

BBC MONITORING AGREEMENT BETWEEN

The British Broadcasting Corporation (“the BBC”)

AND

The Foreign and Commonwealth Office, the Ministry of Defence, the Cabinet Office and the Security and Intelligence Agencies

WHEREAS:

- A. The BBC is required by its Framework Agreement with the Secretary of State for Culture Media and Sport (“the Framework Agreement”) to provide monitoring services (as defined below). These services are provided through BBC Monitoring, a division of the BBC, and are funded out of licence fee revenue.
- B. BBC Monitoring provides its services in the public interest, contributing to the provision of news in BBC services, providing monitoring services for key customers (as such term is defined below) and may also provide monitoring subscription services, as defined in the Framework Agreement, to subscribers.
- C. Monitoring services are to be provided in accordance with an agreement (“the Monitoring Agreement”) to be entered into between the BBC and the Foreign and Commonwealth Office, the Ministry of Defence, the Cabinet Office and the Security and Intelligence Agencies to cover *inter alia*, the specification and delivery of the services, acknowledging that the BBC shall at all times retain full editorial and managerial independence and integrity in the provision of BBC Monitoring, within the structure of the Charter and Framework Agreement.
- D. This Agreement therefore sets out in full, the terms upon which Monitoring Services are provided and will take effect from 1 January 2017. It will continue at least until 31 December 2027 unless terminated earlier.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1. In this Agreement “Additional Services” means Monitoring Services provided in addition to the Core Services and funded from a source outside the budget for Core Services under a separate contractual agreement made pursuant to clause 7;
- 1.2. “BBC Monitoring” means that part of the BBC which provides Monitoring Services;
- 1.3. “Core Services” has the meaning given in clause 2.1 and Annex A;
- 1.4. “Key Customers” are the Foreign and Commonwealth Office, the Ministry of Defence, the Cabinet Office and the Security and Intelligence Agencies;
- 1.5. “Licence Fee Revenue” means any sums which may be paid to the BBC by the Secretary of State from time to time, pursuant to the Framework Agreement, to fund the services provided by the BBC for the promotion of the Public Purposes

- 1.6. “Monitoring Services” means the activities of monitoring and recording media output which could be on TV, radio or digital platforms and which is openly available from around the world and the distribution of the products as more particularly defined in Annexes A and B; and
- 1.7. “Monitoring Subscription Services” means any Monitoring Service where the BBC receives, from the person or body to whom the service is supplied, money or other valuable consideration in respect of the supply of the service (or any particular component of it) to them.
- 1.8. “BBC Framework Agreement” means the Agreement dated 7 November 2016 and made between the Secretary of State for Culture, Media and Sport and the British Broadcasting Corporation pursuant to article 53 of the BBC Charter.
- 1.9. “BBC Charter” means the Royal Charter for the Continuance of the British Broadcasting Corporation 2016 (Cm 9317).

2. Core Services

- 2.1. BBC Monitoring will make available as Core Services the output (products and performance levels) set out in Annex A for Priority 1, Priority 2 and Priority 3 countries and coverage (as defined in Annex B).
- 2.2. Core Services will be funded by the BBC from Licence Fee Revenue from budgets determined by the BBC.
- 2.3. Core Services may be of interest and provided to both the BBC and Key Customers, or may be of interest and provided to Key Customers alone.

3. General obligations of BBC Monitoring

- 3.1. Subject to the specific provisions of this Agreement, BBC Monitoring will operate its business in a way that demonstrates the following key features:
 - 3.1.1. Global coverage, such that there is sufficient presence through itself and its partnership with its US partner, Open Source Enterprises (“OSE”) to focus in on countries in response to unforeseen international events or crises;
 - 3.1.2. monitoring services that are delivered in a manner that:
 - (a) is timely and in line with the priority scheme referred to in Annex A;
 - (b) meets the specifications relating to the required volume of products set out in Annex A;
 - (c) reflects the editorial integrity and content standards applicable to the BBC;
 - (d) is “surgeable or allows for surging”, such that there is an ability to meet short term surges in demand for monitoring and output against priority 1 countries, and to use reasonable endeavours to meet such surges against priority 2 countries; and
 - (e) flexible, allowing annual review of country coverage and priority levels over time, subject to resource constraints or the provision of funding under Additional Services.

- 3.2. Subject to clause 9.3 below, material contained in Monitoring Services products may be re-used by Key Customers as required within, and between, their own organisations, and shared with other departments or agencies of the UK Government or foreign governments (subject to Key Customers adequately restricting further dissemination).
- 3.3. The BBC will appoint a BBC account manager who will be responsible for (a) liaising with Key Customers on delivery of the Monitoring Services; (b) dealing with Key Customer queries or access issues; (c) manage all reporting on output including quarterly reporting as referred to in clause 16 below; and (d) will be responsible for the negotiation and contracting of any Additional Services requested in accordance with clause 7.

4. Editorial and managerial independence

The BBC will at all times retain full editorial and managerial independence and integrity in the provision of BBC Monitoring, within the structure of the Charter and Agreement.

5. Monitoring Services and priorities

- 5.1. BBC Monitoring's differentiated global coverage capability and its differentiated set of products and services are set out in the three-level priority scheme in Annex A. A full list of countries by priority is set out in Annex B.
- 5.2. The elements of coverage, products and delivery comprising each of the three priority levels are set by the BBC and will be discussed as part of the annual review referred to in clause 15 below.
- 5.3. It is acknowledged and accepted by the Foreign and Commonwealth Office on behalf of all Key Customers that BBC Monitoring has to undertake monitoring which, although not necessarily meeting Key Customer requirements, contributes to BBC Monitoring's arrangements with OSE or to meeting the needs of the BBC.

6. Maintaining service relevance

- 6.1. Requests for changes to service provision fall into one of three categories —
 - 6.1.1. Surging;
 - 6.1.2. Updating Core Services;
 - 6.1.3. Additional Services.
- 6.2. Key Customers and the BBC may request a temporary boost to coverage and output via surging and the BBC acknowledges that surging is a core feature of Priority 1 countries and where possible Priority 2 countries. The ability (and hence obligation) of BBC Monitoring to meet such requests is subject to resource constraints.
- 6.3. Any changes to Key Customer interests (including any Key Customer requirements for medium or long-term enhancements or for new ongoing products) will be raised at the annual review referred to in clause 15 and may result in the parties making proposals for changes to Core Services. BBC Monitoring will use reasonable endeavours to accommodate such changes, subject (in particular) to resource constraints.
- 6.4. A Key Customer's wish to commission services in addition to the Core Services must be considered in accordance with the process set out in clause 7 below.

7. Additional services

- 7.1. Additional Services are subject to further contractual agreement and require funding separately.
- 7.2. Key Customers (and the BBC) have the right at any time to request Additional Services, and there shall be a presumption that the output of any commissioned Additional Service will be shared with the wider BBC and all Key Customers whether the Additional Service consists of additional products or additional coverage. This applies where an Additional Service is funded by a single Key Customer or group of Key Customers, within reason. However :
 - 7.2.1. Additional Services will be provided only if BBC Monitoring agrees to provide them; and
 - 7.2.2. it will be for BBC Monitoring to determine the most effective, efficient and appropriate way to provide them.
- 7.3. The commissioning by Key Customers of Additional Services should follow the process outlined below:
 - 7.3.1. the Cabinet Office will co-ordinate requirements for Additional Services through a single point of contact and will contact the BBC account manager in the first instance and make clear the priority attached to the commission. (A contact point will be agreed for urgent instances where the manager might be unavailable.)
 - 7.3.2. A request for Additional Services should give as full a description as possible of the proposed service or coverage, including its priority, purpose, geographical scope, length, frequency, means of distribution and estimated lifespan. BBC Monitoring will assess the feasibility of meeting the commission (or proposal) and any resource implications (where appropriate in discussion with OSE) and respond within an agreed timescale.
- 7.4. An Additional Service commissioned in accordance with clause 7.3 will then be fully commissioned for an agreed timescale, reviewed at agreed points, and all agreements will be documented. The amounts to be paid for the Additional Service will be agreed before that Service is provided by BBC Monitoring. No Additional Service will become a Core Service unless agreed by parties.
- 7.5. The BBC shall use its best endeavours to ensure that the provision of the Core Services is not affected negatively by the provision of any Additional Service.

8. Key Customers Indemnity

- 8.1. The UK Government will indemnify the BBC against any and all liability, damage, loss, cost or expense arising out of third party claims made resulting from Key Customer use of BBC Monitoring reports and/or databases, except to the extent that such claims are attributable to the negligence of the BBC.
- 8.2. The BBC gives no warranties in respect of material supplied by BBC Monitoring or the original source material, its ownership or accuracy.

9. Key Customer use of BBC Monitoring material – further provisions

- 9.1. Key Customers may use the material supplied by BBC Monitoring for their own purposes, retain it in their databases/websites and include it in publications.
- 9.2. BBC Monitoring material may be shared freely within the Key Customer community.

- 9.3. Key Customers may pass BBC Monitoring material to other departments or agencies of the UK Government or foreign government agencies, provided that the product incorporating this material is marked as BBC Monitoring material so that any recipient understands the terms under which they receive the information, i.e. further dissemination is prohibited without reference back to the Key Customer.
- 9.4. Nothing in this Agreement shall prevent any part of UK Government (in this clause “the disclosing party”) from disclosing BBC Monitoring material where this is required by law, by any authorised governmental authority or agency, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the disclosing party gives the BBC sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such material, or to confer with the disclosing party as to the basis on which the material may be protected from disclosure, and thereafter discloses only the minimum information required to be disclosed in order to comply, whether or not a protective order or similar order is obtained.
- 9.5. Subject to clause 9.6, Key Customers will neither make commercial use of material supplied by BBC Monitoring, nor supply such material to commercial organisations, without the prior written agreement of BBC Monitoring.
- 9.6. Key Customers may supply such material to commercial organisations where—
- 9.6.1. that organisation has contracted to undertake a particular project for the Key Customer;
 - 9.6.2. the Key Customer and the commercial organisation have entered into a non-disclosure agreement; and
 - 9.6.3. the non-disclosure agreement states that the material
 - (a) is being supplied only for the purposes of the particular project in question and may be used only for those purposes, and
 - (b) must not be published or otherwise disseminated in any form by the commercial organisation.
- 9.7. Key Customers may from time to time wish to disseminate BBC Monitoring material beyond persons covered under 9.3 or 9.6, or without protective marking and/or circulation restrictions. This wider dissemination must be referred to BBC Monitoring for agreement. BBC Monitoring operates a copyright clearance programme to assist Key Customers in managing the risks involved and will provide a point of contact to advise Key Customers on the suitability of its services for wider dissemination. BBC Monitoring's approach will be to agree to such dissemination wherever possible. BBC Monitoring will endeavour to provide generic answers wherever possible to minimise the need for case-by-case requests.
- 9.8. BBC Monitoring will use its reasonable endeavours to ensure that its provision of material to Key Customers does not infringe third party intellectual property rights and undertakes to notify Key Customers immediately on becoming aware of any claim that intellectual property rights have been infringed. Key Customers shall immediately on notification by BBC Monitoring withdraw the relevant material in accordance with clause 11 below.
- 9.9. Each Key Customer will use its reasonable endeavours to ensure that its use of the material supplied by BBC Monitoring does not infringe third party intellectual property rights and undertakes to notify BBC Monitoring and cease using the material immediately upon becoming aware of any claim that intellectual property rights have been infringed.

- 9.10. Key Customers shall not be entitled to use any trade mark of the BBC without the express written permission of the BBC.

10. Confidential information

Any Key Customer or the BBC (“the Designating Party”) may designate information as confidential. The BBC and each Key Customer agrees that subject to any legal obligation of disclosure none of its employees or agents will disclose any confidential information to any third person without the express written consent of the Designating Party (but for this purpose disclosure by one department or agency of the UK Government to another shall not be regarded as disclosure to a third party). If the BBC or any Key Customer considers that the designation of any material deliberately restricts open dialogue between Key Customer and BBC Monitoring, those concerns should be raised initially with the Director of BBC Monitoring and the Cabinet Office, who will seek to arbitrate.

11. Withdrawal of material by BBC Monitoring

- 11.1 Where BBC Monitoring believes that it is necessary to prevent the further dissemination or publication of particular BBC Monitoring material in order to avoid legal action against the BBC, including but not limited to action arising from the infringement of third party rights or alleged defamation, BBC Monitoring shall inform the Cabinet Office on behalf of all Key Customers.
- 11.2 On being informed in accordance with clause 11.1, the Cabinet Office will:
- 11.2.1 not disseminate the material further, except insofar as required by law,
 - 11.2.2 mark the material to indicate clearly that, subject to that caveat, it should not be further disseminated,
 - 11.2.3 instruct all departments and agencies of the UK government which hold the material and any third parties which have been provided with the relevant material by any department or agency of the UK government to act in a like manner.
- 11.3 The Foreign and Commonwealth Office acknowledges that, having been informed in accordance with clause 11.1 or 11.2, any person further disseminating the relevant material shall bear the risk of any associated legal action or threat of legal action.

12. Customer portal and system-to-system feeds

BBC Monitoring will provide a customer portal for Key Customers and maintain those system-to-system feeds in place at the date of this Agreement. Key Customers commit to providing appropriate technical liaison to support the delivery of BBC Monitoring products and manage any changes to the interfaces between BBC Monitoring and Key Customers by way of these systems. Both parties acknowledge and agree that it is the intention to reduce the number of system-to-system feeds as soon as reasonably practicable.

13. Disclosure duties

All Key Customers and the BBC acknowledge that the confidentiality obligations set out here are subject to certain legal obligations of disclosure, including (in particular) under the Data Protection Act 1998 and the Freedom of Information Act 2000 and that any party may be required to disclose information unless (for example) one of the exemptions set out in the legislation applies. In the event that requests are made under this clause or clause 9.4 above, for information which relates to the relationship between the parties to this agreement or information held by one party on behalf of one or more other parties,

each party will consult the other (or others) giving details of the request, the proposed response, and the time-frame within which the response is required.

14. Governance

Under the BBC Charter and the Framework Agreement the BBC is responsible for the high-level strategy and budget for the Core Services for BBC Monitoring, and for defining the position of BBC Monitoring within the BBC's overall strategy.

15. Annual Review

The Cabinet Office, on behalf of Key Customers and BBC Monitoring will meet once each year at a date to be agreed to discuss BBC Monitoring's overall strategic direction and any changing country or thematic priorities and products. This meeting will be consultative in nature.

16. Reporting and Escalation

- 16.1. The BBC account manager will provide Key Customers on a quarterly basis with a report on BBC Monitoring's performance in the previous quarter, incorporating a factual and statistical report including information as to the number of items published (by country and priority) and as to what requests were made by category and priority, and how BBC Monitoring responded.
- 16.2. In the Autumn of each year a customer group comprising the BBC Account manager and representatives of the Key Customers shall meet to discuss performance to date by reference to the quarterly reports referred to in 16.1. This review will inform the annual evaluation report to be presented at the Annual Review.
- 16.3. The Key Customers will annually evaluate BBC Monitoring's performance and services in the period covered, according to the framework set out below. A report of the evaluation will be considered by the Cabinet Office and BBC Monitoring at the Annual Review.
- 16.4. The report referred to at 16.2 above (the annual evaluation report) will make use of a Red, Amber, Green indicator system, with Green meaning "Consistently delivered service expectations", Amber meaning "Mostly delivered service expectations" and Red meaning "Limited delivery of service expectations", under the following categories:
 - Global coverage
 - Timely and sufficient in volume
 - Editorial integrity and quality standards
 - Surgeable
 - Flexibility
- 16.5. Key Customers will present a collective view under these categories, and also an overall rating of BBC Monitoring's performance, which will take into account the individual measures, but would allow them to express overall satisfaction with the service even if there were individual elements showing as Amber or Red.
- 16.6. Where the indicator is Amber or Red, Key Customers will provide a written collective explanation for the rating to the BBC for its consideration. The BBC will aim to respond in writing within one month. To the extent that Key Customers are dissatisfied with the response from the BBC they may raise the matter as a dispute following the process set out in clause 17 below.

17. Disputes

- 17.1. Any dispute between one or more Key Customer and BBC Monitoring (whether arising out of the performance framework set out above or otherwise) shall wherever possible be resolved between the BBC account manager and the relevant Key Customer.
- 17.2. If the issues remain unresolved they may be referred to the Director of BBC Monitoring and the representative of the Key Customer who shall meet within 10 working days of being notified of the dispute with a view to finding resolution.
- 17.3. If the issue cannot be resolved between the Director of BBC Monitoring and the representative of the Key Customer in accordance with clause 17.2, the matter will be referred to the Director of BBC World Service Group and the responsible Director in the Cabinet Office for resolution.

Signed by:

The BBC

The Foreign and Commonwealth Office, on behalf of all Key Customers

BBCM Core Products and Performance Metrics

| Type | Product | Description | Frequency | Performance Measure |
|-----------|---------------------------|--|--------------------|---|
| News | News Alert | Key developments on major stories as they happen. | n/a | Total to remain above 100,000 items per year, across all BBCM branded News and Reports. |
| | News Update | Important stories from local sources selected to help you better understand developments, debates and narratives. | n/a | |
| | Media Review | Snapshots of key points being reported by the various types of media in a country or region. To include daily morning All-Media Highlights for Top Six priority countries (Top Seven from mid-2017). | n/a | |
| | World Media Update | Twice daily (morning at 0800 and evening at 1800) collation of important media stories. | 500 / year | |
| | Words as Spoken | Key speeches and linguistic advisories that provide unique insights based on a high-quality nuanced translation of vernacular source material. | n/a | |
| Reports | Insight | Reports providing early warning on emerging issues and highlighting trends around a particular topic, or country. | n/a | Quantities to reflect Country Priorities: P1 ~ 60% P2 ~ 20% P3 ~ 20% |
| | Terrorism Digest | Daily digest of terrorist incidents, events, Islamist activities and statements by prominent jihadists from across the world | 355 / year | |
| | Explainer | Structured briefings that give a succinct summary of significant developments and provide insight on the drivers for, and implications of, the events. | n/a | |
| | Election Guide | An overview of the players, rules and scenarios of an upcoming election. | n/a | |
| | Name in the News | Reports profiling a person, group or organisation in the news. | n/a | |
| Reference | Media | A comprehensive survey of the media environment in a country and updated source data. | 50 updates per day | Annual updates to Reference records to be above 18,000 per year |
| | Government Lists | Comprehensive listing of members of foreign governments | | |
| | Organisations | Comprehensive list of organisations, such as political parties and movements | | |
| | Biographies | Over 70,000 biographies of people in the media | | |
| Other | Video | Identify, select, edit and package video clips on specialist thematic topics. | 5-10 per weekday | Over 1,700 per year |
| | Experts | Access to BBCM for clarification on published material. (Commissions and bespoke access to specialists, for consultancy etc, are an Additional, not Core, service.) | on demand | n/a |
| | Source Stream | Raw material unedited by BBCM | 900 / day | 300,000 per year |
| | Programme summary | Summaries (running orders) of broadcast news programmes | 50 / week day | |