Commissioning Brief No: 47056 Round 4, 2018/19
Production of BBC Radio 4’s BOOK AT BEDTIME
from April 2018 to March 2019
with option to renew for up to two additional years
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SECTION A: EDITORIAL OPPORTUNITY

1 KEY FACTS

Commissioning brief no. 47056: Book at Bedtime

<table>
<thead>
<tr>
<th>Commissioning contact</th>
<th>Sharon Terry (<a href="mailto:sharon.terry@bbc.co.uk">sharon.terry@bbc.co.uk</a>)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration</td>
<td>14’ including continuity announcements</td>
</tr>
<tr>
<td>Number of programmes available</td>
<td>Approx. 250</td>
</tr>
<tr>
<td>Contract period</td>
<td>April 2018 - March 2019 with an option to renew for up to two additional years</td>
</tr>
<tr>
<td>Guide price per episode</td>
<td>£2180</td>
</tr>
<tr>
<td></td>
<td>Radio 4 will not pay more than the guide price for this programme. Proposals below the guide must be based on a demonstrably realistic production plan.</td>
</tr>
<tr>
<td>Commissioning Slot</td>
<td>Monday to Friday 22:45</td>
</tr>
<tr>
<td>Commissioning Round</td>
<td>Radio 4 2018-2019 Round 4</td>
</tr>
</tbody>
</table>
Please note …

This commissioning process differs from the last time we commissioned Book at Bedtime.

- During Stage 1 of the process we will first evaluate your response to the Eligibility Questionnaire (see Appendix 1).

- The questions may differ from those used in other Radio 4 briefs.

- All answers should be entered into the ‘Add/Edit Notes Here’ section in Proteus.

- The answer to part 4 of the questionnaire should be no longer than 150 words.

- Eligibility Questionnaires must be submitted via Proteus by 12 noon on Thursday 14 September 2017.

- Suppliers who meet the eligibility requirements will be invited to submit a Full Proposal in **up to six A4 sides of size 11 font**. (We will not read beyond six sides.)

- When completing your Full Proposal, you should bear in mind:
  - Editorial Requirements in Section A.3
  - Assessment Criteria in Section B.3
  - What We Need From You in Section C.1

- As part of your Full Proposal we require an example of your Book at Bedtime or comparable productions. Submit your audio as an MP3 using an online file-sharing service to sharon.terry@bbc.co.uk and also send an email confirmation of delivery to sharon.terry@bbc.co.uk.

- Full Proposals must be submitted via Proteus by 12 noon on 19 October 2017.

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

- This process does not include a pitching meeting.
THE STATION AND THE PROGRAMME

About Radio 4

Radio 4 is unique in the breadth and quality of its informative, educational and entertaining programming. Every day, on air and online, Radio 4 has more original content than any other broadcaster in the world. Its authoritative news and current affairs journalism is complemented by programmes exploring many areas, including science, arts, history, religion, ideas, drama and comedy, offered through regular strands, one-off programmes and special seasons.

While the average age of its 11 million plus audience is 56, the station needs to evolve and to attract a younger generation of ‘replenisher’ listeners. It also seeks to build its appeal to audiences beyond the south east of England and among ethnic minorities.

You can read the latest Radio 4 RAJAR report here.

Specific audience packs relating to this brief will be available here in August.

About Book at Bedtime

Radio 4 invites tenders to contribute to the production of Book at Bedtime. The strand runs for five nights per week, approximately 52 weeks per year. Most titles run over ten episodes, quite a few over five, very occasionally over fifteen. We expect to commission a number of suppliers to each deliver a number of weeks within the twelve month period from April 2018. Depending on performance and on budgetary considerations, our intention is to extend these contracts for two additional years. We anticipate that the number of weeks in respective contracts will range from around five weeks upwards.

What makes a Book at Bedtime?

Book at Bedtime showcases the best contemporary and classic fiction, mostly (but not exclusively) novels offering listeners a real treat at the end of their day.

- Consider the timing of the slot - will the book play out well at 22.45? While we want the Book at Bedtime to be ambitious, to be editorially bold and exciting, please be aware of the slot title, the audience, the time of day it goes out and what kind of listening experience our audience want. Jane Austen plays better than Dostoyevsky, Nina Stibbe plays better than Joseph Conrad – which doesn’t mean that we won’t do the difficult book (The Underground Railroad & Knausgaard’s My Struggle were both brilliant), but by and large we do want the Book at Bedtime to be a good listen.

- Does it have a driving story and the right structure to allow it to successfully play out over 5 or 10 episodes? Birdsong is a wonderful book, but all the time shifts make it a challenge for an audience to follow the central narrative over 10 nights. Golding’s Rites of Passage may have been a masterpiece, but it was hardly story-driven.
• A high percentage of titles will be broadcast on or around publication – these will be novels by well-established writers and by newbies, or publishing events. Paula Hawkins’ Into the Water (the highest selling hard back fiction book on publication) may not be shortlisted for the Man Booker, but it was the most eagerly awaited title of the spring. Of course we should run with it. We are delighted with The Ministry of Utmost Happiness – not an easy book, but this summer’s biggest title. We are doing Philip Pullman’s eagerly awaited The Book of Dust on publication. We like big titles, we like making noise.

• But it doesn’t need to be hot off the press. We successfully ran with the Essex Serpent a year after publication.

• The Book at Bedtime should ideally have a relationship with the rest of the schedule, for example with our seasons and special events. Some of the highlights of the slot – Knausgaard’s My Struggle, Ishiguro’s Never Let me Go, Agnes Ravatn’s The Bird Tribunal, Robert Seethaller’s A Whole Life & Rosemary’s Baby – have been part of Reading Europe, Dangerous Visions and Fright Night.

• Popular fiction is good! We want crowd pleasers as well as literary fiction. We are sure that Rachel Joyce’s The Music Shop will be a delight, Nina Stibbe’s Paradise Lodge came off the page beautifully, Daphne du Maurier’s The Birds was a real treat. We don’t want the Book at Bedtime to be the repository of obscure newly published novels the audience have never heard of by writers whom they haven’t read. If we do run with unknown titles we will probably need a context – as we have done with Reading Europe.

• Be bold, think creatively. From time to time the Book at Bedtime should break out of the norm and do something unexpected. For example:
  ○ Rosemary’s Baby read by Kim Cattrall ran as a single 120’ reading on a Saturday night. This is a stunt. We like the occasional stunt.
  ○ In the run up to last Christmas we commissioned five utterly delightful short stories from Alexander McCall Smith for Book at Bedtime.
  ○ We have a specially commissioned Book at Bedtime from Ian Rankin for the autumn.
  ○ The Fright Night reading this year will be The Omen. Listener beware.
  ○ We have embarked on reading all of the John Updike Rabbit novels and plan to do all of Adrian Mole over the next couple of years.

• We want the occasional classic – Persuasion was a treat.

• We are keen to continue with Reading Europe – it has been a really successful way of giving a context to contemporary European fiction.

We want to be more eclectic and wide ranging in our choices, less driven by the agenda of the publishing world, and have a bit more showbiz in the slot.

We are keen on the books you are passionate about – we want our Book at Bedtime producers to not only be knowledgeable about what is coming up in the publishing world, but we want producers who are passionate about books, and we will want to run with your passions.
Previously in Book at Bedtime: please refer to Appendix 5 for Book at Bedtime titles in 2016-17.
3 EDITORIAL REQUIREMENTS

In submitting your Full Proposal you should bear in mind the Assessment Criteria in Section B.3 and the further requirements detailed in Section C.1.

Please state, in the ‘episodes’ field in Proteus, the number of episodes per year for which you are bidding.

You will need to demonstrate the following:

1. **Passion for readings**

   Evidence of your passion for reading and for readings and your editorial strength. Tell us in broad brush strokes (in under a page) about you and books: your passion for fiction, your interest in the publishing world, the kind of books you want to produce, in what ways you can bring something different to the slot either in terms of its editorial mix or in production, etc., (but don’t try to reinvent the slot – it doesn’t need reinventing, and please don’t suggest things over which you have no control, e.g. changing its transmission time).

   Digital ambitions must be achievable within the stated programme price.

2. **Distinctiveness**

   What makes you stand out, what makes you different from the rest of the pack as a producer of Book at Bedtime.

   Details of your contacts and links with the publishing world, senior editorial staff and authors’ agents. Explain how these links have paid off in your editorial choices, and illustrate this with standout titles you have secured. If you don’t have these contacts you will need to argue why it won’t be an issue in your editorial choices.

   An outline of three titles you want to offer Book at Bedtime for Q2 (April to June) 2018: the book, the author, how it has come to your attention, why you are passionate to do it, whether or not the rights are available, who should read it and why you think it will work well for the slot.

   As a guide, we think that two of these titles should be books to be transmitted on publication; we will need details of the publisher/agent, whether you have discussed it with them, the publication date and we want to know if you have read the manuscript.

   The other title should be a passion project, a classic, or a book you can do something special with on broadcast – as in Rosemary’s Baby or doing all of Adrian Mole or the Updike Rabbit books (don’t suggest any of these – we have done or are doing them) or an idea for commissioning a book (as we have done with Ian Rankin). Be bold, be adventurous, think outside of the box – but back up your pitch with why you want to do it, how you want to do it, and why Radio 4 should commission it.

   Because we will be commissioning Q2 2018 hard on the heels of the tender results being published, if you are successful in getting a batch we will probably expect you to deliver these programmes quickly.
3. Strategic fit

How you will address our strategic priorities regarding new, replenisher audiences and diversity (on and off air) in all its aspects.

4. Track record

Evidence of your capability and track record as a producer particularly in the field of readings, whether for Radio 4 or for someone else. This is about your ability to deliver excellent programmes to budget and to the schedule.

To be successful in this tender you will have to demonstrate that this is an area in which you have considerable and current production experience, that you have experience of producing and directing long form readings, that you have cast and directed professional actors, selected books and commissioned the abridgements. If you cannot, you will need to demonstrate that you have comparable production and editorial experience, e.g. in drama, and tell us how you would hone those skills for readings.

For those making commercial audiobooks, you will need to demonstrate that you also have experience of choosing and abridging books.

Tell us about your track record on delivery. Specific titles are submitted and commissioned on a rolling basis, to ensure the slot remains current and relevant, production deadlines are often tight. You will need to demonstrate your proficiency here.

Please list who will be producing and who you will be using as abridgers, and briefly tell us about their experience in readings.

As evidence of your track record supply one MP3 of your readings productions - or comparable content - which have been audio-published or broadcast since January 2015. This should demonstrate your editorial and production strength. It must:

- be readings that your department or company has produced, made by someone who will be producing/abridging in the period of the contract;
- include details of titles, authors, publishers, abridgers, producers, performers and any presentation details that help set it up;
- be three complete episodes of three separate Book at Bedtimes or an abridged serialised reading of a work of fiction - not extracts;
- be no longer than 45’.

Submit it using an online file-sharing service to sharon.terry@bbc.co.uk and also send an email confirmation of delivery to sharon.terry@bbc.co.uk.

Set out your proposal in the long synopsis field in Proteus. Proposals should be no longer than (up to) six A4 sides (of size 11 font).
SECTION B: THE COMMISSIONING PROCESS

1. TIMETABLE

The commissioning process consists of four stages, as set out in the timetable below.

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<th>Stage</th>
<th>Timings (all midday)</th>
<th>Activities</th>
</tr>
</thead>
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<tr>
<td>Commissioner Opens Round</td>
<td>w/c Mon 03 July</td>
<td>Publish commissioning brief documentation</td>
</tr>
<tr>
<td>1. Supplier completes Eligibility Questionnaire</td>
<td>12:00 Thurs 14 Sept</td>
<td>Eligibility Questionnaires submitted via Proteus</td>
</tr>
<tr>
<td></td>
<td>Sept</td>
<td>Commissioners shortlist suppliers and notify them of outcomes. Full Proposals requested from those proceeding to next stage</td>
</tr>
<tr>
<td>2. Full Proposal</td>
<td>Weds 04, Mon 09 and Tues 10 Oct</td>
<td>Opportunity to discuss programme brief with commissioning editor prior to submitting Full Proposal.</td>
</tr>
<tr>
<td></td>
<td>12:00 Thurs 19 Oct</td>
<td><strong>Full Proposals submitted via Proteus</strong></td>
</tr>
<tr>
<td></td>
<td>From Thurs 19 Oct</td>
<td>Commissioners assess Full Proposals and select the best to award commissions.</td>
</tr>
<tr>
<td>4. Feedback</td>
<td>Two weeks after publication of the results</td>
<td>Deadline by which 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 this commissioning brief that you need answering before you submit your eligibility responses, please send them to sharon.terry@bbc.co.uk.
2. THE FOUR STAGES

STAGE 1: ELIGIBILITY QUESTIONNAIRE

Step 1 Via Proteus, you submit your responses to the Eligibility Questionnaire set out in Appendix 1.

The Eligibility Questionnaire is designed to allow the BBC to understand more about your company and your experience in producing programmes for the target audience for this slot.

Step 2 The Evaluation Team will assess the responses to the Eligibility Questionnaire. Responses to part 1 of the questionnaire are for our information only and will not be evaluated. Responses to parts 2, 3 and 4 are pass/fail (your application may be declined at this stage if the information you provide indicates you do not meet the criteria), so please answer these questions carefully. Please note the questions asked in this brief may be different to those used in other commissioning briefs.

You are not required to submit a Short Proposal.

Step 3 You will be notified of the outcome of Stage 1. If you are proceeding to the next stage, you will be asked to make a Full Proposal. No feedback will be provided for unsuccessful producers at this stage.

STAGE 2: FULL PROPOSAL

Step 1 Producers proceeding to the Full Proposal stage will be invited to provide a Full Proposal responding to this commissioning brief, which includes all the elements outlined in Section C.1.

Note: Producers may be asked to sign a non-disclosure agreement (see Appendix 4).

Step 2 Producers will be offered the opportunity - on the dates shown in the timetable - to discuss the programme brief with the commissioning editor prior to submitting the Full Proposal. This is not to make any kind of pitch but just to clarify the terms of the brief.

Step 3 We will evaluate all Full Proposals against the assessment criteria outlined in Section B.3.

Step 4 Producers who perform best against the assessment criteria will be notified that they have been selected to produce a certain number of episodes of the programme.

At any stage of the process, we may need to come back to you to seek clarification. Your answers will be factored into the evaluation process as appropriate.

Note: There is no invitation to pitch in this commissioning process.

STAGE 3: COMMISSION AWARDED

See section D “Commission Award”.
STAGE 4: FEEDBACK
If you're unsuccessful after submitting a Full Proposal, you may request feedback up to two weeks after notification. Requests for feedback should be made to sharon.terry@bbc.co.uk.

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

We will assess your Full Proposal and your pitch according to the main criteria below (editorial proposal and capability, value for money and risk).

<table>
<thead>
<tr>
<th>Assessment Criteria</th>
<th>Weighting</th>
</tr>
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<tbody>
<tr>
<td><strong>1) Editorial proposal and capability</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Indicators:</strong></td>
<td></td>
</tr>
<tr>
<td>- Editorial strength and distinctiveness</td>
<td></td>
</tr>
<tr>
<td>- Capabilities as a producer, particularly in the field of readings, including track record of key production talent</td>
<td></td>
</tr>
<tr>
<td>- Quality of your work in readings (including evidence on your MP3 submission)</td>
<td></td>
</tr>
<tr>
<td>- Vision for the slot (including your sample ideas)</td>
<td></td>
</tr>
<tr>
<td>- Access to fiction publishers and writers</td>
<td></td>
</tr>
<tr>
<td>- Ability to attract on-air talent</td>
<td></td>
</tr>
<tr>
<td>- Digital Innovation</td>
<td><strong>70%</strong></td>
</tr>
<tr>
<td><strong>2) Strategies to evolve listener engagement, including:</strong></td>
<td><strong>20%</strong></td>
</tr>
<tr>
<td>- Appeal to the replenisher audience</td>
<td></td>
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<tr>
<td>- Diversity (on air and off air)</td>
<td></td>
</tr>
<tr>
<td><strong>3) Value for Money</strong></td>
<td><strong>5%</strong></td>
</tr>
<tr>
<td><strong>Indicators:</strong></td>
<td></td>
</tr>
<tr>
<td>- Price per episode</td>
<td></td>
</tr>
<tr>
<td>- Financial plan and sustainability of this beyond the term of the contract</td>
<td></td>
</tr>
<tr>
<td>- Acceptance of key contract terms (which includes compliance with all applicable UK law)</td>
<td></td>
</tr>
<tr>
<td><strong>3) Risk</strong></td>
<td><strong>5%</strong></td>
</tr>
<tr>
<td><strong>Indicators:</strong></td>
<td></td>
</tr>
<tr>
<td>- Production risk (demonstrable ability to produce series of this scale and volume; ability to deliver consistently; technical and personnel resilience)</td>
<td></td>
</tr>
<tr>
<td>- Conflict of interest risk</td>
<td></td>
</tr>
<tr>
<td>- Ability to comply with all relevant UK legislation and BBC Policies (not limited to Editorial)</td>
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</tbody>
</table>
4. **THE EVALUATION TEAM**

The following people will evaluate your proposal:

- Gwyneth Williams, Controller
- Denis Nowlan, Head of Station Management
- Jeremy Howe, Commissioning Editor, Drama and Fiction
- Richard Knight, Commissioning Executive
- Lesley Eaton, Business Affairs Manager
- Raluca Albu, Senior Procurement Manager

Subject matter experts (e.g. production experts, station management, finance, etc.) may also be consulted.
SECTION C: FULL PROPOSALS

1. WHAT WE NEED FROM YOU

All proposals must be submitted via Proteus.

Your Full Proposal must be entered into the main Synopsis section in Proteus by noon on the submission deadline. Late submissions cannot be accepted. It should be no longer than six sides of A4 in size 11 font and should adopt the following structure:

**Part 1** – Your detailed Full Proposal, showing your response to the BBC’s Editorial 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) Location of production (specify any location pre-conditions, e.g. relating to talent or strategic objectives).

(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:

- responses on behalf of each partner
- details of the responsibilities of each partner
- an outline of the main personnel who will be responsible for the production and delivery of the programme
- 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. The BBC is committed 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) What proportion of this cost would be allocated to production, contributors and overheads.

(vii) As the BBC is looking for original programme readings, and not development of an existing programme/series, the BBC’s view is that TUPE will not be relevant or applicable to this commission. Suppliers are welcome to seek expert advice on this before submitting proposals.

**Appendix A** – Confirmation of acceptance of the BBC’s key contract terms (see Section E).

**Appendix B** – Risk management. You should identify specific risks and the processes or systems that will be put in place to manage them.

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

- Evidence of your diversity 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 as part of the evaluation; it will be assumed that they comply with BBC requirements.)

In making your submission, bear in mind the Assessment Criteria in Section B.3.

If you have any questions that you need answered before you submit your Full Proposal please send them to sharon.terry@bbc.co.uk.

**IMPORTANT: supporting material to submit as part of your Full Proposal**

Please supply an example of up to 45’ of recent readings or of comparable productions, as stipulated in Section A of this document. Submit your audio as an MP3 using an online file-sharing service to sharon.terry@bbc.co.uk and also send an email confirmation of delivery to sharon.terry@bbc.co.uk.
2. WHAT TO EXPECT FROM US

NOMINATED REPRESENTATIVE
The BBC’s nominated representatives for this commissioning brief are the evaluation team listed in section B.4. 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 will 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 is 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 the Freedom of Information Act (see below), the BBC will keep confidential all commercially sensitive information included in responses to this commissioning brief and will only use this information for the purpose of evaluating your Proposal, provided you have identified the confidential nature of 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 transparency and protecting 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.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

The contract will be to contribute a given number of weeks of output during the period of twelve months beginning in April 2018 and ending in March 2019. We may extend the contract period subject to review, upon similar contract terms, for up to two additional years.
3. IMPORTANT POINTS TO NOTE

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.

The BBC may modify the commissioning brief (including the timetable 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 original readings, and not development of an existing programme/series, the BBC’s view is that TUPE will not be relevant or applicable to this commission. Producers are welcome to take their own advice on this before submitting proposals.
SECTION E: KEY CONTRACT TERMS

The successful producer will be the producer of the programme (“Producer”). The contract shall be awarded for a given number of weeks of the programme within the period of 12 months commencing April 2018, 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 on-air and off-air talent and production staff, including the executive producer.
   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 terms of the BBC’s Standard Programme Production Agreement.

4. PRODUCTION
   4.1 In the event that any complaints are made in connection with the programme, the producer will be available to prepare and submit evidence in accordance with the relevant BBC complaints procedure.

5. DELIVERABLES
   5.1 The provisions set out in the Editorial requirements in Section A shall be reflected as terms of the contract.

6. 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

Complete the questions below then copy and paste them into the Add/Edit Notes Here section of the Create Proposal page in Proteus and write ‘See Eligibility Notes’ in the Short Synopsis Box.

There are four parts to the questionnaire:

1) **Part 1** relates to your company and is for our information only.
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.
4) **Part 4** is specific to your production experience in relation to this brief and is pass / fail. Please note the questions listed here may be different from those used in other Radio 4 Commissioning Briefs. Responses should be no longer than 150 words.

**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, 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, 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, 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, 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
   [YES/NO – if yes give details, 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]

4. Production Experience

4.1 Do you have a production base with considerable experience and capability in the production of readings or comparable content and a realistic understanding of the requirements to be able to sustain regular delivery over an extended period?
YES/NO – delete as appropriate#

Summarise your track record in these areas in maximum 150 words (note: experience need not be in Network Radio).
[Insert details]
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 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.
APPENDIX 3: BBC RADIO VISION & OBJECTIVES

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 OF A 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 co-operate 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:  

APPENDIX 5: BOOK AT BEDTIME TITLES IN 2016-17

- The Wonder by Emma Donaghue
- Conrad & Eleanor by Jane Rogers
- Fright Night Shorts
- Days Without End by Sebastian Barry
- The Power by Naomi Alderman
- Babette’s Feast by Karen Blixen
- Christmas Stories by Alexander McCall Smith
- Persuasion by Jane Austen
- Reading Europe Norway: A Death in the Family by Karl Ove Knausgaard
- Reading Europe Norway: The Bird Tribunal by Agnes Ravatn
- The Birds by Daphne Du Maurier
- The Transition by Luke Kennard
- The Underground Railroad by Colson Whitehead
- Birdcage Walk by Helen Dunmore
- Behind her Eyes by Sarah Pinborough
- The Essex Serpent by Sarah Perry
- Rabbit, Run by John Updike
- Into the Water by Paula Hawkins
- F Scott Fitzgerald: The Lost Stories
- The Ministry of Utmost Happiness by Arundhati Roy
- Dangerous Visions: Fahrenheit 451
- The Music Shop by Rachel Joyce
- The Lie of the Land by Amanda Craig
- Midwinter Break by Bernard MacLaverty
- Crime Down Under: The Dry by Jane Harper
- The Omen by David Seltzer
- The Book of Dust by Philip Pullman

Seasons & Dramatisations

- **Henry James** – over the next 18 months we will be doing a lot of dramatisations of his novels, so he will be off limits.
- **Reading Europe** will be centred on Turkey and Russia and we are interested in exploring the contemporary literature of those two nations (February). It is a series R4 will continue with through Book at Bedtime.
- Because of the anniversary of the Russian Revolution in autumn 2017, please no Russian titles outside of Reading Europe.
- Riot Girls will be dramatising The Good Terrorist by Doris Lessing & Margaret Atwood’s The Robber Bride. We would be interested in exploring other key contemporary feminist fiction in Book at Bedtime (Feb 2018)
- Dangerous Visions will be coming back in the summer of 2018
- Fright Night is likely to return in 2018