07/08/2017

Invitation to Tender (ITT)
Production of The Break Series 3
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Section A - Introduction

1.0 BACKGROUND

1.1 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.

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

1.3 Recent years have seen fundamental changes in the broadcasting industry, with more competition and a wider range of services. The BBC now offers numerous TV channels, a substantial online presence, major radio networks and over 40 local radio stations, as well as a range of other services.

1.4 As part of the Charter renewal process in 2016, the BBC has committed to tendering the production of a range of returning series currently produced by BBC Studios. In addition to this, from time to time, the BBC may tender the production of new programmes or series. These tenders are open to any supplier, subject to meeting the eligibility requirements, set out in this Invitation to Tender.

1.5 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 suppliers to maximise efficiency and innovation to the BBC and work closely together for mutual benefits.

1.6 In its relationships with content suppliers, particularly those tendering for a title such as this, the BBC is looking for ways in which the supply of content can help it meet its overarching strategic objectives, in particular its commitments to improve diversity, be more digital and open, appeal to younger audiences, grow sustainable production outside London, and support the range and diversity of supply across the UK. In submitting responses, tenderers should emphasise the ways in which their bid can specifically support delivery of these objectives.

1.7 For further information on the BBC’s business activities, please access the following web pages:
www.bbc.co.uk/commissioning
www.bbc.co.uk/bbctrust

1.8 BBC Writersroom is a cross-genre department for scripted content, working with Drama, Comedy, CBBC, CBeebies, Radio, Online and others. BBC Writersroom works with and develops new and experienced writers. As part of BBC Commissioning within BBC Public Service, BBC Writersroom work with BBC Studios, BBC in-house and independent producers across the UK from its bases in London, Salford, Glasgow, Cardiff and Belfast. For further information on BBC Writersroom please access the following web page:
http://www.bbc.co.uk/writersroom/

1.9 BBC Three is a mixed genre channel for young audiences. It has three key priorities:

- BBC Three is disciplined in its focus on young audiences and 16-34 year-olds are its centre of gravity: people who are young in spirit and mindset.
- BBC Three is ‘never afraid to try new things’ and will continue to innovate with breakthrough comedy, stand-out entertainment, brave documentary and intelligent factual formats. Its content needs to have potential to innovate across platforms.
- BBC Three should provide an environment for the development of new ideas and talent and for existing talent to take risks, becoming a genuine laboratory for BBC One and BBC Two. For further information on BBC Three please access the following web page:-
http://www.bbc.co.uk/commissioning/tv/articles/bbc-three

2.0 OBJECTIVES AND SCOPE

2.1 This document is an Invitation to Tender (the “ITT”) for the production of The Break 3 ("Programme").
The Break Series 3 is a series of five 5 minute drama shorts commissioned for BBC Three and designed to find and develop Scottish drama writing talent.

Developed by BBC Writersroom, and funded by BBC Drama Commissioning and BBC Three, The Break Series 3 is intended for publication on BBC Three from early 2018. Scripts for each short will be chosen from entries submitted to BBC Writersroom under The Break 3 open call as detailed in Appendix 1 and developed by BBC Writersroom.

This ITT is for a production company to engage and collaborate with BBC Writersroom as part of the editorial process, and to produce all five of the short films for BBC Three.

2.2 The detailed requirement for this Programme is set out in Section C (Requirements).

2.3 This opportunity is for any supplier, whether qualifying independent producers, (within the meaning of the Broadcasting (Independent Productions) Order 1991, as amended); or non-qualifying independent producers; or BBC Studios ("Tenderer"). See http://www.legislation.gov.uk/uksi/1991/1408/made for more information.

2.4 The BBC is seeking to encourage and support the longer term sustainability of production in the Nations. All suppliers applying for this opportunity will need to meet the BBC Criteria to qualify as a ‘Nations’ production from Scotland as set out in the Tender Eligibility Form under Section E paragraph 30 ("Nations Qualifying Criteria"). Note that Tenderers are not required to meet the Nations Qualifying Criteria at the point they submit their Tender but the successful bidder will be required to do so within one month of the date of contract award.

As a Nations Qualifying Production the Successful Tenderer will be expected to demonstrate lasting additional benefit and contribution production of the Programme may bring to the Nation.

2.5 The Successful Tenderer will be expected to demonstrate that it has the skills to deliver, or the ability to acquire and manage the skills to deliver, the production of the Programme in accordance with this ITT.

2.6 The BBC is actively supportive of receiving tenders for this Programme from a broad range of suppliers. Tenderers unable to meet the BBC’s requirements on their own could seek complimentary 3rd parties to work with in partnership. The Tender Eligibility Form should include responses for each partner and the ITT Response should (a) include details of the responsibilities of each partner; (b) outline the principal personnel who will be responsible for the production and delivery of the Programme; and (c) explain how working in partnership would be successfully achieved.

2.7 The Evaluation Team will comprise the following individuals:

BBC Writersroom Scotland – Angela Galvin
Drama Commissioning Executive Scotland – Gaynor Holmes
BBC Business Affairs – Annie Paterson

The Evaluation Team may seek opinion from subject matter experts (eg production experts, channel management, finance, etc) to help inform the decision of the Evaluation Team.

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


Subject to section A, paragraph 5.26.0, the BBC will keep confidential all commercially sensitive information included in responses to this ITT and will only use this information for the purposes of evaluating the ITT Response, provided that the Tenderer has identified the confidential nature of any such information in their response documents.

2.9 As outlined in section B, paragraph 8.3 below, Tenderers submit responses to this ITT and take part in this process at their own cost.

3.0 CONTRACT DURATION

3.1 The Contract to produce the Programme will run from date of appointment (expected to be on or around 28/07/2017), until full delivery of the Programme, with a licence being granted by the Successful Tenderer to the BBC for BBC Public Service Rights in the Programme in perpetuity.
3.2 The BBC reserves the right to vary the start date of the Contract as may be required to take into account the Successful Tenderer’s production plan and any related issues identified. In assessing the proposed production plan, the BBC’s relationship with the audience will be paramount.

4.0 TENDER PROCESS

The tender process will involve the following stages:

4.1 Stage 1: Tender Eligibility

4.1.1 At this stage, Tenderers will be required to submit their completed Tender Eligibility Form (“TEF”), included at Section E of this ITT.

4.1.2 All Tenderers will be required to sign the Non-Disclosure Agreement (NDA) included at Section F of this ITT as a condition of their eligibility; allowing them to receive relevant further Programme production information, should they proceed to the next stage of the process.

4.1.3 The BBC will review the TEF responses in order to establish the list of eligible tenderers who meet the Eligibility Criteria outlined in the TEF (“Eligible Tenderers”).

4.1.4 Prior to determining the final list of Eligible Tenderers, the BBC may seek clarification or further details from Tenderers on their TEF responses in order to establish their eligibility.

4.1.5 In order to establish the list of Eligible Tenderers, the BBC will evaluate the TEF Responses in accordance with the details set out in each of the questions of the TEF at Section E.

4.1.6 The BBC reserves the right to limit the number of Eligible Tenderers. This longlist of Eligible Tenderers will be established using the eligibility criteria and evaluation method set out in Section B paragraph 3.1. By taking this approach, the BBC ensures that Tenderers are notified as early as possible, therefore minimising their time and expense on this process.

4.1.7 On notification of eligibility, the BBC will give an indication of the number of Eligible Tenderers in the longlist in order for those Eligible Tenderers to be able to assess the level of competition.

4.1.8 At this point, the BBC will issue further relevant Programme production information to Eligible Tenderers including synopses of the 8 short-listed scripts being developed by the BBC Writersroom.

4.2 Stage 2: Tender Submission and short-list

4.2.1 The BBC will invite Eligible Tenderers to provide a written response to ITT, which includes all the elements outlined in Section B paragraph 2.0 (“ITT Response”).

4.2.2 The BBC will evaluate all ITT Responses in detail against the published Award Criteria outlined in Section B paragraph 3.2.

4.2.3 At any stage of the process, it may be necessary to seek clarifications from Eligible Tenderers. Answers to these clarifications will be factored into the evaluation process as appropriate.

4.2.4 The highest scoring Eligible Tenderers, based on the outcome of the evaluation, will be short-listed and notified (“Short-listed Tenderer”). It is anticipated that this short-list will be up to approximately 5 Eligible Tenderers.

4.3 Stage 3: Interviews

4.3.1 Short-listed Tenderers will be invited to an interview or ‘pitch meeting’ with the Evaluation Team, where they will be required to discuss their submission, offer any required clarification and elaborate on their proposal. Short-listed Tenderers will be provided with synopses of the 8 short-listed scripts prior to the interview.
4.4 Stage 4: Award decision

4.4.1 Following the interview, the Evaluation Team will then re-evaluate the Short-listed Tenderer’s responses (against the Award Criteria outlined at Section B, paragraph 3.2) to take account of the interview meeting. At this point the BBC may decide to down-select further, by reducing the number of Short-listed Tenderers and identifying a smaller number of “Front-runners”. All Tenderers, both Front-runners and un-successful Short-listed Tenderers will be notified.

4.4.2 Before a final Award decision is made, the BBC may decide to:
- provide further programme information;
- require further clarifications or documentation from Tenderers;
- conduct 2nd interviews;
- further down-select (using the Award Criteria and method described in section B paragraph 3.2)

4.4.3 Before a final Award decision is made, the BBC will also issue the Commissioning Specification and the Contract to the Tenderer which scored highest in the evaluation, against the award criteria and method described in section B paragraph 3.2 (“Preferred Tenderer”).

4.4.4 Subject to Section B paragraph 8.1, and once the Commissioning Specification, Contract and PFA referred to above have been signed, the Evaluation Team will award the Contract (in accordance with section B paragraph 7.0) to the Tenderer that scored highest against the Award Criteria (“Successful Tenderer”) in accordance with Section B paragraph 3.2.

4.5 Stage 5: Announcement and notifications

All tenderers notified and announcements made.

4.6 Feedback

4.6.1 Tenderers may request feedback within two weeks of receiving notification. Request for feedback should be made via e-mail to Annie Paterson, Business Affairs Manager (annie.paterson@bbc.co.uk).

4.6.2 Feedback will be provided within three weeks of receiving the request.

4.7 Distribution arrangements

4.7.1 Distribution investment. The Tenderer is invited to seek distribution investment into the Programme and identify potential financial investment and the rights granted in their Tender submission. Any distribution investment would be subject to detailed discussion and agreement between the Successful Tenderer, the potential distributor, and the BBC.

5.0 TIMETABLE

5.1 The BBC intends to evaluate the TEFs and ITT Responses and award the Contract within the following indicative timetable:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Indicative Date (by)</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 0</td>
<td>Monday 07/08/2017</td>
<td>Publish Tender documentation</td>
</tr>
<tr>
<td>Stage 1</td>
<td>Sunday 20/08/2017</td>
<td>Tender Eligibility Forms (TEF) and signed NDAs returned</td>
</tr>
<tr>
<td></td>
<td>Monday 21/08/2017</td>
<td>Tenderers notified. Eligible Tenderers issued with further relevant programme production information</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Sunday 03/09/2017</td>
<td>ITT Responses returned</td>
</tr>
<tr>
<td></td>
<td>Monday 04/09/2017</td>
<td>ITT Responses evaluated and short-list prepared. All tenderers notified</td>
</tr>
<tr>
<td>Stage</td>
<td>Indicative Date (by)</td>
<td>Step</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Stage 3</td>
<td>w/c 11/09/2017</td>
<td>Short-listed tenderers interviews</td>
</tr>
</tbody>
</table>
| Stage 4    | w/c 11/09/2017      | Re-evaluation. If relevant, front-runners identified*. All tenderers notified
|            |                     | "At this stage the BBC may decide to down-select to a smaller number of front-runners, using the published Award criteria and evaluation method."
| Friday 15/09/2017 |                | Award decision made* The following activities may be required before an award decision is made: further clarifications and documentation exchanged, 2nd interviews, further down-select, commissioning specification & contract issued to preferred tenderer, negotiations, full contract signed. |
| Stage 5    | Monday 18/09/2017   | Notify unsuccessful Tenderers. Announcement                           |

5.2 The BBC reserves the right to disqualify any Tenderer who does not submit their response by the deadlines outlined in the table above.

6.0 FREEDOM OF INFORMATION ACT

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

6.2 Tenderers should be aware that, under an FOIA request, the BBC may be required to disclose information contained within the ITT response or future contractual information. Following a request, the BBC may take the views of organisations submitting tenders into account when making a decision on what information will be disclosed.

6.3 If you would like further information on the Freedom of Information Act please see: http://www.bbc.co.uk/foi/
Section B – Instruction to Tenderers

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions may be rejected by the BBC whose decision in the matter will be final.

1.0 TENDER SUBMISSION

1.1 The TEF, NDA and the ITT Response should be submitted via e-mail to Annie Paterson, Business Affairs Manager (annie.paterson@bbc.co.uk).

1.2 The TEF, NDA and ITT Response must be received no later than close of business on the dates set out in the timetable set out in Section A, paragraph 5.0.

1.3 The tender documents should be submitted in an electronic version, and should either be protected as a “read only” MsWord file or saved as a pdf file or equivalents. The BBC anticipates only needing a document submission for the ITT Responses. If anything further is required, the BBC will inform Eligible Tenderers.

1.4 Tender documents are submitted entirely at the Tenderer’s own risk. Tenderers are strongly advised to submit their final responses in good time to avoid the possibility of difficulties caused by unforeseen network or transmission problems.

1.5 This ITT is not a contract. However, the information contained in this ITT, together with the responses of the Successful Tenderer will form the basis of the final Contract between the BBC and the Successful Tenderer.

1.6 All responses must be in English.

1.7 The BBC reserves the right to exclude any Tenderer that is found to either (a) provide information which is untrue, or (b) be in breach of any of the terms of the NDA.

2.0 FORMAT AND CONTENT OF TENDER SUBMISSIONS

The structure and format of the ITT Response should be as follows (a template will be provided):

2.1 Part 1 – Proposal Summary

2.1.1 This should include a summary of the ITT Response submitted, summarising all key aspects of the proposal.

2.1.2 This summary should also include an organisation chart showing the names, responsibilities and official designations of the principal personnel who will be involved in the Contract and must indicate those persons who would liaise with the BBC on all matters relating to the production and delivery of the programme.

If qualification as a Nations Programme relies on criteria (a) as set out in Section E paragraph 0, this organisation chart should indicate which personnel are ‘senior personnel’ whose usual place of employment is in the Nation in accordance with OfCom defined requirements for a substantive base. If the ITT Response is from a partnership, details of the responsibility of each partner and details of the structure of the partnership should also be included.

2.2 Part 2 – Proposals

2.2.1 The Eligible Tenderer’s detailed ITT Response, showing how the proposal responds to the BBC’s requirements outlined in Section C of this ITT.

2.2.2 The Eligible Tenderer’s proposals for funding the production and delivery of the Programme as set in Section C, paragraph 3.0, taking into account the information in this ITT and any further relevant Programme information supplied during the tender process.

2.3 Part 3 – Response to BBC Key Contract Terms

2.3.1 Confirmation of acceptance of the BBC Key Contract Terms, provided at Section D. Any contractual issues, which are particular to the Eligible Tenderer’s proposal, should be addressed by completing the Compliance Matrix in the Form of Tender, provided at Section G.
2.3.2 Please note that the BBC is under no obligation to consider any matters which are not set out in the Compliance Matrix but are raised at a later date.

2.4 Part 4 – Risk Management

2.4.1 The Eligible Tenderer should identify specific risks and the processes or systems that will be put in place to manage the identified risks.

2.4.2 In completing and submitting the TEF, Eligible Tenderers will have declared any conflicts of interest, financial or otherwise, direct or indirect, which may impair their ability to produce the Programme to the Editorial and Broadcast Standards required. This part of the response should also include any change in circumstances (since the time of submitting the TEF) or any other details that Eligible Tenderers consider could be a conflict of interest.

2.5 Part 5 – Company Policies

2.5.1 This part of the response should include:
- Evidence of the Eligible Tenderer’s Diversity and Inclusion Policy;
- Confirmation if the Eligible Tenderer will complete Albert Certification if successful. The ITT Response should include details of the Eligible Tenderers experience of using Albert or Albert Certification;
- Evidence of the existence of other Company Policies listed in Section E, the TEF.

(NB - 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)

2.6 Part 6 – Form of Tender

2.6.1 A completed and signed Form of Tender as provided at Section G, confirming that all sections of the ITT have been read, understood and accepted. Any aspects of the Tender which are non-compliant or which require further clarification with the BBC should be noted by completing the Compliance Matrix provided in Section G.

2.6.2 For the avoidance of doubt, identification of any such non-compliant aspects does not imply acceptance by the BBC of such non-compliance unless and until confirmation of acceptance is given in writing.

3.0 EVALUATION: ELIGIBILITY, AWARD CRITERIA

3.1 Eligibility Criteria

3.1.1 The BBC will evaluate the responses to the TEFs in accordance with the details set out in each of the questions of the TEF at Section E.

3.1.2 Please note, some questions will be evaluated and scored whilst some questions are pass/fail, as indicated.

3.1.3 Eligibility scoring method – All pass/fail criteria will need to be marked pass in order for Tenderers to be eligible. Signing and returning the Non-Disclosure Agreement (“NDA”) at section F is a condition of eligibility. All evaluated criteria will be scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent). These scores will be multiplied by the criteria weighting set out in the table below and the resulting weighted scores (one score per criteria) will be added in order to determine the total score for each TEF.

<table>
<thead>
<tr>
<th>ELIGIBILITY CRITERIA</th>
<th>Weight (%)</th>
<th>Highest score available (10 x weight)</th>
<th>Lowest score available (1 x weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Production experience</td>
<td>70%</td>
<td>700</td>
<td>70</td>
</tr>
<tr>
<td>Health and Safety</td>
<td>15%</td>
<td>150</td>
<td>15</td>
</tr>
<tr>
<td>Conflicts of interest</td>
<td>15%</td>
<td>150</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL TEF SCORE</td>
<td>100%</td>
<td>1,000</td>
<td>100</td>
</tr>
</tbody>
</table>

3.2 Award Criteria

3.2.1 The BBC will evaluate all ITT Responses against the Award Criteria listed below.
3.2.2 Each Award Criteria will be weighed and scored on a scale of 1 to 10 (where 1 is poor and 10 is excellent). Information about the Award Criteria weightings and the associated scoring method will be provided to Eligible Tenderers.

<table>
<thead>
<tr>
<th>Award Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Editorial proposal and capability</td>
</tr>
<tr>
<td>To include indicative elements such as:</td>
</tr>
<tr>
<td>- Track Record of company in scripted drama or comedy for TV or film</td>
</tr>
<tr>
<td>- Track Record of Producer in scripted drama or comedy production for TV or film</td>
</tr>
<tr>
<td>- Track Record in innovation of approach and/or execution of scripted content</td>
</tr>
<tr>
<td>- Ability to attract key craft talent</td>
</tr>
<tr>
<td>- Ability to attract key on-screen talent</td>
</tr>
<tr>
<td>- Track record demonstrating evolving viewer engagement including diversity in its broadest sense</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Value for Money</th>
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</thead>
<tbody>
<tr>
<td>To include indicative elements such as:</td>
</tr>
<tr>
<td>- Financial plan including budget</td>
</tr>
<tr>
<td>- Commercial investment</td>
</tr>
<tr>
<td>- Acceptance of key contract terms (which includes compliance with all applicable UK law)</td>
</tr>
<tr>
<td>- Demonstrable ability to produce shows with high production values on a limited budget.</td>
</tr>
<tr>
<td>- Efficient production process.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Priorities</th>
</tr>
</thead>
<tbody>
<tr>
<td>To include indicative elements such as:</td>
</tr>
<tr>
<td>- Demonstration of commitment to growing and developing the Scottish supply base</td>
</tr>
<tr>
<td>- Identification and utilisation of locally based key production talent</td>
</tr>
<tr>
<td>- National requirements and lasting sustainability for the out of London Nation</td>
</tr>
<tr>
<td>- Diversity and inclusion (on screen/off screen)</td>
</tr>
<tr>
<td>- Training programmes and other initiatives for off-screen talent</td>
</tr>
<tr>
<td>- Environmental Sustainability</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>To include indicative elements such as:</td>
</tr>
<tr>
<td>- Production Risk</td>
</tr>
<tr>
<td>- Business Continuity (including Delivery)</td>
</tr>
<tr>
<td>- BBC Reputation</td>
</tr>
<tr>
<td>- Conflict of interest</td>
</tr>
<tr>
<td>- Ability to comply with all relevant UK legislation and BBC Policies (not limited to Editorial)</td>
</tr>
</tbody>
</table>

4.0 QUERIES

4.1. All queries in connection to this Tender that Tenderers wish to raise prior to submitting their response should be submitted to Annie Paterson (annie.paterson@bbc.co.uk) no later than 3 calendar days before the deadlines for submissions outlined in Section A, paragraph 5.0.

4.2. In the interest of fair competition, anonymised questions and responses will be circulated to all Tenderers, where the BBC considers it is appropriate to do so.

5.0 NOMINATED REPRESENTATIVES

5.1 BBC - The BBC’s nominated representative for this tender is:- Annie Paterson, Business Affairs Manager. Telephone: 0141 422 6085. Email: annie.paterson@bbc.co.uk

5.2 All queries in connection with the Tender should be submitted to Annie Paterson.

5.3 No individual other than the BBC nominated representative (or their delegates as advised by the BBC) is authorised to discuss the contents or the substance of theITT with the Tenderers. Tenderers will be advised of any change or addition to the BBC nominated representative.
5.4 **TENDERER** - Tenderers must nominate a single point of contact within their organisation who will be responsible for all communication related to the ITT. The name and contact details of the nominated representative must be included in the Tender documentation.

5.5 If the Tenderer wishes to change the nominated representative for any reason, it must inform the BBC’s nominated representative in writing via e-mail.

6.0 **MODIFICATION AND WITHDRAWAL**

6.1 The BBC may modify the ITT (including the timetable as outlined in Section A paragraph 5.0) at any time prior to the deadline for receipt of submission. Any such amendment will be notified in writing to all prospective Tenderers. To allow time for such amendment to be taken into account, the BBC may, at its discretion, extend the deadline for receipt of submissions.

6.2 Tenderers may modify their submissions prior to the deadline for receipt by giving written notice to the BBC and resubmitted documentation as agreed with the BBC’s Nominated Representative. No Tender may be modified after the deadline for receipt.

7.0 **CONTRACT AWARD**

7.1 The BBC reserves the right to perform appropriate due diligence (including but not limited to financial and health and safety assessments) at any stage of the Tender process prior to the award of a final contract to a Tenderer.

7.2 The BBC will notify the Successful Tenderer in writing. If agreement is reached with the Successful Tenderer then the BBC will notify the unsuccessful Tenderers as soon as reasonably practical and the contract will be awarded to the Successful Tenderer.

7.3 Any Contract resulting from the ITT for the BBC Funding will be between the BBC and the Successful Tenderer and will include the BBC Key Contract Terms as provided at Section D and any specific amendments requested in the Form of Tender, at section G and subsequently agreed by the BBC.

7.4 By submitting their proposal, Tenderers confirm acceptance of the Key Contract Terms subject to any specific amendments requested in the Form of Tender in Section G and subsequently agreed by the BBC. Requested amendments to the Key Contract Terms will be evaluated in accordance with the Award Criteria detailed in section B, paragraph 3.0 of this ITT.

8.0 **GENERAL**

8.1 **ACCEPTANCE AND REJECTION OF TENDERS** - The BBC reserves the right to accept or to reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Award without incurring any liability to the affected Tenderers.

8.2 **VALIDITY** - Tenders must remain open for acceptance for 120 days from the closing date of the ITT Response. The validity period should be confirmed by completing the Form of Tender provided at Section G. ITT Responses must be signed by a representative of the organisation who must also have corporate authority to sign any resultant Contract.

8.3 **COSTS ASSOCIATED WITH TENDERING** - All costs incurred directly or indirectly in responding to, preparing and submitting the ITT or those costs which arise out of any presentations requested by the BBC will be borne wholly by the Tenderer.

8.4 **PUBLICITY** - Tenderers 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 Tender.

8.5 **USE OF BBC LOGO** - Tenderers 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 ITT.

8.6 **INDUCEMENT** - The offering of inducement of any kind in relation to obtaining this or any other contract with the BBC will automatically disqualify a Tenderer and may constitute a criminal offence.
Section C – Requirements

1.0 EDITORIAL

1.1 The Break is a series of 5’ short form monologues created by BBC Writersroom which is now in its third series. The focus for this new series is to showcase Scotland’s best up-coming writers who have a strong, unique voice, with stories that are inclusive and highlight Scotland’s wide and diverse audience and society.

1.2 Developed by BBC Writersroom Scotland, and funded by Drama Commissioning and BBC Three, The Break Series 3 is intended to be made available on BBC Three in early 2018. The Break is aimed at the BBC Three audience (aged 16-34) and should be in keeping with the channel’s wider content in its tone. Scripts for each short film will be chosen from entries submitted to BBC Writersroom under The Break Series 3 open call as detailed in Appendix 1.

1.3 This ITT is for a production company to engage and collaborate with BBC Writersroom as part of the editorial process, and to produce all five short films for BBC Three which will be shot at BBC’s Dumbarton Studios and on location if editorially required. BBC Writersroom will editorially lead the Programme but it is planned that the Successful Tenderer will be involved alongside BBC Writersroom in the latter stages of the script development prior to the five final scripts being chosen. BBC Writersroom will act as Executive Producer and be across the whole process, offering notes as appropriate and signing off the finished films before delivering to Commissioning.

1.4 Writers, either individuals or in pairs, will be chosen during an open call process by BBC Writersroom, with their initial script fee paid by BBC Writersroom. Once they are shortlisted, writers will be developed through BBC Writersroom and 8 writers will be commissioned to script. A final decision for 5 scripts to go into production will be made after this process. Details of all 8 shortlisted ideas will be available to the short-listed Tenderers prior to the pitch interviews.

1.5 Production Company and Producer should have proven track records of scripted drama or comedy drama for TV or film. Tenderers will be expected to include in their Response To Tender proposals for key HOD roles, including Director, Editors and DOP.

1.6 Casting – Cast to be a mix of high profile actors with some new talent depending on the specific roles. Across the five films it would be favourable if some of the talent have a strong on-line profile.

1.7 Compliance and BBC Editorial Guidelines.

As with all of our content we would expect production to deliver shows that are in line with the BBC editorial guidelines and to be able to adapt to BBC’s changing editorial and business needs during the life of the tender

2.0 TECHNICAL & DELIVERY

2.1 As a BBC Three commission delivery of the Programme should enable initial availability on iPlayer from early 2018.

2.2 For each short film the Tenderer must deliver to the BBC the items listed at Appendix 2 “BBC Deliverables”.

2.3 The Delivery Items must adhere to all specifications for BBC transmission as are set out in the BBC Technical Standards for Network Television Programme Delivery, which are contained on the BBC’s Commissioning website: http://dpp-assets.s3.amazonaws.com/wp-content/uploads/specs/bbc/TechnicalDeliveryStandardsBBC.pdf

2.4 The Tenderer will be required to complete all necessary diversity and inclusion information for Project Diamond. Project Diamond is a diversity monitoring initiative set up by the Creative Diversity Network to monitor the diversity of individuals participating in productions both on-screen and off-screen in the United Kingdom. Further information is available on the BBC Commissioning website: http://www.bbc.co.uk/commissioning/tv/production/articles/diversity#diamond

3.0 FINANCIAL

3.1 Tariff. The BBC tariff (funded by the public service) for the Programme is £95,000 (ninety five thousand pounds sterling) in total, equating to £19,000 (nineteen thousand pounds sterling) per 5 minute film “the BBC Funding”.

3.2 Distribution investment. The Tenderer is invited to seek distribution investment into the Programme and identify potential financial investment and the rights granted in their Tender submission. Any distribution investment would be subject to detailed discussion and agreement between the Successful Tenderer, the potential distributor and the BBC.
3.3 Proposed Programme cost and sources of funding

3.3.1 The ITT Response will include details of the full production schedule and budget, highlighting how this funding breaks down between the price to BBC public service and any other sources of funding.

3.3.2 The contract is offered as a “fixed price” deal, with the Tenderer responsible for any overspend and entitled to keep any underspend.

3.3.3 The fixed price shall be inclusive of all insurance requirements for the production.

3.3.4 The fixed price shall be inclusive of Directors’ UK contributions and any other payments that the BBC makes directly on behalf of the Tenderer; these shall be deducted from the BBC funding agreed with the Successful Tenderer.

3.3.5 The fixed price shall be exclusive of the Writers’ initial script fees which will be paid by BBC Writersroom. The Writers will be contracted by the BBC under standard prevailing BBC terms (as agreed with the Writer’s Guild, Society of Authors and Personal Managers Association), with the rights in each script licenced to the Successful Tenderer to allow them to produce and exploit the Programme.

3.3.6 As part of our strategic priorities the BBC is making a commitment to the real living wage (as described by the Living Wage Foundation). The cost of the Programme should be budgeted to account for the real living wage and the ITT Response should include details of how compliance with the real living wage will be achieved.

3.4 Insurance

3.4.1 The BBC has in place a Production Insurance Scheme (“BBC Scheme”) which is available to all BBC commissioned independents. The BBC Scheme will also be made available to the Successful Tenderer for the Programme at a cost of 0.5% of the ‘insurable amount’ of a production’s costs (defined as the total budget minus production fee, overheads, royalties, insurance premium and contingency).

3.4.2 By joining the scheme, the Successful Tenderer will ensure compliance with the BBC insurance requirements (other than Errors & Omissions which is not provided under the BBC Scheme).

3.4.3 If the Successful Tenderer elects not to join the BBC Scheme they will need to show evidence of the following covers prior to commencement of any filming and ensure that the BBC is named on the following policies:

- Production Insurance (including but not limited to cast, extra expense, negative and videotape, props sets and wardrobe, miscellaneous technical equipment, and UK Terrorism)
- Employers Liability
- Public Liability
- Products Liability (if applicable)
- Film Union insurance (if applicable)
- Errors & Omissions Insurance - the Successful Tenderer will need to hold at least £3m of Errors & Omissions insurance in respect of defamation and Intellectual Property rights infringement risk.
Section D – Key Contract Terms

The Successful Tenderer will be the Producer of the Programme ("Producer"). The contract to produce the Programme shall be awarded for the Programme from date of appointment, until full delivery of the Programme and shall be contracted with the BBC under a programme production agreement for BBC Three content for the BBC funding, with the Producer granting the BBC a licence for all BBC Public Service Rights in perpetuity. The Producer will control distribution with the share of any net receipts to be split 50% to the Producer and 50% to the BBC. All format rights will remain invested in the Writer for each script, and in the BBC for the series title 'The Break' and series concept. Both agreements shall contain the following key contract terms:

1.0 PRE-CONDITIONS

1.1 The Programme must qualify as a Scottish Nations Production as described in Section C of this ITT and confirmed by the Producer in their Response to the ITT. The BBC shall have the right to audit the Producer during the term of the contract in order to verify that Regional Production targets are met.

1.2 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 H&S approval prior to contract.

1.3 In making the Programme the Producer shall comply with the BBC Guidelines (see: http://www.bbc.co.uk/commissioning/tv/production/articles/policies-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.

1.4 The Producer shall ensure that all production staff involved in the production and delivery of the Programme are paid at least the appropriate National Living Wage, London Living Wage or Scottish Living Wage, as applicable, with regard to the location of their employment.

1.5 The Producer and the BBC will need to agree the detailed Editorial Specification in the form published on the BBC’s Commissioning Website, and for the avoidance of doubt, the Producer will be required to secure the BBC’s prior written approval of key on and off screen talent and production staff including the Executive Producer.

1.6 Relevant personnel employed or engaged by the Producer and working on the Programme may be required to sign non-disclosure agreements 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.

2.0 FINANCE

2.1 Financial Terms shall reflect Section C paragraph 3.0 of the ITT and the Producer’s response as accepted and confirmed by the BBC.

3.0 RIGHTS & REVENUE

3.1 The Programme is based on a BBC idea and so in accordance with clause 3.9 of the BBC Code of Practice falls outside the BBC’s Terms of Trade/Business Framework for the commissioning of independent productions.

3.2 Production of the Programme is offered on a work for hire basis:

a. The ownership of the format and title of the Programme, namely The Break, will be vested absolutely in the BBC.

b. The ownership of the copyright in each of the short films made by the Producer for the Programme, but excluding the BBC Public Service Rights which shall be granted to the BBC in perpetuity, will be vested in the Producer.

c. The ownership of the format of each short film will remain with the individual Writer(s) of each script, who will be contracted under a script agreement with the BBC. The BBC will licence the rights in the script to the Producer to allow the Producer to produce and exploit the Programme.
d. The BBC as commissioner will retain first right of refusal to commission further scripts or spin-offs from the Writer(s) based on the format.

e. The Producer will have no automatic right to produce any further scripts or spin-offs from the Writer(s) based on the format.

f. The BBC shall be under no obligation to re-commission the Producer to produce the Programme at the end of the Contract period.

3.3 Distribution Terms shall reflect Section C paragraph 3.0 and agreement reached between the Producer, the distributor and the BBC.

4.0 PRODUCTION

4.1. The Producer will have access to BBC Archive footage for the purposes of producing the Programme on the following basis:

a. Producer will not be required to pay for Public Service Use of the Programme although will have to clear underlying rights in the footage for BBC Public Service Use;

b. Producer will be required to clear archive for commercial use as part of the distribution requirements (if applicable).

4.2. 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.

5.0 DELIVERABLES

5.1 The provisions set out in the Editorial, Technical & Delivery and Financial sections of the Requirement in section C shall be reflected as terms of the Contract.

6.0 TERMINATION AND TAKEOVER

6.1 The BBC 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 BBC determines (acting reasonably) that one (or more) of the Pre-Conditions set-out above are not being fulfilled.

6.2 The BBC’s standard rights of termination or takeover of production of the Programme will apply.
Section E – Tender Eligibility Form (TEF)

If you are tendering as a partnership your form should include details for all partners.

A Word version of Sections E (Tender Eligibility Form), F (Non Disclosure Agreement) and G (Form of Tender) is available via e-mail from Annie Paterson (annie.paterson@bbc.co.uk).

1.0 ORGANISATION DETAILS

PASS/FAIL
1.1 Please note only limited companies or BBC Studios are eligible. Any other types of organisations will not be considered.

<table>
<thead>
<tr>
<th>Organisation Information</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Limited Company</td>
<td></td>
</tr>
<tr>
<td>Private Limited Company</td>
<td></td>
</tr>
<tr>
<td>BBC Studios</td>
<td></td>
</tr>
<tr>
<td>(If other please provide details)</td>
<td></td>
</tr>
</tbody>
</table>

FOR INFORMATION
1.2 Please fill in the following information about your organisation.

<table>
<thead>
<tr>
<th>Organisation detail</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please confirm if you are an ‘independent producer’ within the meaning of Paragraph 3 of the Broadcasting (Independent Productions) Order 1991, as amended</td>
<td></td>
</tr>
<tr>
<td>Company trading name</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact email address</td>
<td></td>
</tr>
<tr>
<td>Office Address (substantive base)</td>
<td></td>
</tr>
<tr>
<td>Head Office Address if different</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Website address</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Company registration number</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Registration name if different from the trading name</td>
<td></td>
</tr>
<tr>
<td>Company registration address if different from the trading address</td>
<td></td>
</tr>
<tr>
<td>How long has the company’s substantive base been established (if applicable)</td>
<td></td>
</tr>
<tr>
<td>If applicable, is your organisation part of a group? If so, give details of other members in the group</td>
<td></td>
</tr>
<tr>
<td>Annual turnover over the last 3 years and/or projected annual turnover over the next 3 years</td>
<td></td>
</tr>
</tbody>
</table>

2.0 PARTNERSHIP

FOR INFORMATION
2.1 Please fill in the table below if you are submitting the ITT response as part of a partnership.

<table>
<thead>
<tr>
<th>Partnership details</th>
<th>Yes/No/Detail if yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this Tender being submitted as a partnership?</td>
<td></td>
</tr>
<tr>
<td>If 'Yes' - please list each partnering company and describe the responsibilities each partner will take.</td>
<td></td>
</tr>
<tr>
<td>Please include the key personnel responsible for the production and delivery of the programme and details regarding the partnering company that they are currently contracted to.</td>
<td></td>
</tr>
</tbody>
</table>
3.0 **NATIONS/REGIONS QUALIFICATION**

**PASS/FAIL**

3.1 The BBC is using the following definitions in order to determine whether this production qualifies as a Scottish Nations Production. The production for the Programme must meet at least a minimum of 2 of the 3 criteria below.

3.2 The Successful Tenderer will be required to meet the regional programme qualifying criteria within one month of the date of Contract Award.

3.3 Please indicate which criteria your company will meet for the production in the table below.

<table>
<thead>
<tr>
<th>Regional Criteria</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) The production company must have a substantive business and production base in Scotland. A base will be taken to be substantive if it is the usual place of employment of executives managing the regional business, of senior personnel involved in the production in question, and of senior personnel involved in seeking programme commissions;</td>
<td></td>
</tr>
<tr>
<td>b) At least 70% of the Programme production budget (excluding the cost of on-screen talent, archive material and copyright costs) must be spent in Scotland.</td>
<td></td>
</tr>
<tr>
<td>c) At least 50% of the production talent (ie not on-screen talent) by cost must have their usual place of employment in Scotland. Freelancers without a usual place of employment in Scotland will nonetheless count for this purpose if they live in Scotland.</td>
<td></td>
</tr>
</tbody>
</table>

3.4 Please provide a list of senior personnel at the substantive base who will work on the programme:

<table>
<thead>
<tr>
<th>Name</th>
<th>Production Role</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.0 **INSURANCE**

**PASS/FAIL**

4.1 The BBC requirements in relation to insurance are outlined in Section C, Requirements. It is essential that cover is in place by the time of pre-production. Please note at least £3m of Errors & Omissions insurance in respect of defamation and intellectual property rights infringement risk is required.

4.2 Suppliers unwilling to obtain this cover will not be made eligible.

4.3 Please list details of insurance cover held in respect of the following:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Yes/No</th>
<th>If No, please confirm this cover will be in place by the time of pre-production</th>
<th>Amount of cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production</td>
<td>£</td>
<td></td>
<td>£</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>£</td>
<td></td>
<td>£</td>
</tr>
<tr>
<td>Public Liability</td>
<td>£</td>
<td></td>
<td>£</td>
</tr>
<tr>
<td>Errors &amp; Omissions (min £3m)</td>
<td>£</td>
<td></td>
<td>£</td>
</tr>
</tbody>
</table>

5.0 **COMPANY POLICIES**

**PASS/FAIL**

5.1 Using the table below, please indicate if your organisation currently has the following policies and, if not, whether you would be prepared to put these in place by the time of the ITT submission deadline. Please note, only organisations which currently have policies (or would be prepared to put them in place by the time of the ITT submission deadline) will be eligible.
6.0 DIVERSITY AND INCLUSION

FOR INFORMATION

6.1 Recognising the importance of diversity and inclusion in everything the BBC makes provides a creative opportunity to better reflect our audiences and who we are through our output. Please note that the BBC expects all its suppliers to have a Diversity and Inclusion Policy by the 31st of December 2016.

<table>
<thead>
<tr>
<th>Diversity and Inclusion policy</th>
<th>Yes/No/Detail if yes</th>
</tr>
</thead>
</table>

7.0 ENVIRONMENTAL SUSTAINABILITY

FOR INFORMATION

7.1 The BBC is committed to sustainable television production, working as part of the BAFTA Albert consortium. More information can be found here: [http://www.bbc.co.uk/responsibility/environment](http://www.bbc.co.uk/responsibility/environment) or by contacting the Albert Team at mailto:Albert@bbc.co.uk

<table>
<thead>
<tr>
<th>Environmental Sustainability</th>
<th>Yes / No / Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your organisation currently signed up to Albert? Will you be completing Albert Certification for the production of this Programme?</td>
<td></td>
</tr>
</tbody>
</table>

8.0 INSOLVENCY AND BANKRUPTCY/CCJS

PASS/FAIL

8.1 The BBC may choose to exclude any potential tenderer who answered Yes to any of the questions in the table below:

<table>
<thead>
<tr>
<th>Insolvency and Bankruptcy/CCJs: In the past 5 years, in the United Kingdom, Republic of Ireland or elsewhere, has your organisation (or any of your directors) ever been:</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Declared bankrupt</td>
<td></td>
</tr>
<tr>
<td>Served a bankruptcy petition</td>
<td></td>
</tr>
<tr>
<td>The subject of a bankruptcy court order</td>
<td></td>
</tr>
<tr>
<td>The subject of insolvency</td>
<td></td>
</tr>
<tr>
<td>The subject of winding-up proceedings</td>
<td></td>
</tr>
<tr>
<td>In a situation where your assets have been administered by a liquidator or by the court</td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td></td>
</tr>
<tr>
<td>Has it been established by a judicial or administrative decision (with final and binding effect in the United Kingdom), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</td>
<td></td>
</tr>
</tbody>
</table>
9.0 RELEVANT PRODUCTION EXPERIENCE

EVALUATED (70%)

9.1 Using the table below please indicate the recent relevant production experience your organisation and /or your key personnel has in making similar or comparable programmes with the Programme being tendered by the BBC. This should include details of production titles, broadcaster and transmission date, a brief editorial description of the programme, any relevant information on how the programme was received.

<table>
<thead>
<tr>
<th>Production Experience (%)</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production 1</td>
<td></td>
</tr>
<tr>
<td>Production 2, etc.</td>
<td></td>
</tr>
</tbody>
</table>

10.0 CONFLICT OF INTEREST

EVALUATED (15%)

10.1 A conflict of interest may arise when the external activities of anyone involved in making our content affects the BBC’s reputation for integrity, independence and high standards, or may be reasonably perceived to do so. Our audiences must be able to trust the BBC and be confident that our editorial decisions are not influenced by outside interests, political or commercial pressures, or any personal interests. Further information can be found at: [http://www.bbc.co.uk/editorialguidelines/guidelines/conflicts-of-interest](http://www.bbc.co.uk/editorialguidelines/guidelines/conflicts-of-interest)

10.2 All conflicts of interest will be evaluated (taking into account all proposed mitigations).

10.3 Using the table below please identify any potential conflicts of interest or contractual commitments that may impair your ability to produce this Programme to the Editorial and Broadcast standards required. Please include mitigation measures that will be put in place to minimise this risk.

<table>
<thead>
<tr>
<th>Conflict of Interest</th>
<th>Proposed mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. COI 1</td>
<td></td>
</tr>
<tr>
<td>2. COI 2, etc.</td>
<td></td>
</tr>
</tbody>
</table>

11.0 HEALTH AND SAFETY

EVALUATED (15%)

11.1 Using the table below please give details of accidents/incidents on previous Programmes your organisation produced

<table>
<thead>
<tr>
<th>Health and Safety</th>
<th>Detail</th>
</tr>
</thead>
</table>
| Did significant accidents or incidents (as defined by RIDDOR) arise during any previous production(s) in the last 3 years? (If so, please indicate how many incidents and give details of those incidents which resulted from specified injuries and dangerous occurrences. Please also indicate what action has been taken to prevent future similar incidents). | }
Section F – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

Effective Date: [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 tendering process for The Break Series 3 (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 UNAUTHOURISED 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 AND BBC ARCHIVE MATERIAL

7.1 All Confidential Information, and all BBC archive material provided to the Recipient (which may include access to programmes previously broadcast by the BBC, whether in whole or in part) (“BBC Archive Material”), will only be used by the Recipient strictly for the purpose of preparing their tender submission, and such Confidential Information and BBC archive material is and shall remain the property of the BBC notwithstanding anything added
thereto by the Recipient. By disclosing such information to the Recipient, the BBC does not grant any express or implied rights to the Recipient to the information 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, compliance, efficiency, completeness, capabilities or safety of any materials or information provided under this Agreement.

7.2 Access to BBC Archive Material will be granted from the date that the Recipient becomes an Eligible Tenderer and confirms to the BBC their intention to tender until the deadline for submission of the ITT Response. Accordingly, the Recipient hereby undertakes (i) to only access the BBC Archive Material during that period; and (ii) to limit such access to only 2 named individuals from the Recipient’s organisation.

7.3 The Recipient hereby warrants that they will only stream and/or download BBC Archive Material which is previous series of the Project, and acknowledges that the BBC may audit their use of access to BBC Archive Material under this Clause 7.

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: ANNIE PATERSON
Title: BUSINESS AFFAIRS MANAGER
Date: [date of the Agreement]

Signed for and on behalf of

[THE RECIPIENT]

Signature:

Name:
Title:
Date
Section G – Form of Tender

[on Company/Organisation letterhead]

Annie Paterson
Business Affairs Manager
BBC
Zone 3.03
40 Pacific Quay
GLASGOW
G51 1DA

Dear Annie

Re: Tender for the Production and Delivery of BBC’s ‘The Break Series 3’

I confirm on behalf of: [Organisation Name]

I have read and understood all sections of the ITT, and as a representative of the organisation, I hereby confirm my tender offer to the BBC.

I confirm that at the time of tendering there is no conflict of interest as referred to in Section E paragraph 0 of this ITT affecting any member of the organisation and that I shall disclose to the BBC any actual or potential conflict of interest of this nature arising from the submission of this Tender, or the potential production of The Break Series 3 for the BBC.

I hereby offer to enter into a Contract with the BBC upon the terms of the Key Contract Terms contained within Section D of the ITT and other terms as detailed in the ITT subject to any contractual issues addressed in the Compliance Matrix below that are subsequently agreed by the BBC.

I hereby agree that any terms or conditions of Contract or any general reservations which may be printed on any correspondence emanating from us in connection with this Tender or with any contract resulting from this Tender, shall not be applicable to the Key Contract Terms.

I warrant that I have the corporate authority to sign this Tender and any resultant Contract.

I agree that any Contract that may result from this Tender shall be subject to the laws of England and Wales.

I understand that the BBC is not bound to accept the lowest or any Tender. I also understand the BBC has the right to accept only part of a Tender unless I have expressly stipulated otherwise.

I understand that offering an inducement of any kind in relation to obtaining this or any other contract with the BBC will disqualify this Tender from being considered.

I understand that this Tender will remain open for acceptance by the BBC for a period of one hundred and twenty (120) days from the closing date for return of Tenders specified in the ITT.
I hereby confirm that this Tender fully complies with all the requirements stated within the ITT.

Yes          No

If 'No' please list below all matters in relation to which the Tender does not comply with the requirements as set out in the ITT and any requested amendments to the Key Contract Terms attached at Section D.

Please note that the BBC is under no obligation to consider any such matters which are not set out in the table below but which are raised at a later date.

Sequentially number each point in the first column for ease of reference. If required add rows to this Compliance Matrix for additional points of non-compliance.

<table>
<thead>
<tr>
<th>Reference Number</th>
<th>Cross reference to relevant section of ITT or Key Contract Term</th>
<th>Matter not complied with or Requested Amendment</th>
<th>Reason for non-compliance, alternatives offered, effect on the Tender</th>
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</tbody>
</table>

Signed:

Print Name:
Position:
Email Address:

duly authorised to sign Tenders for and on behalf of: [Organisation Name]

Date:
APPENDIX 1

The Break Series III (Scotland) | BBC Writersroom | Deadline: 20 March 2017

BBC WRITERSROOM SCOTLAND LAUNCHES SERIES OF SHORTS FROM EMERGING SCOTTISH WRITERS

BBC Writersroom Scotland has launched a new talent search for the third series of The Break, a series of short-form monologues aimed at writers born or living in Scotland. We are looking for funny, emotional or thought provoking stories that reflect the diversity of modern Scotland and offer a contemporary look at Scottish life.

With a focus on new writing talent, we want to showcase Scotland’s best up-coming writers who have a strong, unique voice. We want stories that are inclusive and whose content truly shows our wide and diverse audience and society.

Writers should also ensure that their idea is aimed at the BBC Three audience (aged 18-30), and is in keeping with the channel’s wider content in its tone.

Submissions opened on 6th March 2017, the deadline for entries is 20th March 2017 at noon

THE BRIEF

We want bold, character-driven stories set in Scotland, which will take us on exciting, surprising and dramatic journeys. Each story must have a beginning, middle and end and must grab the viewer from the start and keep them interested with twists, turns and surprises. We are open to all ideas but please look at the previous two series’ of The Break to ensure that you don’t offer a similar story to one we have already told.

PROCESS

We will select writers based on a one page monologue idea and a spec Script/sample of any of their writing (not related to the monologue) that is a minimum of 30’ in duration.

• 25 Writers will be shortlisted to Interview (8-12 May).
• 15 Writers are selected for a one day workshop to develop their ideas (20th May).
• The selected 15 writers will then resubmit their one page pitch idea (16th June).
• 7 writers will be selected to go to script
• After further script development, 5 monologues will be selected to be produced (26th September).

The Break Series III (Scotland) | BBC Writersroom | Deadline: 20 March 2017 | Terms & Conditions of Entry

Terms and Conditions of entry for The Break Series III (Scotland)

1. To be eligible to enter you must meet the following criteria:

• You must be 18 or over as of Friday 17th March 2017.
• You must have been born in Scotland or reside in Scotland on a permanent/full time basis at the time of your application.
You must not be a BBC employee or any person connected to this scheme.

Proof of age, identity and eligibility may be requested. The BBC’s decision as to the eligibility of individual entrants will be final and no correspondence will be entered into.

2. Entrants must submit:

a) A complete original TV/Radio/Film/Theatre/Online script that is at least 30 minutes/pages in length plus a one-page pitch for an original 5 minute monologue (all saved as PDF) via BBC Writersroom’s E-Submissions System only by 12 noon on 20th March 2017.

Speculative scripts should be submitted via our online submission system. If you are unable to submit your script online, please call the BBC Writersroom on 0141 422 6081 or email writersroom@bbc.co.uk to request a cover sheet which we will then post to you. If you post your script to us, the application form must be securely attached to your script and pitch document.

The speculative script you submit must not have previously been produced or have received a professional production. The script must be legibly typed and formatted and be at least 30 minutes/pages in length.

For more information, please visit the website:

www.bbc.co.uk/writersroom/opportunities

3. Submission for entries opens on Monday 6th March 2017. Entries received before this date will not be considered.

4. The BBC will only ever use personal details for the purposes of administering the scheme. Please see the BBC’s Privacy Policy.

5. Closing date for entries is 12 noon on Monday 20th March 2017. Submissions received after this date will not be considered. The BBC cannot accept any responsibility for any problem with the postal service which may result in any entry being lost or delayed. Proof of sending is not proof of receipt.

6. Writers must demonstrate a burning desire to write television drama reflecting life in Scotland.

7. Successful candidates must be available for interview between 8th and 12th May 2017 and a full day workshop at BBC Scotland, Glasgow on Saturday 20th May 2017.

8. Script development process will take place between July – October 2017 and selected writers must be available to write within this timeframe in their own time.

9. As well as individual writers, writing partnerships of two (max) may enter. Speculative scripts and pitch documents submitted must be written by the partnership.

10. All entries must be the original work of the entrant and must not infringe the rights of any other party. The BBC accepts no liability if entrants ignore these rules and entrants agree to fully indemnify the BBC against any claims by any third party arising from any breach of these rules.

11. Original ideas must be suitable to be broadcast by the BBC and for performance at any showcase events.

12. Entrants retain the copyright in their original ideas but on being selected will grant to the BBC a licence to broadcast their entry across all media, as well as use it on any online platforms on standard prevailing BBC terms (as agreed with the Writer’s Guild, Society Of Authors and Personal Managers Association).

13. As with development of any project, the BBC may require further drafts and revisions of the monologue scripts. Successful applicants must be willing and able to undertake redrafting and revision work in conjunction with the BBC.
14. By applying for the scheme, entrants warrant that they have legal capacity to enter the scheme and agree to be bound by these terms and conditions.

15. Entries will be judged on the following criteria:

- The accomplishment of the monologue story
- The quality of the writing in the speculative script
- The originality of the idea
- The strength of voice in the writer

16. Entries will go through the following process:

**Stage One**

All entries will be reviewed by a team of BBC script-readers, who will assess the one page pitch and speculative script against the criteria outlined above and will then select a longlist of up to 25 writers/pitches.

The BBC reserves the right not to read the whole speculative script if it is clear that the quality of the writing or subject matter is unsuitable or is in breach of any of these terms and conditions.

**Stage Two**

A shortlist of up to 25 writers will be selected for interview.

Interviews for workshop places for shortlisted writers will be held between 8th and 12th May 2017 in Glasgow (writers must be available within these dates).

**Stage Three**

Workshop for the 15 shortlisted writers will be held on 20th May 2017 in Glasgow (writers must be available on this date).

**Stage Four**

Deadline for shortlisted writers for their final pitches is 16th June 2017.

Seven writers commissioned for 5’ Monologue Script 6th July 2017.

Scripting process for seven writers from 7th July 2017 to the 8th September 2017.

The final 5 successful writers will be informed by 25th September 2017.

17. The BBC’s decision is final and no correspondence will be entered into.

18. The BBC reserves the right to disqualify any entry which breaches any of these terms and conditions.

19. The BBC reserves the right to cancel or alter the scheme at any stage. In this event, a notice will be posted on the following website: www.bbc.co.uk/writersroom.

20. The BBC reserves the right to disqualify entries that are inconsistent with the BBC Editorial Policy Guidelines or which may bring the BBC into disrepute, including any entries which profit from criminal activity.

21. The BBC reserves the right to amend these terms and conditions at any stage, including changing or substituting the selection process and the development opportunities. In this event, a notice will be posted on the following website: www.bbc.co.uk/writersroom.

22. These Terms and Conditions are governed by the laws of Scotland.
### APPENDIX 2

#### BBC DELIVERABLES

<table>
<thead>
<tr>
<th>ASSET:</th>
<th>DELIVERY DETAILS/DESTINATION:</th>
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<tbody>
<tr>
<td>PRE-TAPE DELIVERY PAPERWORK:</td>
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<tr>
<td>Facilities House Letter</td>
<td>Business Affairs contact</td>
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<td></td>
<td>Scan of signed BBC approved template via email required at Approval of Fine Cut Stage.</td>
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<tr>
<td>Billing</td>
<td>Programme Delivery Co-ordinator</td>
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<td></td>
<td>Or download the Billing Form here</td>
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<td></td>
<td>By (published) billing due dates on BBC approved template or as otherwise directed.</td>
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<td>Billings should be pre-approved with your BBC Commissioning Executive</td>
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<tr>
<td>PRE-TAPE DELIVERY PUBLICITY MATERIALS:</td>
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<td>Publicity Stills:</td>
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<td>You are required to deliver:</td>
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<td></td>
<td>- 20 iconic images that best represent the whole series and,</td>
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<td></td>
<td>- for each episode, 20 further stills of key scenes/characters</td>
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<td>Any extras may be of use to BBC online so please do not discard them.</td>
</tr>
<tr>
<td></td>
<td>It may be that the BBC only requires five iconic images and five further stills per episode.</td>
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<td></td>
<td>Please contact <a href="mailto:BBCPictureDesk@bbc.co.uk">BBCPictureDesk@bbc.co.uk</a> for confirmation of the number of images you should</td>
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<td>provide and any further queries.</td>
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<td>Nations and Regions productions should contact the press office of the Nation or Region</td>
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<td>concerned.</td>
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<td>Programme stills must be delivered no later than 10 working days prior to the Delivery Date.</td>
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<td>The nature of the Programme may mean that this timescale is unrealistic, in which case</td>
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<td>please discuss and agree an alternative with the BBC.</td>
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<td>All stills must conform to the BBC’s picture guidelines:</td>
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<td>- BBC Pictures’ guide to Publicity stills</td>
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<td>- Pictures compliance guidance note</td>
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<td>Please deliver a combination of landscape and portrait format images and include a caption list</td>
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<td></td>
<td>in accordance with the BBC’s Publicity Stills caption list.</td>
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<tr>
<td></td>
<td>All stills provided to the BBC must be shot to a professional standard in a combination of</td>
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<td>landscape and portrait formats and delivered in digital format at as high a resolution as</td>
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<td>possible - ideally JPEGs at 35Mb 300 dpi. Screen grabs are not acceptable unless agreed</td>
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<td>beforehand and in exceptional circumstances.</td>
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<tr>
<td></td>
<td>The copyright of all the images including any archive material and logo/title card delivered</td>
</tr>
</tbody>
</table>

- Please make sure all deliverables are compliant with BBC’s guidelines. — The Break
cleared so that the BBC has the right to distribute the images as part of the non-commercial publicity and promotional material relating to the Programme only in any media, including use on all the various BBC multiplatform public services.

<table>
<thead>
<tr>
<th><strong>Clips:</strong></th>
<th><strong>Short Form Video Team:</strong> <a href="mailto:shortformvideo@bbc.co.uk">shortformvideo@bbc.co.uk</a></th>
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</tr>
<tr>
<td>- <strong>One</strong> clip per episode</td>
<td>Find details of clip length, contents and on the Programme Website Deliverables page, or as otherwise directed by your Business Affairs contact.</td>
</tr>
<tr>
<td>- <strong>One</strong> clip for the whole series</td>
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<tr>
<td>A .mov file with timecodes (and also guiding lines).</td>
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</tbody>
</table>

**Preview copy**

Full programmes should be uploaded directly to the BBC Previews website to an FTP account using software such as Filezilla or similar. Please contact the Previews Unit for the log in details [previews.unit@bbc.co.uk](mailto:previews.unit@bbc.co.uk).  
File type: MP4  
Compression/Codec: H.264  
Data Rate: Minimum 750kbps - Maximum 1 Mbps.  
Sound: MPEG-4 AAC, Stereo, Auto, maximum 160kbps (or other compatible MPEG-4 audio)  
Frame Size: Must be 16/9 – 640 x 360  
Enable ‘fast streaming’/‘fast start’/‘quick streaming’  
For more information, log in details and for any queries regarding delivery please contact the team at previews.unit@bbc.co.uk.

**Additional Publicity material**

Please refer to the BBC Commissioning website Publicity page for a list of additional publicity material you may be requested to deliver to support the programme, including additional material for televised marketing trails.

**MEDIA**

**Format = FILE DELIVERY**

**Unless agreed as otherwise in the Commissioning Specification:**

File Delivery in accordance with the “TECHNICAL STANDARDS FOR DELIVERY OF TELEVISION PROGRAMMES”  
as set out on the BBC’s Delivering Quality Website here: [http://www.bbc.co.uk/guidelines/dq/contents/television.shtml](http://www.bbc.co.uk/guidelines/dq/contents/television.shtml)

Together with:

- Automated QC (AQC) Report
- PSE report (some QC test systems include PSE testing in which case the PSE report will be included in the AQC report)
- Eyeball QC report carried out and completed by the Producer

**2 x time coded (BITC) DVD**

**1 x clean DVD**

Programme Delivery Co-ordinator

**DELIVERY PAPERWORK SUBMITTED ON DELIVERY DATE:**

TV Compliance Form  
Duly signed (electronically – word/excel format) by Executive Producer named in the Commissioning Specification

Programme Delivery Co-ordinator on BBC approved template

[Download the Word version of the form](#)
[Download the Excel version of the form](#)
<table>
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<tr>
<th>Document Type</th>
<th>Contact Information</th>
<th>Instructions</th>
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<tr>
<td>Clip/Shortform Compliance form</td>
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<td>On BBC approved template in accordance with the compliance information on the BBC Commissioning website.</td>
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<tr>
<td>Transmission form</td>
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<td>Download the Form</td>
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<tr>
<td>Portrayal Form</td>
<td>Programme Delivery Co-ordinator on BBC approved template</td>
<td>Download the TV Portrayal Form</td>
</tr>
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<td>Publicity Stills Caption List</td>
<td>Send to <a href="mailto:BBCPictureDesk@bbc.co.uk">BBCPictureDesk@bbc.co.uk</a></td>
<td>On BBC approved template accompanying publicity stills. Publicity Stills caption list.</td>
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<tr>
<td><strong>FINAL PAPERWORK SUBMITTED ON OR AS SOON AS POSSIBLE AFTER DELIVERY DATE:</strong></td>
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</tbody>
</table>
| Schedule of Residuals (including the BBC Store Schedule of Residuals) | Business Affairs contact **and** BBC Worldwide Ltd: WWRightsManagement-IndieRights@BBC.com | On BBC approved template.  
As this form may contain sensitive personal data, please ensure you password protect it before emailing to recipient. Please then email the password separately. Download the form |
| OFCOM Form                           | Business Affairs contact and copied to I&RPOfcomCompliance@bbc.co.uk on the BBC approved template. | On the BBC approved template. Download the form |
| Key Agreements (Applicable if the agreement column for a Key Approval is ticked on the Commissioning Specification) | Business Affairs contact. | Signed copies sent via email. Download the form |