**CONTAINS STRONG LANGUAGE**

**PROJECT PLAN**

Hull 2017 and the BBC have already entered into an agreement dated 22 October 2015 under which they have agreed to collaborate on a number of matters and which envisages that individual projects between them shall be separately documented (the **“Agreement”**).

This document sets out the manner in which the BBC, Hull 2017 and Wrecking Ball Press (each a **“Partner”** and together the **“Partners”**) will work together in relation to the event titled Contains Strong Language (the **“Project”**) and is the project plan for the Project as anticipated by Clause 3.5(b) of the Agreement.

**THE PROJECT**

Contains Strong Language is a new national poetry festival taking place in Hull from Thursday 28 September to Sunday 1 October 2017 and will incorporate National Poetry Day (on Thursday 28 September 2017). The Project is being created by the BBC, building on an existing BBC brand, and will form part of Hull 2017 UK City of Culture. It is intended that the Project shall be repeated in Hull 2019 and subsequently at the next UK City of Culture in 2021, but acknowledged that no Partner is able to commit in advance to any such repeat of the Project. The Project shall be split into the following elements:

1. **BBC Events** – the BBC shall programme a series of events across the city, including at Hull College (from where it will transmit both live and pre-recorded radio (and possibly TV) broadcasts).
2. **Wrecking Ball Press Events** –Wrecking Ball Press will be programming a series of events at Kardomah and other venues in Hull, with such programme of activity being funded by an ACE grant to Wrecking Ball Press. This programme of events will not be broadcast.
3. **Other Events** – there may be further activities forming part of the Festival (potentially with Apples and Snakes and others) and any such activity shall be agreed by Hull 2017, the BBC and Wrecking Ball Press prior to inclusion in the Festival.

The programme and schedule for the Project are attached at Schedule 2 of this Agreement.

**GOVERNANCE**

The BBC shall be responsible for those elements of the Project which it is producing, Wrecking Ball Press will be responsible for those elements of the Project it is producing and any other partner shall be responsible for any other part of the Project which the parties agree shall become part of the Project.

The key elements of the Project are:

1. **BBC Responsibilities**

BBC shall remain fully responsible for those elements of the Project which it is commissioning and producing (such production to include technical, production and health and safety management and, where required, the entering into of venue agreements), and shall be responsible for funding of such elements in accordance with the agreed Project budget.

In particular, the BBC shall be responsible for the following:

1. entering into a commissioning agreement with either 6 or 7 of the 17 poets taking part in the Project and listed at Schedule 2 of this Agreement;
2. entering into venue agreements with each venue where it will be holding events – these venues are intended to include Hull College, Middleton Hall at the University and Holy Trinity
3. payment of all accommodation/subsistence for all poets attending the Project; and
4. payment to those poets attending BBC Learning Day.
5. **Wrecking Ball Press Responsibilities**

Wrecking Ball Press shall remain fully responsible for those elements of the Project which it is commissioning and producing (such production to include technical, production and health and safety management and, where required, the entering into of venue agreements), and shall be responsible for funding of such elements in accordance with the agreed Project budget.

In particular, Wrecking Ball Press shall be responsible for the following:

1. entering into: (i) a short agreement with each of the 17 poets taking place in the Project to ensure each poet is paid an attendance fee; and (ii) a commissioning agreement with either 8 or 9 of such poets;
2. entering into venue agreements with each venue where it will be holding events – these venues include Jubilee Church and Kardomah;
3. payment of all travel for poets attending the Project contracted by Wrecking Ball Press;
4. **Hull 2017 Responsibilities**

Hull 2017 shall provide assistance to each of the BBC and Wrecking Ball Press to help ensure the successful delivery of each element of the Project as part of Hull 2017 City of Culture.

In particular, Hull 2017 shall be responsible for entering into a commissioning agreement with 2 of the poets taking part in the Project to create work (both these commissions to be produced by either Wrecking Ball or BBC in accordance with paragraphs 1 and 2 above).

For the avoidance of doubt, Hull 2017 will not pay for any travel/accommodation/subsistence during the Project for poets commissioned by Hull 2017.

1. **General Responsibilities**

Each Partner will produce and present those elements of the Project for which it is responsible in a professional manner, to the best of its skills and abilities and in line with current best practice.

In procuring goods and services, each Partner must demonstrate best practice, with a clear remit to obtain value for money. Each Partner must carry out its business in compliance with all relevant legislation and regulations, in particular in connection with the employment of staff, health and safety, disability discrimination, equal opportunities, human rights, environmental law, copyright, data protection and child protection. Each Partner is also responsible for obtaining any licences, permissions and insurances that are necessary by law.

Each Partner shall be responsible for obtaining all usual insurances to cover the delivery of those elements of the Project for which it is responsible including, but not limited to, public liability, professional indemnity and employer cover.

1. **Artistic Programme and Additional Partners**

Hull 2017, the BBC and Wrecking Ball Press shall together sign off on the artistic programme for the Project (including any digital elements of the Project) and will all need to approve the inclusion of any additional partners as part of the Project eg Apples and Snakes or First Story. It is envisaged that the relevant Partner (ie the partner responsible for the costs relating to the additional activity) will be responsible for contracting with the relevant additional partner and the additional partner would also enter into a short brand agreement with Hull 2017.

1. **Project Budgets**

The budgets for the Project are attached at Schedule 1 of this Agreement. Each party shall be responsible for the management of its own budget and for any increase or decrease in such budget.

1. **Broadcast**

It is the intention of the BBC to arrange and deliver live and other broadcast of its elements of the Project across BBC platforms including BBC iPlayer. For the Project, it is intended to include coverage on BBC radio stations 1 to 6 and possibly BBC TV from BBC-produced venues during the course of the four-day programme.

1. **Marketing and Communications**

The Partners will work together to create the overall Marketing and Communications Plan for the Project and each Partner will sign off on this plan, which for the avoidance of doubt shall include (i) reference to the timing and content of public announcements relating to the Project (including public statements, on sale date(s) and press and other media releases) (ii) reference the graphic designer to be responsible for the marketing materials for the Project and (iii) set out the nature of event dressing for each venue at which the Project will take place.

The BBC is able to provide campaign support planning across its own platforms and shall lead on its own on air and online platforms and include any plans relating to such platforms in the overall Marketing and Communications plan.

Hull 2017 shall also ensure alignment of the Marketing and Communications Plan with the overall Hull 2017 Marketing and Communications Plan and of any public announcements and promotional and media activity relating to the Project. In addition, Wrecking Ball Press shall ensure alignment of the Marketing and Communications Plan with the overall Humber Mouth Humber Mouth Festival Marketing and Communications Plan.

1. **Crediting**

It is agreed that the Project will be credited as follows in all marketing and publicity materials:

*Hull UK City of Culture 2017, the BBC and Humber Mouth*

*Contains Strong Language*

*In association with Wrecking Ball Press*

BBC Learning’s participation in the Learning Day will additionally be acknowledged in press material by way of the following credit:

*Made in association with BBC Learning*

References to the Project on BBC platforms will be managed so that they are authentic expressions of the content for, and audience of, each such platform. The Partners shall collaborate on creating an A4 page of key points which will form the basis of the briefs to go out to each BBC network to inform these references.

1. **Branding and Promotion**

Each Partner licences the other Partners [in accordance with the terms of Schedule 3]e to use the trade marks and associated branding of the other Partners within the materials created for its elements of the Project and for the duration of the Project and, in the case of the Hull 2017 brand, in accordance with the Hull 2017 Brand Guidelines.

The provisions of Clause 9.3 of the Agreement shall remain unaffected by the above paragraph.

The BBC will allocate in-house creative design resource to advise on, and provide iterations of, the Project brand architecture, protocols and delivery that meet the branding guidelines of each Partner and the editorial guidelines of the BBC. The final branding hierarchy for the Project shall be agreed by all Partners.

Each Partner shall ensure that all Partners are able to use (i) the Project’s name (ii) images of any relevant venues and (iii) images of the Project and key talent taking part in the Project, and shall provide Hull 2017 with examples of (i) all such promotional materials once available and (ii) with copies of standard press materials, press kits etc. to enable Hull 2017 to promote the Project as part of City of Culture and for archival and legacy purposes.

Each Partner shall ensure that all Partners shall be able to film and photograph each event forming part of the Project, for marketing and promotion of the Production and for archival and legacy purposes.

1. **Sponsorship of Project**

None of the Partners shall enter into any sponsorship or other commercial arrangement in relation to the Project without the consent of Hull 2017 and the BBC.

1. **No Exploitation**

Each Partner shall take all reasonable steps to prevent any activity undertaken by a third party that creates an association with, or provides the third party, its products or services exposure in relation to, the Project (“Ambush Marketing”).

No party shall do anything to knowingly damage Hull 2017’s relationship with its funders nor do anything that would bring Hull 2017 or City of Culture into disrepute.

1. **2017 Promotional Activity**

Each Partner shall assist Hull 2017 with fundraising and promotional activity associated with the Project and with City of Culture eg cultivation events, artist/s talks, special tours, special viewings, limited edition artist work (it being recognised that the BBC itself may not be able to participate in such activity but that each of BBC and Wrecking Ball shall ensure that artists engaged by the BBC or Wrecking Ball as part of the Project shall be able to participate).

Each Partner acknowledges that Hull 2017’s own promotional materials shall contain references to and the logos of Hull 2017’s commercial and non-commercial partners and that it is intended that such promotional materials shall be on display at each Project venue. It is recognised that there cannot be any association between the BBC and any such commercial partners.

1. **Ticketing**

Hull 2017 shall be responsible for coordinating all ticketing (both paid and unpaid) that is required for each element of the Project, and all tickets for broadcast events shall be issued by Hull 2017 on behalf of the BBC in accordance with BBC standard operating terms. For those elements of the Project for which paid tickets are sold, Hull 2017 and the relevant Partner shall agree the pricing structure, it being acknowledged that Hull 2017 shall need to charge a small transaction fee in relation to each paid ticket. All tickets will be sold in accordance with Hull 2017’s ticketing policy.

Any ticketing income will be received and processed by Hull 2017 before being passed to the relevant Partner. For the avoidance of doubt, tickets to the BBC-produced events will be made available free of charge.

Each Partner will provide each other Partner with such number of tickets to each event forming part of the Project for which they are responsible as is equal to 2% of the total number of tickets for such event.

1. **Creative Learning and Community Engagement**

Each Partner shall be responsible for any creative learning and community engagement activity relating to any element of the Project which it is responsible for (which in the BBC’s case shall include a contribution to its elements of the Project from BBC Learning). Each Party shall each provide the other Parties with copies of all learning and engagement materials relating to the Project for use as part of City of Culture.

1. **Volunteers**

Each partner shall have the opportunity to request the services of volunteers recruited by Hull 2017 as part of the Hull 2017 volunteer programme, provided that each Partner recognises that it shall be required to comply with Hull 2017’s Volunteer Partner Guidelines covering eg provision of volunteer coordinator and subsistence for volunteers.

1. **Monitoring and Evaluation**

Each Partner shall participate in the evaluation of the Project to be carried out in accordance with the Hull 2017 monitoring and evaluation framework and to contribute to the evaluation of City of Culture which will be undertaken by Hull 2017, the University of Hull and other approved evaluators. It is envisaged that Partner budgets shall contain provision for the costs of such evaluation.

1. **Policies**

Partners shall comply with either their own policies relating to (i) accessibility (ii) protection of children and vulnerable adults (iii) equality and diversity (iv) health and wellbeing and (v) the environment and sustainability or, to the extent that a Partner does not have any such policy in place, with the relevant Hull 2017 policy, copies of which can be obtained from Hull 2017. In addition, each of BBC and Wrecking Ball shall ensure that every venue used as part of the Project is fully accessible and that each performance forming part of the Project is compliant with Hull 2017’s own accessibility policy.

**SCHEDULE 1
PROJECT BUDGETS**

**SCHEDULE 2
PROJECT PROGRAMME AND SCHEDULE**