



**Partnership, Funding and Accountability Agreement**  
**between**  
**the BBC and S4C**

**November 2017**

## **FOREWORD**

### **Continuing a strong and successful partnership**

This Agreement sets out, at a high level, the ways in which the BBC and S4C will work in partnership over the next 10 years to deliver services for the benefit of Welsh-speaking audiences. It continues a partnership that has been highly successful over more than three decades and builds on a great tradition of both organisations providing programmes and services in Welsh.

This Agreement records the way in which both organisations will go about meeting our statutory commitments, but, more than that, it sets out our aspirations for a true partnership over the next decade, and how we will work together for the benefit of Welsh-speaking audiences.

In a fast-changing world, access to modern media platforms is essential for the survival of languages and cultures. A vigorous media environment allows people to be informed, educated and entertained in the language of their choice. It also promotes wide-ranging communication and creativity through the medium of that language, and provides platforms for debate. Making programmes is an activity which provides important economic benefits and career opportunities.

Over the past century, the story of Welsh language broadcasting has been closely linked to that of the Welsh language itself, from the first radio broadcast in 1923 and the setting up of BBC Radio Cymru in 1977, to the establishment of S4C in 1982 and the consequent growth of the independent production sector.

The BBC's public purposes and those of S4C are closely aligned. Our shared objective is to provide high quality, public media services for the benefit of the widest possible audience. The BBC has provided a central programming contribution to S4C from its outset, building on its long-standing commitment to Welsh-language broadcasting on radio and television. Since 2013, the BBC has also been responsible for providing from the television licence fee the greater part of the public funding which S4C receives in order to provide its services.

Under this agreement the BBC will continue to provide funding to S4C for the duration of the current Charter, as well as programmes, in order to sustain a rich, freely available Welsh language television service. From 2019, the BBC will also provide under contract technical broadcasting services by which S4C's broadcast services will be distributed.

Both organisations will continue to be independent – editorially and operationally – and have separate governance structures. However, working together, we believe we can ensure the greatest possible impact from the investment of public funds involved.

This partnership will build on the successes of the last 35 years of our work together and take Welsh language broadcasting confidently into the future.

**Sir David Clementi**

BBC CHAIRMAN

**Huw Jones**

S4C CHAIRMAN

**Tony Hall**

BBC DIRECTOR-GENERAL

**Owen Evans**

S4C CHIEF EXECUTIVE

**This Partnership, Funding and Accountability Agreement  
is made as a deed on the        November 2017**

**between:**

**THE BRITISH BROADCASTING CORPORATION**, a corporation incorporated by Royal Charter, whose principal office is at Broadcasting House, 1 Portland Place, London W1A 1AA ("**BBC**"); and

**SIANEL PEDWAR CYMRU**, a statutory corporation, of Parc Tŷ Glas, Llanishen, Cardiff, CF14 5DU ("**S4C**").

(together "the Parties")

**WHEREAS**

- (A) Under clause 39 of its Framework Agreement with the Secretary of State for Culture, Media and Sport ("the Secretary of State"), dated 7 November 2016, the BBC undertook to provide funding to S4C for the purpose of providing the television channel known as S4C and any other television channel or other service approved under section 205 of the Communications Act 2003 ("the S4C Services").
- (B) Clause 39 of that Agreement also provides that—
- (1) the BBC and S4C must have the shared aim of working together to observe and safeguard the independence of both, and to make the best use of such funding in the interests of audiences (and in particular those who speak Welsh), so far as is consistent with their respective obligations under the BBC's Royal Charter, the Framework Agreement and relevant legislation;
  - (2) the BBC must agree with S4C accountability arrangements under which S4C regularly gives the BBC such assurance as the BBC may reasonably require that funding provided by the BBC is being used properly and efficiently in the provision and broadcasting or other distribution of the S4C Services; and
  - (3) the BBC and S4C must also agree arrangements which continue and further the wider strategic partnership between them.
- (C) Under section 58(1) of the Broadcasting Act 1990 the BBC is required to provide to S4C, free of charge and in a way which meets S4C's reasonable requirements, sufficient television programmes in Welsh to occupy not less than ten hours' transmission time per week to enable S4C to fulfil its public service remit.
- (D) Under article 13 of the Royal Charter, the BBC is under a duty to work collaboratively and to seek to enter into partnerships with other organisations where that is in the public interest, and in doing so must—

- (1) enter into partnerships with a wide range of organisations, including organisations from throughout the nations and regions of the United Kingdom; and
- (2) ensure those partnerships are fair and beneficial to all organisations involved.

**It is agreed, and this deed records, as follows:**

### **Introductory provisions and guiding principles**

#### **1. Introduction**

- 1.1. The purpose of this Agreement is to set out the guiding principles and high level provisions of all elements of the new partnership between S4C and the BBC, which includes —
  - 1.1.1. in high-level terms, the basis of the strategic and creative partnership between the BBC and S4C;
  - 1.1.2. the BBC's Licence Fee funding for S4C, and accountability arrangements for that funding;
  - 1.1.3. in high level terms a framework (to be developed in more detail in an 'editorial agreement') for the provision by the BBC to S4C of programming in Welsh under section 58 of the Broadcasting Act 1990;
  - 1.1.4. the operation of the wider BBC – S4C partnership, including creative and technology collaboration and provision of S4C content on the BBC iPlayer;
  - 1.1.5. in high level terms a framework for the proposed agreement for the sharing and colocation of technical broadcast services for S4C and the BBC, including guiding principles and performance assessment provisions for the partnership; and
  - 1.1.6. arrangements for monitoring the operation of the partnership.
- 1.2. In this Agreement, “the Royal Charter” means the Royal Charter granted to the BBC in December 2016; and “the Framework Agreement” means the BBC’s agreement with the Secretary of State dated 7 November 2016 (but subject to clause 1.4).
- 1.3. References in this Agreement to the “S4C Services” shall include any activities that are incidental or conducive to the carrying out of S4C’s functions in relation to the provision of those services.
- 1.4. References in this Agreement to the Royal Charter and the Framework Agreement, and to any statute, statutory provision, regulation, rule or code, shall be construed as a reference to such Charter, Agreement, statute, statutory provision, regulation, rule or code as amended, modified, replaced or re-enacted from time to time.
- 1.5. This Agreement supersedes and replaces the Operating Agreement between the Parties of January 2013 and the Strategic Partnership Agreement between the Parties of November 2012.

- 1.6. The S4C Board shall be comprised of members appointed in accordance with the relevant statutory provisions and shall not include any member or representative nominated by the BBC.

## **2. Recognition of respective duties**

- 2.1. As set out in Clause 39 of the Framework Agreement the BBC and S4C recognise the shared aim of working together to observe and safeguard the independence of both, and to make the best use of such funding in the interests of audiences (and in particular those who speak Welsh), so far as is consistent with their respective obligations under the Charter, this Agreement and relevant legislation.
- 2.2. S4C recognises that the BBC must operate within the duties placed upon it by or under the Royal Charter and the Framework Agreement, and subject to regulation by Ofcom, and must deal with the licence fee as set out in those instruments.
- 2.3. The BBC recognises that, as S4C is a statutory entity and derives its powers from statute, S4C is unable to act in a manner that is outside the specific obligations placed on it and powers granted to it by or under statute (in particular in the Broadcasting Acts 1990 and 1996 and the Communications Act 2003).
- 2.4. Accordingly, this Agreement is underpinned by two balancing obligations—
  - 2.4.1. on the BBC, an obligation to recognise that S4C is solely responsible for delivering its remit, its statutory duties (including duties in respect of expenditure) and its additional activities and objectives as set out from time to time by S4C; and
  - 2.4.2. on S4C, an obligation to recognise that the BBC's funding contribution to S4C pursuant to clause 39 of the Framework Agreement and the programme supply provision pursuant to section 58 of the Broadcasting Act 1990 are important elements of the BBC's remit and overall delivery to Welsh language audiences of its public purposes and the public service characteristics enshrined in its Charter and Agreement.
- 2.5. S4C is accountable to Parliament for the provision of the S4C Services as a whole in accordance with relevant statutory provisions including Schedule 6 of the Broadcasting Act 1990.

## **3. Partnership**

- 3.1. In this Agreement, the word “partnership” refers to the process by which the BBC and S4C give effect to their shared aim of working together to observe and safeguard the independence of both, and to make the best use of BBC funding in the interests of audiences (and in particular those who speak Welsh), with goodwill and co-operation.
- 3.2. The partnership should where appropriate include co-operation in the areas of technology; access to iPlayer; development of creative projects; editorial matters; the promotion of BBC and S4C services; and operational efficiency.
- 3.3. The partnership will continue for the duration of the Royal Charter.

- 3.4. The BBC in Wales and across the UK and S4C agree to:
- (i) establish a collaborative, imaginative and creative relationship based on a mutual respect and trust for the requirements of both Parties;
  - (ii) work collaboratively with each other in respect of all aspects of the partnership; and
  - (iii) co-operate on new developments that may arise out of the strategy of both parties, individually or jointly, over the term of this Agreement.
- 3.5. Nothing in this Agreement shall be taken to imply that a legal partnership exists between the BBC and S4C.
- 3.6. This Agreement ensures and respects the editorial, managerial and operational independence of both the BBC and S4C.
- 3.7. The status of S4C as an independent statutory corporation shall not be affected by the provisions of this Agreement.

### **Funding and Accountability**

#### **4. BBC funding contribution and financial assurance reports**

- 4.1. The amount payable by the BBC to S4C under clause 39 of the Framework Agreement in each of the financial years from 2017/2018 to 2021/2022 is £74,500,000.
- 4.2. The BBC shall pay to S4C the annual amounts set out in clause 4.1 for the relevant year in equal monthly instalments in each financial year, according to a schedule agreed from time to time by the Parties.
- 4.3. Following the completion of the review of S4C announced in August 2017, the Secretary of State, following consultation with the BBC and S4C, must agree in the Framework Agreement the process for determining the amounts to be paid in subsequent years until 2027/28.
- 4.4. S4C shall be accountable to the BBC for expenditure of the licence fee funding for the provision of the S4C Services in accordance with the requirements of this Agreement.
- 4.5. Every six months S4C shall provide to the BBC a financial assurance report (the "Financial Assurance Report"), whose purpose shall be to give the BBC such assurance as it may reasonably require that funding provided by the BBC is being used properly and efficiently in the provision and broadcasting or other distribution of the S4C Services. The contents and format of the Financial Assurance Report shall follow the framework set out in Annex 1 to this Agreement, or such as may otherwise be agreed from time to time in writing between the Parties during the term of this Agreement.
- 4.6. The first such Financial Assurance Report in each year shall be presented promptly by S4C following the first six months of each financial year and the second report shall be presented promptly by S4C

following the end of each financial year and in good time for the BBC Board to consider the Financial Assurance Report as part of its annual financial reporting process.

- 4.7. Subject to the relevant statutory provisions relating to the audit requirements upon S4C, the National Audit Office shall have access to the licence fee contribution provided to S4C for the provision of the S4C Services for the purpose of carrying out examinations into the economy, efficiency and effectiveness with which S4C has used its resources in discharging its functions.
- 4.8. S4C shall attend one meeting of the BBC's Audit and Risk Committee during each year to discuss the Financial Assurance Report, the operation of S4C's assurance framework and the financial aspects of S4C's partnership with the BBC.
- 4.9. S4C shall provide to the BBC any relevant policies approved by S4C that relate to contents of the Financial Assurance Report which the BBC reasonably believes are required to enable consideration of the Financial Assurance Report.

## **5. The Contributed Programming – the BBC's statutory programme supply to S4C**

- 5.1. Pursuant to its obligations under section 58 of the Broadcasting Act 1990, the BBC shall provide S4C (free of charge) with sufficient television programmes in Welsh to occupy not less than 10 hours' transmission time per week for exhibition on the S4C Services in accordance with S4C's reasonable requirements and the requirements of S4C's content strategy as published from time to time (the "Contributed Programming").
- 5.2. In each of the financial years from 2017/18 to 2021/22, the financial value of the Contributed Programming and other programme-related and non-programme contributions (including, without limitation to the generality of the foregoing, sub-titling) from the BBC will be £19.4 million.
- 5.3. The Parties shall agree an annual programme plan for the Contributed Programming, which shall define the BBC's commitments and core programming obligations in line with each of the BBC's public purposes and Charter obligations.
- 5.4. At the outset of each annual planning cycle prior to agreeing the annual programme plan, and within the context of the budgets noted in clause 5.2, the BBC (acting through BBC Wales) shall consult S4C management about S4C's likely requirements of BBC programming in contributing to S4C's published content strategy.
- 5.5. In developing its response to S4C's Content Strategy the BBC shall enter into discussion with S4C in order to seek to agree whether they consider that the response meets the reasonable requirements of S4C and the public purposes required by the BBC.
- 5.6. On final agreement of the annual programming plan, the joint recommendation of BBC Wales and S4C management shall be submitted to the Wales Committee of the BBC Board and the S4C Board for approval within the BBC and S4C's annual strategic governance framework.
- 5.7. The Parties shall set out the details relating to the Contributed Programming in an Editorial Agreement.

- 5.8. The BBC is solely responsible for how it complies with section 58 and for the value for money of the BBC's expenditure, and commits to doing so in a way which meets the reasonable requirements of S4C.
- 5.9. Regular joint meetings of the BBC and S4C management teams shall be convened to assess and monitor the impact of the BBC contribution against agreed targets, and to share information on programme content, the production process and scheduling.

## **Operational Partnership**

### **6. The operational partnership**

- 6.1. The partnership between the BBC and S4C is wider than the funding and accountability arrangements and, separately to the provisions of this Agreement, it extends to a creative partnership within both organisations.
- 6.2. The partnership between the BBC and S4C shall include the provision of S4C's content on the BBC iPlayer for the duration of this Agreement and shall enable S4C to reach new audiences and benefit from new functionality as the iPlayer develops. The details of this provision shall be set out in a separate agreement between S4C and the BBC relating to the iPlayer.
- 6.3. The joint Partnership Board established by the BBC and S4C in 2013 shall continue as the main forum for the partnership and shall be responsible for managing the partnership on a day to day basis.
- 6.4. The Partnership Board shall be governed by the Terms of Reference set out in Annex 2.

### **7. Strategic Meeting**

- 7.1. The Chairman of the BBC and the Chairman of S4C (or their representatives) shall meet at least once a year to discuss the partnership and, in particular, to—
  - 7.1.1. review progress against this Agreement;
  - 7.1.2. discuss overall performance; and
  - 7.1.3. identify any areas calling for review or changes.

### **8. Colocation and sharing of technical broadcast services**

#### Objectives

- 8.1. The over-riding objective of both Parties in entering into an agreement to share technical broadcasting services between the Parties is to operate more efficiently and to deliver significant efficiencies for both the BBC and S4C.
- 8.2. S4C, by entering into a Technology Services Agreement with the BBC (the "TSA"), will, for the first time in its history, be outsourcing the provision of its technical broadcasting activities under contract. These will henceforth be provided and managed on a day to day basis by the BBC's staff and the BBC's third party contractors, alongside their other responsibilities.

- 8.3. It is inevitable that, in order to meet its audience's expectations, S4C's services and its technical requirements will develop and evolve, in ways which it is impossible for a legal document to capture adequately. This will include the need to respond quickly and flexibly to opportunities as they arise.
- 8.4. The BBC and S4C agree that a key objective of this partnership is that the S4C Services should demonstrably be able to achieve S4C's technical needs promptly and flexibly, in line with industry standards and in the same manner as that which the BBC provides to or procures for itself.

#### Service Level

- 8.5. S4C and the BBC intend to co-locate and share technical services for the broadcasting and making available of the S4C Services and the BBC's services in Wales in the BBC's new broadcast centre in Central Square, Cardiff.
- 8.6. The detailed provisions relating to the co-location are set out in an Agreement for Licence dated 16 November 2015 which commits S4C and the BBC to enter into a Licence which will grant S4C certain rights to occupy space at Central Square, Cardiff and the detailed provisions relating to the sharing of technical broadcast services shall be set out in a TSA between the Parties.
- 8.7. The BBC in Wales and across the UK and S4C agree to:
- (iv) establish a collaborative, imaginative and creative relationship based on a mutual respect and trust for the requirements of both Parties;
  - (v) work collaboratively with each other in respect of all aspects of the TSA;
  - (vi) co-operate on new developments that may arise out of the strategy of both parties, individually or jointly, over the term of the TSA;

And further that the BBC in Wales and across the UK agrees to:

- (vii) ensure that all services provided by the BBC to S4C will be provided on a fair, reasonable and non-discriminatory basis;
- (viii) ensure that the services provided to S4C by the BBC and third party contractors shall be of the same level of technical quality and availability as the BBC would expect for its own local and network television and online services; and
- (ix) act in accordance with its partnership duty set out in clause 13 of the Royal Charter.

#### TSA Performance Assessment

- 8.8. Every six months the chief executive officer of S4C and the Director, BBC Wales shall discuss the performance of the services provided to S4C under the TSA. Following each such discussion, their assessments should be made available to the BBC Board, and the S4C Authority.

- 8.9. Such performance assessment shall consider the performance of the services provided to S4C under the TSA in accordance with the detailed provisions of the TSA and also the principles set out in clause 8.7 above.

### Escalation

- 8.10. The TSA contains a multi-tiered dispute resolution procedure to deal with any disputes under the TSA or failure to agree where agreement is required. This may ultimately include referral to the Chairman of S4C and the Chairman of the BBC. If this procedure is invoked the parties:
- (i) shall ensure that their respective representatives will engage constructively with the process in order to find mutually acceptable solutions which are consistent with the objectives of this Agreement and the TSA;
  - (ii) will aim to resolve the matter in a timely manner and will expedite the process where necessary, taking into account the gravity and urgency of the situation; and
  - (iii) shall ensure that the solution, agreed in writing, is implemented by all relevant teams within their respective organisations.

## General provisions

### **9. S4C content commissioning and compliance**

- 9.1. S4C is a commissioner broadcaster that commissions its content from a range of independent production companies. S4C also commissions certain programmes, over and above those provided under statute from the BBC. This Agreement shall not affect S4C's freedom to commission content from a range of appropriate sources including independent production companies and also the BBC.
- 9.2. Nothing in this Agreement shall affect S4C's statutory duty as set out in Part 2 of Schedule 12 of the 2003 Act to ensure the compliance of the S4C Services with Ofcom's relevant requirements.

### **10. S4C's Commercial Activities**

- 10.1. S4C shall retain its commercial freedom and S4C's commercial activities shall continue to operate in accordance with the relevant statutory framework.

### **11. Confidentiality**

- 11.1. The BBC and S4C are committed to developing a creative and collaborative partnership for the benefit of our audiences, which is open and transparent. However from time to time it may be necessary to discuss matters or share information in confidence.
- 11.2. The BBC and S4C each agrees to keep confidential at all times any confidential information disclosed to them by the other by virtue of this Agreement and to use it only for purposes connected with the partnership.
- 11.3. This paragraph does not apply to any information which is disclosed by the receiving party with the prior written permission of the disclosing party or which—

- 11.3.1. is in, or subsequently enters the public domain without breach of this or any other obligation of confidentiality by the receiving party;
- 11.3.2. the receiving party can demonstrate was in its possession or was independently developed or discovered by or for it prior to receipt from the disclosing party (and which was not previously acquired from the disclosing party subject to any obligation of confidentiality);
- 11.3.3. is disclosed to the receiving party by a third party without breach by the receiving party or such third party of any obligation of confidentiality owed to the disclosing party or is disclosed by the disclosing party to a third party without restriction on disclosure or use; or
- 11.3.4. is required to be disclosed in accordance with the Freedom of Information Act 2000 or pursuant to the Royal Charter or the Framework Agreement, or otherwise is required to be disclosed by law, order of court, the requirements of Ofcom or any other any regulatory authority, or of any taxation authority or the rules of any stock exchange.

## **12. Force Majeure**

- 12.1. Neither the BBC nor S4C shall be liable for any failure to perform or delay in performance of any obligations under this Agreement caused by circumstances beyond its reasonable control (a 'Force Majeure Event'), but—
  - 12.1.1. the party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Deed may still be performed; and
  - 12.1.2. nothing in this paragraph shall diminish or replace the obligations of the BBC under paragraphs 5 and 6 for the relevant financial year.

## **13. Duration of Agreement, and review**

- 13.1. The BBC and S4C intend this Agreement to have effect for the whole term of the BBC's Royal Charter until April 2028, subject to a review (if required) at least—
  - 13.1.1. after completion of the review of S4C announced in August 2017; and
  - 13.1.2. in preparation for the second licence fee period, which the Royal Charter specifies will start on 1 April 2022.

## **14. Dispute resolution**

- 14.1. In the event that agreement cannot be reached between the BBC and S4C on the interpretation of the provisions of this Agreement or associated matters the position shall be reported to the BBC Board and to the S4C Board.
- 14.2. The respective Chairmen of the BBC and S4C shall meet with a view to reaching a final agreement upon those matters. That meeting may, at the discretion of the Chairmen jointly, take place under independent chairmanship if, in the opinion of both Chairmen, this is likely to be conducive to reaching such agreement.

## **15. Changes to this Agreement**

- 15.1. Apart from changes arising out of a review under clause 13, either of the Parties may propose changes to this agreement at any time during its term; and the Parties agree to consider in good faith any proposed changes.
- 15.2. Proposed changes shall be discussed between the Chairman of the BBC and the Chairman of S4C (or their representatives) and, if agreed, shall be incorporated by way of amendments to this Agreement.
- 15.3. Significant changes may be subject to public consultation, if the Parties agree.

**THIS DEED** is duly executed by the Parties hereto but remains undelivered until the day and year first before written.

SIGNED and delivered as a DEED by S4C  
acting by its authorised signatory:

SIGNED BY .....  
NAME .....

In the presence of: ..... (witness)  
Name: .....  
Address:.....

Signed and delivered as a DEED by the British Broadcasting Corporation  
acting by its authorised signatory:

SIGNED BY .....  
NAME .....

In the presence of: ..... (witness)  
Name: .....  
Address:.....

## Annex 1

### Format for S4C's Financial Assurance Report to be presented to the BBC

#### **1. Board's opinion: Regularity and Propriety**

The report shall set out the S4C Board's opinion regarding the regularity and propriety of the activities of S4C's Public Service Fund for the Period, and shall confirm the relevant accounting standards used by S4C.

#### **2. S4C's principal activities**

The report shall set out a description of S4C's principal activities during the Period and also the relevant statutory and other requirements governing the provision of S4C's services.

#### **3. S4C's structure and accountability**

The report shall set out a description of S4C's structure and accountability arrangements.

#### **4. Performance Assessment**

The report shall set out S4C's strategic priorities and the performance assessment framework approved by the S4C Board that is used to assess the performance of the S4C Services in delivering S4C's content strategy.

#### **5. Preparation of Financial Statements**

The report shall set out the requirements upon the S4C Board in relation to the preparation of its annual Financial Statement.

#### **6. Going Concern and Viability Statement**

The report shall set out the S4C Board's Viability Statement.

#### **7. Scope of the financial assurance**

The report shall set out the scope of the financial assurance being provided by the S4C Board.

#### **8. Income Received**

The report shall set out details regarding the total public income received by S4C during the Period.

#### **9. Annual Budget and Efficiency Programme**

The report shall set out information regarding the annual budget approved by the S4C Board.

#### **10. Public Service Fund Expenditure during the Period**

The report shall set out a summary of the expenditure of the Public Service Fund during the period, together with information regarding timing and variances to the approved budget.

#### **11. Assurance Framework**

The report shall set out the assurance framework used by the S4C Board designed to ensure the highest standards of financial stewardship and risk management.

#### **12. Provision of financial information to DCMS and the NAO**

The report shall note the relevant requirements relating to the provision of financial information to DCMS and the NAO and any financial information that has been provided during the Period.

**13. Exceptional Matters to Note**

The report shall include any exceptional matters that the Board is of the opinion should be brought to the BBC Board's attention.

## **Annex 2**

### **S4C/BBC Partnership Board**

#### **Terms of Reference**

In addition to the funding and accountability arrangements agreed between the BBC and S4C, the BBC Wales and S4C executives shall continue to develop a partnership between both organisations at executive level.

The Partnership Board, established by the 2013 Operating Agreement, tasked with delivering closer collaboration between the BBC and S4C shall continue to be the forum for this partnership.

The Terms of Reference of the joint Partnership Board are set out below.

#### **1. Authority**

The joint Partnership Board shall oversee the development and delivery of BBC-S4C partnerships, including efficiencies through joint working.

The Partnership Board may from time to time develop recommendations for the consideration of the respective management teams.

The deliberations, activities and decisions of the Partnership Board shall at all times be:

- consistent with the terms of this Agreement;
- subject to section 58 of the Broadcasting Act 1990 (as amended);
- consistent with the provisions of the BBC's Charter and Agreement; and
- consistent with the statutory provisions relating to S4C.

#### **2. Partnership Board Purpose and Remit**

The purpose of the Partnership Board is:

- 2.1 to develop areas of strategic collaboration between S4C and the BBC;
- 2.2 to identify and develop areas of creative collaboration between S4C and the BBC for the benefit of the audience;
- 2.3 to identify and explore opportunities for BBC-S4C efficiencies and develop recommendations for the consideration of the respective management teams;
- 2.4 to identify how to deliver collaborative ways of working which have been identified or approved by the S4C management board and the BBC Executive Committee (together, "the management boards");

- 2.5 to manage the operation of the TSA;
- 2.6 to support the work of the management boards in delivering efficiencies which fall within the remit of the Partnership Board. So as to aid cooperation between the BBC and S4C, the Partnership Board will also be informed of all initiatives that involve the BBC and S4C that may fall outside the remit of the Partnership Board. BBC Wales shall report to the BBC Board, and the S4C management board shall report to the S4C Board, on a regular basis on progress in delivering such efficiencies;
- 2.7 to share information on progress against the delivery of efficiencies and collaborative working practices which fall within the remit of the Partnership Board and all other elements of cooperation between the BBC and S4C; and
- 2.8 to share information on key strategic changes for either the BBC or S4C which may impact upon the other party.

### 3. Membership

The Partnership Board shall comprise an equal number of representatives from both organisations. From time to time, additional participants may be invited to discuss areas of particular interest.

### 4. Frequency and organisation

The Partnership Board meetings shall be held no less than once every three months. Responsibility for the organisation and chairing of each meeting shall rotate between BBC and S4C (to include preparation and distribution of all relevant paperwork). An agreed agenda shall be circulated a week prior to each meeting.

### 5. Procedure

The Partnership Board shall ensure that full written minutes of each meeting are maintained and endorsed as accurate at each subsequent meeting, copies of which will be made available to the BBC Board and the S4C Board.