

BBC tv

BRITISH BROADCASTING CORPORATION
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22nd November, 1971

Dear Mr Malloy,

"La Trinidad Valenciera"

I thought you would wish to see a first draft of the proposed facilities agreement in respect of the "La Trinidad Valenciera" project. This draft can be the basis of the forthcoming discussions.

I look forward to meeting you in due course.

Yours sincerely,
David Jones

(D.M.V. Jones)
Chief Assistant, General,
Television Administration

Eamonn Malloy, Esq.,
3, Richmond Crescent,
Londonderry,
Northern Ireland.

DRAFT AGREEMENT

LA TRINIDAD VALENCIERA

This letter when signed and countersigned shall form an agreement between the British Broadcasting Corporation (the BBC) and the City of Derry Sub-Aqua Club acting on behalf of its members (the Sub-Aqua Club) in connection with the proposed excavation of the wreck of the vessel called "La Trinidad Valenciera" (the excavation) situate in Kinnegoe Bay, Donnegal, Eire. (the site).

1. The BBC accepts that the excavation shall be known as "The City of Derry Sub-Aqua ^{Club} Excavation of La Trinidad Valenciera" and that this title shall be used in connection with the scientific report mentioned in Clause 15.
2. The BBC will provide the Sub-Aqua Club in advance of the excavation with one compressor for the filling of air bottles, ^{for use in excavation} six twin air bottle sets with regulators and will have a suitable hut erected at the site. All these items (the purchased equipment) will become the property of the Sub-Aqua Club on completion of the excavation and of the filming or televising of any programmes in connection with the excavation.
3. The BBC will hire for the duration of the excavation a suitable compressor to power the airlift, all necessary air lines and a suitable craft (the hired equipment). The craft, which will not necessarily be an inflatable, shall also be used as required for filming or televising the excavation.
4. The BBC will be responsible for meeting the cost of transporting the purchased equipment and the hired equipment to the site, for transporting the hired equipment away from the site at the completion of the excavation and for any running or maintenance costs.
5. The BBC will engage an experienced archaeologist and a conservation assistant for the duration of the excavation. The experienced archaeologist will be the Director of the excavation. He will have the power to recruit up to six additional diving helpers as necessary and the BBC will make available to him a fund for running expenses or for any special services as may be agreed between the Director and the BBC.

6. The BBC will pay the Sub-Aqua Club on completion of the excavation the sum of one thousand pounds (£1,000). ?
7. The BBC waives any claim to any artifacts or finds which shall be the complete responsibility of the salvors in possession. ?
8. The Sub-Aqua Club will grant the BBC exclusive access to film or televise the excavation and any activities in connection with the excavation and accepts that its members may be filmed or televised (including interviews) without any additional payment.
9. The Sub-Aqua Club agrees that all world television rights and rights for world showing to non-paying audiences and/or for home entertainment whether by means of video-cassettes or otherwise in relation to the BBC coverage of the excavation shall vest in the BBC. The Sub-Aqua Club also agrees that all publication rights in relation to the excavation except for writings of an academic or scientific nature shall vest in the BBC until one year after the completion of the excavation at which time they will revert to the Sub-Aqua Club. Both parties agree that each may take still photographs, keep diaries and make tape recordings provided that the rights in such material collected by the employees of the BBC shall vest in the BBC until one year after the completion of the excavation. *Whether separate of work?*
10. The Sub-Aqua Club accepts that the BBC's editorial decision shall be final. ?
11. The Sub-Aqua Club agrees to help and participate in the excavation to the best of its ability and to accept all reasonable instructions given by the Director of the excavation. The Sub-Aqua Club also accepts that the conservation assistant is primarily engaged to carry out the on-site conservations of all artifacts recovered from the sea bed and that although he will give all reasonable help to the Sub-Aqua Club during the term of his engagement the long term conservation and disposal of the finds shall remain the complete responsibility of the salvors in possession. ? *Hand-dub diver?*
12. The Sub-Aqua Club agrees that all purchased equipment and all hired equipment will remain on site for the duration of the excavation and that its use will be under the supervision of the Director of the excavation although otherwise available to the Sub-Aqua Club. (X)

13. Both parties to this agreement accept that they are responsible for the adequate insurance of their personnel engaged in the excavation and of any equipment involved. The BBC will be responsible for all legal claims for ^{claims} _{injuries?} personal injury and damage to property due to its negligence or that of its servants or agents arising directly out of their activities in connection with its coverage of the excavation.
14. Both parties to this agreement accept that should the Director appointed be prevented by any cause whatsoever from carrying out his duties, the excavation shall cease until a replacement be appointed.
15. Both parties to this agreement accept that the aim shall be to carry out the excavation to the highest archaeological standards consistent with the resources available and the conditions obtaining. Both parties agree that the excavation shall be recorded in a scientific report of appropriate standard and that this report shall be written by the Director appointed in conjunction with the Sub-Aqua Club.
16. Both parties to this agreement accept that should the excavation be cancelled through force majeure this agreement shall not operate and no payments or gifts of purchased equipment shall be made by the BBC to the Sub-Aqua Club except for the payment of any reasonable expenses incurred by the Sub-Aqua Club prior to the cancellation of this agreement.

HMC

22.11.71.

Start 1972?

1. Expenses already incurred
2. Possible profit on publication rights (percentage)
3. Sponsorship?