Dear

Commissioning Brief

Commissioning Brief No: 20158
Ideas for BBC Radio 1’s Podcasts 2017/18
Commissioning Round - Radio 1: 5
**SECTION A: EDITORIAL OPPORTUNITY**

**Commissioning Brief 20158: IDEAS WELCOME**

<table>
<thead>
<tr>
<th>Commission contact</th>
<th>Commissioning Exec</th>
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<tbody>
<tr>
<td></td>
<td><a href="mailto:Louise.kattenhorn@bbc.co.uk">Louise.kattenhorn@bbc.co.uk</a></td>
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<tr>
<th>Duration</th>
<th>Average 30 minutes per episode</th>
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<tbody>
<tr>
<td>Number of programmes available</td>
<td>100 Episodes</td>
</tr>
<tr>
<td>Transmission period</td>
<td>January 2018-March 2019</td>
</tr>
<tr>
<td>Guide Price per episode</td>
<td>£1500 including presenter fees (but open to discuss higher priced treatments before short proposals are submitted)</td>
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<tr>
<td>Commissioning Year</td>
<td>2017/2018</td>
</tr>
<tr>
<td>Commissioning Round</td>
<td>Radio 1: 5</td>
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</table>

Please note:

- All Short Proposals and Eligibility Questionnaires must be submitted via Proteus before the deadline on Thurs 26th October.

- During Stage 1 of the process we will first evaluate the responses given in the Eligibility Questionnaire (see Appendix 1, page 19). All answers should be entered into the ‘Add/Edit Notes Here’ section in Proteus. Note the questions in this brief may differ from those used in other Radio 1 and 1Xtra commissioning briefs.

- The suppliers that pass the eligibility stage will then have their Short Proposal assessed. This should be no longer than 250 words. It should be entered into the ‘short synopsis’ section of the Proteus submission form.
**BBC Radio 1**

Radio 1 aims to bring new young diverse audiences to the BBC with a distinctive mix of contemporary music and speech.

We produce great content which diverse young people want to listen to, watch and share. The network is at the forefront of BBC Radio’s efforts to reinvent and grow radio; and plays a key role in helping showcase the wider BBC to each new generation.

**Podcast Strategy**

Our on-air programming is complemented by multi-platform content (audio, visual & social) designed to appeal to both existing audiences and new ones who happen to stumble across it; ultimately converting this latter group into regular Radio 1 listeners.

With our new podcast offering, we see an opportunity to reinforce Radio 1’s reputation as unruly, infectious, and honest.

We also see this commissioning round as an opportunity to find and develop new and upcoming talent, and for talent to start a relationship with Radio 1 & 1Xtra, and the BBC; as well as giving more established talent a space to create something different or surprising which will give our young audience a chance to see a different side to them, or get to know them better.

Producers who are shortlisted should include any thoughts on how their specific proposal can assist in delivering this strategy.

We have provided a pack of audience insights, including some examples of formats that work in this space.

**The Opportunity**

Radio 1 currently produces several successful ‘highlights’ podcasts featuring content from our popular daytime output (Greg James, Scott Mills, Movies with Ali Plumb etc.) [http://www.bbc.co.uk/podcasts/radio1](http://www.bbc.co.uk/podcasts/radio1)

We want to expand this offer with a range of distinctive comedy & entertainment podcasts. They will sit within the Radio 1 podcast ‘family’, may be branded under a Radio 1 brand, e.g. Radio 1 Comedy, and will contain 100% original content. Although they will be broadcast on Radio 1, they should be thought of primarily as a digital offer and the style & tone should reflect that.

We are looking for 100 podcast episodes split into two slots. The first podcasts will be launched online and on-air in January 2018.

We want Radio 1 podcasts to build a following and provide good company through funny, spontaneous and candid conversations.

The role of talent is key. We want listeners to build familiarity and attachment, and for them to feel part of the Radio 1 family. We are looking for ‘chemistry’ – an obvious camaraderie/friendship (developing or pre-existing) between the talent and/or guests.
Comedy is a really important area of content for young audiences; both as a genre, and as a treatment or format to tackle other topic areas young people are interested in. It can be stimulating, exciting and require focused attention. This type of content has spontaneity, energy and can be provocative. It can also be something young people use to relax and wind down. In this instance, formats and talent that allow listeners to mentally switch off from their day is important. We are interested in both these types of comic content.

Tonally we’re looking for informality, spontaneity, unpredictability and frank, unguarded conversation.

**We are looking for 100 podcast episodes split into two slots:**

1) **Series formats** – ideas that will sustain up to 12 episodes at a time.
   - Each series needs a clear focus or premise to bring audiences in and build a following for digital listening.
   - We will be looking for a strong narrative over the 12 episodes.
   - These series are more likely to meet the need for stimulation and excitement for our audience and as such can take risks and be innovative or provocative. Informality and spontaneity are key.

2) **Innovative and experimental ideas** – ideas that could sustain up to 6 episodes at a time, or could be one offs or a shorter series of 2 or 3.
   - These can be riskier, more experimental formats.
   - They could give a platform to brand new upcoming talent, and play a role in helping them to develop and find their voice.
   - These formats may have potential to become longer series in the future.

**NB Please input ideas into Proteus as either:**

1 Series format: Title: Proposed # Episodes
2 Short format: Title: Proposed # Episodes

Please note we may consider commissioning a pilot (off air/on air) from the idea: if we like it, we'd consider commissioning it under one of the slots listed above.
COMPLIANCE AND BBC EDITORIAL GUIDELINES

You will be required to deliver programmes that are in line with the BBC’s Editorial Guidelines and be able to adapt to the BBC’s changing editorial and business needs during the period of the commission.

The podcasts will be broadcast on Radio 1 & 1Xtra in a late night slot. Strong language & content will be permissible.

THE EVALUATION TEAM

The following people may be involved in evaluating your proposal at various stages:

Ben Cooper – Controller, Radio 1, 1Xtra & Asian Network
Aled Haydn-Jones – Head of Programmes, Radio 1
Mark Strippel – Head of Programmes, 1Xtra & Asian Network
Louise Kattenhorn - Commissioning Exec, Radio 1
Robert Gallacher – Commissioning Editor
Mark Waring – Business Affairs

Subject matter experts (e.g. production experts, digital content specialists, network management or finance advisors etc.) may also be consulted. See Section B for information on the commissioning process, timetable and assessment criteria.
SECTION B: THE COMMISSIONING PROCESS

1. TIMETABLE

The commissioning process consists of five stages, as set out in the timetable below:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Timings (all midday)</th>
<th>Activities</th>
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<tbody>
<tr>
<td>Launch</td>
<td>Midday Thurs 5 Oct</td>
<td>Publication of commissioning brief documentation</td>
</tr>
<tr>
<td>1. Short Proposal and shortlisting</td>
<td>Thurs 26 Oct</td>
<td>Deadline for submission, via Proteus, of Short Proposal and Eligibility Questionnaire responses</td>
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<tr>
<td></td>
<td>Thurs 2 Nov</td>
<td>Producers shortlisted notified of outcomes, asked to prepare a Full Proposal and may be invited to an interview/pitch.</td>
</tr>
<tr>
<td>2. Full Proposal</td>
<td>Friday 3 Nov – Tues 21 Nov</td>
<td>Opportunity to talk to commissioners about the programme brief.</td>
</tr>
<tr>
<td></td>
<td>Thurs 23 Nov</td>
<td>Deadline for Full Proposal to be submitted via Proteus</td>
</tr>
<tr>
<td>3. Interview/ Pitch</td>
<td>w/c 27 Nov</td>
<td>All producers shortlisted and who submit a Full Proposal may be invited to attend an interview/face to face pitch. These are due to be held in November 2017.</td>
</tr>
<tr>
<td>4. Commission decisions made and contracts signed</td>
<td>Tues 5 Dec</td>
<td>Either: Commission award decision made, commissioning specification completed and contract issued. Or: Producers invited to second interviews. Or: Pilot commissioned</td>
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<tr>
<td></td>
<td>To be agreed</td>
<td>Agreement of all programme related deliverables and technical specifications (for further information on Radio 1 and 1Xtra’s requirements, please see the BBC’s commissioning website). Full contract signed.</td>
</tr>
<tr>
<td>5. Feedback</td>
<td>Two weeks after publication of the results</td>
<td>Shortlisted producers may request feedback.</td>
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</tbody>
</table>

We will assess your proposal according to this timetable. Late submissions cannot be accepted. If you have any questions about these commissioning briefs that need answering before you submit your Short Proposal and eligibility responses, please ensure you email them to Louise.Kattenhorn@bbc.co.uk by Weds 18 October at the latest.
2. THE FIVE STAGES

STAGE 1: SHORT PROPOSAL AND INITIAL SHORTLISTING

Step 1 Via Proteus, you submit your responses to the Eligibility Questionnaire set out in Appendix 1 AND also your 250 word Short Proposal.

- The Eligibility Questionnaire is designed to allow the BBC to understand more about your company. Responses to part 1 of the questionnaire are for our information only. Responses to part 2 and part 3 are pass/fail. Please note the questions asked in this brief may be different to those used in other Radio 1 production briefs.

- Your Short Proposal should be no more than 250 words and summarise your specific idea. It should demonstrate your ability to produce your idea, set out your editorial ambitions and address the requirements set out in Section A of the brief.

Step 2 The BBC Commissioning Editor, Robert Gallacher together with others from the evaluation team listed on page 5 as necessary, will first assess the responses to the Eligibility Questionnaire (see Appendix 1 for further details) and then evaluate the Short Proposals against the editorial brief set out in Section A.

Step 3 Suppliers who pass the eligibility stage will have their Short Proposal assessed and a shortlist will be compiled.

Step 4 You will be notified of the outcome of Stage 1. Shortlisted companies will be asked to make a Full Proposal. No feedback will be provided for unsuccessful proposals at this stage.

STAGE 2: FULL PROPOSAL

Step 1 We may issue further relevant programme production information to all producers proceeding to this stage. If sensitive information is being released then producers will be asked to sign a non-disclosure agreement (NDA) - see Appendix 4 for this NDA.

Step 2 Producers proceeding to this stage will be invited to provide a Full Proposal, via Proteus, responding to this commissioning brief, which includes all the elements outlined in Section C paragraph 1 (“Full Proposal”). For guidance, your Full Proposal should not exceed five sides of A4 when printed using Arial font, size 11.

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1 Please note, only the first 250 words of your Short Proposal will be read
STAGE 3: INTERVIEW / PITCH

Step 1 Those shortlisted at Stage 1, who successfully submit a Full Proposal via Proteus before the closing date, may be invited to discuss their ideas at a pitching meeting. This may happen if your proposal is highly complex or high risk, if separate companies propose very similar ideas and more information is required or your proposal is over a financial limit.

Should you be invited to a pitch meeting, we will notify you which members of the evaluation team will be attending this meeting and you should expect to be asked to discuss and elaborate on your proposal, and answer questions about it. It is also possible we may ask you to bring additional relevant material to this meeting – for example, a sample playlist.

Step 2 Following any pitches, the evaluation team will score your Full Proposal against the assessment criteria in Section B3 (page 8), taking into account the responses given during the pitch, and any additional material requested.

Step 3 We may hold second interviews, for example, in order to gather more information about your idea.

Step 4 We may commission a pilot.

STAGE 4: CONTRACT SIGNED

See section D “Contract Award”.

STAGE 5: FEEDBACK

If you’re unsuccessful after you have submitted your Full Proposal, you may request feedback. Once notified you have two weeks to request feedback. Requests for feedback should be made to Louise.kattenhorn@bbc.co.uk

Feedback will be provided within two weeks of receiving the request.
3. ASSESSMENT CRITERIA

We will assess your Full Proposal (and pitch should we require one) according to the main criteria below (editorial proposal and capability, value for money and risk). More details on how we will make our assessment will be given to all those shortlisted at the same time as they are invited to submit a Full Proposal.

<table>
<thead>
<tr>
<th>Assessment Criteria and Indicators</th>
<th>Weighting</th>
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<tbody>
<tr>
<td><strong>1. Editorial proposal and capability</strong></td>
<td><strong>75%</strong></td>
</tr>
<tr>
<td>Indicators:</td>
<td></td>
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<tr>
<td>• Fit of editorial proposal to overall Network Strategy</td>
<td></td>
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<tr>
<td>• Format and structure of the podcast</td>
<td></td>
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<td>• Innovation and freshness</td>
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<td>• Demonstrable understanding of style &amp; tone of podcasts</td>
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<td>• Experience of delivering compelling speech programming</td>
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<td>• Keen appreciation of the world of comedy, popular culture, music and entertainment relevant to target audience</td>
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<tr>
<td>• Depth of knowledge of youth culture</td>
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<tr>
<td>• Demonstrable ability to attract, develop and manage on air talent</td>
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<tr>
<td>• Proposed production team’s track record in producing programmes for youth audiences</td>
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<tr>
<td>• Plans for engaging young audiences via social media and interactive content</td>
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<tr>
<td>• Additional digital innovation</td>
<td></td>
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<tr>
<td>• Diversity (on air and off air)</td>
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<tr>
<td><strong>2. Value for Money</strong></td>
<td><strong>20%</strong></td>
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<tr>
<td>Indicators:</td>
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<tr>
<td>• Price per episode</td>
<td></td>
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<tr>
<td>• Financial plan [including budget showing production and overheads]</td>
<td></td>
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<tr>
<td>• Efficiency of production process</td>
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<tr>
<td>• Acceptance of key contract terms (which includes compliance with all applicable UK law)</td>
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<tr>
<td>• Additional production value</td>
<td></td>
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<tr>
<td><strong>3. Risk</strong></td>
<td><strong>5%</strong></td>
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<tr>
<td>Indicators:</td>
<td></td>
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<tr>
<td>• Business Continuity (incl. Delivery)</td>
<td></td>
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<tr>
<td>• BBC reputational risk</td>
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<tr>
<td>• Conflict of interest</td>
<td></td>
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<tr>
<td>• Ability to comply with all relevant UK legislation and BBC Policies (not limited to editorial policies)</td>
<td></td>
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</tbody>
</table>
SECTION C: FULL PROPOSALS

1. WHAT WE NEED FROM YOU

Your Full Proposal must be entered into the main ‘Synopsis’ section (under the FULL heading) in Proteus by noon on Thurs 23 November; late submissions cannot be accepted. It should adopt the structure below and, for guidance, should not in total exceed five sides of A4 when printed using Arial font, size 11.

Part 1 – Your detailed Full Proposal, showing your response to the BBC’s requirements outlined in Section A of this commissioning brief.

Part 2 – a section containing the following information:

(i) The name and contact details of your nominated representative (a single point of contact within your organisation who will be responsible for all communication related to the commissioning brief).

(ii) The planned location for the production team who will produce the show should you be successful.

(iii) Evidence that you have the skills to deliver, or the ability to acquire the skills to deliver, the production of the programme in line with this commissioning brief.

(iv) Details of third party suppliers. You may want to work in partnership with third parties to deliver the brief. If so, you should include:

   o responses on behalf of each partner
   o details of the responsibilities of each partner
   o an outline of the main personnel who will be responsible for the production and delivery of the programme
   o an explanation of how working in partnership would be successfully achieved, including a proposed legal structure (e.g. one lead contractor and sub-contractors).

(v) Details of your proposed total programme and per episode cost, broken down by price to BBC Public Service and any other funding sources. As part of our strategic priorities the BBC is making a commitment to the real living wage (as described by the Living Wage Foundation – see livingwage.org.uk). The per episode cost of the programme should be budgeted to account for the real living wage and the Full Proposal should include details of how compliance with the real living wage will be achieved.

(vi) As the BBC is looking for an original programme format, and not development of an existing programme/series, the BBC’s view is that TUPE will not be relevant or applicable to this commission.
Appendix A – Confirmation of acceptance of the BBC’s key contract terms (see Section E).

Appendix B – Risk management. You should identify specific risks e.g. production risk, business continuity etc.; and the processes or systems that will be put in place to manage these.

Appendix C – Company policies. This part of the response should include:

- Evidence of your diversity and inclusion policy
- Evidence of the existence of other company policies listed in Section E of this brief.

(Note: the BBC will not be undertaking a detailed review of the policies themselves as part of the evaluation; it will be assumed that they comply with BBC requirements).

Please note, the contract will be offered as a “fixed price” deal, with you being responsible for any overspend and entitled to keep any underspend. Whilst you are welcome to include proposals to deliver levels of content over and above that set out as required in Section A, this will need to be funded from within the published guide price.

If you have any questions regarding the submission of your Full Proposal, please ensure you email them to Louise.Kattenhorn@bbc.co.uk by Monday 20th November 2017 at the latest.

2. WHAT TO EXPECT FROM US

NOMINATED REPRESENTATIVE

The BBC’s nominated representatives for this commissioning brief are Louise.kattenhorn@bbc.co.uk and Aled.Jones@bbc.co.uk. No individual other than the BBC’s nominated representatives (or their delegates as advised by the BBC) is authorised to discuss the contents or the substance of this commissioning brief with you. We’ll let you know of any change or addition to the BBC’s nominated representatives.

RESPONSES TO YOUR QUESTIONS

In the interest of fair competition, where we feel it’s appropriate, anonymised questions and responses will be circulated to all producers.

COPYRIGHT

The BBC is a signatory to, and will abide by the principles of the APC Code.
CONFIDENTIALITY

Subject to Section 2, paragraph 5 (Freedom of Information Act), the BBC will keep confidential all commercially sensitive information included in responses to this commissioning brief and will only use this information for the purposes of evaluating the Full Proposal, provided that you have identified the confidential nature of any such information in your response documents.

FREEDOM OF INFORMATION ACT

As a public authority, the BBC is required to comply with the Freedom of Information Act 2000 ("FOIA"), which came into force on 1 January 2005. The FOIA is intended to deliver greater accountability for decisions and spending across the whole of the public sector. It requires public authorities to strike a balance between achieving transparency and protecting genuinely confidential or commercially sensitive information.

You should be aware that, under an FOIA request, the BBC may be required to disclose information contained within the Full Proposal or future contractual information. Following a request, the BBC may take the views of organisations submitting proposals into account when deciding what information will be disclosed.

For more information on the Freedom of Information Act see bbc.co.uk/foi.

COSTS

As outlined in Section D, paragraph 6 below, you submit responses to this commissioning brief and take part in this process at your own cost.

A FIXED PRICE DEAL

The contract will be offered as a “fixed price” deal; with you being responsible for any overspend and entitled to keep any underspend.

CONTRACT DURATION FOR STRANDS

Subject to the slot but the BBC and the Supplier agree to discuss in good faith an option for the BBC to renew a commission for more programmes/podcasts on the same terms.
3. IMPORTANT POINTS TO NOTE

All Full Proposals should be submitted using Proteus by noon on 23rd November 2017. For guidance, it should not in total exceed five sides of A4 when printed using Arial font, size 11.

We strongly advise you to submit your final responses in good time to avoid the possibility of difficulties caused by unforeseen network or transmission problems. No late submissions will be accepted.

If additional supporting material is requested prior to the pitching meeting, we will notify you of how and when to submit this in good time ahead of that meeting.

This commissioning brief is not a contract. However, the information contained in this commissioning brief, together with your responses, will form the basis of the final contract between you and the BBC.

The BBC reserves the right to exclude any producer that is found to either:

   a) have provided information which is untrue, or
   b) be in breach of any of the terms of the non-disclosure agreement.

**IMPORTANT:** Producers wishing to submit a proposal under these briefs are not permitted to contact BBC production staff, seeking further information without prior consent from the commissioner.

Producers are not permitted to contact on-air talent or their producers, unless shortlisted, and with prior approval of the commissioner.

Any producer found to be in breach of this clause will be excluded from the commissioning process.

The BBC may modify the commissioning brief (including the timetable as outlined in Section B.1) at any time prior to the submission deadline. Any such amendment will be notified in writing to all prospective producers. To allow time for such amendment to be taken into account, the BBC may, at its discretion, extend the deadline for receipt of submissions.

By submitting your proposal, you confirm acceptance of the key contract terms (See Section E).
SECTION D: COMMISSION AWARD

1. NOTIFICATION
If you are awarded the commission, the Commissioner will notify you in writing.

2. KEY CONTRACT TERMS
Any contract resulting from the commissioning brief will be between the BBC and the successful producer and will include the BBC’s key contract terms (see Section E)

3. DUE DILIGENCE
The commissioner reserves the right to perform appropriate due diligence (including but not limited to financial and health and safety assessments) at any stage of the commissioning process before the award of a final contract to a producer.

4. MODIFICATIONS
In awarding the commission, we may request additions or modifications to the editorial proposition to incorporate any BBC originated ideas, which may not have been included in your submission, provided that any such requests can be accommodated within the agreed contract price.

5. ACCEPTANCE AND REJECTION OF COMMISSIONING BRIEFS
The BBC reserves the right at any time prior to the award of a commission, and without incurring any liability to the affected producers, to accept or to reject any proposal, or to annul the commissioning process rejecting all Full Proposals.

6. COSTS ASSOCIATED WITH OFFERING A PROPOSAL
All costs incurred directly or indirectly in responding to, preparing and submitting the Full Proposals or those costs which arise out of any presentations requested by the commissioner will be borne wholly by the producer.

7. PUBLICITY
Producers shall not, without the prior consent of the BBC, make any reference to the BBC in any advertising, promotional or published material, nor speak in public about the BBC or its affairs in connection with this commissioning brief.

8. USE OF BBC LOGO
Producers must not use or reproduce any BBC logo or otherwise make reference to the BBC without the prior consent of the BBC, other than to the extent required in order to prepare a response to the commissioning brief.
9. **INDUCEMENT**

The offering of inducement of any kind in relation to obtaining this or any other contract with the BBC will automatically disqualify a producer and may constitute a criminal offence.

10. **TRANSITION**

As the BBC is looking for an original programme/podcast format, and not development of an existing programme/podcast, the BBC’s view is that TUPE will not be relevant or applicable to these briefs or subsequent commissions.
SECTION E: KEY CONTRACT TERMS

The successful producer will be the producer of the programme (“Producer”). The contract shall be awarded for the period detailed in Section A and shall be contracted as a long-form commissioning agreement, which shall contain the following key contract terms:

1. PRE-CONDITIONS

1.1 The producer must comply with all relevant health and safety legislation for the time being in force and must either have been vetted by the BBC’s Health and Safety department within the previous 36 months, or arrange to be re-vetted and obtain BBC health and safety approval prior to contract.

1.2 In making the programme the producer shall comply with the BBC Guidelines and comply with all applicable law including: child protection legislation, disability discrimination legislation, data protection legislation, anti-bribery legislation, construction design and management regulations and all regulations and orders made under such legislation.

1.3 The producer and the BBC will need to agree the detailed editorial specification, and for the avoidance of doubt, the producer will be required to secure the BBC’s prior written approval of key off-air talent and production staff including the executive producer. Decisions regarding the choice of presenter will be made by the BBC.

1.4 Relevant personnel employed or engaged by the producer and working on the programme may be required to sign non-disclosure agreements (NDA) with the BBC in connection with access they are granted to any BBC systems in the course of producing and delivering the programme to the BBC.

2. FINANCE

2.1 Financial terms shall reflect Section A of the commissioning brief and the producer’s response as accepted and confirmed by the BBC.

3. CONTRACT RIGHTS AND REVENUE

3.1 Production of the programme is offered on the BBC’s Standard Terms Contract unless the parties agree otherwise in writing. To avoid doubt podcast rights are expressly included.

4. DELIVERABLES

5.1 The editorial, technical, delivery and finance provisions set out in Section A shall be reflected as terms of the contract.
5. TERMINATION AND TAKEOVER

6.1 The BBC shall have the right to terminate and/or takeover the contract if it determines in its absolute discretion that the delivery of the programme by the producer over the period of review has undermined the quality and/or integrity of the programme and/or the brand.

6.2 The commissioner shall also be entitled to terminate the contract (without prejudice to any other rights or remedies that the BBC may have) in the event that the commissioner determines (acting reasonably) that one (or more) of the pre-conditions set out above are not being fulfilled.

6.3 The BBC’s standard rights of termination or takeover of production of the programme will apply.
APPENDIX 1: ELIGIBILITY QUESTIONNAIRE

The Eligibility Questionnaire is the first part of your submission the BBC will consider as part of the process. Once completed, please copy and paste your responses into the Add/Edit Notes Here section of the Create Proposal page in Proteus – as per the screen grab below.

There are three parts to the questionnaire:

1) **Part 1** relates to your company and is for our information only. Your answers will not be scored in any way.

2) **Part 2** covers a range of policy issues and is Pass/Fail. You should answer YES or NO. If yes, please then give details; if no, please indicate if you would be willing and able to put the relevant policies in place by the time of the Full Proposal deadline. If your response to any question fails to satisfy the evaluators, your proposal will not be considered further.

3) **Part 3** covers insolvency and bankruptcy and is Pass/Fail. If you answer YES to any of the questions, the BBC may deem you to be ineligible to be considered further as part of this process.

Suppliers who pass their eligibility stage will then have their Short Proposal assessed.
Part 1: Your company (for information only)

1.1 How long has the company’s substantive base been established?  
[Insert details]

1.2 Is your organisation part of a group? If so, give details of other group members.  
[Insert details]

1.3 Please give your annual turnover over the last three years and/or projected annual turnover over the next three years.  
[Insert details]

1.4 Do you plan to submit a Full Proposal as part of a partnership? YES/NO

1.5 If ‘yes’, please:
   a) list each partner and describe the responsibilities each will take
   b) indicate the lead company with whom the BBC will contract
   c) include the key personnel responsible for the production and delivery of the programme and details of the partnering company they are currently contracted to  
[Insert details]

Part 2: Policies (Pass/Fail)
Please indicate whether your organisation currently has the following policies and, if not, whether you would be willing and able to put them in place by the time of the Full Proposal submission deadline. Please note: only those who currently have policies (or would be willing and able to put them in place) will be considered eligible.

2.1 Business Continuity  
[YES/NO – if YES give details of the policy in no more than 100 words or provide a working weblink to the relevant policy, stating if anything has changed since you last submitted a proposal, if NO indicate if you would be willing and able to put them in place by the time of the Full Proposal deadline]

2.2 Data Protection  
[YES/NO – if YES give details of the policy in no more than 100 words or provide a working weblink to the relevant policy, stating if anything has changed since you last submitted a proposal, if NO indicate if you would be willing and able to put them in place by the time of the Full Proposal deadline]

2.3 Health and Safety  
[YES/NO – if YES give details of the policy in no more than 100 words or provide a working weblink to the relevant policy, stating if anything has changed since you last submitted a proposal, if NO indicate if you would be willing and able to put them in place by the time of the Full Proposal deadline]

2.4 Equal Opportunities  
[YES/NO – if YES give details of the policy in no more than 100 words or provide a working weblink to the relevant policy, stating if anything has changed since you last submitted a proposal, if NO indicate if you would be willing and able to put them in place by the time of the Full Proposal deadline]
2.5 Diversity and Inclusion
[YES/NO – if YES give details of the policy in no more than 100 words or provide a working weblink to the relevant policy, stating if anything has changed since you last submitted a proposal, if NO indicate if you would be willing and able to put them in place by the time of the Full Proposal deadline]

Part 3: Insolvency and Bankruptcy/County Court Judgments (Pass/Fail)
Please note: if you answer YES to any of the questions in the table below the BBC may deem you to be ineligible.

In the past five years, in the United Kingdom, Republic of Ireland or elsewhere, has your organisation (or any of your directors) ever been:

3.1 Declared bankrupt YES/NO – delete as applicable
3.2 Served a bankruptcy petition [YES/NO – delete as applicable]
3.3 The subject of a bankruptcy court order [YES/NO – delete as applicable]
3.4 The subject of insolvency [YES/NO – delete as applicable]
3.5 The subject of winding-up proceedings [YES/NO – delete as applicable]
3.6 In a situation where your assets have been administered by a liquidator or by the court [YES/NO – delete as applicable]
3.7 The subject of any civil action relating to your professional or business activities which has either resulted in a judgement or finding against you by a court, or a settlement being agreed (other than a settlement consisting only of the dismissal by consent of a claim against your organisation – or any of your directors – and the payment of costs) including any outstanding industrial tribunal hearings. [YES/NO – delete as applicable]
3.8 In breach of obligations related to the payment of tax or social security contributions, as established by a judicial or administrative decision (with final and binding effect in the United Kingdom) [YES/NO – delete as applicable]
APPENDIX 2: ABOUT THE BBC

The BBC provides a diverse range of broadcast services under a Royal Charter.

The greater portion of the BBC’s income comes from the licence fee.

In spending this money, the BBC has an obligation to demonstrably secure best value for money for the licence fee payer in all aspects of its day-to-day activities.

The BBC is unique in British broadcasting. Our reputation is built on quality, public service, distinctiveness, objectivity and indigenous programme making.

Recent years have seen fundamental changes in the broadcasting industry, with more competition and a wider range of services.

The BBC now offers major radio networks, a substantial online presence, a number of TV channels, and over 40 local radio stations, as well as a range of other services.

As part of the Charter renewal process in 2016, the BBC has committed to open up more of its output to competition. By 2022 60% of network radio broadcasting will be competed under a commissioning framework based on principles of fairness and transparency.

A key part of demonstrating value for money in delivering the BBC’s services is the continuing need to form effective and strategic supplier relationships and to work with producers to maximise efficiency and innovation to the BBC and work closely together for mutual benefits.

In submitting responses, you should emphasise the ways in which your bid can specifically support delivery of BBC Radio’s vision and objectives (See Appendix 3).

For further information on the BBC’s business activities, please visit BBC Radio’s commissioning website.
Reinvent and Grow Radio

Always audience first
Work as a proper team
Reflect the diversity of the UK
Seek out new ideas from new places

1. Deliver world class live and linear radio
2. Focus on the under 45s
3. Transform our digital product
4. Create a virtuous circle between the UK and global markets
5. Be a catalyst for the UK’s incredible creative talent
APPENDIX 4: EXAMPLE NON DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT
Effective Date:
BETWEEN:
The British Broadcasting Corporation whose principal place of business is at Broadcasting House, Portland Place, London W1A 1AA (the “BBC”) and
[Name and registered office of company/name of individual] (the “Recipient”)
The BBC has agreed to provide to the Recipient information relating to [ ] (the “Project”). The BBC and the Recipient are entering into this Agreement (“Agreement”) in order to define their respective rights and obligations in relation to the disclosure of Confidential Information by the BBC to the Recipient in connection with the Project.

1 Definitions
In this Agreement:

1.1 “Confidential Information” means information whether in written or any other form whatsoever which:

1.1.1 by its nature is confidential, is designated by the BBC as confidential; or the Recipient knows or ought to know is confidential; and

1.1.2 is disclosed by or on behalf of the BBC to the Recipient, or otherwise is in the possession of the Recipient, in connection with the Project and whether disclosed before, on or after the Effective Date at the top of this Agreement.

1.2 Notwithstanding Clause 1.1 above, Confidential Information shall not include information which:

1.2.1 entered or subsequently enters the public domain without breach of this Agreement or any other obligation of confidentiality by the Recipient;

1.2.2 the Recipient can demonstrate was already in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the BBC and was not previously acquired from the BBC under any obligation of confidentiality;

1.2.3 is disclosed to the Recipient by a third party without breach by the Recipient or such third party of any obligation of confidentiality owed to the BBC;

1.2.4 the Recipient can demonstrate is independently developed or discovered by or for it not as a result of any activities relating to the Project;
1.2.5 is hereafter disclosed by the BBC to a third party without restriction on disclosure or use, including, by way of the publication of a patent specification;

1.2.6 is disclosed by the Recipient with the prior written permission of the BBC; and

1.2.7 is required to be disclosed in accordance with the FOIA, if applicable, or otherwise is required to be disclosed by law, order of court, the requirements of any regulatory or taxation authority or the rules of any stock exchange.

1.3 “FOIA” means the Freedom of Information Act 2000 or any replacement legislation.

1.4 “Purpose” means any discussions and negotiations between or within the parties concerning or in connection with the Project.

1.5 Headings are for reference only and shall have no effect on the interpretation of this Agreement.

1.6 References to “includes”, “including”, “for example” or “such as” shall not imply any form of limitation.

2 Restrictions on Disclosure and Use
In consideration of the BBC’s disclosure of Confidential Information, and subject always to the requirements of Clause 3, the Recipient undertakes to the BBC:

2.1 to keep the Confidential Information confidential at all times;

2.2 to use it only for the Purpose and not for any other purpose including not to make any commercial use of it and not to use the same for the benefit of itself or any third party other than pursuant to a further agreement with the BBC. For the avoidance of any doubt, the disclosure of the Confidential Information by the BBC does not in itself constitute an offer by the other nor form the basis of any future contract unless the parties specifically agree otherwise.

2.3 not to disclose, without the BBC’s prior written consent:

2.3.1 the fact that the Confidential Information has been made available to the Recipient or any other person or

2.3.2 the fact of discussions or negotiations between the Recipient and the BBC in relation to the Project; or

2.3.3 any proposed or possible terms or conditions which are applicable in relation to the Project;
2.4 to take reasonable security precautions (at least as comprehensive as the precautions the Recipient takes to protect its own confidential information which the Recipient warrants are adequate to prevent unauthorised disclosure, copying or use) to keep confidential the Confidential Information;

2.5 not to disclose Confidential Information to any person except in confidence to such of its directors, trustees, employees and professional advisers who reasonably need access to the Confidential Information for the Purpose and provided that all such persons to whom Confidential Information is so disclosed are informed of the terms of this Agreement and prior to disclosure to them either:

2.5.1 are obliged by their contracts of employment or service not to disclose the same; or

2.5.2 where no existing contractual obligation exists, have entered into legally binding confidentiality agreements on equivalent terms to this Agreement;

2.6 to be responsible for the performance of Clauses 2.1, 2.2, 2.3 and 2.4 above on the part of its directors, trustees, employees and professional advisers to whom Confidential Information is disclosed pursuant to Clause 2.5 above;

2.7 not to copy, reproduce, summarise or reduce to writing any part of any Confidential Information except as may be reasonably necessary for the Purpose and that any copies, reproductions, summaries or reductions so made shall be the property of the BBC; and

2.8 not to reverse engineer, decompile or disassemble any software disclosed by the BBC.

3 FOIA and other Compulsory Disclosure

3.1 The Recipient recognises that, if FOIA is applicable, the BBC may be required to release information under FOIA whether the information is held by the BBC, by the Recipient or another person on behalf of the BBC. If the BBC receives a FOIA request for information and requires assistance in obtaining such information, the Recipient (or any agent or sub-contractor of the Recipient) shall at its own cost ensure (and procure that any of its agents and sub-contractors so ensure) that the BBC’s request for assistance is responded to promptly and in any event within 5 days of receipt.

3.2 In the event that the Recipient is required by law to disclose Confidential Information the Recipient will provide the BBC with prompt written notice thereof and shall use reasonable endeavours to consult with the BBC with a view, as far as practicable, to taking into account the BBC’s views in determining whether to disclose the information and/or the timing, manner and content of disclosure.
4 Notification of Unauthorised Disclosure
The Recipient shall notify the BBC immediately upon discovery of any unauthorised use or disclosure of Confidential Information by the Recipient or any person to whom it discloses pursuant to this Agreement, or any other breach of this Agreement by the Recipient or such other person, and shall cooperate with the BBC in every reasonable way to help the BBC regain possession of the Confidential Information and prevent its further unauthorised use.

5 Return of Confidential Information
5.1 Upon receipt of the BBC’s request in writing the Recipient shall, and shall procure that any persons to whom it discloses Confidential Information pursuant to this Agreement shall to the extent technically possible, return to the BBC all documents and materials containing Confidential Information, (including any copies, reproductions, summaries and reductions to writing thereof) or, at the BBC’s option, certify destruction of the same.

5.2 Notwithstanding the completion of the Purpose or the return of documents as contemplated in Clause 5.1 above, the Recipient shall continue to be bound by the undertakings set out in Clause 2.

6 Termination of Obligations
The obligations of the Recipient under Clause 2 of this Agreement shall expire five years from the date of this Agreement.

7 Property in Confidential Information
All Confidential Information is and shall remain the property of the BBC notwithstanding anything added thereto by the Recipient. By disclosing information to the Recipient, the BBC does not grant any express or implied right to the Recipient to or under any of the BBC’s patents, copyrights, trademarks, or trade secret information. No warranty or representation, express or implied, is given as to the accuracy, efficiency, completeness, capabilities or safety of any materials or information provided under this Agreement.

8 Non Assignment
This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

9 Miscellaneous
9.1 Any notice required to be given pursuant to this Agreement shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by
prepaid first class post, by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt or acknowledgement by return email, to the relevant party at the address specified under its name below, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.

9.2 Any amendment or variation to this Agreement shall only be made by prior written agreement between the BBC and the Recipient.

9.3 The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

9.4 Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, this Agreement and any appendices and any documents referred to in this Agreement constitute the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

9.5 The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that the BBC shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9.6 The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

9.7 This Agreement shall be governed by English law. It is irrevocably agreed for the benefit of the BBC that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (in this Clause referred to as “Proceedings”) may be brought in such courts. Nothing in this Clause shall limit the right of the BBC to take Proceedings against the Recipient in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking by the BBC of Proceedings in any other jurisdiction, whether concurrently or not.

9.8 This Agreement may be executed in any number of counterparts, each of which when executed (and delivered or transmitted by electronic means) shall
constitute a duplicate original, and all the counterparts shall together constitute the one agreement.

Signed for and on behalf of the
BRITISH BROADCASTING CORPORATION
Signature: 
Name: 
Title: 
Date: 

Signed for and on behalf of
[THE RECIPIENT]
Signature: 
Name: 
Title: 
Date: 