



Awarding funds from
THE NATIONAL LOTTERY®

BFI 2022 – SUPPORTING UK FILM

Film Digitisation Fund
Guidelines for Applicants
Significant Collections

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1. INTRODUCTION AND SCHEME OUTLINE

Thank you for your interest in the BFI's 2022 Film Heritage Digitisation Fund. Within the BFI plan 2017-2022 we have allocated a fund of up to £500,000 over a one year period for the digitisation of film. This programme has been made possible through an award of National Lottery funding to the BFI.

BFI 2022 outlines our ambitions for future audiences, future learning and skills and future talent. We believe that everyone, everywhere in the UK should have the opportunity to enjoy and learn from the richest and most diverse range of British and international filmmaking, past, present and future.

Within Future Audiences we have stated 3 objectives to deliver great filmmaking to audiences across the UK:

- To offer a rich cultural programme
- To engage young audiences across the UK and keep them for life
- To ensure that everyone, everywhere in the UK will be able to enjoy more of the UK's moving image heritage.

To help achieve these objectives and build on the success of the Unlocking Film Heritage programme, subject to final funding approval the BFI has established a small scale Film Digitisation Fund as part of the 2022 strategy.

Through film digitisation we seek to ensure that UK audiences, researchers, young people and other users can access and enjoy their screen heritage, regardless of where they live or where that heritage is held.

In turn, this will help ensure that the UK's screen heritage is safeguarded for future generations and is widely available for learning and enjoyment.

The Unlocking Film Heritage programme resulted in an unprecedented expansion of audiences for our rich film heritage. There have been over 20million views of newly digitised archive material through the Britain on Film programme since it launched, through BFI Player and on social networks.

1.1 CONTRIBUTION TO THE BFI 2022 OBJECTIVES

The Film Digitisation fund will deliver against the BFI 2022 Measures of Success, notably the following:

- Increased diversity of audiences of BFI supported activities.
- Increased Participation of 16-30 year olds across all BFI activities and funded Programmes.
- Increased access to the BFI National Film Archive and those of the regions and nations.
- Further conserved and digitised the most at risk materials (of the Regional and National archives)

Successful recipients of funding will be required to capture data and information to enable them to report against these measures of success as outlined above. The BFI will provide a (KPI) reporting template to assist with reporting.

THE FILM DIGITISATION FUND

The fund will support digitisation of titles originated on film that have not been digitised or widely seen in decades. These can include films from 1895 onwards and comprise documentaries, amateur films, news films, films originally designed as public records, political films, sponsored and industrial films, advertisements, feature films, short fiction, animation, artists' moving image and TV programmes.

To maximise audience appeal for on-line viewing we are keen to prioritise shorter films. We will therefore give **strong priority to applications that include higher volumes of titles below 15 minutes in length.**

We will support the digitisation of films that:

- will appeal to new and diverse audiences
- reflect and are relevant to the diversity of contemporary Britain
- represent and relate to all areas of the UK
- are currently largely unknown/unseen
- support educational priorities
- enable marketing through stories that address a wide range of communities
- are geo-tagged and provide new content to the Britain on Film map on BFI Player.

2.2 DIVERSITY AND ENGAGEMENT

The BFI believes everybody in the UK should have opportunities to engage with film – whether watching, making or learning about it. The UK is a vibrant and diverse society and our film sector should celebrate and reflect this fully. Voices from all backgrounds will help appeal to wider audiences, and encourage more people to engage with film – both as viewers and filmmakers.

Above all, we want to encourage audiences to watch archive films by selecting titles that are compelling, intriguing and relevant. Watchability is important. We want to work in partnership with applicants to identify films with which the public can engage.

Diversity in audiences relates both to the diversity of the audiences themselves, and to the diversity of the content they watch. Therefore, the BFI 2022 Film Digitisation Fund has a role in ensuring that the films digitised reflect the richness of the diversity in the UK population.

2.3 ACCESSIBILITY

The newly digitised films must be easily accessible by audiences anywhere in the UK. A minimum requirement will be that the material is made available on a non-exclusive basis on the BFI Player. We welcome applications which offer the greatest volume of content available for non-commercial distribution on other digital platforms such as the BFI's YouTube and social media accounts. We also want to engage young audiences in the films through the opportunity of creative re-use, so also welcome applications that include the greatest volume of material for which this is possible. We will also be looking for applications that include plans to make material available accessible to audiences regionally and locally through Regional or National Film Archives or in partnership with the BFI FAN network.

2. HOW MUCH IS AVAILABLE?

Up to £500,000 is available.

The minimum level of application is £5,000

We anticipate that the competition for funding may be high and applications may not be funded at the level requested. For guidance we would not expect a single application to exceed £50,000.

Technical costs should be based on the Film Digitisation Fund Rate Card based on originating format, run time and deliverables output. [Document supplied separately]

3. TIMETABLE FOR APPLICATIONS

- Digitisation Fund Guidelines
 - Published 22nd February 2017
 - Application deadline 12noon on 22nd March 2017
 - Grant funding confirmed 10th April 2017

4. WHO CAN APPLY?

The fund is open to Significant Screen Heritage collections as listed in Appendix D. These public, non-profit making, charitable organisations' collections were identified as 'Significant Screen Heritage Collections' as part of the Screen Heritage UK programme. Each collection was assessed against key 'significance' criteria by an expert panel and ratified by the Screen Heritage UK Board in March 2010.

Applications must be made through lead organisations as listed in Appendix D but can include material from the breadth of significant collections where appropriate.

5. WHAT YOU CAN APPLY FOR

The fund will support the technical and certain operational support costs of digitisation. All titles must meet the requirements of the Britain on Film Curatorial theme and include a geo-tag to ensure display on the Britain on Film Map on BFI Player [see Appendix A].

Priority will be given to titles up to a maximum length of 15 minutes.

The maximum run time for mute films i.e. no sound or music is 10 minutes

6.1 Technical costs

Technical costs include but are not limited to: scanning; audio transfer; picture clean-up (dirt busting); grading; creation of Digital Cinema Package (DCP) (where Theatrical exploitation is proposed); creation of ProRes 4:2:2 HQ mezzanine HD files for creating transcodes; M-peg4 viewing proxy files and the production of LTO5 data tapes containing these deliverables for disaster recovery preservation and storage.

Cost should be based on and not exceed the Technical Rate Card supplied with these guidelines. [On request]. These rates form the basis for all technical costs for the UFH project and should be

used as the basis for applications to this fund. Funding requested cannot exceed the Rate Card costs, and the minimum technical delivery requirements must be achieved [see Appendix C].

6.2 OPERATIONAL SUPPORT COSTS

It is also possible to apply for support to cover certain ancillary costs not included in the digitisation rate card. This includes but is not limited to: film preparation to repair sprockets or splices; add leader; cleaning; creation of descriptive and technical metadata, including requirements for the National Catalogue; EIDR registration and writing of the required synopsis for BFI player. See the UFH Universal Rate Card under other costs.

Applications can include requests to digitise regionally relevant¹ material held in the BFI National Archive (although this should be undertaken in consultation with BFI curators). The costs of digitising any such material should be included within your application. In order for you to be able to subsequently use the material for cultural and educational purposes, excluding any commercial exploitation, the BFI will grant the applicant a licence where rights are controlled by the BFI.

6.3 WHAT CANNOT BE FUNDED

The fund cannot cover costs associated with:

- Content that does not match the Britain on Film curatorial theme
- Digitising material **originated** on tape or any non-film format
- Digitising material that already exists in data file format²
- Digitising non-British film³
- Any third party permissions and payments associated with rights clearances
- Any distribution costs including but not limited to re-certification by the British Board of Film Classification (BBFC)
- Content that is already published on a publicly available website⁴
- “Retrospective” digitisation (i.e. to cover costs already incurred) or work that has already started
- Costs of any capital expenditure

¹ In this instance regionally includes the nations of the UK

² Where poor quality digital files or incorrect transfers of culturally important material have occurred (e.g. incorrect speed, aspect ratio) an exceptional case can be made to re-digitise from digital tape or master source.

³ In exceptional circumstances consideration will be given to costs associated with digitising important cultural films uniquely held in one of the national or regional public archives (e.g. significant material relating to World War 1).

⁴ In exceptional circumstances – where material exists in digital file format that can make a strong contribution to the curatorial themes - consideration will be given to funding file transcode costs

6. PARTNERSHIP FUNDING

Value for money will constitute an element of the assessment process and applications showing partnership funding (in cash or kind) will be favourably considered.

7. RIGHTS

The BFI is seeking to preserve and make the UK's rich screen heritage widely available to audiences through the UFH programme. Our aim is that the digitised content is accessible by the public in the UK via the BFI's VoD platform, BFI Player, as well as its online and offline partnered non-commercial educational projects.

It will be a condition of funding that successful applicants grant a licence to the BFI to use the materials as outlined below. It will be the applicant's responsibility to ensure that all clearances necessary for such exploitation of the digitised content have been obtained. Particular attention is drawn to any Television/ documentary content selected, and applicants are directed to ensure that 3rd party rights (e.g. use of 3rd party footage; art works; etc.) are cleared.

Where possible we are also seeking additional rights to cover non-commercial repurposing for creative use.

8.1 BFI PLAYER

The BFI will require a non-exclusive licence for the free video-on-demand/ download rights for the purpose of featuring the material on the BFI Player platform (and/or any similar service offered by the BFI at a future date), throughout the UK and Eire and for a period of two years from the earlier of (a) the date the content is first made available on the BFI Player, or (b) one year following the creation of the digitised content.

Following this initial two-year period, the licence period will be extended on a rolling basis until (a) ten years have elapsed from the creation of the digitised content, or (b) three months have elapsed from notice by either party of their wish to terminate, whichever occurs earliest: provided that in any event where the applicant retains the appropriate rights to authorise exploitation on BFI Player but has not made the digitised content available via any channels other than BFI Player, the applicant may not exercise its right to terminate.

8.2 Non-commercial educational use

The successful applicant will grant the BFI the following rights throughout the UK and Eire for a period of ten years from the creation of the UFH digitised content in each case:

Online educational: streaming extracts totalling no more than twelve minutes in duration in a non-downloadable form accessible to users via any online educational resource provided by and for the BFI.

Onsite use: providing the content on demand via viewing terminals and/or via secure wireless connections (including but not limited to secure Wi-Fi networks and Bluetooth connections) for access by individuals or small groups within or in immediate proximity to any BFI endorsed facility, and screening the content to non-paying audiences in screening spaces on BFI premises.

8.3 Promotional use

The applicant will further grant the BFI the right to use artwork, stills and trailers together with excerpts from the UFH digitised content (not exceeding three minutes or 10% of the running time of the Title whichever is shorter) for the purpose of promoting the UFH programme, the BFI Player, and the BFI's educational projects, throughout the world and for a period of ten years from the creation of such digitised content.

8. THE NATIONAL CATALOGUE

The BFI is creating a National Catalogue that will centralise the knowledge base on British film and offer a definitive statement of our national filmography.

In Phase One of this project, the BFI is creating a list of all theatrically released, feature-length films produced in the UK since the start of film production. They will be registered as unique works in the Entertainment Identifier Registry (EIDR).

Every title selected for digitisation will be part of the National Catalogue. Assistance will be provided to support this task [See UFH Technical Guidelines and Deliverables Appendix C].

9. DELIVERY

All digitised content must be completed and delivered to the BFI no later than March 2018, or earlier where indicated in the delivery schedule you submit with your application [A delivery schedule will be agreed at contract stage.] Failure to deliver to a mutually agreed deadline may result in refusal to pay expended digitisation or any other costs.

10. HOW TO APPLY

11.1 Timetable for applications

Applications can be made at any time from the launch of the BFI 2022 Digitisation Fund up to the closing deadline of 12 noon 22nd March 2017

11.2 The application process

Please read these guidelines carefully. Contact the Unlocking Film Heritage team (via email ufh@bfi.org.uk) if anything is unclear.

There are a number of important documents supporting these guidelines including the UFH Technical Standards and Deliverables, Rights and Recoupment, Technical Rate Card and list of Significant Collections. These are included with these guidelines. Please ensure that you read ALL these documents carefully.

You need to complete 4 documents in order to make your application:

- 1- **Application Form** (this is an online document)
- 2- **Title Information Sheet** -giving us information on the titles you want to digitise. (A template is provided. You need to upload this document with your application)

- 3- **Application Support Document** – giving us information on the questions outlined in 11.3 below. (A template is provided. You need to upload this document with your application)
- 4- **Risk Register** – describing any risks associated with the project and your mitigation plans . (A template is provided. You need to upload this document with your application)

All applicants must complete the online application available on the BFI website www.bfi.org.uk/ufhfund. You will also find the required templates for supporting documents on this web page.

Attach all relevant additional documents i.e. documents 2,3 and 4 listed above. Please make sure you include everything that we ask for but do not include any other documents. If we need further information to help us assess your application we will contact you.

When first using the on-line application you will need to create an account which allows applications to be saved and reviewed before submission. Once the account is set up future applications will be pre-populated with your contact details. Logging in to your account allows you to access your in-progress or submitted application.

11.3 The proposal

Your application should describe the content that you are proposing for digitisation. It should include sufficient detail to inform and guide the selection panel and should show how this material meets the Britain on Film theme and is likely to appeal to and engage audiences.

Your **Application Support Document** and **Title Information Sheet** should cover the questions set out below:

A. Content Description

- A detailed list of the films that you are requesting funding to digitise (Title Sheet)
- A brief narrative summary outlining the overall approach behind your selections with reference to the Britain on Film curatorial theme

B. Diversity

- A description showing how you have considered diversity issues in making your selections – giving specific examples.

C. Exhibition and Audience Plans

- A brief description of your plans to show this material to audiences in your area– you will be asked to provide reports and audience statistics.

D Technical Standards

- Confirmation that you are able to meet the minimum UFH technical standards detailing any changes you are proposing from Round One (if applicable)

E Risk Assessment

- A risk assessment covering project delivery and rights clearances (Risk Register template)

11.4 Attachments

Please see below the list of attachments which should accompany your application.

- **Title Information Sheet** - A template is provided for this.
- **Application Support Document** – pro-forma questions are provided
- **Risk Register** - a template is provided for this.

11. WHAT HAPPENS NEXT?

12.1 Acknowledgement

When you submit your completed application, you will receive an automated response to confirm it has been received.

The BFI will then confirm by email that the application has been received, and provide the unique reference number (URN) that has been assigned to it.

The BFI will also check your application for eligibility. If it fails to satisfy any of the eligibility criteria your application may be rejected and you will be notified in writing.

12.2 Assessment

Each application will be assessed against the criteria listed below.

Public and cultural value

- Strength of material selected
- Contribution to curatorial themes is strong and clearly articulated

Diversity

- Content reflects the diversity of the UK

Rights

- Content available for licence to BFI for BFI Player, educational and promotional use
- Content not available to licence for BFI Player but application includes strong plan for distribution in other media
- Percentage of content available for repurposing for non-commercial creative re-use.
- Risks and mitigation in terms of rights clearances well considered

Strength of Project Delivery and Management

- Risk assessment and mitigation well considered

Technical standards and quality assurance

- Application shows ability to meet UFH Technical standards
- Quality assurance processes in place

Strength of financial plan

- Budget in line with Framework rate card

Exhibition plan/audience reach

- Application includes evidence of wider audience reach for digitised content

12.3 Offer of funding

If you are successful in your application we will send out an Offer of Funding setting out the terms and conditions attached to this funding. This Offer of Funding will contain, at a minimum, the following terms and conditions:

12.4 Rights agreement

This will be agreed in line with the Rights and Recoupment terms outlined in Appendix C.

12.5 Term of funding grant

Up to March 2018 or earlier as appropriate in the timeline set out in your application.

12.6 Payment of the grant

The grant will be provided in instalments (to include a holdback until delivery of the final digital assets).

12.7 Branding

The BFI will issue Branding Guidelines to successful applicants and will require acknowledgement of the award and use of a logo (as supplied by the BFI) on all publicity materials issued in respect of the project.

12.8 Other conditions

The Offer of Funding may be terminated and any funding already advanced may be required to be repaid in the event that any of the requirements set out in these guidelines are breached.

Any grant must be used exclusively for the purpose for which it was requested as set out in your Application.

12. QUESTIONS AND GETTING IN TOUCH

If you then require further information you can get in touch with us via the contact form on the website or email us on:

ufh@bfi.org.uk

Our postal address is:

Unlocking Film Heritage

BFI 2022 Digitisation Fund

BFI

21 Stephen Street

London W1T 1LN

14.1 APPENDIX A – Britain on Film

What content can be funded?

Britain on Film is a major project from the BFI National Archive, Regional and National Archives and rights holders from across the UK that reveals new and unseen stories of our lives through the history of film. It has provided unprecedented online access to our, mostly unseen, screen heritage reaching audiences in excess of 20million online and through social media.

This Film Digitisation fund will support the digitisation of material originating on film that expands *Britain on Film* content that reflects the places and people of Britain. Everyone has an engagement with the places that help to tell their own story: where they were born; where they went to school; where they worked; where their parents and grandparents lived; where they went on holiday; where they live now. *Britain on Film* enables people throughout the UK to find films that allow them to explore the places that relate to their own personal histories.

You can apply for funding to digitise films that meet the Britain on Film curatorial theme. They must be geo-tagged for inclusion on the BFI Player Britain on Film map.

Films submitted for digitisation should all contain a strong sense of place – streets, countryside, landmarks, a church, a factory. Many will be instantly recognisable to thousands of people. Or maybe the location has changed beyond all recognition and the film transforms our understanding of somewhere we thought we knew. Or maybe it's a remote, but evocative spot, known to only a handful of people.

What are we looking for?

Your application should include films that create a strong sense of place; films that are instantly evocative of a place; films that show locations that have remained unchanged or are wholly transformed. We are particularly keen to include films that explore people's lives in a particular location. Wherever possible, we are looking for films that contain strong human interest stories – i.e. featuring people with whom audiences will engage.

Priority will be given to:

- films that cover areas not well represented on the map or that particularly enhance or enrich the representation of places already covered.
- titles that are less than 15 minutes long
- titles that appeal to or enhance representation of young audiences and that reflect the diversity of UK audiences and communities
- applications that give strong consideration to wider audience reach beyond BFI Player
- applications that include some films that are approximately one minute (but no less than 30 seconds)

Audience appeal

We are keen to build on the success of Britain on Film to date and encourage applicants to consider some of the themes or subject areas that have been popular with audiences. We recognise that some of this success has been organic but of note themes that have attracted high audience and viewing figures include:

- Portraits or tours of towns / areas that show a range of locations (e.g. Scenes from the Northern Ireland Tourist Board, Glasgow Gets to Work, Chichester Tour.)
- Markets and communal areas (e.g. Bull Ring Shopping Centre, Portsmouth's Charlotte Street Market)
- Films about new towns (Milton Keynes, Telford, Stevenage etc.)
- Films that reflect a variety of cultural groups - Teddy boys, Mods / Rockers, Skinhead, Hippies, Glam Rockers, Northern Soul, Bikers
- Films that may reflect 'retro lifestyles' - "How we used to..."
- Films from later dates – late 60's to 80's

Audience reach

Applications that give strong consideration to wider audience reach and imaginative use of the digitised titles will be prioritised. This may be either by the applicant archive or with their partner organisations, including Film Audience Network partners.

14.2 APPENDIX B - UFH Rights Agreement

UFH Rights Terms

1. Definitions

“Additional Material” means promotional and production material relating to the Titles such as but not limited to trailers, stills, production artwork, props or other physical materials appearing in or used for the Titles, cast and crew biographies, production notes, metadata, costume designs, font designs or graphic designs, and the names, likenesses, voices, gestures or other characteristics of artists in their roles in the Titles.

“Confidential Information” means any and all technical, financial or other information (whether in oral, written, or electronic form) imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other’s business, finance or technology, know-how and other intellectual property, assets, strategy, transactions, processes, products and customers, including without limitation information relating to manufacturing or other processes, management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that party.

“Device” means any reception and/or communication and/or playback device now known or hereafter devised capable of receiving and displaying audio-visual content (whether by itself or in combination with any other device) including without limitation televisions, personal computers, tablet computing devices, mobile phones, set-top boxes, internet-connected televisions, computer games consoles and handheld gaming devices.

“Digitised Materials” means the digitised transfers of the Titles (and, where applicable, Additional Materials) created under the UFH programme.

“Educational Rights” means the right to make a moving-image work available on a non-commercial educational basis by (a) streaming extracts totalling no more than twelve (12) minutes in a non-downloadable form accessible to users on any Device via any online educational resource provided by the BFI and/or (b) making available on-demand via viewing terminals and/or via secure wireless connection (including but not limited to secure Wi-Fi networks and Bluetooth connections) to users’ Devices for access by individuals or small groups within or in immediate proximity to any BFI endorsed facility and/or (c) screening to non-paying audiences in screening spaces on BFI premises.

“Exploitation Date” means in relation to each Title the earlier of: (a) the date Digitised Materials of that Title have been made available on the Service by the BFI; or (b) one (1) year following the start of the Term.

“Extension Period” means in relation to each Title, the period starting at the expiry of the Initial Period and ending on the earlier of (a) three months from notice by either party of their wish to terminate such period or (b) the end of the Term; provided that, where the applicant retains the Free Video-on-Demand Rights but has not made the Digitised Content available via any channels other than the Service, the applicant may not exercise its option to terminate.

“Initial Period” means, in relation to each Title, the period starting on the Exploitation Date and ending two (2) years later.

“Service” means the BFI’s VoD content offering ‘BFI Player’ and/or any similar service offered by the BFI at a future date.

“Term” means in relation to each Title, ten (10) years from the date the Digitised Materials relating to the Title have been delivered to the BFI in accordance with the application terms.

“Territory” means the United Kingdom of Great Britain and Northern Ireland, Malta, Gibraltar, the Channel Islands, the Isle of Man and the Republic of Ireland.

“Titles” means the films the applicant is proposing for digitisation in its application to UFH.

“VOD Exploitation Period” means in relation to each Title, its Initial Period and its Extension Period together.

“UFH” means the Unlocking Film Heritage programme.

“UFH Investment” means all sums awarded by UFH for digitisation of the Titles.

“User Terms” means terms whereby users of the Service will have 48 hours to complete viewing a Title, to commence no later than 30 days following the user’s purchase.

“Video-on-Demand Rights” means the right to exploit a moving-image work via any of a variety of services (including those currently available and any subsequently developed) whereby it may be transmitted via any form of electronic transmission (including but not limited to the internet, wireless networks and wireless telephony) for reception, temporary storage and access on any Device and through which a user may view the exhibition of the moving-image work free of charge and at a time determined by the user (or as near thereto as then current technology permits), whether immediately or for temporary storage and viewing but excluding permanent retention.

2. Grant of Rights

2.1 The applicant grants the BFI the following rights in the Titles and Digitised Materials:

(a) the non-exclusive Free Video-on-Demand Rights throughout the Territory via the Service and during the VOD Exploitation Period; and

(b) the non-exclusive Educational Rights throughout the Territory during the Term.

2.2 The applicant further grants to the BFI the non-exclusive right to use and authorise the use of any of the Additional Materials and extracts from the Titles (in each case, whether in the form of the Digitised Materials or otherwise) in all media throughout the world during the Term for the purposes of advertising and promoting UFH, the Titles, the Service and the BFI’s educational projects.

2.3 For the avoidance of doubt the rights granted in the Titles the Digitised Materials and the Additional Materials include the right for the BFI to:

(a) use, copy, encode, encrypt, digitise, transcode, reformat, transmit, communicate, store (whether on a transient or permanent basis) and transfer to any of its technology partners, suppliers and other third parties located anywhere in the world, the Titles the Digitised Materials and the Additional Materials to the extent necessary for the operational delivery of the Service;

(b) make any cuts and/or edits to the Titles the Digitised Materials and the Additional Materials as may be required in relation to regulatory and/or censorship requirements, and/or preparation of dubbed or subtitled versions; and

(c) authorise any of its technology partners, suppliers and third parties to perform anywhere in the world any activities in respect of the Titles the Digitised Materials and Additional Materials to the extent required for the operational delivery of the Service (including without

limitation receiving, using, copying, encoding, encrypting, digitising, transcoding, reformatting, communicating and storing the Titles the Digitised Materials and Additional Materials).

6. General Distribution Terms

6.1 Except as explicitly set out in these terms, BFI shall determine in its sole discretion all aspects of the Service, including without limitation:

- (a) the editorial approach, design, look and feel of the Service;
- (b) any marketing and promotional content, sponsorship and advertising included on the Service;
- (c) all technical matters relating to the functionality, delivery and maintenance of the Service;
- (d) the terms and conditions for use of the Service.

7. Content Protection and Security

7.1 BFI will use industry-standard geo-filtering techniques, DRM technology and other mechanisms designed to ensure that:

- (a) viewing of the Titles via the Service is only available to users within the Territory;
- (b) unauthorised access to and/or copying or distribution of Titles offered via the Service is prevented.

8. Intellectual Property

8.1 BFI shall not acquire or be deemed to have acquired any ownership of any intellectual property rights in the Titles the Digitised Materials and the Additional Materials except to the extent licensed in this agreement.

8.2 To the extent the process (where performed by the BFI) of digitising the existing picture and (if applicable) sound elements of the Titles results in the creation of a new copyright work derived from the existing elements, BFI hereby assigns the copyright in any such work to the applicant.

8.3 The applicant shall not acquire or be deemed to have acquired ownership of any right, title or interest in the following:

- (a) the goodwill of BFI and its affiliates;
- (b) the Service including without limitation any content published on the Service (except the Titles and the Additional Materials), any technological means of delivering the Service, any information and data relating to the Service, including information relating to the exploitation of content on the Service and all information and data directly or indirectly relating to users of the Service including all personally identifiable information in relation to registration, viewing behaviour or purchasing.

9. Confidentiality

9.1 Each party agrees not to disclose the other's Confidential Information except:

- (a) where the other party consents in writing;
- (b) to its employees, officers, directors, agents, contractors, representatives or advisers to the extent such disclosure is necessary for carrying out its obligations and exploiting its rights under this agreement and provided that such persons are made aware of and comply with the obligations in this clause;
- (c) where it is or becomes part of the public domain through no fault of the recipient;
- (d) where it is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
- (e) where it is independently known to or developed by the recipient, without access to or use of such information;
- (f) where it is required by law, by court order or any governmental or regulatory authority; or
- (g) after two years have elapsed from the end of the Term.

9.2 Each party shall give notice to the other immediately on becoming aware of any unauthorised disclosure, misuse, theft, or loss of the other party's Confidential Information.

10. Suspension and Withdrawal

10.1 The applicant will have the right to withdraw a Title from distribution in the event that the applicant can reasonably demonstrate that:

- (a) there is a genuine claim or genuine threat of a claim that distribution of the Title may infringe the rights of a third party; or
- (b) the continued distribution of the Title violates or is likely to violate any applicable law, court order or government regulation in the Territory.

In such event, the applicant shall immediately notify BFI in writing specifying the Title to be withdrawn from the Service and BFI's educational projects and the reason for the withdrawal.

10.2 On receipt of the applicant's notice to withdraw a Title for the reasons specified in 10.1 above, the BFI will use reasonable endeavours to remove the affected Title from the Service and its educational channels within three (3) working days, provided that such removal shall only apply prospectively.

10.3 In the event of a Title being withdrawn from the Service at applicant's request pursuant to 10.1 and 10.2 above, applicant will within 30 days from the date of withdrawal reimburse BFI for all costs, expenses and liabilities incurred by BFI in removing the Title from the Service.

10.4 Following withdrawal the applicant will make its best efforts to remedy the matters preventing distribution of the affected Title. During this time the VOD Exploitation Period will be suspended. Once the applicant has resolved the issues preventing distribution as specified in 11.1 above, the applicant will immediately notify the BFI, at which point the BFI will resume exploiting its rights for the remainder of the VOD Exploitation Period as existed at the date of the applicant's withdrawal notice.

10.5 In the event that at the end of the Term the applicant has not been able to make arrangements for a resumption of distribution of the affected Title, the applicant will repay to the BFI any un-recouped balance of the UFH Investment.

10.6 For the avoidance of doubt nothing in this paragraph 10 diminishes BFI's rights in this agreement or reduces the applicant's liabilities in relation to its warranties and indemnity provided herein.

11. Warranties and Indemnity

11.1 The applicant warrants agrees and undertakes with BFI that:

(a) the applicant has the right to enter into and perform this agreement and to grant to the BFI all of the rights and licences granted in this agreement and has not entered into and shall not enter into any arrangement which conflicts with this agreement or which would inhibit the free and unrestricted exercise by the BFI of its rights pursuant to this agreement;

(b) the applicant is licensing the rights specified in paragraph 2 to the BFI and providing the Digitised Materials (where the Digitised Materials have been prepared under the control and supervision of the applicant rather than the BFI) to the BFI free and clear of all recording synchronisation mechanical dubbing re-dubbing sub-titling and all distribution royalties and any other payments whatsoever including without limitation any repeat and re-use fees and residuals (if any) and payments of any nature whatsoever arising under any agreement between the applicant and any third parties in connection with the production and delivery of the Titles the Additional Materials and the Digitised Materials or under any union and/or guild agreement;

(c) the Digitised Materials (where prepared under the control and supervision of the applicant rather than the BFI) are and will on delivery be in first-class condition, do not contain any computer virus, worm, Trojan horse or other malware, and comply with all advertising credit obligations to third parties connected with the Titles the Additional Material and Digitised Material;

(d) nothing contained in the Titles and the Additional Material infringes any right of copyright, performer's right, moral right, right of privacy, right of publicity or any other right whatever of any third party, or is obscene or defamatory;

(e) the applicant undertakes to indemnify the BFI and keep the BFI at all times fully indemnified from and against all actions proceedings claims demands costs (including without prejudice to the generality of this provision the legal costs of the BFI incurred on a solicitor and own client basis) awards and damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Licensor of any of the Licensor's undertakings warranties or obligations in this Clause 11.

12. General

12.1 This agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties.

12.2 This agreement does not create or imply the creation of any rights under the Contracts (Rights of Third Parties) Act 1999 (including any subsequent amendment) which are enforceable by any person who is not a party to the this agreement.

12.3 This agreement contains the entire understanding between the parties and any variation of or addition to or deletion from the provisions of this agreement shall not be effective unless the same has been reduced into writing and signed by or on behalf of the parties hereto by persons duly authorised.

12.4 This agreement shall be governed by and construed in accordance with the laws of England and Wales the courts of which shall be courts of competent jurisdiction.

14.3 APPENDIX C- UFH Technical Standards and Deliverables

Summary of technical standards and deliverables

Introduction

This document summarises the technical approach to film scanning, the delivery of digital file content and cataloguing required by the Unlocking Film Heritage (UFH) project.

Contents:

1. Technical standards for digitisation
2. Summary of deliverables
3. Descriptive metadata
4. Technical metadata

Sub Sections:

- A Framework rate card
- B LTO delivery – LTFS

1. Technical standards for digitisation

Image Digitisation Standard

The ambition for UFH is to scan film preferably at 2k 10 bit log/lin to create the best quality digital element affordable within the Programme. If 2k scanning is not achievable or practical then the ambition is to capture the data at the highest quality available, choosing a scanning method that best suits material type and condition, with 4:3 PAL SD being the minimum standard. For HD scanning, the preferred standard is 1080P, however a minimum standard of 720P is also acceptable. Correct running speed must be determined and identified within metadata for all transfers. For all film scanning, the original film image aperture should be captured.

Audio Standard

Digital sound files, derived from either optical or magnetic film tracks should be in .wav or broadcast .wav format as appropriate, at a minimum standard of 48kHz/24 bit, with 96kHz/24 bit being the preferred standard. Digital sound files made simultaneously with image scans can be in AIFF format as appropriate.

Mezzanine file standard

Finished files representing the scanned, conformed, dust-busted (where applicable) and graded film materials, in the original presentation aspect ratio, with accompanying synced audio (where applicable) should be presented for use within the BFI Player as a ProRes HQ file.

The first frame of the film should be the first frame of the finished file. Likewise, the last frame the film should be the final frame of the file.

Viewing file standard

MPEG4 HD h.264 viewing file created from the Mezzanine file. The file should be set for streaming at 5Mb/s.

Fixity file

All files for preservation within an archive should be supplied with accompanying fixity data e.g., MD5 checksum or hash value, provided at source.

MD5 file should be provided at the following level

DPX: At folder level (i.e. folder per reel)

ProRes 422: At file level

WAV: At file level

MD5 files should match either folder level or file level naming convention

2. Summary of deliverables

For clarity, the anticipated outputs for a given title chosen for the UFH project will be defined from the point of selection within two general categories: DCP and BFI Player only. The following lists define the essential deliverables preferably conveyed on LTO5 (reference **Section C** for LTFS file structure) with two copies for preservation purposes for each scenario:

DCP creation

- Film scan, preferably 2k 10 bit log .dpx files
(Scan capturing the full dynamic range without gamma applied)
- Preservation standard raw audio files (48k or 96k 24 bit .wav)
- Finished ProRes 4:2:2 HQ Mezzanine HD file
- Finished HD h.264 file @ 5Mb/s
- DCDM (to include final audio .wav files and the final image files as a 16 bit .tiff image sequence, in X, Y, Z colour space)
- Unencrypted DCP
(The DCP to be delivered on portable hard drive, such as the CRU drive)

BFI Player only deliverables

- Play-ready video – ProRes HQ format
- Trailer
- Metadata
- Editorial summaries
- Image thumbnail (JPG and PNG only)
- Subtitles closed captions (DFXP files only)

3. Descriptive metadata

EIDR⁵ is the key dependency in this area, as all titles selected for UFH workflow must be registered with EIDR. Therefore the core EIDR registration fields form the basis of the metadata requirements.

1) Title

- a) Article – supply where required, and capitalise Article – eg The not the, A not a
- b) Title (the template allows for two titles where two are required eg Red Shoes and Crimson Slippers)
- c) Title language – the language of the title text. *Not* the language of the film audio or subtitles.
- d) Title type:
 - i) Original: use for the title of a moving image work when first released or broadcast in the country of origin.
 - ii) Alternative: use for any title by which a moving image work is known other than the Original title
 - iii) Archive: use for any title supplied / constructed by the archivist / cataloguer where no formal title is available onscreen.

2) Work Type

Describes the *original intention* of the Work:

- a) Film – a work conceived to be projected (analogue or digital)
- b) Television – a work conceived for TV broadcast

3) Sound:

- a) Silent: use for works which were *produced as* silent, as opposed to works which are simply missing their audio component.
- b) Sound: for works which were *produced with sound*, as opposed to works which have had an audio component added after the fact – eg music added

4) Language – the language(s) of the film dialogue / subtitles / intertitles.

- a) Language – template allows you to select from list
- b) Usage – select from these options:
 - i) Dialogue (original)
 - ii) Dialogue (dubbed)
 - iii) Subtitles
 - iv) Intertitles

5) **Production Company** (optional) – where applicable, organisation or company under whose financial, technical and organisational management a work was made. Not applicable for some types of work, eg home movies.

6) Date

- a) Date - in ISO format, YYYY-MM-DD – eg 2013-06-01
- b) Type – from these options: Copyright, Release, Production, Television
- c) Precision – do not supply a Precision if date is exact, but where date is approximated or estimated, supply Precision: Circa

Date should be supplied to as fine a degree as possible, and must provide at least a year. Supply full date if known (YYYY-MM-DD). Where month is known but not day, default to 1st of month (YYYY-MM-01 eg 1955-08-01). Where year is known but not month or day, default to first of January (YYYY-01-01 eg 1937-01-01)

⁵ EIDR <http://eidr.org/>

The term released may have different meanings in different contexts. For example, for feature films it is the theatrical release date in the main country of origin; for non-theatrical works (eg home movies, industrial films), the year, month or date of first known screening.

If no other date is known, use the best estimated date of production.

7) **Country of Origin** - the country of the Production Company of the work (if known); otherwise, the country from which the bulk of work actually came.

Template allows you to select from list.

Assumption is that all submissions will originate from UK, so this may be moot. BFI will populate field with UK automatically if country not supplied.

8) **Approximate Duration**

- a) Minutes – supply 3 hours as 180 minutes
- b) Seconds – only supply where known accurately

For example: 90 minutes 35 seconds

9) **Regional Archive, Identifiers, URLs, description**

- a) Name: official name of supplying Archive – template allows you to select from list.
- b) Record ID: your own unique identifier for this work, from your own system
- c) Persistent URL: a persistent website address for the specific record in your web platform
- d) URL for website front page: a website address for your organisation
- e) Regional Archive Information: a text describing your archive (maximum 400 characters)

10) **Contributors**

- a) Director(s) – where known, Director(s) should be supplied, in form Secondname, Firstname (eg Powell, Michael)
- b) Cast – where known, cast / on-screen participants should be supplied, in form Secondname, Firstname (eg Grant, Cary)
- c) Sponsor – where known, Sponsor should be supplied. If individual, supply as Secondname, Firstname. If organisation, supply as displayed (eg British Gas).
- d) Others – where known, supply names and activities of other contributors, in form Secondname, Firstname. (eg McConnachie, Stephen). Enter the Activity (ie nature of their contribution to the film) – template allows you to select from list, or copy / paste from Activities sheet.

11) **Subject**

A keyword or keywords to indicate what the film is *about*. Eg *Town and country planning* or *Petroleum industry*. Select from supplied Subject list.

12) **Genre**

A keyword or keywords to characterise the general style of the work. Eg *Actuality Films* or *Amateur and Home Movies*. Select from supplied Genre list.

13) **Series Title (if part of a series)**

- a) Article – supply where required, and capitalise Article – eg The not the, A not a
- b) Title eg Story of Film
- c) Title language – the language of the title text. *Not* the language of the film audio or subtitles.
- d) Title type:

- i) Original: use for the title of a moving image work when first released or broadcast in the country of origin.
- ii) Alternative: use for any title by which a moving image work is known other than the Original title

14) Release or Distribution context of the supplied version

Description of the intended release or exhibition context of the version you are supplying. Select from these options:

- a) Theatrical - theatrical screening of the film in the country where the film was primarily produced
- b) Non-theatrical – release outside of mainstream commercial theatrical context, eg industrial film, medical film
- c) TV transmission – television broadcast
- d) Not for Release - not intended for formal release or exhibition, eg home movies and amateur films
- e) Unreleased - intended for release, but the release did not occur (or has not yet occurred)
- f) Pre-release – any version which predates a formal release or exhibition (for example: work prints, censorship or ratings submissions, rushes etc.)
- g) Unknown - use only when none of the above is considered suitable

15) Format

Description of physical format of source elements (eg 35mm Film, 16mm Film, 8mm Film)

16) Colour

Choose from three options:

- a) Colour
- b) B/W
- c) Colour and B/W

17) BFI Player text – three texts are required, to serve multiple BFI Player display requirements: caption, standfirst and content. In addition, an extended text can be supplied, adding context.

- a) Caption (Max 40 characters, around 6-7 words)
- b) Standfirst (Max 150 characters, around 20-25 words)
- c) Content (Max 400 characters, around 55-65 words)
- d) Optional Additional Context (Max 600 characters, around 80-100 words)

For detailed information on tone of voice and text specifications, please refer to the guide *Writing for the BFI Player*.

18) Geographic location

Where known, please supply the geographic location for the entire film, as described here.

NOTE: where it is preferred to state location for a specific timecode, please refer to section 20 below.

Locations should be selected from separate list - see Excel document *Geographic Locations*, available to download from this link:

https://drive.google.com/file/d/0B7YK_i-fjsX2VnByZFB1QmgwZWc/edit?usp=sharing

You can search (using Ctrl + F) / filter by place name, county, type, to find the desired location. There is a Google Maps URL provided on the lookup list, to enable you to confirm the location is correct - click to open the URL in a web browser.

Supply the ref from the location, in the Selections tab - that will enable the data import to establish a link to the correct geographic location in the BFI database.

19) Theme

Please supply the specific UFH theme illustrated by the entire film. Select from controlled list.

NOTE: where it is preferred to state theme for a specific timecode, please refer to section 20 below.

20) Timecoded section

Where it is desired to mark a particular timecoded section of the film for attention, this describes how to achieve that, and the constraints.

Explanation

It is possible to identify timecoded section(s) for three reasons:

- a) High quality: in other words, this section of the film is the best section, in the opinion of the supplying organisation, and should be privileged for playback on BFI Player
- b) Theme: this section can be used to illustrate a particular theme
- c) Geographic location: this section is filmed in this geographic location

Mechanism:

Suggest a combination of two fields for each case:

- a) Timecode (start and end) and Reason
- b) Timecode (start and end) and Theme
- c) Timecode (start and end) and Geographic Location

The timecode field should follow format hh:mm:ss:ff (frames). The second field should use controlled vocabulary from the theme list, or a location value meeting location spec below.

Examples:

Timecode start	Timecode end	Reason
00:05:26:04	00:07:35:13	Best section

Timecode start	Timecode end	Theme
00:05:26:04	00:07:35:13	Victorian
00:09:20:20	00:13:04:20	Cycling

Timecode start	Timecode end	Location
00:05:26:04	00:07:35:13	187587s
00:09:20:20	00:13:04:20	87539
00:20:17:09	00:23:00:00	17658

Locations should be selected from separate list - see Excel document *Geographic Locations*, available to download from this link:

https://drive.google.com/file/d/0B7YK_i-fjsX2VnByZFB1QmgwZWc/edit?usp=sharing

You can search (using Ctrl + F) / filter by place name, county, type, to find the desired location. There is a Google Maps URL provided on the lookup list, to enable you to confirm the location is correct - click to open the URL in a web browser.

Supply the ref from the location, in the Selections tab - that will enable the data import to establish a link to the correct geographic location in the BFI database.

4. Technical metadata & file naming

Technical metadata

Technical metadata is required for all files delivered, as listed above.

“It is to be expected that audio visual files will have sufficient Metadata embedded in them and/or associated with them to describe their Content to the production ... systems with which they will interact.”⁶

To maximise data workflow efficiency (automatic information extraction and import of metadata into desired system, thereby reducing the cataloguing challenge for each selected item) our strong preference for delivery of technical metadata is a separate discrete XML file or side-car XML file, but technical metadata can also be embedded in file headers or containers (e.g. mxf).

Full technical metadata specifications for DPX image scans, DCDM, DCP, ProRes HQ format and WAV, along with MPEG4 h.264 HD viewing file and user defined metadata, will be provided to successful applicants.

File naming

There is a required file naming convention for files produced within the UFH project. Full details will be provided to successful applicants.

Section A: Framework rate card

The Framework rate card presents a range of work routes (see separate worksheets) for simple calculation of costs. Each route includes a range of options:

- Web-based delivery (BFI player)
- DCP delivery
- Stock and other costs
- HD scan cost (where 2k is not viable)
- SD Telecine where appropriate

These routes are expandable within the MS Excel spread sheet (worksheet for each) for further details of each workflow:

- Route 1 - details digitisation costs when the source material is a Print (Silent or Combined) - 35mm / 16mm / 9.5mm / 8mm
- Route 2 - details digitisation costs when the source is either a BW or Colour Intermediate with Separate Sound - 35mm / 16mm / 9.5mm / 8mm
- It also details digitisation costs when the source is Original Negative either Silent or with Separate Sound - 35mm / 16mm / 9.5mm / 8mm
- Route 3 – For delivery through to DCP

⁶ Technical metadata as described within EBU Tech r 123

- Route 4 – Tape Master (content must have originated on film)
- Theatrical DCP rates

Note; the latest version of the Framework rate-card will be forwarded separately.

Section B: LTO Delivery - LTFS

All Preservation files should be supplied on LTO5 data tape using LTFS file system 2.0 or above.

The IBM Linear Tape File System - Single Drive Edition product is software developed by IBM to implement a tape-based file system using the Linear Tape File System format. This software implements the LTFS format and allows tapes to be formatted as an LTFS Volume. These LTFS Volumes may then be mounted using the Linear Tape File System software allowing users and applications direct access to files and directories stored on the tape, including drag-and-drop of files.

Using the Linear Tape File System, files can be created on tape and accessed similar to the process of creating and accessing files on an external hard drive or a USB flash drive. Applications, such as file browsers, image viewers and media players can directly browse and access files on tape. LTFS enables easy and simple use of tapes in desktop computers and embedded systems.

14.4 APPENDIX D– List of Significant Collections

Significant Screen Heritage Collections

Applications can be made by lead organisations

[Lead applicant organisation in bold]

East Anglian Film Archive (EAFA)

Other significant collections in this region:

- History of Advertising Trust (HAT)
- The Children’s Film Unit
- The Cambridge Centre for South Asian Studies
- Screen East Short and regional back catalogue from First Take, Digital Shorts, The Children’s Film Unit

London’s Screen Archives Network

Imperial War Museum (IWM)

Media Archive for Central England (MACE)

Other significant collections in this region:

- The National Tramway Museum
- Rolls Royce
- BBC Collection
- Birmingham Archives and Heritage, Philip Donnellan Collection
- Staffordshire Film Archive

National Screen and Sound Archive of Wales (NSSAW)

North West Film Archive (NWFA)

Other significant collections in this region:

- Workers Film Association (WFA) Media and Cultural Centre

North East Film Archive

Other significant collections in this region:

- Amber Films
- Turner’s Collection
- Trade Films
- Tyne and Wear Archive (TWA)
- TH Brown Collection

Northern Ireland Digital Film Archive

Scottish Screen Archive (SSA)

Screen Archive South East (SASE) with Wessex Film and Sound Archive

South West Film and Television Archive

Other significant collections:

- Trilith
- Dartington

Yorkshire Film Archive (YFA)

Other significant collections in this region:

- One to One Video
- The CH Wood Collection
- Huddersfield Video and Cine Club
- The West Yorkshire Police Imaging Unit

Important Information

1. The application form does not necessarily cover all the information the British Film Institute uses to decide which applications to fund. The BFI can ask applicants for extra information. As part of 'due diligence' we may require copies of the applicant's or the applicant's partners audited and/or management accounts.
2. All applications are made at the applicant's own risk. The BFI will not be liable for loss, damage or costs arising directly or indirectly from:
 - the application process;
 - the BFI's decision not to provide an award to an applicant; or
 - dealing with the application.
3. The BFI's decisions on applications are final.
4. The BFI will not pay the award until it has received a fully executed copy of the Offer of Funding.
5. The BFI will publicise information on the number of applications it receives and the awards made.
6. The Freedom of Information Act 2000 gives members of the public the right to request certain information held by the BFI. This includes information held in relation to applications to the BFI's Lottery funding programmes or schemes. Therefore if you choose to apply to the BFI you should be aware that the information you supply, either in whole or in part, may be disclosed under the Freedom of Information Act.
7. Sometimes the BFI's Governors or members of staff may be involved in some way with applicants. This interest has to be declared in applications from such applicants. The relevant Governor or staff member will not be involved in assessing the application or the decision to make an award. Applicants are advised not to try to influence the success of their application by approaching a Governor or staff member.
8. It is important that applicants carefully check the information given in the application form. The BFI's standard terms and conditions entitle it to withhold or reclaim an award in the following circumstances:
 - If the application was filled in dishonestly or with incorrect or misleading information about the organisation or the project whether deliberately or accidentally; and
 - If during the term of the agreement the awardee acts dishonestly or negligently to the disadvantage of the project.

The British Film Institute will follow up cases of suspected fraud and will pass information to the police.

9. **Complaints and appeals:** The BFI's decision is final. Inevitably, applicants will have to be turned down and may be disappointed by this result. Formal appeals against the final decision will not be considered unless the applicant has good cause to believe that the procedures for processing the applications were not adhered to, or applied in such a way as to prejudice the outcome of the application. A copy of the BFI's Complaints procedure can be downloaded from the website or obtained on request from the BFI's Communications department.