

Toolkit End User Agreement (December 2023)

Rules of Engagement

BAFTA Albert certification is a recognised industry standard on sustainability. It's designed to celebrate the hard work of productions who take steps to reduce their environmental impact.

BAFTA Albert acknowledges the pressure productions are under and appreciates that aiming for certification requires additional reporting from productions. However, it is important that the credibility of the certification remains intact with rigorous checks in place to ensure that certification is fairly awarded.

This is an End User Agreement deemed to be entered into by any Users of the BAFTA Albert toolkit. The End User shall comply with BAFTA Albert's reasonable instructions, guidelines and directions pertaining to its use.

Bullying & Harassment

- 1) We have a zero-tolerance policy to harassment towards our staff. If the team receive threatening or abusive emails or phone calls from users, then BAFTA Albert reserves the right:
 - Inform the relevant broadcaster and remove the production from the BAFTA Albert toolkit.
 - Revoke use of the BAFTA Albert certification logo on an end-board.
- 2) If toolkit use has been made mandatory by your broadcaster, you should discuss issues/complaints with them in the first instance.

Process

Starting the Process

- 3) The DRAFT **CARBON FOOTPRINT** must be completed in the pre-production.
- 4) The **CARBON ACTION PLAN (CAP)** must be started and submitted in pre-production in order to qualify for certification.
- 5) BAFTA Albert have the right to reject the production's CAP on the grounds that it was not started during pre-production.
- 6) Achieving certification requires successful completion of both the Carbon Action Plan and the Carbon Footprint.

Mandatory Questions

- 7) There are a number of mandatory questions in the CAP that ***must be fulfilled*** in order to qualify for certification.

Mainland Domestic Flights

- 8) UK Productions with mainland domestic travel are not able to qualify for certification, except in exceptional circumstances where other forms of transport were not possible. Please complete a Flight Tracker and contact albert@bafta.org if you anticipate using any mainland, domestic flights on your production.

Evidence

- 9) CAP evidence required by BAFTA Albert should be provided accurately, comprehensively, in good faith and in accordance with our evidence guidance. Evidence Guidance
- 10) All evidence submitted will be treated in confidence. Users are welcome to redact any personal or sensitive information. Please refer to our Privacy Policy
- 11) You must allow for 10 working days to receive your certification and logo. NOTE: the 10 days starts from when sufficient and accurate evidence has been uploaded.
- 12) If sufficient/accurate evidence has not been submitted, it will take longer than 10 Days
- No Fast Tracking**
- 13) BAFTA Albert cannot fast track any productions with the exception of fast turnaround which have fewer than 10 working days between prep and TX/picture lock. Please contact albert@bafta.org
- Final Carbon Footprint**
- 14) Your final footprint must not be submitted until near to the end of postproduction in order to ensure all emissions from start to finish are captured.
- 15) You must allow 10 working days for footprints to be validated. NOTE if amendments are required it will take longer.
- Offsetting Payment**
- 16) You must not pay your offset until it has been finalised by the BAFTA Albert team. This is to avoid productions paying the incorrect offsetting fee.
- Final Decision**
- 17) You must co-operate with BAFTA Albert in all matters relating to the Toolkit.
- 18) BAFTA Albert's decision to award or reject a footprint or CAP is final and not up for negotiation.
- Short Form / Online Content**
- 19) In order for a production to qualify to use either the Carbon Footprint or the Carbon Action Plan they must meet the following minimum criteria:
- Aggregated duration of the programme or entire series is a **minimum of 15 minutes and**
 - The budget for the entire project (all episodes) is a **minimum of £50,000.**
- The reason for this is to ensure that our data remains a true reflection of the Film & Television Industry and that the number of submissions made on the toolkit are manageable for BAFTA Albert. This will help to ensure our focus is on areas of biggest impact.*
- Split Productions**
- 20) BAFTA Albert can't certify split productions* unless all parties achieve certification
- * a production which has been produced by multiple production companies, where one or more companies have not been registered with BAFTA Albert and are unable to feed data/costs related to them into the calculator. This causes data discrepancy; therefore can't grant productions the logo based on partial data and reserves the right to reject the CAP if the data can't be added.*

Certification / Approval for Use of Logo

Pre-approval for use of logo to prep end-board

- 21) We can pre-approve the logo, for the purposes of **preparing** your end board, provided 60% of the evidence is accepted. It is important to note that this DOES NOT mean you have been granted final approval.
- 22) Once **pre-approval** has been granted the production status will be 'Completion Required', meaning they must then provide the remaining evidence at the end of production in order to achieve certification.

23) Evidence checks can take up to 10 working days.

Final Approval of Certification and Use of Logo

24) Once the remaining evidence has been provided and deemed acceptable by BAFTA Albert, the production will be granted certification and **final approval** to use the logo on their end board. This will change the status of the production to 'complete.'

25) If a production doesn't follow up with sufficient evidence, then certification can be revoked and a production asked to remove the logo from their end board at their cost.

26) **Exceptional Ruling:** For productions whose TX date precedes their finish date, they will be allowed to TX using the logo on their end board, provided pre-approval has been granted. This is on the understanding that if they do not complete the approval process or the remaining evidence provided is deemed unacceptable by BAFTA Albert the production may be asked to remove the logo from their end board at their cost.

Certification Logo Rules of Use

27) The certification logo can only be used by productions who have successfully achieved certification. It is available in English, Welsh and Irish and an animated version is also available.

28) Use of the certification logo without BAFTA Albert's consent is forbidden.

29) If a production uses the logo without approval, BAFTA Albert reserves the right to ask you and your broadcaster to open up the edit and remove the logo from the end board after TX at the production's expense.

30) The certification logo can only be used in conjunction with the production that has been awarded certification.

i.e. if you received certification for Season 1, it doesn't mean you can automatically use the logo for Season 2.

31) You must only use the certification logo that is awarded and downloadable via the production's carbon action plan page – BAFTA Albert occasionally update the logo and want to make sure everyone is using the most up to date version.

32) The certification logo should be used on the production's end-board.

33) If a production doesn't have an end-board, it's possible to use the logo on cards before or after the ad break or within the programme itself – in the top right or top left-hand corner.

34) You must not make a copy of the logo from an internet search, one used on a previous series or one stored on your system.

35) The certification logo cannot be altered (i.e. colour and aspect ratio should be respected)

36) The certification logo cannot be used on email signatures.

37) The certification logo can only be displayed on a website if it's in the context of the show to which it was awarded.

Suspension / Access Restriction

38) BAFTA Albert may restrict or suspend access to all or part of the Toolkit if, in their reasonable opinion:

- The user is not using the BAFTA Albert Toolkit.
- If the customer fails to comply with their obligations under this agreement
- If BAFTA Albert consider it is necessary to do so to deal with behaviour which, in its reasonable opinion, amounts to misuse of the services; or harassment of staff.

The above end user agreement is addition to BAFTA BAFTA Albert Terms of Use