hold harmless PBS, its directors and any of its employees from and against any and all losses, claims, demands, suits, judgements and/or causes of action (including costs and expenses incidental thereto).
- k) The Parties agree that PBS will at all times have the right to decline for transmission any advert which is not acceptable to PBS.

Annex O - COMPETITION GUIDELINES

GENERAL REQUIREMENTS AS TO STANDARDS AND PRACTICE APPLICABLE TO THE CONDUCT OF COMPETITIONS AND THE AWARD OF PRIZES FOR TELEVISION, RADIO AND OTHER PBS RELATED MEDIA

The purpose of these requirements is to provide the general conduct of competitions held on the PBS media whether television, radio or any other media; and the award of prizes to participants carried on any means whereby such participants take part in competitions in any of the following ways:

- i by televoting,
- ii by phone-ins,
- iii by being physically present (participant, guest, audience)
- iv by writing, or
- v by any other means whether electronic or not, including innovative ways of competing

These requirements apply to any competition or vote run on any PBS channel or associated to PBS content/programming/initiatives in some way or another. All competitions and votes run on any PBS channel or associated to any of its content/programming/initiatives must be honest, open and fair, meeting the editorial, ethical and technical standards that our audiences expect. Competitions and the award of prizes should abide to SL350.22 and Gaming Law CAP 583, and any other regulatory instrument made thereunder applicable including any editorial direction by PBS.

All competitions and voting must be approved by PBS prior to their announcement, as described further on. PBS has the right to request amendments to the competition.

Fairness

Competitions should be conducted fairly and according to rules. Competition rules should be made known to participants and prizes should be described accurately. Every competition/vote should come with its terms and conditions established and registered with PBS, including the way that the competition rules and condition are to be made public.

Questions

The questions should preferably have a clear thematic connection with the programme in which they appear. If they refer to the products or services of the prize manufacturer or donor, they should be considered as an advertisement and the words "**Messaġġ Promozzjonali**" should appear on the screen in the case of television programmes, whilst in the case of radio programmes, the broadcaster should announce the competition with the words, "**Issa ngħaddu**

Prizes

Where a prize includes the payment of a tax as is, for instance, the case of an airline ticket, it has also to be indicated that the payment of due taxes has to be made.

Advertisers may donate prizes which may be their own products and/or services. Where editorially justified, there may be mention of the brand of the prize or prize donor, which may include brief factual and/or visual references no longer than 7 seconds. Descriptions should avoid promotional statements.

The producer shall ensure that prize-winners are announced during the next edition of the programme following the conclusion of the competition or, in the case of a competition concluded at the end of a programme schedule, during the final programme in that schedule. The prize shall be awarded to the prize-winner within one calendar month of the announcement of the prize-winner/s of the competition

The producer shall declare with PBS the source of funding of any prize handed out including the source of funding should the prize consist of money whether cash or not.

The producer shall advise PBS about the date and method of the award of any prize and should provide evidence to PBS that such awards have been fulfilled.

Award of vouchers as prizes

When the prize consists of a voucher, then the winner of that prize shall be entitled to the full value of that voucher without the need of incurring any extra expense to have benefit of the voucher.

When the prize consists of a voucher but is given in goods and/or services, the goods and/or services given shall be equivalent to the total value of the voucher.

No discount on the purchase of a produce or service is allowed.

Cost of telephone call and sms to be made known

Where the cost of a telephone call or sms is higher than the normal published tariff, then any promotions for the competition however so carried or advertised shall state the cost of the call or sms, as the case may be. If a proportion of the cost of the call or sms, as the case may be, is intended for any non-profit making

What information must be provided to the public

Promotional material about the competitions must clearly provide information, which is likely to affect a decision to participate, and shall in any case include the following:

- i Any closing date,
- ii Any significant terms and conditions, including any restriction on the eligibility to participate,
- iii An adequate and unequivocal description of prizes to be won,
- iv How and when prize-winners will be informed

Closing date

Competitions must have a closing date, except where there are instant prize-winners.

Prohibition of employees etc.

Persons who are either PBS employees, PBS contractees, PBS contributors, PBS advertising agents, the competition's sponsors, or people who are directly involved in the production or presentation of the programme in which the competition is carried, or who form part of the immediate family of such persons shall automatically be disqualified from participating in any competition carried on any PBS media or any associated competition.

Quizzes or Quiz-like content

Quizzes or quiz-like content also fall under these requirements. When a quiz is held, producers are to ensure that no question is asked with regard to a specific commercial product or service and that any question asked does not, either directly or indirectly, relate to a commercial product or service.

For the purposes of this paragraph a commercial product or service includes reference to a brand name or a company or a commercial enterprise which imports, sells, distributes or otherwise produces any product or service

Prior approval by PBS

The Producer is to get a prior approval of the competitions (or any other form listed under these requirements) during their production, by sending the 'Competition Approval Form' to competitions@pbs.com.mt

The producer agrees to abide by all the rules, regulations, terms and conditions and legislations. The producer shall keep PBS indemnified as per Clause 7.6 of the terms and conditions. PBS shall at any time request additional information or review the declaration or approval.

Competition Approval Form

Production Title	
Producer	
Competition Title (or unique reference)	
Type of Competition <i>(add additional document with competition methodology)</i>	<input type="radio"/> <i>Phone In</i> <input type="radio"/> <i>Televoting</i> <input type="radio"/> <i>Social Media</i> <input type="radio"/> <i>Participant/Audience</i> <input type="radio"/> <i>Other (describe in document)</i>
Prize details <i>(if any, otherwise mark as N/A)</i>	
Source of Funding / Sponsor <i>(add additional document if required)</i>	
Competition Term/Frequency	
Terms & Conditions	<input type="radio"/> <i>Submit respective documentation</i>

The producer agrees to abide by all the rules, regulations, terms and conditions and legislations. The producer shall keep PBS indemnified as per Clause 7.6 of the terms and conditions. PBS shall at any time request additional information or review the declaration or approval.

 Producer Signature

 Date

 PBS Approval

