



FUNDING CONTRACT

DOROTHY'S PRISON NOTEBOOKS

BROADCASTING AUTHORITY OF IRELAND
www.bai.ie



Dated the day of 2022

BROADCASTING AUTHORITY OF IRELAND

- and -

SHARON MCARDLE

FUNDING CONTRACT

DOROTHY'S PRISON NOTEBOOKS



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THIS CONTRACT is made on the day of 2022

BETWEEN

- (1) **BROADCASTING AUTHORITY OF IRELAND** having its principal office at 2-5 Warrington Place, Dublin D02 XP29 ("**the Authority**"); and
- (2) **SHARON MCARDLE** of 65 Cuchulainn Heights, Carlingford, Co Louth, A91 XY52 ("**the Contractor**")

WHEREAS:

- A. The Authority is charged with operating the Scheme.
- B. The Contractor has applied to the Authority for a grant to enable it to produce the Programme and the Authority has agreed to make available the Grant to the Contractor on the terms and subject to the conditions set out in this Contract.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

- 1. The Authority shall make available to the Contractor the Grant to be used solely in the production of the Programme on the terms and subject to the conditions set out in this Contract.
- 2. The Schedules and each of the provisions set out in each of the Schedules form an integral part of this Contract and are deemed to be fully incorporated into and constitute valid obligations of the parties respectively under this Contract. Reference to this Contract includes reference to the Schedules.
- 3. Words and expressions defined or given a particular meaning in **SCHEDULE 1** and **SCHEDULE 3** shall have the same meaning throughout this Contract unless expressly otherwise provided.



SCHEDULE 1

PROGRAMME AND GRANT DETAILS

If the Contractor is a company, the company number and registered office of the Contractor	n/a
PROGRAMME DETAILS:	
Title of Programme	Dorothy's Prison Notebooks
Television or Radio	Radio
Episodes and Duration of Programme	1 x 43 minute
Name of Producer(s)	Executive Producer – Patricia Baker - Curious Broadcast (registered producer with RTÉ) Producers – Sharon Mc Ardle & Declan Gorman. Sound recordist – Ross Carew Editor – Gerry Horan
Name of Director(s)	Director/ Writer - Declan Gorman
Name of Writer(s)	Researcher/ Co. Writer/ Performer - Sharon Mc Ardle
Names of Performers / Contributors / Interviewees	Guest interviewee's: Kate Manning - Principal Archivist at James Joyce Library, UCD, Dr. Leeann Lane – Historian, DCU, Brian Crowley - Curator Kilmainham Gaol, OPW, Dr. Luke Gibbons - Professor of Irish Literary and Cultural studies, NUI Maynooth.
Broadcaster	RTE Radio RTÉ, Donnybrook, Dublin 4 Lyric FM Feature
Logline – capturing the narrative of the project (30 words max).	
"Dorothy Macardle: Prison Notebooks" is a 43-minute radio documentary which follows theatre artists Sharon McArdle and Declan Gorman on their quest to investigate the prison experiences of Irish revolutionary and literary artist Dorothy Macardle, through her own personal jail diaries.	
<u>GRANT DETAILS:</u>	
Amount of Grant	€5,941
Grant Instalments and Milestone Dates	100% of the Grant on execution of this Contract and submission of Delivery Material specified in Schedule 4 further to the Authority's acceptance of that Delivery Material in accordance with Section 2.2 of SCHEDULE 3.



SCHEDULE 2

REQUIRED DOCUMENTATION

The Authority shall not be under any obligation to advance the Grant or any part thereof until the Contractor has delivered to the Authority complete executed copies (and, if requested by the Authority, sight of the originals) of the following agreements and documents together with copies of all amendments and changes thereto, in each case in a form satisfactory to the Authority:

Documentation required from all contractors:

1. Budget & Finance Plan;
2. Treatment (including synopsis);
3. Programme & Grant Details;
4. Insurance Policy;
5. Broadcaster Confirmation Letter;
6. No Set-off Letter for the Production Account in a form set out by the Authority
7. Up to date Tax Clearance Information for Contractor;
8. Accountant correspondence, confirming use of BAI Accounting Standard (M45- 'Grant Claim');

Additional documentation required from contractors that are companies:

9. Secretary's Certificate in a format set out by the Authority;

If applicable to the Programme

10. Broadcaster Contract;
11. Key Personnel Contracts including the contract engaging the services of the Producer, Director and Writer and all key cast or key contributors to the Programme and any other such contracts required by the Authority;
12. Rights Documentation for the Programme by which the Contractor has originated or acquired sufficient rights to develop, produce and exploit the Programme in perpetuity in all media throughout the universe;
13. Co-Financier Contract(s) for the Programme;
14. Any other documents of agreements which in the Authority's opinion are material to the financing or exploitation of the Programme;

Additional documentation required from contractors procuring the tax credit available pursuant to Section 481 in relation to the Programme:

15. Agreement of proper use of BAI credit;
16. Production Services Agreement entered into between the Contractor and Qualifying Company or, if the Contractor is not the Producer Company, entered into between the Contractor, the Producer Company and the Qualifying Company;
17. Department of Tourism, Culture, Arts, Gaeltacht, Sport & Media Minister's certificate;
18. Confirmation of adequate cashflow facility and qualified accountant's opinion on Section 481 funding;
19. Secretary's Certificate of the Qualifying Company in a form as set out by the Authority;
20. Up to date Tax Clearance Information for the Qualifying Company.
21. If the Contractor is not the Producer Company for the Programme for the purposes of Section 481, a Secretary's Certificate in a form prescribed by the Authority and up to date Tax Clearance Information for the Producer Company.



SCHEDULE 3

STANDARD TERMS AND CONDITIONS

1 SECTION 1.0 - INTERPRETATION

1.1 Definitions

In this Contract the following words and expressions shall have the following meanings:-

“2009 Act”	Broadcasting Act 2009 as may be amended from time to time.
“Accounting Period”	A period in relation to which a profit and loss account of the Contractor, laid before its members in general meeting, is prepared.
“Archive”	An archive, maintained by or on behalf of the Authority, of programmes which have been supported by BCI under the Broadcasting (Funding) Act 2003 and/or by the Authority under the 2009 Act.
“Archive Material”	Material included by the Authority in the Archive pursuant to Clause 4.1.
“BCI”	Broadcasting Commission of Ireland.
“Broadcaster Confirmation Letter”	A confirmation letter from the Broadcaster required in a form prescribed by the Authority.
“Broadcaster’s Delivery Report”	A report from the Broadcaster concerning the completion and delivery of the Production, in a form prescribed by the Authority.
“Broadcaster’s Rough Cut Report”	A report from the Broadcaster concerning the rough cut of the Production, in a form prescribed by the Authority.
“Broadcasting Contract”	The contract between the Contractor and the Broadcaster which provides that the Programme will be broadcast by the Broadcaster in a manner which brings the Programme within the scope of Section 154(2) of the 2009 Act.



“Budget”	The Budget for the Programme identified in SCHEDULE 1 and set out in SCHEDULE 7.
“Clawback Amount”	A sum of money repayable to the Authority pursuant to Clause 9.2.
“Co-financier”	A person, other than the Authority, which is to provide finance for the making of the Programme (and details as to persons which are to provide finance for the making of the Programme are set out in the Finance Plan in SCHEDULE 7).
“Co-financier Contracts”	The contracts pursuant to which the Co-financier(s) agree to provide finance for the making of the Programme.
“Decision”	The decisions of the European Commission dated 5 th October 2005 in the matter of State Aid N 207/2005 – Audiovisual Funding Scheme, Ireland and 24 th December 2009 in the matter of State Aid N 638/2009 - Audiovisual Funding Scheme, Ireland and the decision of the Minister for Communications, Energy, and Natural Resources dated 19 th January 2015 regarding Article 54 of the General Block Exemption Regulation.
“Delivery Material”	Material which the Contractor is to deliver to the Authority under SCHEDULE 1 and Section 2.2 of this SCHEDULE 3.
“Eligible Costs”	Costs associated with the making of the Programme which are eligible costs by virtue of the Decision.
“Final Accounts”	Accounts in the form described in Clause 6.8 as appropriate.
“Finance Plan”	The finance plan which is set out in SCHEDULE 7.
“First Grant Instalment”	The Grant Instalment provided for in Clause 2.2.1.
“Grant”	The grant from the Authority to the Contractor which is provided for in this Contract.
“Grant Instalment”	A sum of money which, subject to the terms of this Contract, is to be paid by the Authority to the Contractor under Section 2.2 of this SCHEDULE 3.



“Key Personnel Contracts”	The Contracts with individuals who will contribute to the Production which are listed in SCHEDULE 1.
“Later Grant Instalment”	A tranche which is not the First Grant Instalment.
“Milestone Dates”	Each of the dates prescribed in SCHEDULE 1 for the delivery of Delivery Material.
“No Set-off Letter”	A letter addressed to the Authority from a bank in relation to a Production Account, confirming that the bank will not set off any sums credited to such account against any other liability which the Contractor may owe to the bank in a form prescribed by the Authority.
“Notified Breach”	A breach by the Contractor of its obligations under this Contract which has been notified to the Contractor in the manner set out in Clause 12.2 and 12.3.
“Party’s Address”	The address at which a party is to be served, as determined in accordance with Clauses 13.4 and 13.5.
“Peak Listening Times”	The times identified in the Scheme as Peak Listening Times.
“Peak Viewing Times”	The times identified in the Scheme as Peak Viewing Times.
“Production”	The making of the Programme by the Contractor to the point where it is ready for delivery to the Authority.
“Production Account”	A bank account relating to the production of the Programme maintained by the Contractor, or in the event that the Contractor is procuring of the Section 481 tax credit in relation to the Programme, (1) a bank account relating to the production of the Programme maintained by the Qualifying Company and (2) a bank account maintained by the Contractor or, (if the Contractor is not the Producer Company for the Programme for the purposes of Section 481), the Producer Company into which the Section 481 tax credit is to be paid, in accordance with Clause 6.1.



“Production and Financing Contracts”	The co-financier Contracts and, if applicable, the Production Services Agreement.
“Programme”	The television or radio programme to be made by the Contractor pursuant to this Contract.
“Project Completion”	The point at which the Contractor shall have completed the Production and discharged all the expenses associated with the making of the Programme.
“Qualified Person”	A person authorised to sign an Independent Accountant’s Report under MTS 45 - ‘Grant Claim’ guidelines as issued by Chartered Accountants Ireland / A person authorised to review and sign the Final Accounts under BAI Guidelines as provided for in Clause 6.10.
“Rights Documents”	The rights documents required pursuant to SCHEDULE 2.
“Rules”	Such rules as may have been prepared by BCI under Section 19 of the Company Law Enforcement Act 2001 or by the Authority under Section 43 of the 2009 Act, and which are in force from time to time.
“Scheme”	The Sound & Vision 4 Scheme which was published by the Authority in April 2020.
“Secretary’s Certificate”	A certificate required pursuant to SCHEDULE 2 in a form prescribed by the Authority.
“Qualifying Company”	The qualifying company the details of which are set out in SCHEDULE 1.
“Tax Clearance Information”	Valid Tax Reference and Access Numbers (or in the case of non-ROI Contractors, a Tax Clearance Certificate) issued by the Revenue Commissioners required pursuant to SCHEDULE 2.
“Treatment”	The treatment for the Programme identified in SCHEDULE 1 and set out in SCHEDULE 6.
“Variation Notice”	A notice served by the Contractor under Clause 7.2.
“Warranties”	The warranties set out in Clause 10.2 and each one shall be a “Warranty”.



“Warranty Notice”

A notice under Clause 10.3.

Definitions applicable to Section 481-financed programmes:

“Producer Company”	The producer company, as such phrase is defined in Section 481, for the Programme, the details of which are set out in SCHEDULE 1, if applicable.
“Production Services Agreement”	The production services agreement entered into between the Contractor and the Qualifying Company in relation to the Programme.
“Qualifying Company”	The qualifying company, as such phrase is defined in Section 481, for the Programme the details of which are set out in SCHEDULE 1.
“Minister’s Certificate”	The certificate issued by the Department of Tourism, Culture, Arts, Gaeltacht, Sport & Media Minister's under Section 481 Taxes Consolidation Act 1997.
“Section 481”	Section 481 of the Taxes Consolidation Act, 1997, as may be amended from time to time.

1.2 Section, Clause, Paragraph and Schedule References

Unless otherwise provided, reference to sections, clauses, paragraphs and schedules are to be construed as references to the sections, clauses and paragraphs of and the schedules to this Contract.

1.3 General Interpretation

Where the context permits the singular includes the plural and vice versa and words importing a gender shall include the other genders.

1.4 Headings

Clause and schedule headings in this Contract are for ease of reference only and do not affect the construction of any provision.

1.5 Legislation

A reference in this Contract to an Act shall be deemed to include any Act or Statutory Instrument which modifies, extends or replaces it.



2 SECTION 2.0 – GRANT

2.1 Grant

Subject to the terms of this Contract and to the Contractor producing the Programme in accordance with the terms and subject to the conditions of this Contract and otherwise complying with its obligations hereunder, the Authority agrees to make available to the Contractor the Grant to be applied towards the costs of production of the Programme which shall be drawn down in the manner set out in SCHEDULE 1.

2.2 Grant Instalments

The Authority shall pay:

2.2.1 the First Grant Instalment within 21 days from execution of this Contract;

2.2.2 a Later Grant Instalment when: -

2.2.2.1 it has, on or before the appropriate Milestone Date, received a written request for the payment of such Grant Instalment;

2.2.2.2 such request has been accompanied by the appropriate Delivery Material set out in SCHEDULE 4 in a form prescribed by the Authority; and

2.2.2.3 it has determined that it will not raise queries under Clause 2.3 in respect of such Delivery Material, or it has raised queries under Clause 2.3 in respect of such Delivery Material and the Contractor has provided satisfactory replies to such queries, whereupon the relevant Delivery Material shall be deemed to have been accepted for the purposes of this Contract.

2.3 Queries as to Delivery Material

The Authority may raise written queries in respect of any of the Delivery Material which is delivered to it including, without limitation, the Final Accounts. If it does so the Contractor shall respond in writing to such queries within such period as may be prescribed for such purpose by the Authority.

2.4 Late Delivery

If the Contractor believes that it may be unable to deliver the Delivery Material relating to a Grant Instalment to the Authority on or before the appropriate “Milestone Date” it shall by way of notice in writing request the Authority to substitute for that date a later date and set out the circumstances which have led it to make such request. Such proposed amendment to the Milestone Dates shall be treated as a Variation and the written notice supplied by the Contractor shall be treated as a Variation Notice, each for the purposes of Clause 7.2, and shall be governed by Section 7.0 of this Contract.



2.5 Disclosure

The Contractor shall promptly disclose to the Authority in writing any fact of which it becomes aware which could or might impact materially on its ability to discharge its obligations under this Contract.



3 SECTION 3.0 – THE PROGRAMME

3.1 Production

The Contractor undertakes to produce the Programme in accordance with the provisions of this Contract. In particular, the Contractor agrees to procure that the Programme will be produced in accordance with the Treatment and the Programme and Grant details in SCHEDULE 1 and will be first class in technical and pictorial quality; fully edited, main and end titled; free from any physical or technical blemish; and suitable for first class television or radio broadcast.

3.2 Broadcast

The Contractor shall procure that the Broadcaster complies with its obligation to broadcast the Programme in accordance with the Scheme and, if applicable, at Peak Viewing Times or Peak Listening Times (as the case may be) and in the manner provided for in the Broadcasting Contract or as otherwise agreed with the Broadcaster. The Contractor shall notify the Authority in advance of the date and time on which the Programme is to be first broadcast. If the Programme is a television programme, the Contractor shall make provision for the subtitling, signing and/or audio description of the Programme in the manner set out in such guidelines as may be adopted by the Authority from time to time.

3.3 Credit

Unless otherwise agreed in writing between the Contractor and the Authority the Contractor shall accord the Authority, or procure the Authority is accorded, a credit in the form set out in SCHEDULE 5, which credit must be broadcast each time the Programme is broadcast.

3.4 Credit on Publicity Material and Packaging

The Contractor shall accord the Authority, or procure that the Authority is accorded, the credit set out in Clause 3.3 on: -

3.4.1 all advertising and publicity material concerning the Programme, including press releases, and

3.4.2 all covers and packaging in connection with the exploitation of the Programme.

3.5 Distributors

The Contractor shall procure that every distributor of the Programme complies with Clauses 3.3 and 3.4 as if it were a party to this Contract.

3.6 Inadvertent Breach

No casual or inadvertent failure by the Contractor or any third party to comply with Clause 3.3, 3.4 and 3.5 shall amount to a breach of this Contract provided that all reasonable steps are taken prospectively or as soon as may be after its occurrence to cure such non-compliance.



3.7 Compliance with applicable law

In making and exploiting the Programme the Contractor will comply with all applicable statutes, ordinances, rules and regulations, and, without limitation, will acquire all necessary permits, licences and consents.

3.8 Third Party Rights

The Contractor shall not, in the making and exploitation of the Programme or in the discharge of its other obligations under this Contract, infringe any legally protected right of any person, including, without limitation, any copyright, trademark right or right of privacy.

3.9 Promotional Rights of Authority

The Authority may use sounds and images from the Programme, and still photographs and publicity material associated with it, for its own promotional purposes.



4 SECTION 4.0 - ARCHIVE

4.1 Inclusion in Archive

The Contractor acknowledges the Authority's right to include any of the Delivery Material in the Archive.

4.2 Retention

The Authority may retain the Archive Material in perpetuity. At any time it may deposit the Archive Material with a third party archive to be retained by such archive on terms prescribed by the Authority.

4.3 No Obligation to Deliver

For the removal of doubt, the Authority shall not be obliged to deliver or make available Archive Material to the Contractor (or to any third party nominated for such purposes by the Contractor) notwithstanding that the Contractor has requested that it be so delivered or made available.



5 SECTION 5.0 - MONITORING

5.1 Access

The Contractor shall: -

- 5.1.1 supply the Authority with such information in connection with the Production as it may by way of notice in writing from time to time reasonably require;
- 5.1.2 give the Authority at any time, at reasonable notice, access to all documents (including without limitation call sheets, progress reports and cost reports) in a form approved by the Authority (without prejudice to the foregoing cost reports shall be in the form set out in Clause 6.8 below) and to all recorded sounds and images which relate to the Programme;
- 5.1.3 give the Authority access at any time, at reasonable notice, to its premises, and to any other premises at which activities relating to the Production are taking place or may take place;
- 5.1.4 attend at meetings called by the Authority, at reasonable notice, to discuss the progress of the Production, and use its best endeavours to procure that all other persons involved in the Production and identified in writing by the Authority attend such meetings;
- 5.1.5 if so requested by the Authority in writing, advise the Authority in writing as to the date and time of all script and production meetings, and screenings of rushes, rough cuts and previews and without limitation, invite the Authority to attend such meetings and previews; and
- 5.1.6 within seven days of the date on which it receives a letter of demand from the Authority under this Clause 5.1.6, provide to the Authority such copies of documents relating to the Contractor and/or to the Programme as are described in such letter of demand.

5.2 Role of the Authority

Nothing in this Contract shall impose upon the Authority any responsibility in relation to the quality of the finished Programme and the Authority's obligations in connection with the Programme, including the financing and production thereof, shall be limited to those expressly stated in this Contract.

5.3 Change of Status

The Contractor shall by notice in writing to the Authority seek the prior written approval of the Authority in respect of any act or omission of the Contractor or of a third party which would result in the information set out in the Secretary's Certificate of the Contractor and/or the Qualifying Company (and/or if the Contractor is not the Producer Company, the Producer Company) ceasing at any time to be true and accurate in all respects. The Authority shall respond to any such request within 60 days of the date on which such notice is served on it. The Contractor shall be in breach of its obligations under this Contract if there is a change in the information in a Secretary's Certificate unless the Authority has given its prior approval to such change.



5.4 Evaluation

The Contractor shall cooperate with the Authority in any evaluation of the Scheme which may be carried out by the Authority.



6 SECTION 6.0 - FINANCIAL

6.1 Production Account

- 6.1.1 The Contractor shall open a separate bank account for the Production with a bank approved by the Authority.
- 6.1.2 If the total amount of the Budget is less than fifteen thousand euro (€15,000) the Production Account may be used as a dedicated production account by the Contractor on up to five other productions that receive funding from the Authority pursuant to the Scheme but for no other purpose PROVIDED THAT the budget totals of each of those other productions are also less than fifteen thousand euro (€15,000) and PROVIDED FURTHER THAT the Contractor is satisfied that this shall not impact upon its ability to comply with the obligations placed on it under this Contract, including without limitation pursuant to Clause 6.3 and Clauses 6.7 to 6.10.
- 6.1.3 If the production of the Programme is being financed pursuant to Section 481 the Authority acknowledges that the Production Account shall be a bank account held by the Qualifying Company with a bank approved by the Authority and a bank account maintained by the Contractor or (if the Contractor is not the Producer Company for the Programme for the purposes of Section 481) the Producer Company into which the Section 481 tax credit is to be paid.
- 6.1.4 The Contractor undertakes and confirms that all payments made from the Production Account shall be in accordance with the Budget and the cash flow for the Programme.

6.2 Statements

Without limitation to any of the Authority's other rights hereunder, if the Authority asks the Contractor in writing to provide it with bank statements in respect of the Production Account, the Contractor shall within seven (7) days comply with such request.

6.3 No Set-Off

The Contractor shall procure that the bank at which the Production Account is maintained shall issue to the Authority a No Set-off Letter in a form set out by the Authority.

6.4 Use of Funds

The Contractor shall use the Grant to discharge the Eligible Costs and for no other purpose.

6.5 Overruns

For the removal of doubt, the Authority shall be under no obligation to offer any money in excess of the Grant to the Contractor if the costs of the Production exceed the amount provided for in the Budget.



6.6 Underruns

Where upon Project Completion the Contractor has incurred Eligible Costs of less than 95% of the Eligible Costs provided for in the Budget the following shall apply:

1. In this Clause 0 the following terms have the following meanings: -

“Adjusted Grant”: the amount payable by the Authority to the Contractor after the Adjustment;

“Adjustment”: the amount by which the Grant is reduced under Paragraph 3;

“Adjustment Date”: the date on which the Adjustment Notice is served;

“Adjustment Notice”: a notice under Paragraph 5;

“Prospective Reduction”: a sum by which a payment which would otherwise be payable by the Contractor to the Authority is to be reduced under Paragraph 4(i);

“Retrospective Reduction”: a sum which is to be paid by the Contractor to the Authority under Paragraph 4(ii).
2. In this clause 0:

X% means the proportion of the Eligible Costs (€Y) which the amount of the Grant represents, expressed as a percentage; and
€Y means the total amount of the Eligible Costs.
3. If upon Project Completion the Contractor has incurred Eligible Costs representing less than 95% of €Y, the Authority may reduce the Grant so that it represents X% of the Eligible Costs which the Contractor has actually incurred in the Production. In such event the Authority's payment obligations under this Contract shall be reduced accordingly, and Paragraphs 4 to 7 shall apply.
4. In order to ensure that it will pay no more than the Adjusted Grant to the Contractor the Authority may: -
 - (i) reduce the amount of any payment which it would have been obliged to make to the Contractor after the Adjustment Date were it not for the provisions of this Schedule;
 - (ii) require that the Contractor pay a sum of money to the Authority.
5. Where Paragraph 4 applies the Authority may serve a notice on the Contractor setting out: -



- (i) the amount of the Adjusted Grant;
 - (ii) the amount by which any sum to be paid by the Authority to the Contractor after the Adjustment Date is to be reduced;
 - (iii) the amount of any sum which the Contractor is to pay to the Authority.
- 6. The Authority shall be deemed to have fully discharged its payment obligations under this Contract if it pays the Adjusted Grant to the Contractor.
- 7. The Contractor shall pay to the Authority a sum equal to the Retrospective Reduction not less than 14 days after the Adjustment Date and in the event that this sum is paid by the Contractor subsequent to such 14-day period the Contractor shall be liable to pay interest on such sum to the Authority at the rate set out in Clause 9.3 below for the period commencing on the Adjustment Date.

6.7 Books and Records

The Contractor shall keep a proper record of all receipts and expenditure relating to the Production, shall retain such record, and shall retain all documents relating to such receipts and expenditure for a period of six years commencing on the date of conclusion of this Contract.

6.8 Final Accounts

The Final Accounts shall, subject to Clauses 6.9 and 6.10, consist of a final cost statement for the Production and shall, without limitation set out: -

- 6.8.1 the description for each line item as set out in the Budget;
- 6.8.2 the cost for each line item as set out in the Budget;
- 6.8.3 the amount which has been spent on each such line item until Project Completion; and
- 6.8.4 the amount (if any) by which the amount spent on each line item on Project Completion varies from the amount which was provided for such line item in the Budget.

6.9 Review of Final Accounts

The Contractor shall procure that the Final Accounts are reviewed by a Qualified Person.

6.10 Guidelines

The Contractor shall procure that the Final Accounts are reviewed in accordance with such written guidelines as the Authority shall issue from time to time, including without limitation the Guidelines for Sound & Vision Final Accounts, which provides that the Final Accounts shall be in accordance with the MTS 45 - 'Grant Claim' as issued by Chartered Accountants Ireland.



6.11 Audit

A person nominated in writing by the Authority for such purpose may, at any time, at reasonable notice, carry out an audit of the Production, and in this connection may, without limitation, inspect and make copies of the Contractor's books of account, financial records, contracts, receipts, bank statements and other relevant materials. The Contractor shall cooperate with such person and, without limitation, shall provide to such person all materials which he or she may seek from the Contractor in writing, and shall reply to such written queries as may be raised by such person.

6.12 Cost Report

Without limitation the Contractor shall give notice to the Authority if it is apparent from a cost report or other documents delivered to the Authority under clause 5.1.2 that there will be a Variation as such term is defined in clause 7.2 below.

6.13 Recoupment

1. Subject to paragraph 5, "Total Receipts" means all receipts which the Contractor and/or any co-producer and/or any person acting on behalf of the Contractor or such a co-producer derives from the distribution, exhibition and exploitation of all versions of the Programme throughout the universe by all media and by all means whether known now or devised in the future after deduction of bona fide third party fees and expenses which are properly and necessarily incurred in the distribution, exhibition and exploitation of the Programme such as fees and expenses paid to the nominated collection agent (if any) and nominated sales agent and distributor(s) appointed by the Contractor and/or a co-producer and/or any person acting on behalf of the Contractor or such a co-producer in relation to the Programme.
2. For the avoidance of doubt: -
 - receipts which the Contractor derives from secondary, merchandising and ancillary rights are included in Total Receipts;
 - any sums which have been made available to fund the Production by the Authority and the Co-financiers (as set out in the Finance Plan) shall not deemed to constitute Total Receipts;
 - The BAI Percentage (as such term is defined below) shall be paid to the BAI on a pro rata pari passu basis alongside the recoupment of any production loans and/or any recoupable equity investments relating directly to the Programme or, if there are no production loans or recoupable equity investments, from first Total Receipts paid.

3. "BAI Percentage" is computed as follows: -

$$\frac{B}{T} \times 50$$

Where: -



B = the Grant

T = total cost of the Production as certified in the Final Accounts.

4. The Contractor shall supply to the Authority copies of all sales or distribution reports or collection statements it receives from any sales agent or distributor or collection agent appointed in connection with the Programme not later than thirty (30) days after such reports or statements have been received by it. If a collection agent is appointed in connection with the Programme the Contractor shall supply the Authority with a copy of the collection agreement and procure that the collection agent is notified of the Authority's entitlement to the BAI Percentage and instructed to distribute such monies directly to the Authority and the Contractor shall also procure that the Authority is named as a non-signing beneficiary on the collection agreement.
5. The Contractor shall pay the BAI Percentage of Total Receipts to the Authority until the Grant has been repaid and shall make each such payment not later than thirty (30) days after the relevant Total Receipts are received by the Contractor or any other person referred to in paragraphs 1 and/or 2 of this clause 6.13. In the event of any delay in complying with this obligation the Contractor shall be liable to pay interest on such monies to the Authority at the rate set out in Clause 9.3 below.
6. The Contractor shall keep full and accurate books of account and records in relation to its exploitation of the Programme for the full period of copyright in the Programme and for as long thereafter as the Contractor may continue to exploit the Programme. For the removal of doubt such records shall fall within the scope of Clause 6.11 (Audit).



7 SECTION 7.0 – VARIATIONS

7.1 Essential Elements

The Contractor undertakes that it will make the Programme so that it is technically and pictorially of first class quality, in accordance with the terms of this Contract and, without limitation, in accordance with: -

- 7.1.1 SCHEDULE 1;
- 7.1.2 the Treatment;
- 7.1.3 the Budget;
- 7.1.4 the Finance Plan;
- 7.1.5 the Production and Financing Contracts;
- 7.1.6 the Key Personnel Contracts; and
- 7.1.7 the Broadcasting Contract and/or other agreement entered into between the Contractor and Broadcaster in relation to the Programme.

The terms of this Contract and the items listed in Clause 7.1.1 to 7.1.7 above shall be referred to as the **“Essential Elements”**.

7.2 Variations to Essential Elements

The Contractor shall promptly notify the Authority in writing (a **“Variation Notice”**) of any event or series of events or circumstances or series of circumstances which will or may lead to a variation in any Essential Element (a **“Variation”**). Without prejudice to the generality of the foregoing a variation to the Budget for the purposes of this Clause shall be considered a variation to any line item of the Budget of five per cent (5%) or more save that any variation of €250 or less shall not be considered a variation to the Budget for the purposes of this Clause. A Variation Notice shall set out the circumstances which will or may lead to a Variation in any Essential Element and such measures as the Contractor proposes to take in consequence of such Variation.

7.3 Response of the Authority to Variation Notice

After consideration of the matters revealed in a Variation Notice in the light of all the information then at its disposal the Authority may by way of notice in writing served on the Contractor: -

- 7.3.1 give notice to the Contractor that the Variation and/or the measures the Contractor proposes to take in relation to the Variation (as set out in the Variation Notice) does or will constitute a breach of this Contract and, if such breach has occurred, by notice to the Contractor terminate this Contract and the obligations of the Authority hereunder. In such circumstances the Contractor shall repay to the Authority forthwith all amounts of the Grant made available to the Contractor up to that date in accordance with provisions of Clauses 9.2 and 9.3 below. Any termination of this Contract shall be deemed to be without prejudice to the rights and entitlements of the Authority hereunder



under the terms of this Contract or to the rights and remedies of the Authority at law or in equity in relation to the matters concerned with such termination.

7.3.2 give its approval to the measures the Contractor proposes to take in relation to the Variation as set out in the Variation Notice; and/or

7.3.3 give directions to the Contractor as to actions which the Contractor should take in consequence of the Variation.

7.4 Actions

The Contractor shall comply with such directions as are given to it by the Authority in a notice which is served on it under Clause 7.3.



8 SECTION 8.0 - INSURANCES

8.1 Policies

Subject to Clause 8.2 the Contractor undertakes to effect insurance policies in respect of the making and exploitation of the Programme in accordance with sound commercial practice and to maintain such policies until the Programme is delivered and accepted by the Authority in accordance with the terms of this Contract. Each such policy shall have the interest of the Authority noted thereon and shall indemnify the Authority in respect of the risks to which such policy relates.

8.2 Minima

Without limitation, the Contractor shall effect and maintain the following: -

- 8.2.1 a production policy for an amount which is not less than the projected cost of the Production, as reflected in the Budget;
- 8.2.2 a public liability policy for not less than €7,500,00 in relation to any one claim; and
- 8.2.3 an employer's liability policy for not less than €13,000,000 in relation to any one claim.

8.3 Inspection

The Contractor shall retain and, when asked in writing by the Authority to do so, produce for inspection within seven days of such request copies of all insurance policies maintained by it in respect of the Production, and up to date receipts in respect of all premiums paid in relation to such policies.

8.4 Notification

The Contractor shall notify the Authority in writing of any claim which it makes on any insurance policy, and shall keep the Authority informed, in writing, as to the progress of any such claim. Without limitation, the Contractor shall, if so requested in writing by the Authority provide the Authority with copies of documents which are relevant to any such claim.

8.5 Payment

If the Contractor receives a payment from an insurer pursuant to a claim on an insurance policy it shall promptly lodge, or procure the prompt lodgement of, such sum to the Production Account.



9 SECTION 9.0 - CANCELLATION AND REVOCATION OF GRANTS

9.1 Events

At any time during the term of this Contract the Authority may stop payment of the Grant and/or revoke and cancel or abate the Grant or so much of it as shall not then have been paid to the Contractor if: -

- 9.1.1 the circumstances described in Clause 7.3.1 and/or Clause 0 should occur;
- 9.1.2 a Warranty proves to have been false or misleading to a material extent when it was given to the Authority by the Contractor;
- 9.1.3 the Contractor has, in the opinion of the Authority, failed to comply in a material respect with a material obligation or requirement under this Contract or of any other contract or agreement made between the Contractor and the Authority and/or any provision of the 2009 Act and/or regulations made pursuant to the 2009 Act;
- 9.1.4 the Contractor (if an individual) has an order of bankruptcy made against him;
- 9.1.5 a petition is presented for the winding-up of the Contractor;
- 9.1.6 a petition is presented for the appointment of an examiner to the Contractor;
- 9.1.7 a meeting of the Contractor is convened at which a winding up resolution is to be proposed;
- 9.1.8 the Contractor suffers the appointment of a receiver or manager over its undertaking or assets or any part thereof;
- 9.1.9 the Contractor enters into or proposes to enter into any scheme or compromise or arrangement with its creditors; or
- 9.1.10 the Contractor is unable to pay its debts as they fall due.

9.2 Clawback

If the Grant is revoked the Contractor shall repay to the Authority on written demand all sums received by the Contractor in respect of the Grant. If the Grant is abated the Contractor shall repay to the Authority on written demand all sums received by the Contractor in excess of the abated Grant. In either case, in default of such repayment, such sums shall be recoverable by the Authority from the Contractor as a simple contract debt in a court of competent jurisdiction.

9.3 Interest

A Clawback Amount shall bear interest, from the date upon which it falls due hereunder, at a rate of 3% per annum over the three months European Inter Bank Offered Rate from time to time. In determining when a Clawback Amount was paid to the Contractor it will be assumed that the Authority is recovering a sum paid on an earlier date before it recovers a sum paid at a later date.



10 SECTION 10.0 - WARRANTIES AND INDEMNITY

10.1 Acknowledgement

The Contractor acknowledges that the Authority has entered into this Contract inter alia on the basis of the Warranties.

10.2 Warranties

The Contractor represents and warrants to the Authority (to the effect that the Warranties shall continue to be true and not misleading for so long as the Contractor has not fully discharged its obligations under this Contract): -

- 10.2.1 that it has full authority, power, and capacity to enter into this Contract and to discharge its obligations under it.
- 10.2.2 that it has taken all necessary and proper corporate actions to enable it lawfully to enter into this Contract and to discharge its obligations under it.
- 10.2.3 that the copies of the Production and Financing Contracts which have been supplied to the Authority are true, complete and accurate copies.
- 10.2.4 that no person recorded in the Production and Financing Contracts as having undertaken a commitment in relation to the Production has withdrawn or modified such commitment.
- 10.2.5 that the Broadcaster has agreed in writing, in the terms set out in the Broadcasting Confirmation letter and/or the confirmation letter supplied by the Broadcaster at the time that the application for the Grant was made, that the Programme will be broadcast in a manner which brings the Programme within the scope of Section 154(2) of the 2009 Act, and in compliance with Clause 3.3.
- 10.2.6 that the Broadcaster has not withdrawn or modified the commitment referred to in Clause 10.2.5.
- 10.2.7 that the Budget is a complete and accurate estimate of the total cost of making the Programme, and includes adequate provision for all expenses, including, without limitation, music and other licences and interest charges.
- 10.2.8 that the Finance Plan is a complete and accurate account of the manner in which it is planned to finance the Production and that no third party commitment referred to in it has been modified or withdrawn.
- 10.2.9 that the Co-financiers have been made aware of the terms of this Contract.
- 10.2.10 that the Contractor has access to sufficient financial resources to fund the making of the Programme.
- 10.2.11 that the making and exploitation of the Programme by the Contractor, and the Contractor's discharge of its other obligations under this Contract, will not infringe any legally protected right of any person, including, without limitation, any copyright, trade mark right or right of privacy.



- 10.2.12 that the copies of any Rights Documents which have been supplied to the Authority are true, complete and accurate.
- 10.2.13 that no person recorded in such Rights Documents as having conferred a right on the Contractor has withdrawn or modified such right.
- 10.2.14 that the copies of any Key Personnel Contracts which have been supplied to the Authority are true, complete and accurate copies.
- 10.2.15 that no person who has in any Key Personnel Contracts undertaken a commitment in relation to the Production has withdrawn or modified such commitment.
- 10.2.16 that no person has brought legal proceedings which call in question the right of the Contractor to make and exploit the Programme or which call in question the Contractor's right to discharge its other obligations under this Contract, and no person has threatened to begin such proceedings.
- 10.2.17 that the Contractor has made a full disclosure to the Authority on the basis of utmost good faith of all facts within its knowledge which would be likely to impact materially on a decision by the Authority to support the making of the Programme in the manner set out in this Contract.
- 10.2.18 if the Contractor is a company that it is validly incorporated and possesses a valid Certificate of Incorporation issued by the Companies Registration Office.
- 10.2.19 if the Contractor is a company that it possesses a valid and up-to-date Memorandum and Articles of Association or relevant constitutional document registered with the Companies Registration Office.
- 10.2.20 If the Contractor is procuring the tax credit available pursuant to Section 481 in relation to the Programme, that the Qualifying Company (and, If the Contractor is not the Producer Company, the Producer Company) has a valid Certificate of Incorporation issued by the Companies Registration Office.
- 10.2.21 if the Contractor is procuring the tax credit available pursuant to S481 in relation to the Programme, that the Qualifying Company (and, if the Contractor is not the Producer Company, the Producer Company) has a valid and up-to-date Memorandum and Articles of Association or relevant constitutional document registered with the Companies Registration Office.

10.3 Notification

The Contractor shall promptly notify the Authority in writing of any event or series of events or circumstances or series of circumstances which renders untrue or misleading any of the warranties under Clause 10.2.

10.4 Response of the Authority

After consideration of the matters revealed in a Warranty Notice in the light of all the information then at its disposal the Authority may by way of notice in writing served on the Contractor : -



10.4.1 give notice to the Contractor that the relevant matters represent a breach by the Contractor of this Contract; and/or

10.4.2 give directions to the Contractor as to actions which the Contractor should take in consequence of such matters.

10.5 Actions

The Contractor shall comply with such directions as are given to it by the Authority in a notice which is served on the Contractor under Clause 10.4.

10.6 Indemnity

The Contractor shall indemnify the Authority against any liability, loss, damage, expense, or cost incurred by the Authority arising directly or indirectly from the production and/or the exploitation of the Programme by the Contractor, and from any failure on the part of the Contractor to perform any of the obligations set out in this Contract.



11 SECTION 11.0 - NON-DISCLOSURE

11.1 Authority's Covenant

Subject to Clause 11.4, the Authority shall not, save to the extent that it is reasonable for it to do so in order for it to discharge its statutory remit, disclose to any other person any information communicated by the Contractor to the Authority which consists of all or part of a work in which copyright subsists.

11.2 Commercially Sensitive Information

The Contractor shall identify information which it provides to the Authority and which in its opinion contains: -

11.2.1 trade secrets;

11.2.2 financial, commercial, scientific or technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the Contractor, or could prejudice the competitive position of the Contractor in the conduct of its business; or

11.2.3 information whose disclosure could prejudice the conduct or outcome of contractual or other negotiations of the Contractor.

11.3 Request

Subject to Clause 11.4, if a request is made under Section 12 of the Freedom of Information Act 2014, in respect of any information identified by the Contractor under Clause 11.2, the Authority shall consult with the Contractor.

11.4 Legal Obligations

Nothing in this Section 0 shall limit the freedom of the Authority to comply with its legal obligations including, without limitation, its obligations pursuant to the Freedom of Information Act 2014.



12 SECTION 12.0 – TAKEOVER OF PROGRAMME

12.1 Trigger

Subject to Clauses 12.7 and 12.8 the provisions of Clauses 12.3 to 0 shall apply if the Contractor failed to comply in a material respect with a material obligation or requirement under this Contract and the Authority has served on the Contractor a notice under Clause 12.2.

12.2 Content of Notice

A notice under this Clause 12.2 shall: -

12.2.1 set out the manner in which the Contractor failed to comply in a material respect with a material obligation or requirement under this Contract; and

12.2.2 specify a period, not being less than 21 days from the date of service of such notice, within which the Contractor must remedy such non-compliance.

12.3 Request for Assignment

If the Notified Non Compliance has not been remedied within the period specified in Clause 12.2.2 or if any of the events specified in Clauses 9.1.4 to 9.1.10 should occur at any time, the Authority may by way of notice in writing require the Contractor, for the consideration appearing in this Contract: -

12.3.1 to deliver to it all parts of the Programme which have been completed, and all documents, film and sound recordings, props and other physical materials which have been created in connection with the Production;

12.3.2 assign or procure the assignment to the Authority or its nominee of all the Contractor's interest in the intellectual property subsisting in the Production and the Programme;

12.3.3 assign or procure the assignment to the Authority or its nominee of the benefit of all contracts between the Contractor and persons who are to contribute to the Production; and

12.3.4 assign or procure the assignment to the Authority or its nominee of the benefit of all contracts between the Contractor and persons who are to broadcast or distribute the Programme.

The exercise by the Authority of its rights pursuant to this Clause 12.3 shall hereinafter be referred to as a "Production Assignment".

12.4 Assignment in Compliance

The Contractor shall comply with any such notice as shall be served on it under Clause 12.3 within 28 days of the date of service.



12.5 Completion of Production

Where the Authority has taken a Production Assignment it may complete or procure the completion of the Production. It shall not be obliged to do so.

12.6 No Limitation

Nothing in this Section 0 shall limit the freedom of the Authority to exercise any other right which it may have under this Contract or under the general law.

12.7 Grant Repaid

The provisions of Clauses 12.2 to 0 shall not apply if the Contractor has repaid to the Authority all sums which the Authority has paid to the Contractor by way of Grant pursuant to this Contract.

12.8 Limitation

If the Broadcaster or Fís Éireann/Screen Ireland has exercised a right which is analogous to the Authority's right under Clauses 12.2 to 0 the Authority shall not exercise the right which is conferred on it in such Clauses.

12.9 Section 481

If the Authority takes a Production Assignment the Authority shall, subject to Clause 0 and provided that it shall not be required to incur any material costs in so doing: -

12.9.1 use its reasonable endeavours to exercise all of its rights in respect of the Production and the Programme in a manner which is consistent with the requirements of Section 481 and of the Certificate issued by the Revenue Commissioners pursuant to Section 481 in relation to the Production;

12.9.2 without prejudice to the generality of Clause 12.9.1, use reasonable endeavours to deliver the Delivery Material to the Deliverer (as such terms are defined in the Production Agreement) in accordance with the terms of such Agreement.

12.10 Nominee

If a nominee of the Authority takes a Production Assignment the Authority shall use its reasonable endeavours to procure that such nominee shall comply with Clause 12.9 as if it were the Authority.



13 SECTION 13.0 – GENERAL

13.1 Assignment

The Contractor may not assign, mortgage, charge or otherwise transfer the benefit or burden of this Contract in whole or in part without the prior written consent of the Authority. Nothing in this Clause 13.1 shall prohibit a transaction which is contemplated in the Production Agreement.

13.2 Proper Law

This Contract shall be governed and construed in accordance with the laws of Ireland and each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the Irish Courts.

13.3 Notices to be Written

Any notice under this Contract shall be in writing and signed by or on behalf of the party giving it.

13.4 Service of Notices

Subject to Clauses 13.5 and 13.6 any such notice may be served by leaving it at or by sending it by prepaid post to or by emailing it: -

13.4.1 in the case of the Authority at or to 2-5 Warrington Place, Dublin D02 XP29 or to reception@bai.ie.

13.4.2 in the case of the Contractor at or to the address of the Contractor set out above or to an email address notified by the Contractor to the Authority.

Or in each case any other address which the Authority may notify in writing to the Contractor or vice versa.

13.5 Submission of documentation

The documents referred to in Clause 5.1.2 shall be sent to the Authority by email and/or uploading as follows: -

13.5.1 by email to an email address notified by the Authority to the Contractor; and/or

13.5.2 by uploading them to an internet site notified by the Authority to the Contractor.

13.6 Deemed Time of Delivery

A notice which is left at a party's Address shall be deemed to have been delivered when it is left there. A notice which is sent by prepaid post to a Party's Address shall be deemed to have been delivered 48 hours after it is posted. A notice which is sent by email or by uploading pursuant to Clause 13.4 shall be deemed to have been delivered when it is so sent or uploaded.



13.7 Entire Contract

This Contract sets out the entire Contract and understanding between the Authority and the Contractor in connection with its subject matter.

13.8 Variation

No variation or amendment of this Contract shall be valid unless it is in writing and expressly approved by or on behalf of each of the parties as a variation or amendment to this Contract.

13.9 No Partnership

This Contract shall not be deemed to create any partnership or agency relationship between the parties. Without limiting the generality of the foregoing, the Contractor shall not in any circumstances hold itself out as the agent of the Authority or pledge the credit, name and/or goodwill of the Authority.

13.10 Counterparts

This Contract may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original, and all such counterparts shall constitute one and the same contract.



SCHEDULE 4

DELIVERY MATERIALS

Delivery Material – Completion of the Programme

1. Written confirmation that there exists no event or circumstance, or series of events or circumstances, which render false or misleading the warranties contained in the Warranties Clause.
2. A current and up to date Broadcaster's Delivery Report.
3. Valid Tax Clearance.
4. Final Accounts, reviewed in accordance with Clauses 6.8 to 6.10.
5. A signed Contractor Statement of Compliance.
6. 1 x broadcast copy of the programme on USB storage card or stick, or on CD (the file should be formatted as a 16 bit WAV or in such other format as the Authority shall prescribe in writing).



SCHEDULE 5

CREDITS

Radio:

Part 1 – Audio Credit

Position:

At the Beginning/End of the Programme

On trailers of the Programme if the Grant equals 75% or more of the Eligible Costs provided for in the Budget and if other financier credits are being included at the trailers

Text:

Funded by the Broadcasting Authority of Ireland with the Television Licence Fee

or

Árna Mhaoiniú ag Údarás Craolacháin na hÉireann leis an Táille Ceadúnais Teilifíse

Part 2 – Printed Credit

Position:

First Credit Before or After Broadcaster

Size:

Equal to Size of Credit to Broadcaster

Text and Logo:



All associated credit files in English and Irish are available on www.baionline.ie.



SCHEDULE 6

TREATMENT/ SYNOPSIS

SYNOPSIS

“Dorothy Macardle: Prison Notebooks” is a 43-minute radio documentary which follows theatre artists Sharon McArdle and Declan Gorman on their quest to investigate the prison experiences of Irish revolutionary and literary artist Dorothy Macardle, through her own personal jail diaries.

TREATMENT

A broadcaster, historian, author and Hollywood screenwriter, Macardle was a woman of immense importance and achievement in Ireland and overseas, in the first half of the twentieth century, and yet, unlike many of her male contemporaries in public life, she is not a household name. Sharon McArdle is an actor and academic researcher, from Dundalk, the town of Dorothy’s birth and upbringing. Along with playwright Declan Gorman, Sharon has embarked on a journey through rare and seldom accessed archive materials to discover just who was this exceptional woman. One particular set of these papers, a series of diaries kept in secret by Macardle during her time in prison in 1922 and 1923 have now become the basis of a one-woman theatrical performance which Sharon has been developing in collaboration with Declan. It is this story, the quest of these two living artists to gain an understanding of Dorothy Macardle and bring it to the public in a live, site-specific theatre performance at Kilmainham Gaol, which is the core of our proposed radio documentary.

Sharon’s journey begins in the UCD James Joyce Archive where the diaries themselves are stored. In this documentary, we travel with Sharon as she converses with archivists and finds herself left alone with precious papers or microfiche records which open up apertures to the past: windows to the cells, corridors and gantries of Mountjoy and Kilmainham during the chaos of the Civil War; into the mind of a forming artistic genius, Dorothy Macardle; and into the world of women incarcerated for their political beliefs and convictions.

Left alone with the diaries, Sharon is confronted with what seems initially an impenetrable mass of indecipherable scribbles; diaries written back to front, confusing datelines and notes scrawled sideways along the margins of earlier entries. But gradually she comes to grips with Dorothy’s handwriting and shorthand style, and an extraordinary, untold narrative begins to unfold. Sample sections of the diaries are brought to the rehearsal room where Sharon and Declan begin theatre workshop explorations. We hear them trying out verbatim journal pages as internal monologue material, and discussing where dramatic dialogues and humorous banter can be extrapolated.

Dreams feature strongly in Dorothy’s prison diaries – described in colourful detail, sometimes charming and escapist but almost always leading to either nightmares or waking horrors in which the miserable, cold conditions of her confinement intrude. Through the prison walls she hears many horrible and haunting sounds, and these will feature strongly in our radio documentary soundscape.



The artistic work in the rehearsal rooms keeps apace, the artists occasionally reminding themselves and the listeners that they are theatre makers not historians. They see their role to remain true to not only the stories of courage and the political context of the prison, but also to Dorothy as a caged bird, an artist of conscience whose lyrical accounts of her dreams prefigure some of her great writing to come in the decades ahead, when she will achieve fame as a dark horror novelist and screen writer.

The artists visit Kilmainham Gaol itself, with the intention of both completing the atmospheric aspects of the play script and also planning and mapping out the site specific performance. They meet with OPW curator Brian Crowley who gives a guided tour to Dorothy Macardle's 1922 prison cell, where she wrote 'The Prisoner' a short ghost story published in *Earthbound*). Sharon steps into the cell to perform a short extract from the story.

While a narrator will introduce the programme and provide occasional third person, objective links, the narrative style is one of intimacy. The listener follows the actor/researcher as she travels deeper and deeper into the conscious and subconscious world of Dorothy Macardle, uncovering as perhaps only the engaged artist can do, the ground-level perspective of a historic figure unaware as yet that she is a historic figure. We believe that this approach can bring a hidden history – that of Dorothy Macardle; that of the women of the Revolution and the turbulent formation of the nation a century ago – to vivid life in the imagination and conscious intelligence of the listener.

As well as the three archivists mentioned above, there will be cutaways to conversations with historian Leeann Lane, (Macardle's biographer 2019). But it is in the quest of the artist researcher and her collaborators back in the rehearsal room that another perspective is gained on Dorothy Macardle the imprisoned artist, the soon to be – but not yet – Hollywood scriptwriter and international broadcaster. And that perspective is Dorothy's own: her own voice, her own words, her own dreams, her own emotions as expressed in her own words: not a third party interpretation but an empathetic channelling of the spirit of Dorothy Macardle herself. That, we hope is a fresh perspective on Irish history.



SCHEDULE 7

BUDGET & FINANCE PLAN

Eligible Budget					
#	Personnel	Unit Description	Number	Rate	Total
1	Development	Day	1	0	0
2	Executive Producer	Flat Cost	1	800	800
3	Presenter/Narrator	Day	1	200	200
4	Researcher/Performer	Day	5	160	800
5	Cast/Contributors/Artists		4	0	0
6	Director /Writer	Day	5	160	800
7					
8	Sound Recordist & equipment.	Day	4	250 plus VAT plus expenses	1255
Total Personnel Costs					3,855
#	Production	Unit Description	Number	Rate	Total
9	Live Music Programming Production costs	Musicians	1	250	250
10	Studio Hire	Day	1	250	250
11	Travel & Subsistence	Km	1,172	38c	445.7
12	Interviewee & Guest Costs	Academics/curator/Archivist.	4	0	0
13	Production Insurance				124.50
14	Other (hard drive)				109
Total Production Costs					1,179.20



#	Post-Production	Unit Description	Number	Rate	Total
15	Editing	Day	6	250	1500
16	Music/Music Composition				
17	Accounts (mandatory)	Cost	1	250	250
18	Financial & Legal (related to production only)	Cost	1	50	0
19	Digital First Principle if applicable				
20	Other				0
Total Post-Production					1,750
					6,784.20
Sub-Total Eligible Budget					
21	Production Fee			14%	940
22	Overheads ¹			3%	196.8
Total Eligible Budget					7,921.00
Ineligible Budget					
#	Category Description	Unit Description	Number	Rate	Total
23	Other				
Total Ineligible Budget					0
Total Budget					7,921.00



Finance Plan

Eligible Costs		
Funder	Amount	% of Eligible Budget
Sound & Vision 3	5,941.00	75%
Broadcaster	1,980.00	25%
Total Eligible Costs	7921.00	100%
Ineligible Costs		
Funder	Amount	% of Ineligible Budget
Other Funder/ Applicant	N/A	N/A
Total Ineligible Costs		100%
Total Budget		



IN WITNESS whereof the parties have entered into this Contract the day and year first above
WRITTEN.

PRESENT when the Seal of
BROADCASTING AUTHORITY OF IRELAND
was affixed hereto:-

SIGNED AND DELIVERED by
SHARON MCARDLE in the presence of:-
