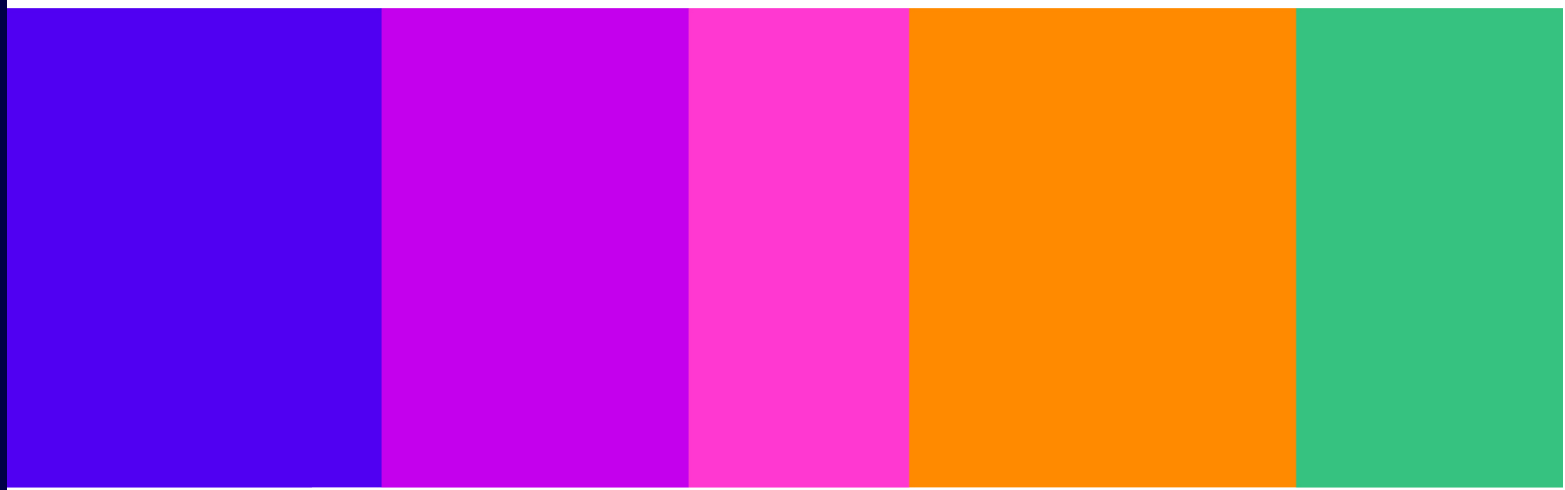
~~[DRAFT]~~ Guidance on Agreement Objectives

~~**Draft published for consultation: 14 January 2026**~~ **26 November 2026**

For more information on this publication, please visit ofcom.org.uk



Contents

1. Background 3

About this document 3

Legislative framework 3

2. Guidance 7

Introduction 7

Payments: general principle 8

Steps to enable and maintain inclusion of DIPS 10

Prominence 11

1. Background

About this document

1.1 The availability and prominence regime in Part 3A of the Communications Act 2003 (the '**Act**') sets requirements for providers of designated TV players – referred to in the Act as 'designated internet programme services' ~~or~~ ('**DIPS**') – and providers of designated connected TV platforms – referred to in the Act as 'regulated television selection services' ~~or~~ ('**RTSS**'). These providers must act consistently with the agreement objectives set out in the Act ('**Agreement Objectives**') when entering into commercial agreements for DIPS to be included in RTSS, and while those agreements are in force.

1.2 This document is Ofcom's guidance ('**Guidance**') about how providers of DIPS and RTSS may act consistently with the Agreement Objectives when negotiating or agreeing commercial terms to include DIPS in RTSS. The Guidance also applies to the operation of such terms once in force.

1.3 It is Ofcom's role to publish this Guidance and to have regard to it for the purposes of exercising our dispute resolution powers in Part 3A of the Act.

Legislative framework

1.4 This section summarises the relevant legal framework for the purposes of this Guidance.

The prominence regime

1.5 The overarching aim of the regime in Part 3A of the Act is to ensure that public service content is available, prominent and easily accessible on connected TV platforms (the '**Prominence Regime**'). To achieve this, it creates the concepts of 'television selection services' ('**TSS**'), which are the connected TV platforms, and 'internet programme services' ('**IPS**'), which are on-demand TV players and include the public service broadcaster ('**PSB**') TV players.

1.6 Designated IPS and TSS – known as DIPS and RTSS respectively – are in scope of the ~~regime~~Prominence Regime.~~–~~ The Secretary of State is responsible for designating TSS following receipt of a report from Ofcom setting out our recommendations.[1] Following receipt of Ofcom's report in December 2025, the Secretary of State designated 15 TSS.[2] It is Ofcom's role to designate the IPS of the licensed PSBs[3] and S4C, which we may do if satisfied that the designation criteria are met.[4] BBC IPS are automatically designated by the Act.[5]

[1] ~~As at the date of this Guidance,~~ Ofcom ~~has~~ issued a Final ~~Report dated 16 December 2025~~report to the Secretary of State ~~in respect of~~on the designation of ~~TSS~~television selection services in December 2025.
[2] The Television Selection Services (Designation) Regulations 2026 came into force on 1 July 2026.
[3] By licensed PSBs we mean the licence holders for the Channel 3 services, Channel 4 and Channel 5.
[4] The designation criteria are: (1) the IPS makes a significant contribution to the fulfilment of the relevant PSB's public service remit; and (2) the PSR content included in the IPS is readily discoverable and promoted by the IPS. In addition, Ofcom must consider that it is appropriate to designate the IPS (section 362AA(2) of the Act).
[5] Section 362AA(1)(a) of the Act~~, not yet in force~~.

1.7 Once designated, DIPS and RTSS providers are subject to the following ~~obligations~~duties:

a) 'Must offer', 'must include' ('**MOMI**'): DIPS providers must offer the DIPS as available to include in every RTSS and do their best to secure that DIPS are included in RTSS; RTSS providers must include each DIPS in their RTSS.[6]

b) Acting consistently with the Agreement Objectives: When entering into arrangements pursuant to their MOMI ~~obligations~~duties ('**MOMI arrangements**') and while those arrangements are in force, DIPS and RTSS providers must act consistently with the Agreement Objectives.[7] The three Agreement Objectives[8] are that:

i) a DIPS, as well as public service remit content ('**PSR content**')[9] and any listed channels[10] on that DIPS, is given an appropriate degree of prominence within an RTSS (the '**Prominence Objective**');

ii) MOMI arrangements do not adversely affect a PSB's ability to fulfil its public service remit (or promote its public purposes, in the case of the BBC) (the '**PSR Objective**'); and

iii) MOMI arrangements do not disproportionately restrict how RTSS providers may make innovations in the ways that users may select and access IPS or programmes in IPS (the '**Innovation Objective**').

1.8 RTSS providers are subject to the following additional ~~obligations~~duties:

a) Appropriate prominence: RTSS providers are required to give an appropriate degree of prominence to each DIPS included ~~on~~in their RTSS. This includes giving an appropriate degree of prominence ~~for~~to PSR content (or programmes included in BBC DIPS) and any listed channels included in each DIPS.[11]

b) Accessibility: RTSS providers are also required to ensure that as far as possible users with disabilities are able to use the RTSS for the same purposes as other users, and that they are informed about and able to make use of content with access services available in relation to the IPS on the platform.[12]

Ofcom's role

1.9 It is Ofcom's role to publish guidance about how DIPS and RTSS providers may act consistently with the Agreement Objectives,[13] as well as to issue a code of practice

---

[6] Sections 362AJ(1) and (2), and 362AK(1)~~,~~ of the Act.

[7] Sections 362AJ(3) and 362AK(2) of the Act.

[8] Section 362AM(1) of the Act.

[9] 'Public service remit content' is defined in the Act as material included in an IPS that contributes towards the fulfilment of a licensed ~~PSB~~PSB's or S4C's ~~individual~~ public service remit (section 362AA(12)). A DIPS can include content which is not PSR content (i.e. not content that the relevant PSB is using to fulfil its public service remit).

[10] For the purposes of the Agreement Objectives, listed channels are: (a) any service of television programmes provided by the BBC that ~~are~~is available for use by members of the public; (b) any Channel 3 service; (c) Channel 4; (d) Channel 5; and (e) S4C Digital~~.~~ (~~Section~~section 362AM(3) of the Act).~~)~~

[11] ~~A DIPS can include content which is not PSR content (i.e. not content that the relevant PSB is using to fulfil its public service remit).~~ Sections 362AO(1) and (3) of the Act. RTSS providers must give an appropriate degree of prominence to DIPS, to material included in DIPS that is PSR content or contributes to the promotion of one or more of the BBC's public purposes, as well as to any listed channel included in DIPS. In this Guidance, we refer to DIPS, PSR content and listed channels only when referring to RTSS providers' appropriate prominence duty. We note that the Code refers to 'public service programmes' to mean programmes that are PSR content and programmes included in BBC DIPS.

[12] Section 362AO(4) of the Act.

[13] Section 362AL(1) of the Act.

(~~Code~~'**Code**') setting out ~~how~~the actions that Ofcom recommends RTSS providers ~~can~~take to comply with their appropriate prominence and accessibility ~~requirements~~duties.[14]

1.10 Ofcom must have regard to this Guidance when exercising or deciding whether to exercise our dispute resolution powers[15] in respect of:

a) the MOMI ~~obligations~~duties;
b) the ~~obligation~~duty to act consistently with the Agreement Objectives; and
c) in the case of RTSS providers, the ~~obligation~~duty to give appropriate prominence.[16]

1.11 Ofcom must handle a dispute where it is highly likely that the DIPS will not be included in the RTSS, or will not be given the appropriate degree of prominence within it, and where there are not alternative means for resolving the dispute.[17]

1.12 Ofcom must resolve disputes within four months[18] and in a way that we consider to be the most appropriate to meet the Agreement Objectives.[19] Remedies can include issuing a direction to one or both of the parties fixing the terms and conditions of the transaction – for example, requiring certain contractual terms to be removed or included in agreements – and requiring the payment of sums from one party to the other.[20] We also have the power to take interim measures pending resolution of a dispute.[21]

1.13 Ofcom has separate powers to enforce against DIPS and RTSS providers that we consider are not complying with their duties under Part 3A of the Act,[22] including the duty to act consistently with the Agreement Objectives. We ~~have~~intend ~~published~~to revise our enforcement guidelines[23] to provide guidance about the exercise of ~~these~~our enforcement powers under Part 3A of the Act.[24]

1.14 Ofcom may revise or replace this Guidance.[25]

The BBC

1.15 The BBC has existing distribution duties in the BBC Charter and Agreement[26] and is accordingly not subject to the '~~-~~must offer'~~-~~ ~~obligation~~duty in the Act, nor to the ~~obligation~~duty to act consistently with the Agreement Objectives when entering into, and keeping in force, commercial agreements with RTSS providers. However, the ~~Act~~Guidance

---

[14] Section 362AP(1) of the Act.
[15] Section 362AL(5) of the Act. Ofcom's relevant dispute resolution powers are set out in sections 362AU to 362AX of the Act.
[16] Sections 362AT(1) and (2) of the Act ~~sets~~set out the scope of Ofcom's dispute resolution powers.
[17] Sections 362AU(3) and (4) of the Act.
[18] Unless there are exceptional circumstances – see section 362AW(5) of the Act.
[19] Section 362AX(3) of the Act.
[20] Section 362AX(2) of the Act.
[21] Section 362AV of the Act.
[22] The enforcement process is set out in sections 362AZ ~~–~~to ~~362AZ8~~362AZ4 of the Act.
[23] ~~This~~Ofcom's ~~guidance~~Regulatory ~~is~~Enforcement ~~due~~Guidelines ~~to~~for ~~be~~investigations, ~~consulted~~January ~~on~~2025 ~~in~~(the ~~2026~~'**Enforcement Guidelines**').
[24] Section 362AZ5(1) of the Act requires Ofcom to prepare and publish this guidance. We will consult on the proposed changes to the Enforcement Guidelines, as required by section 362AZ5(4) of the Act, and the updated Enforcement Guidelines will be published on our website.
[25] Section 362AL(3) of the Act.
[26] The Royal Charter for the continuance of the British Broadcasting Corporation ~~(the Charter)~~, December 2016 (the '**BBC Charter**') and the ~~Agreement~~Agreement between the Secretary of State for Culture, Media and Sport~~,~~ and the BBC ~~(the Agreement)~~, December 2016 (the '**Agreement**').

~~refers~~applies to the BBC ~~acting~~when ~~consistently~~carrying ~~with~~out ~~comparable~~any ~~duties~~duty under the BBC Charter and Agreement ~~in~~that ~~respect~~is comparable to the duty of other DIPS providers to act consistently with the Agreement Objectives.[27]

1.16 The BBC's existing distribution duties require the BBC to do all that is reasonably practicable to ensure that viewers, listeners and other users are able to access the UK Public Services[28] – which include BBC iPlayer (the BBC's DIPS)[29] – that are intended for them, or elements of their content, in a range of convenient and cost effective ways which are available or might become available in the future.[30]

1.17 In complying with this requirement, the BBC may place reasonable conditions under which it will make its output and services available to third parties. Any condition placed on this basis must not adversely impact fair and effective competition and must be fair, reasonable and non-discriminatory.[31]

1.18 The BBC Board must set a policy on the distribution of the UK Public Services.[32] The BBC must distribute its output and services according to that strategy and policy, which must:

a) set out how the BBC will fulfil its obligations under clause 61 of the Agreement (making UK Public Services widely available);
b) include the reasonable conditions under which the BBC will make its output and services available to third parties;
c) ensure the BBC can only limit the distribution of its output and services to third parties via the BBC's own services or platforms where it is satisfied this is reasonable and in the public interest; and
d) ensure that it acts on a fair, reasonable and non-discriminatory basis.[33]

1.19 Ofcom's functions under the BBC Charter and Agreement include setting and enforcing requirements in relation to the distribution of the BBC's UK Public Services that we consider are necessary to protect fair and effective competition.[34] Our dispute resolution powers under the Act include the power to resolve disputes in respect of any ~~BBC~~ duties under the BBC Charter and Agreement that are comparable to other DIPS providers' MOMI ~~obligations~~duties and the ~~obligation~~duty to act consistently with the Agreement Objectives.[35] We will have regard to this Guidance when exercising or deciding whether to exercise our powers to resolve any such dispute.

---

[27] Section 362AL(2) of the Act.
[28] The BBC maintains and publishes a list of the UK Public Services. This is the List of UK Public Services as of 12 September 2025.
[29] As noted above, BBC IPS are automatically designated by the Act (~~Section~~section 362AA(1)(a) of the Act~~, not yet in force~~).
[30] Clause 61(1) of the Agreement.
[31] Clauses 61(2)(a) and (3) of the Agreement.
[32] Article 20 of the BBC Charter.
[33] Clause 62 of the Agreement.
[34] The requirements we have set, which form part of the BBC Operating Framework, are that the BBC must offer the public services to third parties in response to reasonable requests for supply, except where the BBC has an objective justification for not doing so. In offering the public services for supply, and in supplying those services, the BBC must act on a fair, reasonable and non-discriminatory basis. Ofcom, Distribution of BBC public services requirements and guidance, March 2017.
[35] Sections 362AT(1) and (2)(a)(ii) of the Act.

2. Guidance

2.1 The following paragraphs contain our guidance about how providers of DIPS and RTSS may act consistently with the Agreement Objectives. First, we provide some introductory remarks~~, which includes~~about the role and scope of the Guidance and the Agreement Objectives. We then set out our general principle for payments, before discussing the following factors:

a) Steps to enable and maintain inclusion of DIPS; and
b) Prominence.

Introduction

Role and scope of the Guidance

2.2 This Guidance sets out how DIPS and RTSS providers may act consistently with the Agreement Objectives when entering into commercial agreements pursuant to their MOMI ~~obligations~~duties – i.e. for the inclusion of DIPS in RTSS – and while those agreements are in force.– We refer to these agreements as MOMI arrangements in this Guidance.

2.3 MOMI arrangements will contain terms about appropriate prominence, given the ~~obligation~~duty on RTSS providers to give an appropriate degree of prominence to each DIPS included ~~on~~in ~~its~~their RTSS as well as to PSR content and any listed channels included in those DIPS.

2.4 Ofcom recognises that, in practice, agreements between providers may include terms beyond those that relate to the inclusion of DIPS in RTSS or to giving appropriate prominence to DIPS. To the extent that such terms are included in the MOMI arrangements being negotiated or agreed between providers, this Guidance will only apply to the terms that relate to: (i) the inclusion of ~~the~~ DIPS in ~~the~~ RTSS; and (ii) giving appropriate prominence to DIPS (including PSR content and any listed channels in those DIPS).

2.5 As set out above, Ofcom must have regard to this Guidance when exercising or deciding to exercise its dispute resolution powers under Part 3A of the Act.[36] More information about Ofcom's approach to dispute resolution can be found in our ~~Dispute~~dispute ~~Resolution~~resolution ~~Guidelines~~guidelines.[37] We will publish our determinations of disputes referred to us under ~~section 362AT(3) of~~ the ~~Act~~Prominence Regime,[38] and providers may find it helpful to have regard to these determinations when interpreting this Guidance.

2.6 Finally, this is guidance only. DIPS and RTSS providers are therefore able to adopt a different approach to the one set out in this Guidance. However, providers must still ensure that the terms they agree meet their respective statutory ~~obligations~~duties, including the ~~obligation~~duty to act consistently with the Agreement Objectives when entering into MOMI

[36] ~~Ofcom's~~Section ~~Dispute~~362AL(5) ~~Resolution~~of ~~Guidelines,~~the ~~7 June 2011~~Act. ~~These guidelines are due to be reviewed and consulted on in 2026.~~

[37] Ofcom's Dispute Resolution Guidelines, June 2011. We intend to revise these guidelines and will consult separately on the proposed changes. The updated guidelines will be published on our website.

[38] Section 362AT(3) of the Act says that any one or more parties to a dispute may refer it to Ofcom but only if (and when) there is no realistic prospect of resolving the dispute without referring it.

arrangements and while they are in force. The fact that DIPS and RTSS providers are in agreement does not prevent Ofcom from taking enforcement action against those providers that we consider are not complying with their duties under Part 3A of the Act.

The Agreement Objectives

2.7 As described above, the Act sets out three Agreement Objectives with which DIPS and RTSS providers must act consistently when entering into MOMI arrangements and while those arrangements are in force.[39]

a) The Prominence Objective is that a DIPS is given an appropriate degree of prominence within an RTSS. This aims to ensure that one of the key purposes of the Prominence Regime – to ensure the prominence of public service content for audiences – is achieved. Appropriate prominence is to be interpreted according to the ~~recommendations~~recommended actions in the Code.

b) The PSR Objective is that, where a DIPS contributes to the fulfilment of a PSB's public service remit (or the promotion of one or more of the BBC's public purposes), MOMI arrangements do not adversely affect that PSB's ability to fulfil its public service remit (or promote its public purposes, in the case of the BBC). We consider that the PSR Objective aims to protect the delivery of the public service remit from the potential impact on PSBs of the ~~obligation~~duty on them to offer their DIPS as available to every RTSS.

c) The Innovation Objective is that MOMI arrangements do not result in a disproportionate restriction on an RTSS provider's ability to innovate in the ways that its users may select and access IPS or IPS programmes on its service. It follows that some restrictions on RTSS providers' ability to innovate in this way may be proportionate.

2.8 The Act requires DIPS and RTSS providers to act consistently with all three Agreement Objectives, which means that they cannot be considered in isolation from each other. The principles that Ofcom has applied in formulating the Code (which is central to the Prominence Objective), and the actions we recommend based on these principles, are consistent with the Agreement Objectives.[40] We recognise that DIPS and RTSS providers may have competing interests and that, in seeking to agree MOMI arrangements, there is potential for conflict between the PSR Objective and the Innovation Objective. This Guidance seeks to assist providers in resolving any such conflict.

Payments: general principle

2.9 This Guidance sets out the following general principle in respect of payments, which reflects DIPS and RTSS providers' respective MOMI ~~obligations~~duties and the ~~obligation~~duty of RTSS providers to give appropriate prominence to DIPS (including PSR content and any listed channels in those DIPS).

2.10 General principle: We consider that it would generally be inconsistent with the Agreement Objectives for either the DIPS provider or the RTSS provider to require payment from the other in respect of the following terms in MOMI arrangements:

[39] Sections 362AJ(3) and 362AK(2) of the Act. The three Agreement Objectives are in section 362AM(1) of the Act.

[40] Under section 362AP(5) of the Act, Ofcom must secure that the actions recommended in the Code are consistent with the Agreement Objectives.

a) terms that are reasonably necessary for the inclusion of DIPS in RTSS; and
b) terms that are reasonably necessary for the DIPS, as well as for PSR content and any listed channels included in that DIPS, to receive appropriate prominence as defined in ~~Ofcom's~~the Code.

We refer to these two categories of terms together as ~~"'~~**core terms**~~"'~~ in this Guidance.

2.11 This means, in general, that we would regard it as inconsistent with the Agreement Objectives for:

a) RTSS providers to require payment from DIPS providers for anything that is ~~'~~reasonably necessary~~'~~ to: (i) include the DIPS in the RTSS; or (ii) give the DIPS, its PSR content and any listed channels appropriate prominence; and
b) DIPS providers to require payment from RTSS providers for provision of the DIPS.

2.12 In this context:

a) 'payment' includes any direct fees or revenue shares, as well as indirect payments. Indirect payments may arise where the inclusion of DIPS in RTSS or the provision of appropriate prominence is made conditional on accepting other terms that affect the value transfer in ~~contracts~~agreements. For example, such terms could involve purchasing additional services, or imposing further obligations or restrictions that affect provider costs or revenues;
b) terms that are 'reasonably necessary' typically include, but are not limited to, provisions relating to: the DIPS being included in the RTSS; the RTSS giving appropriate prominence to the DIPS, its PSR content and any listed channels; and any associated technical requirements such as the sharing of programme metadata. However, it is not the case that all terms that relate to these areas will be ~~'~~reasonably necessary~~'~~ for the inclusion of DIPS in RTSS or to give appropriate prominence. What is ~~'~~reasonably necessary~~'~~ may vary depending on the circumstances. Relevant factors for the purposes of identifying these terms could include:
    i) audience needs and expectations about accessing the DIPS, its PSR content and any listed channels;
    ii) audience needs and expectations of the RTSS;
    iii) relevant industry practice by other providers (whether designated or otherwise); and
    iv) technical feasibility.

2.13 It follows from the general principle in paragraph 2.10 above that we consider it would generally be consistent with the Agreement Objectives if DIPS and RTSS providers were to require payments for any terms of the MOMI arrangements that are not ~~"~~core terms~~"~~. We refer to such terms as ~~"'~~**additional terms**~~"'~~ in this Guidance.

2.14 Additional terms could include, for example, those terms that relate specifically to any content in a DIPS that a PSB does not intend to use to fulfil its public service remit, such as paid-for content. We refer to this as '**non-PSR content**'. If a DIPS contains non-PSR content,[41] that content must be offered and included as part of that DIPS as a whole, in

[41] In the ~~Statement~~statement of ~~Methods~~methods for making our IPS designation decisions, we said that, where an IPS provider intends to make non-PSR content available within the IPS, they should explain how they will ensure that the promotion and ready discoverability of PSR content is not adversely affected. We also said that the high traffic areas of the homepage as well as other high traffic areas and features of the IPS should

accordance with the MOMI ~~obligations~~duties. This means that some terms relating to non-PSR content may be 'reasonably necessary' for the inclusion of that DIPS in RTSS. For example, core terms about the technical steps required for DIPS to be included and maintained in RTSS would relate to any non-PSR content in a DIPS (as well as to PSR content and any listed channels). However, terms in MOMI arrangements which relate specifically to non-PSR content in DIPS are unlikely to be 'reasonably necessary' for inclusion. For example, terms about in-app purchases or paid-for subscriptions would be additional terms.

2.15 While additional terms are subject to commercial negotiation, providers must still ensure that such terms are consistent with the Agreement Objectives and with the overarching aim of the Prominence Regime. For example, we consider that it would be inconsistent with the Agreement Objectives for a provider to make its acceptance of core terms conditional on the other provider's acceptance of additional terms.

2.16 For the avoidance of doubt, the examples of core and additional terms set out in this Guidance are non-exhaustive.

Cost recovery

2.17 There may be circumstances where it is reasonable for a provider to recover costs in respect of actions that are reasonably necessary to include DIPS in RTSS and/or to give DIPS, as well as PSR content and any listed channels included in DIPS, appropriate prominence.

2.18 Cost recovery is generally more likely to be applicable where one-off development is required rather than business-as-usual development. For example, it may be consistent with the PSR Objective for an RTSS provider to make a contribution to the reasonable costs that a DIPS provider incurs to make technical changes to its DIPS as a result of significant technical changes to an RTSS, such as the launch of a new version.

Steps to enable and maintain inclusion of DIPS

2.19 In this section we set out how DIPS and RTSS providers can act consistently with the Agreement Objectives when negotiating and agreeing terms about the technical steps required for DIPS to be included and maintained in RTSS.

2.20 We have considered the examples of core and additional terms in this section on the basis of whether they are reasonably necessary for the inclusion of DIPS in RTSS. However, this does not preclude those terms from also being reasonably necessary to give the DIPS, its PSR content and any listed channels appropriate prominence.

Core terms

2.21 In general, we consider that terms providing for the actions set out in paragraphs 2.~~18~~22 and 2.~~19~~23 below ~~would be~~are reasonably necessary for the inclusion of DIPS in RTSS, and are therefore core terms in accordance with our general principle.

2.22 In relation to the inclusion of a DIPS in an RTSS for the first time:

a) The DIPS provider carrying out any technical work required to include its DIPS in the RTSS and ensuring it functions in the RTSS to the standard expected by audiences;

---

predominantly consist of PSR content (see Ofcom, 2025, Designation of Public Service Broadcaster Internet Programme Services, Statement of Methods, paragraph A1.26).

b) The RTSS provider carrying out any technical work required to enable the RTSS to include the DIPS and ensuring that the DIPS functions in the RTSS to the standard expected by audiences; and

c) The DIPS provider and-/-or the RTSS provider completing any necessary testing and certification of the DIPS in a timely manner.

2.23 In relation to the ongoing inclusion of a DIPS in an RTSS:

a) DIPS and RTSS providers supplying each other with appropriate ongoing technical information and support in a timely manner, for the purposes of maintaining the DIPS in the RTSS. This includes, for example, the provision of technical data to help ensure that the DIPS is functioning properly on the RTSS and the provision of reasonable notice of any updates to the DIPS and-/-or the RTSS which could affect the inclusion of the DIPS in the RTSS; and

~~b)~~ DIPS and RTSS providers carrying out any technical work, including testing and certification, necessary to implement changes as a result of DIPS or RTSS ~~version~~updates ~~updates~~in a timely manner.

Delivery of DIPS

2.24 To include DIPS in RTSS, providers need to agree terms that provide for the technical means of delivering DIPS (we refer to these terms as '**technical delivery terms**' in this Guidance). The Act does not require DIPS to be offered or included using a particular delivery technology and the technical delivery of DIPS – including their PSR content and any listed channels included in them – is for providers to negotiate as part of their MOMI arrangements. Core terms of MOMI arrangements therefore include technical delivery terms that are reasonably necessary for the inclusion of DIPS. However, this does not mean that all technical delivery terms are necessarily core terms. Whether a technical delivery term is a core term may vary depending on the circumstances.

2.25 We recognise that DIPS are normally delivered through an app.[42] In circumstances where core terms include technical delivery terms that provide for another delivery technology, or a combination of delivery technologies, to be used, we consider that it may be consistent with the Agreement Objectives for payments to be made by the provider who wishes to make use of that delivery technology or combination of delivery technologies.

Additional terms

2.26 ~~In general, we consider that terms~~Terms providing for DIPS and-/-or RTSS providers to take steps to enable the DIPS and-/-or the RTSS to support technologies, features or functionality ~~that~~are additional terms if they are not reasonably necessary for the inclusion of DIPS in RTSS. ~~–~~For ~~such~~example, ~~as~~we consider that terms about dynamic advertising or ~~advert~~ad skipping ~~–~~are ~~will be~~generally additional terms.

2.27 We also consider that terms about the provision of audience data are generally additional terms on the basis that they are not reasonably necessary for the inclusion of DIPS in RTSS.

[42] As we explained in ~~our~~the ~~Statement~~statement ~~on the~~of methods ~~Ofcom will apply when~~for making our IPS designation decisions ~~(published 22 July 2025)~~, to be capable of designation, a PSB service which is not an app must meet the statutory definition of IPS and satisfy the designation conditions in the Act (see Ofcom, 2025, Designation of Public Service Broadcaster Internet Programme Services, Statement of Methods, paragraph 3.93).

Cost recovery

2.28 There may be circumstances where it is reasonable for a provider to recover costs in respect of actions that are reasonably necessary to include DIPS in RTSS. For example, it may be consistent with the PSR Objective for an RTSS provider to make a contribution to the reasonable costs that a DIPS provider incurs to make technical changes to its DIPS as a result of significant technical changes to an RTSS, such as the launch of a new version.

Form of DIPS

2.29 We recognise that DIPS will normally be delivered in the form of an app. However, there may be circumstances where this is not the case – for example, where an RTSS provider wants its RTSS to operate in a way that includes DIPS that are not apps, or where a DIPS provider wants to offer its DIPS in a form that is not an app.[[FOOTNOTE]] In these exceptional circumstances, we consider that it may be consistent with the Agreement Objectives for payments to be made by the provider who wishes to offer or include (as applicable) the DIPS that is not an app.

Prominence

2.30 As noted at paragraph 1.8(a) above, RTSS providers are required by the Act to give an appropriate degree of prominence to each DIPS included on in their RTSS. This (this includes giving appropriate prominence for to PSR content and any listed channels included in each those DIPS). Ofcom's Code sets out how RTSS providers can comply with their prominence and accessibility requirements.

2.31 In this section we set out how DIPS and RTSS providers can act consistently with the Agreement Objectives and, in particular, the Prominence Objective, when negotiating and agreeing terms about prominence.

2.32 We have considered the examples of core and additional terms in this section on the basis of whether they are reasonably necessary to give the DIPS, its PSR content and any listed channels appropriate prominence. However, this does not preclude those terms from also being reasonably necessary for the inclusion of DIPS in RTSS.

Core terms

2.33 In general, we consider that the following terms are reasonably necessary for the DIPS, as well as for PSR content and any listed channels included in that DIPS, to receive appropriate prominence as defined set out in Ofcom's the Code and are therefore core terms in accordance with our general principle:

a) RTSS providers following the recommended actions in the Code; and

b) DIPS providers supplying to RTSS providers the inputs necessary to enable them to follow the recommended actions in the Code. This includes metadata and relevant information about PSR content[43] on the DIPS to be given appropriate prominence. It

[43] In this Guidance, we refer to PSR content to mean the content included in a licensed PSB or S4C IPS that contributes to the fulfilment of the public service remit for the relevant PSB, as defined in section 362AA(12) of the Act. We note that the Code refers to "public service content" to mean PSR content and content included in BBC DIPS.

also includes any information or data that RTSS providers need to attribute programmes to DIPS providers; and

c) RTSS providers following the recommended actions in the Code, including through the use of the inputs referred to in paragraph 2.31(a) above.

Additional terms

2.34 In general, we consider that terms providing for ~~RTSS providers to give prominence to DIPS and its content beyond~~ the following actions ~~recommended in the Code will be~~ are additional terms~~.~~ in accordance with our general principle:

a) DIPS providers supplying to RTSS providers any inputs beyond those that are necessary to enable them to follow the recommended actions in the Code;

b) RTSS providers using the inputs referred to in paragraph 2.31(a) for any purpose other than following the recommended actions in the Code; and

c) RTSS providers giving prominence to the DIPS and its content beyond the actions recommended in the Code.

2.35 We also consider that terms about the provision of audience data are generally additional terms on the basis that they are not reasonably necessary for ~~the~~ DIPS, ~~its~~ their PSR content and any listed channels included in ~~that~~ DIPS, to receive appropriate prominence as ~~defined~~ set out in the Code.

Transparency

2.36 We consider that it would be inconsistent with the Agreement Objectives if RTSS providers do not:

a) explain the specific measures that they will take to follow the recommended actions in the Code, particularly the actions in recommendation A2 of the Code in respect of primary content areas,[44] as part of their negotiations with DIPS providers and agree to include these measures in MOMI arrangements; and

b) supply sufficient information to DIPS providers to enable them to verify on an ongoing basis that the measures referred to in paragraph 2.34(a) are being applied in practice.

[44] 'Primary content areas' are defined in section 3 of the Code.