

**ACCESS AGREEMENT BETWEEN THE FOREIGN & COMMONWEALTH OFFICE AND Screen Channel TV ON THE MAKING OF A DOCUMENTARY FILM ABOUT THE WORK OF CONSULAR STAFF IN SPAIN.**

1. The Foreign and Commonwealth Office (FCO) hereby agrees to host Screen Channel TV in order to aid the making of a television programme about the FCO and the work of our staff in our Embassy and Consular Network in Spain. In view of the sensitive nature of the work undertaken by the FCO, Screen Channel TV (hereafter referred to as 'the Company') agree to the following terms and conditions.

**GATHERING MATERIAL**

2. In order to ensure that the terms of this Agreement are met, the sound recording, photography or filming of any activity of any Post or FCO premises will be done only in the presence of an authorised representative of the FCO. For the purposes of this Agreement, an "authorised representative" includes any individual that the FCO authorises to act or confirms was authorised to act on its behalf.
3. In order to allow the FCO to protect: the interests of potentially vulnerable contributors; the effective operation of Posts; the United Kingdom's national security and international relations; or for other specified reasons, the Company shall immediately stop photography, sound recording and filming if requested to do so by an authorised FCO representative. The FCO shall give the reason for any such request at the time of the request or as soon as possible thereafter. The FCO undertakes not to make such a request for spurious or frivolous reasons.
4. The Company will not feature images or words of, or details pertaining to, any FCO staff, consular clients and associated persons in the programme who have not provided their written or recorded consent. The Company will not broadcast any material obtained as a result of the access facilitated by the FCO and which may identify or be uniquely associated with individuals unless written or recorded consent is obtained or unless appropriate measures and/or appropriate editorial techniques are used adequately to protect their identity.
5. It shall fall to the Company to obtain any necessary permission to feature individuals or information about them in the programme, enter premises or film in territory controlled by third parties. The Company acknowledges that the FCO cannot authorise such activity on behalf of such third parties. Where consent is given, the Company agrees that it may be withdrawn retrospectively at any time up to a maximum of one week after the filming takes place.

6. The Company will ensure that any individual who has given their consent for their image or words or details pertaining to them to be broadcast is informed of any changes to the nature of the broadcast, as they develop, which might reasonably affect their original decision to consent. The Company undertakes not to do anything that may reasonably be construed as harassment in the production of the programme.
7. In addition, the Company undertakes not to: photograph, film or otherwise record any of the items listed at Annex A.
8. The Company will do no covert photography, sound recording or filming in the course of the access facilitated by the FCO unless expressly agreed between the Company and an authorised FCO representative.
9. The Company will take all due care when working on FCO premises. In order to minimise disruption the Company will keep to a minimum the number of crew and wherever possible use lightweight equipment and no lights or staging.

#### **VIEWING / LISTENING RIGHTS**

10. In order, *inter alia*, to allow the FCO to protect the interests of potential vulnerable contributors, to offer advice (since the subject matter may well have security, safety or confidentiality implications, or be otherwise delicate), and to be aware of the programme's content to prepare for inquiries a programme may generate from other media or the general public, an FCO representative shall be allowed to view the edited material at the earliest opportunity after each days filming and after the final edited programme is finished.
11. The FCO will have the right to request that the Company remove or modify material that, in the opinion of the FCO representative: has been obtained in breach of this Agreement; or might prejudice the FCO's ability to meet, or reputation for meeting, its duty to protect the privacy of individuals to whom it renders consular assistance; or might prejudice the United Kingdom's relations with another State; or might prejudice ongoing legal proceedings, as set out in any laws of contempt of the state under whose law the legal proceedings in question are held. The FCO will endeavour to make such a request no later than five working days following the viewing. The FCO undertakes not to make such a request for spurious or frivolous reasons. The Company agrees to take reasonable steps to meet such a request.
12. If subsequent to such time period, but prior to transmission, exceptional circumstances arise such that the FCO informs the Company that such prejudice would be likely to occur, the latter will take reasonable steps to avert that prejudice.

#### **FINAL BROADCAST / RIGHTS**

13. The Company will not use extracts from the programme out of context apart from clips used to promote the programme, unless otherwise agreed with the FCO. The conditions set out in this Agreement shall apply to any further broadcast or the publication of any book, article or other publication arising directly or indirectly from the material.
14. For the avoidance of doubt, all rights for all purposes in all media in the recording will vest solely in the Company.
15. The Company agrees to supply, as soon as possible after completion, copies of the transmitted programme to the FCO, for private (and not commercial) use.

#### **CONDUCT, LIABILITY AND COSTS**

16. The Companies personnel working on FCO premises shall comply with the same security instructions and maintain equivalent standards conduct, including as regards health and safety, as the FCO expects of its own personnel. The Company agrees that its personnel shall endeavour to comply with all reasonable instructions and requests made by the FCO representative.
17. The Company will not undertake activities that are likely to endanger the safety of staff or members of the public and will indemnify the FCO fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities which are caused directly or indirectly by any act or omission of the Company arising from the negligence of the Company or its servants or agents, whether on the premises of FCO overseas posts or elsewhere.
18. While the FCO will endeavour to facilitate access, and endeavour to contribute to the safety and welfare of the Company personnel, the Company shall retain, and remain responsible for discharging, its duty of care to its staff.
19. The Companies personnel will be responsible for their equipment and any other property whilst on FCO premises. The Company shall not hold the FCO or its staff liable in respect of any loss, damage to or theft of any such equipment and property.
20. The Company will obtain insurance cover, where appropriate, in respect of all the risks undertaken in pursuance of this Agreement including public liability insurance.
21. Any costs arising from the Company making of the television programme or any related activity undertaken by the Companies personnel will be borne / reimbursable by the Company.

**JURISDICTION**

22. This Agreement shall be interpreted according to English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

23. This Agreement is made on: 2011

For and on behalf of the Secretary of State

For and on behalf of

Signed: : ..... 15<sup>th</sup> April 2011.....

Signed:.... ..

Name: ... ..  
Barker.....15<sup>th</sup> April 2011.....

Name:...

Position:.. Head Consular Communications.....  
Position: .....Managing Director.....

## **Tips on working with a film crew**

### **1. Background to the project**

Screen Channel, a well respected and experienced production company, approached the FCO in March this year with a proposal to produce a TV documentary about the work of Consular staff overseas.

Screen Channel were then given permission to film in the Spanish network in two locations for 10 days to produce a 'taster tape' and, if successful, to produce full programmes for broadcast.

### **2. What will you be doing?**

Your job will be to go with the camera man\ woman at all times that the camera is rolling on FCO premises or where an FCO staff member \ FCO case study is being filmed.

This will usually be within normal Consular office times. If there is an out of office call at night or the weekend, the duty officer will have instructions to call you and you decide if to wake \ contact the crew. You will then go with the crew whilst filming.

Part of your job is to re-assure Consular staff with your presence by allowing them to get on with their jobs not worrying about what the crew might pick up. In the unlikely event that a case becomes very stressful you are also 'handling' whether filming continues, or is stopped while the situation calms down. The crew will themselves be experienced in judging these situations – it is not in their interest that they become part of the story. In addition, you may need to occasionally remind staff that they are being filmed if they relax too much.

**IBERIA CHANGE MANAGEMENT TEMPLATE FOR PROJECTS**

<b>TITLE</b>	Consular TV documentary series
<b>OWNER</b>	Owners / Managers:
<b>GOVERNANCE</b>	The project is approved by the Foreign Sec on the recommendation of Consular Directorats. It will be overseen
<b>OBJECTIVE</b>	
<b>DESCRIPTION OF PROJECT</b>	
<b>TIMELINE</b>	<p><b>START DATE:</b> Mon 8th August</p> <p><b>COMPLETION DATE:</b> approx Fri 9th September</p> <p><b>KEY MILESTONES DURING PROJECT:</b> decision over filming locations (8 July), contact with Spanish authorities to seek filming access (July), arrangements to supervise filming (July), weekly reviews (July / August), comment on programmes (spring 2012)</p> <p><b>REVIEW DATES:</b> Project will be reviewed weekly from July to the end of filming, then in spring 2012</p> <p><b>FLEXIBILITY:</b> No flexibility in timing - filming must take place during peak consular season</p>
<b>RESOURCES</b>	<p>The main impact is on the resources of the Communications Team in Madrid. The project will also involve staff at all Consulates where filming takes place, although it will not require additional resources from them.</p> <p><b>STAFFING:</b> Critical path item: We need to identify 'handlers' who will oversee three film crews for five weeks. This will put a significant burden on the Communications Team and Consular Directorats in London, and will also have an impact on Budgets, in terms of accommodation and travel costs.</p> <p><b>FINANCIAL:</b> Financing is required to cover accommodation and travel costs for filming 'referees', which could total some 105 nights (3 x 5 seven-day weeks) of accommodation, plus meals, plus 6 - 12 return journeys from Madrid/London to filming locations. Estimated cost €12-15k. Budget sources to be discussed.</p>
<b>IMPACT</b>	Most consular staff at filming locations will be involved in filming, unless they decline to be filmed. Film crews understand that they must work as discretely as possible, with the minimum of disruption to normal consular activity. They understand and are experienced in this requirement. It is natural that some staff may have some concerns about filming at the outset, experience shows that these concerns are quickly dispelled. Similarly,
<b>RISKS</b>	
<b>DEPENDENCIES</b>	Dependencies include the agreement of consular staff to be filmed; and identifying the budgets and sufficient media handling staff to cover five weeks of film crew 'refereeing'.
<b>COMMUNICATIONS</b>	Iberia Consular Directorats and the Spain Communications Team will need to lead staff briefing and engagement. It is crucial that staff understand what is proposed, what it means in practical terms for themselves and consular customers, and that any concerns are addressed and alleviated. Face to face meetings with staff, and with the production company, will be crucial in order quickly to build a relationship of trust that will enable successful filming to take place. Individuals will have the option whether or not to be filmed, and to later change their minds.
<b>RAG RATING</b>	
<b>LAST REVIEW</b>	11-Jul-11



British Embassy  
Madrid

**Channel 4 Consular Documentary, Spain: In Country Fund Bid**

**Proposal**

Each of the 3 locations will have a full time camera crew for the duration of the filming period, to be managed by one crew handler sourced from PPA team in Madrid and Consular Communications in London.

**Total cost: £185,000 - £2048,000 (2047,000€ - 230,000€)**

Hotel accommodation for Crew Handler	Approx £100/night	Up to £3500
Subsistence for Crew Handler	Approx £600/day	Up to £21600
Flights to and from Madrid/London	Approx £25000/week	Up to £1250000
Total Cost per Crew Handler		Up to £66900
Final cost for 3 Crew Handlers		Up to £198,000 <del>20000</del>

---

The series will follow staff at work as they deal with both the everyday and the more unusual problems they come across in helping British nationals abroad – lost passports, health problems and social issues, as well as more serious incidents such as arrests, crimes and even death. As well as some of the planning and incident prevention work that surrounds events such as football matches.



**CALL SHEET****'BRITISH CONSULATE' SERIES (Working title). C4****MAIN CONTACTS SHEET****SCREENCHANNEL TV CONTACTS**

Position	Name	Email	Contact
Executive Producer			
Executive Producer			
Production Manager			
Channel 4 lawyer			

**USEFUL NUMBERS**

Position	Name	Contact
Kit hire		
Carnet for Tenerife		

**CONSULATE CONTACTS**

**NB. Always contact either of the two press officers in the first instance, or the relevant handlers on location. Please only contact the Consuls direct if you really need to.**

Position	Name	Email / address	Location	Tel
Press Officers at the Embassy and main points of contact for all crew.			Weeks 4-5 Ibiza	
			Weeks 1-2 and 5 Alicante.	

**Production Office:**

Screenchannel Television Ltd, 45-46 Lower Marsh, Waterloo SE1 7RG, 020 7207 5399

<p>Crew handlers at the Embassy (additional main contacts for all crew)</p>			<p>Week 3 Alicante</p> <p>Week 5 Gran Canarias</p> <p>Week 3 Tenerife, Week 4 Alicante</p>	
<p>Handlers flying in from FCO in UK (additional main contacts for all crew)</p>		<p><i>Convent dels Capucins, 4 Edificio Orsba B - 4ºD 07002 Palma de Mallorca Mallorca</i></p>	<p>Weeks 1-3, Palma</p> <p>Weeks 1-2, Tenerife</p> <p>Week 4, Gran Canarias</p>	
<p>Consular Contacts (NB. Please only contact the Consuls as a last resort)</p>	<p><b>Consular network manager</b></p> <p><b>Alicante</b></p> <p><b>Consular assistant (logistics)</b></p> <p><b>Consul</b></p> <p><b>Balearics Consul</b></p> <p><b>Canaries Consul</b></p>	<p><i>Embajada Británica, Torre Espaco, Paseo de la Castellana 259D, Madrid 28046</i></p> <p><i>British Consulate, Plaza Calvo Sotelo 1, 03001 Alicante</i></p> <p><i>P. British Consulate, Plaza Calvo Sotelo 1, 03001 Alicante</i></p> <p><i>Convent dels Capucins, 4 Edificio Orsba B - 4ºD 07002 Palma de Mallorca</i></p> <p><i>Plaza Weyler 8 - 1º, Santa Cruz de Tenerife 38003</i></p>	<p>Madrid</p> <p>Alicante</p> <p>Alicante</p> <p>Balearics</p> <p>Canaries</p>	