

## RMITV Programming and Production Policy

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<b>Authorising Body:</b>	Student Community Television Inc Board
<b>Responsible Party:</b>	General Manager/ Content and Development Manager
<b>Related Department:</b>	RMITV Productions

### RMITV's Purpose

RMITV is a student-run television production house. RMITV produces content for both online and broadcast platforms. The purposes of the association are to provide an accessible media service that is able to promote the relevant issues, cultural values and ideals of the Melbourne community and student body of RMIT at large. RMITV offers industry-standard training for members to obtain adaptable skills in the fast-shifting landscape of television and video production. RMITV is a place where media makers of the future can innovate, gain varied media production experiences, and challenge themselves in real-world production environments.

### Objective

RMITV/SCT Inc. Management Team and Board recognise it is important to have a policy that outlines the selection process, program selection criteria and the producer's responsibilities for all new and existing RMITV/SCT Inc. approved productions.

RMITV's objective is to provide a fair process of program selection and allocation of production resources and to ensure that all producers and members are aware of, and adhere to, the program and production requirements of RMITV/SCT Inc.

### Definitions

**"RMITV"** shall mean Student Community Television Incorporated.

**"The Board"** shall mean the Board of Directors of the Student Community Television Incorporated.

**"Management"** shall mean the RMITV Management team.

**“Member”** means a current paid member or life member of the association.

**“Producer”** for the purpose of this document shall either mean the Executive Producer(s) and/or Producer(s) of an RMITV approved production, the Creator or the official representative of the production in contact with the Content and Development Manager

**“RMIT”** means the Royal Melbourne Institute of Technology University

**“Volunteer”** means any RMITV member who is actively volunteering for the association. This also includes Volunteer Producers, who are paid an honorarium.

**“Hirer”** shall mean any individual borrowing equipment, whether it is a paid booking or an approved booking for an RMITV approved production.

**“General Manager”** shall refer to the appointed RMITV General Manager of the day

**“Content and Development Manager”** shall refer to the appointed RMITV Content and Development Manager of the day

**“Production Commencement Agreement”** shall mean all agreements pertaining to RMITV Programs whether pilot, RMITV Flagship, series or short film.

**“Non-Student”** refers to any individual who does not study at RMIT University at the time of production or program proposal.

**“Broadcaster”** refers to the community television station, or the distribution platform

**“RUSU”** refers to the RMIT University Student Union and Student Union Council

**“Volunteer Log Sheet”** refers to electronic log sheet supplied by the Content and Development Manager to producers of Flagship, RMITV Approved productions and Co-Productions

**“Content Committee”** refers to the board appointed committee responsible for content selection for RMITV.

## **Production Proposals**

1. Prospective producers or creators must submit their proposals through RMITV’s pitching process

- 1.1. Producers must first fill out the appropriate 'Pitching a Program' Google form available on the RMITV website or member's Facebook Group, to submit their initial pitch
  - 1.1.1. All pitches sent directly to the email of any management team member will be disregarded
  - 1.1.2. Producer's can submit for the following; RMITV Presents..., Approved Productions, The Short Film Grant & The Animation Initiative
  - 1.1.3. Any producer's wishing to Co-Produce their content with RMITV or have RMITV Auspice their project must book an initial pitching session directly with the General Manager and the Content and Development Manager
- 1.2. Upon submission of the form, Producers will be invited to the RMITV Content Committee's pitching sessions where they are required to do an in-person or virtual pitch
  - 1.2.1. The content committee will assess the pitched production against the selection criteria set out in section 7 of this policy.
  - 1.2.2. The selected production/s will then be brought before the SCT Inc Board for approval
- 1.3. Approval or rejection of a pitched production must be provided in writing and give detailed reasoning for the outcome derived from the selection criteria.
  - 1.3.1. If approved by the Content Committee and SCT Inc Board, the Producer of the production will then meet with the General Manager and Content and Development Manager to discuss their production further and sign a production commencement agreement.
  - 1.3.2. If rejected, Producers are able to re-pitch their production in the next pitch round
- 1.4. Up to three productions can be approved per pitching round for RMITV Presents... & Approved Productions
- 1.5. Two films for the Short Film Grant can be approved per semester
- 1.6. One project for the Animation Initiative can be approved per semester
- 1.7. Under no circumstance is a new production to go into pre-production without the approval of the Content Committee and signing a production commencement agreement
  - 1.7.1. In the event that production begins prior to approval, it is acknowledged that this production time will not be covered by RMITV insurance and the onus is on the producer
  - 1.7.2. If the Production is to receive funding from RMITV, expenses incurred prior to the commencement date will not be reimbursed
  - 1.7.3. Series Producers hired by RMITV are expected to sign additional

- documents which are; a Producer's Toolkit, a non disclosure agreement and an RMITV admin access agreement.
2. Should a previous RMITV production wish to produce a consecutive season, the producer will have to go through the same pitching process
    - 2.1. Productions can be approved for up to two seasons a year, at the discretion of the Content Committee
    - 2.2. If a Producer chooses to make an additional season/s of their show without the backing of RMITV, the program can no longer be promoted as an RMITV production.

### **Content Committee**

3. The Content Committee is responsible for approving content for RMITV
  - 3.1. All members of the Content Committee must abide by the SCT Inc Constitution and RMITV Policies at all times
  - 3.2. All members of the Content Committee must remain unbiased in the assessment process
  - 3.3. If the Content Committee or a member of the Content Committee fails to do so, they may be subject to disciplinary action as set out in the SCT Inc Constitution.
4. The purpose of the Content Committee is to provide an unbiased process for productions to be pitched and approved for production through RMITV.
5. The Content Committee consists of 6 RMITV members and is appointed by the SCT Inc Board yearly.
  - 5.1. The quorum for a Content Committee consists of 2 Management Team Members and 1 Board Member; the General Manager, The Content and Development Manager and any Board Member
  - 5.2. The remaining 3 members of the Content Committee will be regular RMITV Members or RMITV Alumni
    - 5.2.1. These members will be selected through an application process at the beginning of each calendar year and are approved and appointed by the SCT inc Board.
    - 5.2.2. These members will preside on the Content Committee for a maximum term of 1 year.
    - 5.2.3. Should a member want to continue as a Committee member they will be required to go through the relevant application process.
6. The Content Committee will meet 6 to 8 times per year for Pitching Sessions.
  - 6.1. Pitching sessions will consist of applicants further pitching their production idea, as set out in their initial application, to the Content Committee
    - 6.1.1. Producers are encouraged to further explore their production idea, utilising mood boards, videos, pitch deck, treatment etc. to present

- the pitched production.
7. The Content Committee will meet 6 to 8 times per year for a Greenlighting Session where pitches are reviewed, tentatively approved and feedback from the Content Committee is finalised.
  8. Each member of the Content Committee will sign a Position Agreement and Non-Disclosure Agreement prior to commencing their role.

### **Production Selection Criteria**

9. The Content Committee will assess the pitched production against the following selections criteria:
  - 9.1. Originality of the pitched production
    - 9.1.1. RMITV is invested in producing content that is innovative and original. This gives our content variety and provides volunteers with a wide scope of productions and creative environments to be a part of.
  - 9.2. Relevance to the industry of the day
    - 9.2.1. One of RMITV's main objectives is to provide members with opportunities that are relevant and evolve with the industry.
  - 9.3. Relevance to RMITV's target audience
    - 9.3.1. RMITV's general target audience across all our content is University students (approx. 18-30 yrs old)
  - 9.4. Alignment with RMITV's values
    - 9.4.1. RMITV's core values are Diversity, Opportunity and Engagement
  - 9.5. Ability to deliver the production within the allocated time frame
    - 9.5.1. Each approved production must be clearly able to go through the stages of pre-production, production and post-production within the allocated amount of time.
  - 9.6. Availability of RMITV resources to support the production
  - 9.7. Impact the support of RMITV will have on the creation of the production

### **Producer Responsibilities (Approved/Flagship Productions)**

10. All Producers on an RMITV Production must:
  - 10.1. Abide by the SCT inc. Constitution and all RMITV Policies at all times
  - 10.2. Obtain and maintain a valid Working with Children Check
  - 10.3. Use 100% RMITV members in their production crew and cast.
    - 10.3.1. If general members of the public wish to be part of the cast or crew they are advised to join RMITV as a member.
    - 10.3.2. If paid contractors are required to fulfil a job on the production they do not need to join as an RMITV member. Producers are to inform

- any contractors they need to be covered by their own insurance.
  - 10.3.3. No contractors are to be hired for work at the RMIT studios. If Producers require assistance they are to approach the RMIT Studio Technicians.
  - 10.3.4. Guests or interview subjects do not need to be RMITV members. Producers are to ensure all guests sign and MOU and if required a release form.
- 10.4. Ensure all Cast and Crew abide by all RMITV Policies at all times.
- 10.5. Send any call outs for cast and/or crew needed for production via email to the Content and Development Manager or Marketing and Events Manager to be sent out to our membership base.
  - 10.5.1. Producers are able to post the call out in the RMITV Members Facebook group, however the post must abide by 5.5 of the *Social Media Policy*
  - 10.5.2. Producer's are not to post or advertise in any external professional recruiting pages. Producer's are to ask for a list of suitable platforms from the Content and Development Manager if required.
- 10.6. All productions must meet and abide by the relevant "Student Engagement Benchmark" as set out in section 9 of this policy
- 10.7. Where possible, prioritise inexperienced RMITV members and provide opportunity to learn the various technical facets of the production.
- 10.8. All RMIT Studio booking requests are to be directed to the General Manager or Content and Development Manager.
  - 10.8.1. Producers must ensure their productions honour RMIT studio booking arrangements
- 10.9. Producers, crew, cast, guests and any external personnel are subject to the rules and hiring conditions of the RMIT studios, including the completion of all necessary paperwork prior to the studio hire confirmation and/studio usage.
  - 10.9.1. All cast and crew (including themselves) must complete the online studio induction prior to the productions technical rehearsal or first day of shooting
    - 10.9.1.1. Cast and crew who fail to do this may be asked to leave the studio at the discretion of the RMIT Studio Technicians.
- 10.10. Notify the Content and Development Manager of any significant changes to the production. This could include the production timeline, content, technical requirements, production issues, studio booking cancellations, etc.
- 10.11. Be responsible for the delivery of completed program to the Broadcaster as stipulated by the transmission agreement/Program Broadcast Licence between the producer and the broadcaster.

- 10.11.1. If the production has been produced for YouTube, the producer is responsible for delivering the finished series to the Content and Development Manager for upload to RMITV's YouTube Channel.
- 10.12. Create a shared google drive folder with the Content and Development Manager and upload the following during or after production:
  - 10.12.1. Supply RMITV with a digital copy of all episodes of a production for RMITV archives, with submissions of episodes to be made 2 weeks after their initial broadcast date or after the end of each season.
  - 10.12.2. A copy of all relevant release forms for talent and MOU forms for volunteers
  - 10.12.3. A completed volunteer log sheet or any other sign on sheets
  - 10.12.4. Marketing material for promotional purposes and for RMITV's website and social media platforms as negotiated with the Content and Development Manager. This could include but is not limited to:
    - 10.12.4.1. 'Behind the Scenes' photos
    - 10.12.4.2. High quality versions of the show
    - 10.12.4.3. Promotional videos or photos of the cast
- 10.13. Producer must direct any Broadcaster related questions to the Content and Development Manager
- 10.14. For programs being delivered to c31, Producers are responsible for editing and exporting their content in accordance with c31 specifications and are required to upload all content to the FTP under the guidance of the Content and Development Manager
- 10.15. Provide a meal to cast and crew if the shoot runs over four hours and across a 'regular' meal time (e.g. 12pm-1pm for Lunch, 5pm-7pm for dinner)
  - 10.15.1. A regular 'meal' suggests a standard portion size
  - 10.15.2. Meals must meet the dietary requirements of all crew
  - 10.15.3. If the call time is prior to 8am the Producer must provide breakfast
- 10.16. Clean water and sanitary toilet facilities must be made available to cast and crew for productions shooting outside of RMIT University Studios.
- 10.17. Ensure Cast and Crew are given breaks of at least 15 minutes every 4 hours
- 10.18. The production must be produced in accordance with all relevant state and federal laws, which includes but is not limited to any Copyright, Defamation, Licensing, CBAA Codes of Practice, and other broadcast legislation.
- 10.19. Communicate any sponsorships or partnerships made in regard to supporting the funding of the Production to RMITV.
  - 10.19.1. These sponsorships/partnerships must align with the values of RMITV.

- 10.19.2. Advertising or visible logo branding during the final product of the Production must be approved by the General Manager and the Content and Development Manager, with approved depictions of RMITV, Broadcaster, RUSU or RMIT University.

### **Student Engagement Benchmarks**

11. Flagship/Training productions funded by SSAF must maintain a level of 80% RMIT students and/or RMIT Alumni.
12. Approved RMITV productions must maintain a level of 50% students
13. Short Film Grant productions must maintain a level of 50% students
14. Animation Initiative Productions must maintain a level of 50% students
15. Co-productions or Auspices projects must make an active effort to engage RMITV members and students
16. RMITV will intervene with the Producer in the instance the Student Benchmark is not being met and will endeavour to improve student engagement and support on the production
  - 16.1. Involvement of alumni volunteers in undertaking mentoring roles is heavily encouraged to improve student engagement and support.

### **Termination of Production**

17. An approved RMITV production and Production Commencement Agreement may be immediately terminated by collective declaration of the General Manager and the Content and Development Manager with forty-eight (48) hours notice, if:
  - 17.1. RMITV production resources are misused or abused during use of the production
  - 17.2. The Producer fails to abide by the RMITV Programming Policy and other RMITV Policies as determined by the General Manager and the Content and Development Manager
  - 17.3. The Producer fails to submit content in accordance with a broadcaster's Transmission Agreement/Program Broadcast Licence, or designated deadline outlined by the Content and Development Manager.
  - 17.4. The Producer submits their intention to withdraw the program
  - 17.5. In the instance that there is a perceived personal/professional discrepancy between the Content and Development Manager or RMITV Crew Member and Producer(s), mediation may occur according to the RMITV Bullying Policy.
18. In the instance of termination, with the exclusion of 12.4., RMITV will provide the Producer with forty eight (48) hours notice of this occurrence.
  - 18.1. RMITV reserves the right to halt production pending further investigation



within the forty eight hours of notice before termination, upon justifiable breach of the Programming Policy.

- 18.2. Upon notice of termination of a production, producers can appeal the verdict to the Board in dispute, for a continuation of their production. If the Board wishes to facilitate the appeal, production will remain halted until a formal verdict is reached by the Board.
- 18.3. Upon acknowledged breach (whether identified by the Board or the Content and Development Manager) the Producer is required to hand over a copy to RMITV of any content created during RMITV involvement to the RMITV archives for the primary purpose of student crew access and student showreels (as stipulated in 8.12.1)
19. In the instance of termination prompted by the Producer the Producer is required to notify RMITV of this intention immediately before taking any further action towards cessation of the program.
  - 19.1. Upon notifying RMITV of the intention to terminate the production, the Producer is required to hand over a copy of any content created during RMITV involvement to the RMITV archives for the primary purpose of student crew access and student showreels (as stipulated in 8.12.1)
  - 19.2. In the case of termination of production, all RMITV crew must retain their credits in the end sequence.
20. If termination occurs and the Producer is engaged in a Broadcaster Transmission Agreement/Program Broadcast Licence, the Producer is required to accredit RMITV in accordance with Article 6.2 for all future episodes of the season.
  - 20.1. If the Producer fails to adhere to Article 6.2. throughout continued broadcast, RMITV will notify the Broadcaster of the withdrawal of RMITV support, which may impact the continuation of the Broadcaster Transmission Agreement/Program Broadcast Licence.
  - 20.2. RMITV reserves the right to inform the Broadcaster of a withdrawal of RMITV support.
  - 20.3. A withdrawal of support from RMITV/SCT Inc. will immediately require the producer to incur any and all broadcasting fees associated with episodes taking place after the termination of the production.

### **Copyright**

21. In the case of RMITV Flagship and Approved Productions the Creator will be given the title of Producer.
  - 21.1. In the case of Flagships the Producer shall share joint copyright ownership with RMITV of all content produced in association with RMITV. RMITV will retain all ownership of Distribution rights.
  - 21.2. In the case of RMITV Approved Productions and External Productions,

- RMITV have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager
- 21.3. In the case of Co-Productions the ownership and distribution rights are negotiable with the Content and Development Manager.
  - 21.4. In the case of External Productions RMITV have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.
  - 21.5. In the case of the Short Film grant, Animation Initiative and all other productions RMITV have no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.
22. Web-series programs may be distributed to a broadcaster at the discretion of the Board and the General Manager, but must obtain approval from the Producer before enacting a Transmission Agreement/Program Broadcast Licence.
  23. The Producer grants to RMITV a special purpose, non-exclusive licence
    - 23.1. The RMITV special purpose, non-exclusive license permits RMITV to reproduce and redistribute parts of the program (no more than 7 minutes or 40% of a total episode, whichever is longer) for the purposes of the ongoing promotion of RMITV.
    - 23.2. The RMITV special purpose, non-exclusive license also grants RMITV the authorisation to incorporate parts of the program (no more than 7 minutes or 40% of an episode, whichever is longer) in any compilation video or broadcast of any kind (including, but not limited to television, DVD and the internet) at any time after the completion of the first broadcast of the program.
    - 23.3. The RMITV special purpose, non-exclusive license also allows RMITV to provide the production's crew members access to footage and content for the purposes of personal showreels.
  24. All approved programs must include the words "©RMITV/SCT Inc" and the year of the episode's completion in the closing title sequence of every episode OR run the supplied RMITV logo ident at the end of each episode.
  25. RMITV may use the program for its own promotion but cannot on-sell the program for the Producer.
  26. If Producers on-sell the program they must ensure RMITV is credited in the credits and that the logo is included.
    - 26.1. If a RMITV Approved Production or Co-Production turns a profit, it is deemed that the Volunteers will be reimbursed for their time and efforts. Responsibility for reimbursement to Volunteers will be made by RMITV.
    - 26.2. If a RMITV Flagship Production makes a profit, it is deemed that the money made will be redirected back into the technical and training budgets to better improve the quality of RMITV's programming and improve the Student Engagement Benchmark.

## **Flagship Productions**

27. The RMITV flagship production is any brand of series that is funded directly by RMITV
  - 27.1. RMITV will hold the title of Executive Producer.
28. RMITV will hold full claim over all intellectual property and content produced with RMITV
29. All articles under this section, with the exclusion of point 22, are subject to negotiation between the Flagship Producer and the General Manager.
30. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.
  - 30.1. The use of the equipment is to be in accordance with RMITV's Equipment Hire Policy which the Producer agrees to abide by at all times.
31. In the instance a flagship Producer withdraws their involvement from the flagship production, RMITV will find a suitable replacement.
32. As outlined under point 16.1. upon signing the RMITV Programming Agreement the Producer grants RMITV full distribution rights of the program.

## **RMITV Approved Productions**

33. RMITV will allow certain programs to be produced with their support - this can include but is not restricted to web series, short films and traditional broadcast programs.
34. RMITV does not fund RMITV Approved Productions.
35. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.
  - 35.1. The use of the equipment is to be in accordance with RMITV Equipment Hire Policy and the RMITV Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times.
36. As outlined under point 16.2. Upon signing the RMITV Programming Agreement RMITV has no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.

## **Co-Productions**

37. RMITV will allow certain programs to be co-produced with outside production companies or other student community organisations. This can include but is not

restricted to web series', short films and traditional broadcast programs.

- 37.1. This may also include long running productions that have become self sufficient
  - 37.1.1. The production has to have been running consistently for over 5 years, and have a relationship with their Broadcaster that is facilitated solely by them and external to RMITV.
38. The Producer(s) of a co-produced program must be either RMITV members or members of the other groups entering into the co-production agreement.
39. The Producer(s) of such a co-produced program are subject to all of the terms and conditions set out in section 8 of this document.
40. Producer(s) must maintain a level of at least 50% RMITV Members in their productions cast and crew.
41. RMITV does not fund co-productions.
  - 41.1. Any costs to production will be split between the Producers as agreed upon in the Programming Production Agreement.
  - 41.2. RMITV may be willing to assist with the procurement of sponsorships/partnerships for the production
42. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.
  - 42.1. The use of the equipment is to be in accordance with RMITV Equipment Hire Policy and the RMITV Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times
43. If the partnered production fails to comply with the Programming Production Agreement, the Content and Development Manager and General Manager have the right to halt or terminate production.
44. As outlined under point 16.3. Upon signing the RMITV Programming Agreement the Producer grants RMITV 50% copyright and the agreed upon distribution rights of the program, unless otherwise negotiated by the Content and Development Manager.
45. In the event that the co-production ceases mid-production the Producer(s) will be required to cover all production costs up to that point. This may include but is not limited to edit suite and equipment hire
  - 45.1. RMITV will hold all material and content until these costs are paid in full.
    - 45.1.1. These costs must be made in full within 31 days.
      - 45.1.1.1. In the event that these costs aren't paid in full the matter will be taken to the Board to decide what necessary actions should be taken next, this can include taking it to court.
    - 45.1.2. In the event that these costs aren't paid in full the Producer(s) rights for copyright and distribution are forfeited.

## **External Productions**

46. An external production is a production that contracts RMITV/SCT Inc. for its resources. This may include but is not limited to facilities, equipment and work carried out by RMITV Members.
47. RMITV does not fund external productions nor offers them free access to facilities, equipment or other resources.
48. All Members who are hired to carry out work on an external production are sub-contracted by RMITV/SCT Inc.
  - 48.1. External productions will be required to provide a safe working environment.
    - 48.1.1. If there are any issues or complaints they should be directed towards the General Manager.
49. RMITV has no ownership or distribution rights, unless otherwise negotiated with the Content and Development Manager.
  - 49.1. Unless otherwise agreed to in writing, RMITV has the right to publish and reference any finished works from an External Production for the purpose of marketing and promoting the organisation.
50. In the event that the external production ceases mid-production, RMITV will invoice the production for costs up to that point.
  - 50.1. These costs must be paid in full within 31 calendar days.
    - 50.1.1. In the event that these costs aren't paid in full the matter will be taken to the Board to decide what necessary actions should be taken next, this can include taking the matter to court.
    - 50.1.2. In the event that these costs aren't paid in full their rights for copyright and distribution are forfeited.
    - 50.1.3. This will be followed up by the Content and Development Manager, General Manager and Treasurer of the SCT Inc. Board.

## **Other Productions: Short Film Grant & Animation Initiative**

51. RMITV Short Film Grant and Animation Initiative are funded directly by RMITV
  - 51.1. RMITV will hold the title of Executive Producer
52. The production will have access to RMITV's edit suites and equipment at no cost to the production. Edit suites and all equipment are subject to availability and must be booked in advance through the Technical Manager.
  - 52.1. The use of the equipment is to be in accordance with RMITV Equipment Hire Policy and the RMITV Equipment Hire Terms and Conditions Agreement, which the Producer agrees to abide by at all times.
53. Other Productions have the option to request studio access through the Content and Development Manager at no additional cost to the production

54. As outlined under point 16.2. Upon signing the RMITV Programming Agreement RMITV has no ownership over copyright or distribution, unless otherwise negotiated by the Content and Development Manager.

### **Insurance**

55. The Executive Producer must ensure that all relevant insurances are maintained on their behalf and for all RMITV members volunteering on their production. These include, but are not limited to: personal accident and illness insurance and public liability insurance.
- 55.1. In most cases, this insurance will be provided by RMITV. It is up to the Executive Producer/Producer to check with the Content and Development Manager or the General Manager to ensure their production is adequately covered.
- 55.1.1. If extra insurance is required for the production, this will be sought in consultation with the Content and Development Manager.
- 55.2. The Executive Producer/Producer must, upon request from the Content and Development Manager, provide RMITV with written evidence of the currency and terms of any insurance policies.