Damian Collins MP, Chair DCMS Committee  
Digital, Culture, Media and Sport Committee  
House of Commons  
London  
SW1A 0AA

21st June 2019

RE: REQUEST FOR DOCUMENTS

Further to your request for documents dated 11th June 2019, I confirm that Studio Lambert welcomes the opportunity to participate in the DCMS Select Committee Inquiry into Reality TV. Studio Lambert currently produces one reality series for a UK terrestrial broadcaster, “The Circle” which is commissioned by Channel 4. As such, I have tailored this response to “The Circle”. Series 1 of “The Circle” aired in 2018 and Series 2 is scheduled to air in Autumn 2019. Please see below and attached the relevant documentation and information as requested.

1. Any documents setting out your duty of care to contestants, related policies and the job titles and professional qualifications of associated staff.

A bespoke welfare plan was compiled by the dedicated welfare team for Series 1 of “The Circle” with input from Studio Lambert Executive Producers, Production Management, Legal & Business Affairs and the Channel 4 Commissioner and Channel 4 Compliance. Studio Lambert is in the process of conducting a thorough review of the welfare plan for Series 2 of “The Circle” and a summary of the plan is attached.

2. The standard contestant contract for the most recent series of the show.

Please see attached the template contributor contract for Series 1.

3. The standard contributor release form for the last series of the show.

As per response to question 2 above and attached.
4. **Examples of casting advertisements**
   Casting advertisements for Series 1 are attached.

   Studio Lambert uses eTribez, a global casting platform which enables applicants to apply for programmes using an online application website. This generates a back-end system which is fully GDPR compliant and enables the production team to effectively and efficiently manage applicants’ information.

5. **Does the contract differ between contestants? If so, how? Does it contain a liability clause?**
   The same template agreement is used for all contributors on “The Circle”. There is an indemnity clause at 3.2.

6. **Was all footage transcribed before scene selection? Do you keep a log – and if so, could these be made available to us upon request?**
   All filming for “The Circle” takes place in apartments which have been fully rigged for the show and a master feed of all apartments is retained. The camera feed following the contributor is kept as rushes, the rest of the camera feeds are not kept. Studio Lambert has logs of all communications between contributors on the Circle interface and detailed producer notes but there is not a word for word transcription of everything said by contributors 24/7. Production and welfare logs can not be made available as they contain confidential information about contributors.

If you have any questions in relation to the information supplied, please contact me directly via email zoe.chatten@studiolambert.com or on 020 30406803.

Yours sincerely

Zoe Chatten

Commercial Director
Contributor Agreement (Series 1)

[INSERT DETAILS]

[INSERT DATE]

Dear [INSERT NAME]

“The Circle” (working title) – Contributor Agreement

Thank you for agreeing to participate in the series of television programmes which Studio Lambert Associates Limited (“us/we”) intends but does not undertake to co-produce with Motion Content Group (“Motion”) provisionally entitled “The Circle” (“the Programme”, which shall include any re-edited, reformatted, compilation or interactive versions, websites, apps, games and/or related programmes). The Programme has been commissioned by Channel 4 (“Broadcaster”) and we write now to confirm the terms of your participation in the Programme.

In consideration of the mutual undertakings in this Agreement and for other good and valuable consideration (sufficiency and receipt of which is hereby acknowledged), the parties agree as follows:

1. Description of Programme and Participation

1.1 The Circle is an ambitious new TV factual entertainment series, where contestants compete against each other to be deemed the most popular. Contestants in The Circle will all live in one modern block but separately in individual apartments, interacting with one another through a bespoke voice-activated social media platform, called The Circle, that the production team controls and curates. Like many people using social media today, The Circle will enable them to chat, make friends, argue and maybe even fall in love. Building their own profiles, contestants will only get to know each other from what they choose to reveal via The Circle. Contestants are filmed around the clock, for the duration of the series, with little or no contact with the outside world. Throughout the contest the competitors will rate each other with whoever is liked the least running the risk of being ‘blocked’ and removed from The Circle. The production team will be in total control and there will be games, surprises, twists and turns. The competition will suit confident people who are prepared to be put to the test.

There is a maximum £50k prize up for grabs for the most popular contestant at the end of the competition.

The programmes will be filmed, edited and broadcast whilst the contestants are living in this environment. Contestants won’t have the opportunity to see programmes before they air.
1.2 Subject to earlier termination pursuant to clause 12 of this Agreement, we shall be entitled to your exclusive participation in the Programme (on specific dates to be confirmed to you) during the period from 27 August 2018 until 12 October 2018 and any other additional period which may be reasonably required by us (together “the Production Period”). For the avoidance of doubt, we shall be entitled to extend the Production Period upon reasonable notice under the same terms and conditions under this Agreement. We shall also be entitled to your non-exclusive participation in press and publicity pursuant to the terms of clause 11.1 below.

1.3 You agree to participate and to render your exclusive services as an on-screen contestant and to comply with the Rules (as defined at clause 4 below) and to report to us and our representatives in respect of the Programme. Your participation in the Programme will include without limitation the following:

(a) before the main studio filming, you will stay 24 hours per day at a location determined by us prior to entering the Location or until such time as you are asked by us to leave. You will be chaperoned at all times during such period and will have no access to your mobile phone. You may be filmed at any time during such period;

(b) during the main studio filming, you will stay 24 hours per day in the Location on specific dates to be advised to you until such time as you are asked by us to leave. If you are asked to leave the Location, we may require you to return at any point during the Production Period. We may require you to live at the Location in isolation or with one or more others as we shall elect in our sole discretion. While in residence at the Location you will have no contact with your friends or family except as allowed by production and no access to your mobile phone and/or any other communication device save as set out in clause 1.3() below;

(c) after the main studio filming, you will again stay in a location determined by us for up to 48 hours after leaving the Location before going home. You will be chaperoned at all times during such period and will have no access to your mobile phone; You may be filmed at any time during such period and may be required to carry out press and promotional services as further detailed in clause 11.1;

(d) if you are required to leave the Programme, you will return to the Location on a date to be confirmed to you, to attend the filming of the live final as well as attending on any other dates during the Production Period if you are required for filming additional material (as may be required by us, the Programme sponsors or commercial partners);

(e) during the main studio filming, you will communicate with other contestants only via the Circle Platform without meeting them in person unless otherwise arrangement by production. We will provide you with the means to communicate via the Circle Platform. Your aim, in using the Circle Platform, is to become the most popular contestant. From time to time (as determined by us), the contestants will all rate each other and will decide which of the contestants is to be “blocked” (i.e. removed from the Programme) using the Circle Platform from time to time. The results of your popularity with other contestants may be revealed to you and/or to
other contributors/contestants and/or to the public by us at any time(s) as we may elect;

(f) you understand that you are free to represent yourself on the Circle Platform as you may decide. You understand and accept that we may block your use of the Circle Platform at any time and you may be asked to leave the Location and the Programme if you are judged at any time by the other contestants to be the least popular contestant, in which event we shall be freely entitled (but not obliged) to replace you with another contestant;

(g) for the purposes of the Circle Platform, you will assist us in setting up a short profile about you (which may include photographs taken of you by us);

(h) you will be filmed by us and will participate in all challenges, games events and activities arranged by us as required during the Production Period at the Location or elsewhere;

(i) you will participate in publicity and promotion in accordance with clause 11.1 below, during the Production Period and after, whether or not you are asked to leave the accommodation before expiry of the Production.

1.4 The winner will be awarded a cash prize of up to £50,000 (“Prize”).

2. Fee

2.1 Subject to the provisions of this Agreement (including but not limited to termination provisions) and to the due performance of your obligations hereunder and in full consideration of all rights granted by you to us, we will pay you a fee of £[ ] per day during the Production Period for every day you participate in the Programme (“Fee”). The Fee shall be payable on completion of your obligations hereunder and subject always to receipt of a valid invoice.

2.2 You are entitled to 5.6 weeks paid holiday in each year, calculated pro rata. As you are unable to take holiday during the period of your engagement, you are entitled to receive payment in lieu for holiday to which you are entitled but which you do not take during the Production Period. This holiday payment shall be £[ ] for each day you participate in the Programme and shall be payable on completion of your obligations hereunder and subject always to receipt of a valid invoice.

2.3 You shall be solely responsible for any and all national insurance contributions and taxes (including without limitation income tax and capital gains tax if applicable) that may become due and payable in respect of your participation in the Programme, including without limitation if you receive the either of the cash prizes or any share of either of them.

3. Your Obligations

3.1 With regards to your participation in the Programme, you agree and acknowledge that:
(a) you are aged 18 years or over and you understand the full nature of the Programme and your participation in it;

(b) the Programme involves being filmed 24/7 in a restricted environment with limited personal interaction with other people and little contact with the outside world for up to 3 weeks. Various twists and tasks will be set by the producers, and participation in the Programme is therefore likely to be physically and emotionally challenging;

(c) you have not and will not deceive or mislead us or the Broadcaster in any way including without limitation withholding any information and/or about your identity and you have and will continue to be entirely truthful and accurate in answering any questions and/or supplying or volunteering information to or for any representatives of ours whether verbally or in writing including without limitation the Contributor Questionnaire (receipt of which you acknowledge) and if any information you have provided to us becomes inaccurate or out of date at any time in the future you will immediately make us aware of it (including without limitation the occurrence of any future civil or criminal investigations and/or matters in which you are in any way involved or associated with). The foregoing relates to information you provide to us and not to how you represent yourself to other contestants to the Programme via the Circle Platform;

(d) you have disclosed to us (and for the avoidance of doubt have not and will not withhold) full and complete details of the following which as special category data, you explicitly consent to us sharing with the Broadcaster and other authorised third parties as further detailed on our website http://www.studiolambert.com/privacy.html

(i) any and all criminal convictions (spent and/or unspent) that you may have and all civil and criminal investigations and/or matters in which you may now be (or have previously been) in any way involved in or associated with, including the details of any instances in which you have been a witness or have been arrested (even if such arrest(s) did not lead to any criminal investigation, caution, charge, trial or conviction) and that you agree and consent to us applying to the Disclosure and Barring Service for a Basic Criminal Disclosure on your behalf as part of our general health and safety policy;

(ii) any past and/or pending act or conduct that may attract negative press or publicity (whether for you, us, the Broadcaster and/or the Programme) or that would or might in our and/or the Broadcaster’s opinion jeopardise or otherwise adversely affect the successful production, exhibition, exploitation, distribution, advertising, publicity and/or promotion of the Programme;

(e) your contribution will be original to you and will not be defamatory or unwarrantedly infringe the privacy of any person or party;

(f) you are committing to render your participation during the Production Period and failure to participate in the Programme on such dates shall be deemed to be a
fundamental breach of this Agreement. You understand that you shall only be allowed to withdraw from participation in the Programme in exceptional circumstances. If you do withdraw from participation in the Programme you agree that we may film the circumstances of your withdrawal or we may require you to explain the circumstances of your withdrawal on camera. Your participation is of a special, unique and extraordinary character and your failure to complete your participation in the Programme would cause us irreparable injury and damage;

(g) you will at all times promptly and faithfully comply with all reasonable requests and instructions given by our representatives/production team (including but not limited to all safety instructions) and you will willingly co-operate fully with us and all persons as we require;

(h) you will not, without our prior consent, voluntarily engage in any hazardous pursuit nor take any risk the taking of which would invalidate or affect any normal policy of insurance on your life or health effected in connection with the Programme or that might interfere with your participation in the Programme or the successful production, exhibition, distribution, exploitation, advertising, publicity and promotion of the Programme;

(i) you are not now, nor have at any time, been subject to or suffering from any physical or mental injury, ailment, allergy, incapacity, condition, symptoms, disease or indisposition which might be aggravated by or adversely affect your ability or suitability to participate in the Programme or which might affect other participants in the Programme and you agree to fully complete and return to us the ‘Statement of Health’ form as provided to you by us for insurance purposes. If required, you also agree to provide us with a letter from your GP confirming that you are in a good state of health and fit and able to participate in the Programme;

(j) due to the nature of the Programme, you authorise us to conduct physical and psychological assessments and/or examinations of you by qualified professionals nominated by us in connection with the Programme both prior to and during the Production Period. We will use the report and other information relating to these assessments and examinations for the purposes of ascertaining your suitability to participate in the Programme and any requests made by the Broadcaster or regulatory authorities or our professional advisors. We will arrange for any such assessments or examinations to take place at a time to be mutually agreed with you. You hereby give permission for any qualified professionals instructed by us to undertake assessments and/or examinations of you to contact your GP or any other relevant health professional to discuss any issues relevant to your suitability to participate in the Programme. Notwithstanding the foregoing you understand and acknowledge that you are solely responsible for determining whether you are physically and mentally able to participate in the Programme and that opinion of qualified professionals instructed by us to undertake assessments and/or examinations of you is not a substitute for your own judgement or that of your GP or your other health professionals. You acknowledge that all personal data covered by clauses 3.1(i) and (j) is special category data and you explicitly consent to us sharing with the Broadcaster and other authorised third parties as further detailed on our website http://www.studiolambert.com/privacy.html;
we shall have the right to investigate and review the validity and authenticity of any and all information you give to us about yourself (in any way that we may reasonably choose) and in the event that such investigation and/or review reveals any information that we feel may adversely affect your suitability to participate in the Programme, and/or may attract negative press or publicity (whether for you, us, the Broadcaster and/or the Programme) or that would or might in our and/or the Broadcaster’s opinion jeopardise or otherwise adversely affect the successful production, exhibition, exploitation, distribution, advertising, publicity and/or promotion of the Programme then we may, at our absolute discretion, discontinue your participation in the Programme;

you have provided identification in two (2) recognised forms (e.g. a passport and/or current driving licence);

at no time will you engage in behaviour which in any way: (i) endangers the safety of the other participants in the Programme and/or the crew; (ii) would or may adversely affect the successful production, exhibition, exploitation, distribution, advertising, publicity, promotion and/or advertising of the Programme; (iii) is illegal or causes damage to the property of us or a third party; or (iv) would or may bring the Programme, us and/or the Broadcaster into disrepute. For the avoidance of doubt you shall be removed from participating in the Programme should you become violent or abusive towards other any other contributor in the Programme and/or any of the crew at any time during the Production Period;

you will use best endeavours to assist us in obtaining permission to film your family and your friends as we may require;

neither you nor any other member of your immediate family (including without limitation your partner, whether co-habiting or not) are employed or engaged and have not previously been employed or engaged by any company within the All3 Media Group, Motion Content group or the Channel 4;

you will not incur any liability to any third party on our behalf nor represent that you are entitled to do so;

you have the right power and authority to enter into this Agreement and to grant the rights granted herein free from all restrictions and/or encumbrances of whatever nature and you are not a member of any performers’ union or otherwise subject to any collective bargaining agreement in any country; and

You acknowledge that the fees and any prize money due hereunder may affect your entitlement to any governmental benefits that you may otherwise be due to receive. If you are receiving benefits, we advise you to consult your benefit office for further clarification.

You agree to indemnify and keep us fully and effectively indemnified against all actions, costs, losses, claims and expenses of whatsoever kind or nature arising from any breach or non-performance or threatened breach or non-performance of any of the warranties, representations, undertakings or obligations on your part contained in this Agreement.
4. Rules

4.1 You warrant that you have read and will abide by the rules of the Programme set out in the Player Bible (“Rules”) at all time during the Production Period.

4.2 You acknowledge and agree that we have the right to add to or change the Rules at any time, and that it is solely within our discretion to decide how to deal with any unforeseen circumstances that are not addressed by the Rules. You agree to comply with our directions arising from our interpretation of the Rules and any unforeseen circumstances.

4.3 You agree not to dispute any decisions made by us in respect of the Rules, the competition and its operation, scores and the selection of the winner(s) and you agree and accept that our decision (whether editorial or otherwise) on any matter relating to the Programme including without limitation the quantum and allocation of the Prize shall be final. You acknowledge and agree that there will be no appeal against any such decisions and no correspondence will be entered into.

5. Other Television Appearances/ Roles/ Right of First Refusal

5.1 You have disclosed to us details of any previous television appearances, involvement in any television projects, and applications for participation in television programmes/projects by you.

5.2 You agree that you will not apply to or render services without our prior written consent (such consent to be given or withheld in our absolute discretion) in relation to any other audio visual programme, series and/or content from the period commencing on the date hereof until 6 months from the date of first transmission of the last episode of the Programme (“the Exclusivity Period”).

5.3 You agree that if during the Exclusivity Period, you wish to participate in any proposed audio visual programme, series and/or content not connected to the Programme then prior to entering into an arrangement to so participate you shall use all reasonable but commercially prudent endeavours to procure that we shall first be offered the right to produce such programme/series/content on such terms as shall be negotiated in good faith in accordance with UK television industry customary practice. Upon being offered the right to produce such programme/series/content we shall be afforded a period of 3 weeks to accept the offer to produce and a further 6 weeks upon such acceptance to negotiate the terms under which such production is to take place. Should such offer and/or such negotiation not result in us entering into an agreement to produce such programme(s) and you receive an offer to produce such programme(s) from a third party thereafter, you shall notify us and shall give us a 2 week period in which to agree to produce the programme(s) on no less favourable terms than those offered by such third party.

5.4 Insofar as you create or are involved in the origination of any new ideas or concepts for audio-visual programming or content during the Exclusivity Period, you agree that we shall have the first option and last matching right (as such expressions are understood in the television industry) to act as the producer of such programming.

5.5 Insofar as we discuss with you any of our own ideas and/or formats, any new ideas and/or formats for any new TV programmes, you agree that you will not make use of the same and such discussions shall be subject to the provisions of clause 10 below.
You agree that we shall have an exclusive and irrevocable option but not the obligation to require you to take part in any programme based on the Programme including without limitation any adaptations, prequels, sequels and spin-offs thereof and/or any further programmes connected to or derived therefrom (the "Further Programme Option"). The Further Programme Option may be exercised by us in writing at any time from the date hereof until 12 months after the first transmission of the last episode of the Programme. Upon exercise of the Further Programme Option you agree to participate in such further programme on substantially the same terms and conditions as this Agreement.

6. Rights

6.1 You agree to the recording and broadcasting of your contribution to the Programme (which for the avoidance of doubt shall also include your contribution which was recorded prior to the Production Period for the purpose of determining your suitability for Programme ("Casting Material")), and you hereby give all consents necessary for the reproduction, exhibition, exploitation, distribution, publicising, previewing, reviewing, advertising and promotion of your contribution without time limit throughout the universe by all means and media (whether now known or hereafter discovered or developed).

6.2 You hereby assign to us absolutely with full title guarantee the entire copyright and all other rights whatsoever (including without limitation any rental and lending rights and cable and satellite re-transmission rights) throughout the universe for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as possible, in perpetuity) and, to the extent relevant, by way of present assignment of future copyright, in the Programme, your contribution, the Casting Material and all the products of your services in relation to the Programme ("the Products").

6.3 You hereby irrevocably grants to us throughout the universe in perpetuity the right to and to authorise others to issue publicity concerning the Products and your services in connection with the Programme and to use your name, voice, biography and likeness and the Products in connection with the exhibition, exploitation and distribution of the Programme and/or the advertising, publicising and/or promotion of the Programme, the Broadcaster, the financiers and/or the distributors of the Programme by all means and media (whether now know or hereafter discovered or developed).

6.4 You recognise that we have the unlimited right to edit, copy, alter, add to, take from, adapt and/or translate the Products and the Programme and you hereby irrevocably and unconditionally waive the benefits of any provision of law known as "moral rights" or any similar laws of any jurisdiction in perpetuity.

6.5 You confirm that if you contribute any photographs and/or audio/audio-visual footage for use in the Programme, that you are the owner of the copyright and all rights in any such photographs and/or and you are entitled to grant us and do hereby grant us by way of a non-exclusive royalty free worldwide perpetual licence the right (but not the obligation) to include such photographs and/or footage in the Programme and associated publicity and accordingly to exhibit, exploit, distribute, advertise, publicise and promote such photographs and/or footage by all means and media (whether now known or hereafter discovered or developed). You agree that we have the unlimited right to edit, copy, alter, add to, take from, adapt and/or translate any such photographs and/or footage and shall
assist us in obtaining consent from any other individuals who may feature in the photographs and/or footage for use in connection with the Programme.

6.6 You shall do all such acts and execute such documents as we may reasonably require at our expense to vest in or confirm to us or our successors in title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by you to us under this agreement.

7. Access Agreement

7.1 You hereby grant to us (and warrant that you are entitled to grant to us) the right during the Production Period on dates and times to be mutually agreed to enter your home at the above address (“the Premises”) and to film, photograph and record all or any part of the interior, the exterior and the contents of the Premises and to bring onto/into the Premises such persons and equipment as we deem necessary for the filming and recording in relation to the Programme.

8. Data Protection

8.1 By necessity we will process your personal data, including your image and voice, as part of producing the Programme. We will do so in accordance with all relevant data protection law and you can find out more information about how we process your personal data on our website http://www.studiolambert.com/privacy.html

9. Liability

9.1 We shall not be under any liability either directly or indirectly in respect of:

(a) any loss or damage to your property or possessions whilst in transit to or whilst at places where you render services under this Agreement, except to such extent, if at all, as we may be able to enforce a claim for indemnity against a third party or under any policy of insurance effected by us;

(b) any death, injury (including emotional damage) or ailment of any kind arising out of or in the course of your participation hereunder, except to such extent, if at all, as the same is due to our negligence;

(c) any loss of earnings or any other financial loss resulting from your participation in the Programme or otherwise;

(d) any claim for loss of publicity or opportunity to enhance your reputation even if we delay or abandon production or exhibition or exploitation of the Programme or the use of your participation in the Programme notwithstanding that we may have advertised the same.

10. Confidentiality

10.1 You agree that you will not at any time make communicate in any way with or any disclosure (directly or indirectly) or supply any information (including any photographs and video footage) or make any statement or comment to the public or any third party (including the press or other media) in any form whatsoever (including for the avoidance
of doubt by way of any website, blog/vlog and any social media platform (e.g. Twitter, Facebook, YouTube, Instagram) in relation to: (i) this Agreement and any matter arising under this Agreement; (ii) any matter whatsoever in relation to the Programme including without limitation your participation therein; (iii) the affairs of us and/or the Broadcaster; (iv) the contents of any and all agreements, correspondence and/or conversations between you and us; and/or (v) the location of the Location; without our prior written consent (save as such information may already be legitimately in the public domain or as required by law). You further agree not to make any derogatory or critical comments or statements (whether orally or in writing) about the Programme, us and/or the Broadcaster.

11. **Press and Publicity**

11.1 You agree to co-operate with us and to allow us and those authorised by us (including without limitation the Broadcaster and any commercial sponsors/advertisers associated with the Programme) to interview, record, film and photograph you as may reasonably be required for publicity, promotion and advertising purposes (including but not limited to photoshoots, press launches, supervised magazine and newspaper interviews, television and other guest appearances, supervised online chats and interviews, trails and voice over recordings for use by any means and media, whether now known or hereafter invented throughout the world without time limit) for a period commencing on the date of this Agreement and expiring 6 months after first transmission of the last episode of the Programme (subject to your prior professional commitments). You agree to undertake such publicity, promotional and advertising work for no additional compensation, save for reasonable pre-approved out-of-pocket expenses.

11.2 You agree that if you or your family or friends are approached at any time by any third party and/or the press (or your family is or your friends are so approached during your residence at the Location) requesting interviews or information in relation to the Programme, you hereby agree to: (i) observe the confidentiality provisions contained in clause 10 above; and (ii) immediately inform us of such approach; and (iii) give such third parties our contact details and pass to us the contact details of such third parties; and (iv) comply with our instructions and ensure that your family or friends shall comply with our instructions. You agree not to and shall ensure your family does not and your friends do not take part in any form of press interview, any other television programme, any radio interview or any form of audio or audio/visual content or publication without our prior written consent or unless such interview, programme, content or publication is arranged or approved in advance and in writing by us.

12. **Suspension and Termination**

12.1 In the event that we are unable to carry out filming, recording and/or broadcasting/exhibition due to an event beyond our reasonable control ("**Force Majeure**"), which shall be entitled to suspend your participation under this Agreement and the Production Period will continue after the suspension ends (unless it ends by termination of this Agreement) for the length of time unexpired when the suspension began.

12.2 We shall have the right at our absolute discretion exercisable at anytime and for any reason to terminate your participation in the Programme. You acknowledge and agree that our decision in this regard is final.
12.3 Notwithstanding termination or suspension of this agreement for whatever reason:

(a) each party will remain entitled to enforce any claim against the other party or parties arising from any breach of this Agreement that may have occurred before termination; and

(b) we will remain entitled to all rights granted or assigned to us under this Agreement.

12.4 The provisions of Clauses 5, 6, 8, 9, 10 and 11.2 shall survive termination, suspension or expiry of this Agreement.

13. Diversity

13.1 Broadcasters and Creative Diversity Network (CDN) are monitoring diversity on UK television through Diamond. They have a legitimate interest in collecting diversity information about our industry, and if you provide us with your name and email address we will enter this in a system called Silvermouse and you will be invited to provide your diversity characteristics. The broadcasters and CDN, as data controllers, are responsible for this data and will retain your name and email address for this purpose in Silvermouse for as long as diversity is monitored by them. They also collect information about how viewers might perceive diversity on screen. Further information about Diamond can be found here: http://creativediversitynetwork.com/diamond/contributors/.

14. General

14.1 We shall be entitled to assign license or sublicense the benefit of this Agreement to any third party.

14.2 In the event of a dispute between the parties or a breach by us of any of our obligations to you or pursuant to statute law or common law, your rights and remedies (if any) shall be to recover damages in an action at law and in no event shall you be entitled to enjoin or restrain the production, distribution, exhibition, promotion, publicity, advertising or exploitation of the Programme.

14.3 No failure or delay by us in exercising any right power or privilege under this Agreement shall operate as a waiver of that right nor shall any single or partial exercise by any of them of any right power or privilege preclude any further exercise of that right or the exercise of any other right power or privilege. All rights and remedies herein provided are cumulative and exclusive of any rights and remedies provided by law.

14.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and that no term or condition of this Agreement shall confer or shall be construed as conferring any right on any third party save for the Broadcaster.

14.5 If any provision of this agreement shall be held by any court or other body of competent jurisdiction to be invalid or unenforceable (whether in whole or in part) for the invalidity or unenforceability of such provision shall not affect the remaining provisions of this agreement which will remain in full force and effect.
14.6 This Agreement sets out the entire agreement between the parties at the date hereof relating to your services in connection with the Programme and supersedes any prior agreements or arrangements (whether oral or in writing) between the parties. This Agreement can only be modified by a written instrument signed by both parties.

14.7 We and the Broadcaster shall have no obligation to you to produce, exhibit, exploit, distribute, publicise, promote and/or advertise the Programme or to include any of your contribution in the Programme (or any other programme) or to exhibit, exploit, distribute, publicise, promote and/or advertise the same.

14.8 You agree to render your services for such hours as are necessary to fulfil your obligations under this Agreement and you accept that this may involve rendering services for an average of more than 48 hours per week. If the Working Time Regulations 1998 ("the Regulations") apply to this Agreement, you agree that (i) the maximum weekly working time specified in Regulation 4 of the Regulations shall not apply to this Agreement (ii) this clause constitutes an agreement in writing for the purposes of Regulation 5 of the Regulations, and (iii) you shall be entitled to terminate such agreement by giving to us 3 months’ notice in writing.

14.9 The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are fully binding with the same legal effect and admissibility as hand-written signatures.

14.10 This Agreement shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Please ensure that you have read and fully understand the above obligations before you sign this letter.

Yours sincerely, 

Read and agreed by

.............................................................

for and on behalf of

[INSERT]

Studio Lambert Associates Limited
THE CIRCLE: CONTRIBUTOR WELFARE SUMMARY

Studio Lambert understands that along with the benefits of appearing on a reality TV show there are pressures which will affect some contributors.

We will aim to select contributors who are able to cope with the process and we will aim to prepare them for the potential impact, both positive and negative, of participating in “The Circle”. We are committed to providing industry best practice care throughout the series and after the series ends.

We are currently discussing with Channel 4 the welfare plan for series 2 and in particular the ongoing aftercare after production ends. Whilst the series 2 welfare plan is not yet finalized, below is a summary of the key elements.

PRE-FILMING

• Studio Lambert will carry out thorough background checks for all contributors.

• GP letters will be requested for all contributors and contributors will be asked to complete a Health Disclosure Form detailing any health conditions, recent injuries, allergies, dietary requirements and medication.

• A Family and Friends reference will be compiled by a casting producer. This is a call to one referee which forms a character assessment as well as a chance for the referee to raise any concerns they have about the contributor taking part in the show.

• Additional checks will be carried out where appropriate and with the contributor’s consent in relation to any concerns raised about appropriateness to take part in the series.

• All contributors will receive an assessment with a Psychiatrist.

• All contributors will have a thorough face to face discussion with Executive Producers about the positives and negatives that may be experienced in taking part in the series. They will be reminded of the negative press and negative attention on social media that they may receive. Their expectations of possible careers based on their fame from the series will also be managed.

• The Contributor Agreement will be sent to the contributor in advance and a cool off period will be provided for ahead of filming.

DURING PRODUCTION

• A dedicated welfare team is part of the production and they are trained in Mental Health First Aid and are dedicated to the contributor’s wellbeing throughout the whole process. There are daily welfare meetings throughout production and welfare logs are kept for all contributors detailing their food intake, exercise, sleep and general wellbeing.
• Gallery and Floor producers are trained by the Psychological Therapist to recognise the signs of emotional distress and referral procedures are in place where there are any concerns.

• A Psychological Therapist or Psychologist will be on location during the shooting period and on call out of hours. We also have an onsite medic on location for 10 hours a day. Out of hours there is a medic on call.

**POST PRODUCTION**

On leaving the show, each contributor will meet with the Executive Producers to discuss their experience and they will be made aware of any negative press stories about them. They will stay for a short period of time with a member of the casting team until the show featuring their exit is aired. Each contributor will also have a meeting with the Psychological Therapist within 24 hours of leaving.

Our PR agency will work with each contributor to help manage their expectations of a media career post show whilst also helping them maximise their earning potential in their small window of opportunity. They will offer PR advice including reputable agent recommendations and key pointers with regards to press and personal appearances.

Contributors will also be given advice in relation to dealing with attention on social media.

Contributors will have regular weekly contact with Casting Executives following their appearance on the show and the Casting Executives will be maintain proactive contact with the Contributors for at least 12 months after the show. Further sessions with a Psychological Therapist or Psychologist will also be offered to each contributor after the show.
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