

# **BBC Monitoring Scheme**

**March 2013**

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## **Introduction**

- A. BBC Monitoring consists of the monitoring and (where applicable) recording of media output which is openly available from around the world. In addition it includes the preparation and distribution of products such as reports and digests of international news, comment and information. BBC Monitoring provides its services in the public interest for the benefit of users, including contributing to the provision of news in BBC services; for the benefit of its key Government customers, who are the Foreign and Commonwealth Office, the Ministry of Defence and the Cabinet Office and the security and intelligence Agencies (“the Key Customers”); and for the benefit of other public authorities.
- B. In accordance with the BBC Charter of 2006 and the BBC Agreement dated 30 June 2006 (as amended on 23 March 2010, 11 February 2011 and 13 September 2011) (the “Agreement”), BBC Monitoring is to be provided in accordance with a scheme to be agreed between the BBC and the Key Customers (referred to in the Agreement as “relevant stakeholders”). This scheme is to govern the specification, management, operation and funding of the services to be provided, with the first scheme to take effect on 1 April 2013.
- C. Without limiting the scope of other matters which may be included, the Agreement sets out the matters which the scheme must cover, which include—
  - a. specification of the services to be provided out of the budget set and funded by the BBC, including from licence fee revenue;
  - b. confirmation that the BBC Trust is responsible for defining the position of BBC Monitoring within the BBC’s overall strategy and for approving the high-level strategy and budget for the Core Services (as defined below) for BBC Monitoring;
  - c. clarity that the BBC may not use licence fee revenue in the provision of any services that are not Core Services (except in the case of any such services requested by and provided to BBC users);
  - d. provision for agreeing changes to the Core Services and the resolution of disputes.
- D. The Agreement also states that the BBC must—
  - a. retain full editorial and managerial independence and integrity in the provision of BBC Monitoring, within the structure of the Charter and Agreement; and
  - b. maintain high standards of editorial integrity and quality, including observing any particular content standards applicable to the UK Public Services (within the meaning of the Agreement) to the extent that the Trust considers those standards relevant.
- E. This document sets out in full the terms of the scheme agreed between the BBC and the Key Customers and will take effect from 1 April 2013. It will continue at least until 31 December 2016 (which is the date when the BBC’s current Royal Charter comes to an end). The parties recognise that its continuation beyond that date is subject to the provisions of any new Royal Charter and Agreement and the terms on which the future funding of the BBC is secured.

**The British Broadcasting Corporation (“the BBC”), the Foreign and Commonwealth Office, the Ministry of Defence and the Cabinet Office and the security and intelligence Agencies (“the Key Customers”), together agree as follows:**

## **1. Definitions**

### 1.1. In this Scheme:

- 1.1.1. “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 contractual agreement made pursuant to clause 7;
- 1.1.2. “BBC Monitoring” means the part of the BBC which provides Monitoring Services;
- 1.1.3. “Core Services” has the meaning given in clause 2.1 and Annex A;
- 1.1.4. “Licence Fee Revenue” means the sums paid to the BBC under clauses 75(1) and 78 of the Agreement; and
- 1.1.5. “Monitoring Services” means the activities of monitoring and recording media output and the preparation and distribution of products such as reports and digests of international news, comment and information, as described in paragraph A above.

- 1.2. References to the Trust’s International Services Committee include references to any committee of the Trust to which relevant functions may from time to time be delegated by the Trust.

## **2. Core Services**

### 2.1. BBC Monitoring will make available, as Core Services:

- 2.1.1. the output (coverage and content) set out in Part 1 of Annex A for Priority 1, Priority 2 and Priority 3 countries (as defined in Annex B), respectively; and
- 2.1.2. the products described in Part 2 of Annex A.

### 2.2. Core Services will be funded by the BBC, including from Licence Fee Revenue.

### 2.3. Core Services may be of interest to both the BBC and Key Customers, or may be of interest to Key Customers alone.

## **3. General obligations of BBC Monitoring**

### 3.1. Subject to the specific provisions of this Scheme, 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 to focus in on countries in response to unforeseen international events or crises;
- 3.1.2. monitoring that is **timely** and **sufficient in volume**, i.e., Monitoring Services are delivered in a manner that:
  - 3.1.2.1. is timely, and in line with the priority scheme referred to in Annex A; and

- 3.1.2.2. yields sufficient volume of products to ensure the granularity of the material is sufficient to allow for the contextualisation of information, particularly by providing the appropriate mix of "gisting" and "words as spoken";
- 3.1.3. **"surgeable"**, i.e. 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;
- 3.1.4. **flexible**, allowing regular review of country coverage and priority levels over time, subject to resource constraints or the provision of funding under Additional Services;
- 3.1.5. **confidential**, giving adequate protection to communications both between Key Customers and between Key Customers and the BBC;
- 3.1.6. providing **appropriate customer account management**, including in particular facilities for Key Customers to discuss issues with BBC Monitoring or make more detailed enquiries of existing sources and Core Services, and to request Additional Services;
- 3.1.7. services and/ or products that are **adaptable**, as Key Customers benefit from BBC Monitoring's expert knowledge of sources and the media environment and new sources become available or sources become more or less important/influential;
- 3.1.8. material contained in Monitoring Services products that can 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).

#### **4. Editorial and managerial independence**

- 4.1. 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 is 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 after consultation with the Monitoring Consultative Group referred to in clause 15 below.
- 5.3. It is acknowledged and accepted by all Key Customers that BBC Monitoring has to undertake monitoring which, although not necessarily meeting Key Customer requirements, contributes to BBC Monitoring's burden-sharing agreement with its US partner, Open Source Center ("OSC") 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. “Surging” is a temporary boost to coverage and output in response to increased HMG interest, as defined in Annex C. This is a core feature, expected for Priority 1 countries and, where possible Priority 2 countries. Key Customers and the BBC may request surging. 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 with the Monitoring Consultative Group in accordance with the relevant provisions of Annex D and may result in that Group 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. Any 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 Monitoring Services which may be provided in addition to the Core Services but have to be funded in full from a source outside the budget for Core Services. They are therefore 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, but:
- 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 of Additional Services is understood to involve BBC Monitoring agreeing to meet a Key Customer requirement not covered by Core Services. It is therefore distinct from requests for minor changes to existing coverage or services, the provision of access to existing services, and the answering of queries which are handled through direct exchanges between Key Customers’ representatives and BBC Monitoring staff.
- 7.4. The commissioning and decommissioning of Additional Services should follow the process outlined below:
- 7.4.1. the UK Government will co-ordinate requirements for Additional Services through a single point of contact and will contact the BBC Monitoring 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).

7.4.2. 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 OSC) and respond within an agreed timescale.

7.5. The Additional Service will then be fully commissioned for an agreed timescale, reviewed at agreed points, and all agreements will be documented. There is an expectation that 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.

7.6. 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.

## **8. Key Customer 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 Customers' 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 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. All use of BBC Monitoring material in legal proceedings must be referred to BBC Monitoring for agreement.

9.5. Subject to paragraph 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 —
- 9.6.3.1. is being supplied only for the purposes of the particular project in question and may be used only for those purposes, and
  - 9.6.3.2. 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 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 11.2 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. Sensitive information**

- 10.1. Any Key Customer or the BBC ("the Designating Party") may designate information as sensitive.
- 10.2. The BBC and each Key Customer agrees that subject to any legal obligation of disclosure, none of its employees or agents will disclose any sensitive 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).
- 10.3. If the BBC or any Key Customer considers that the designation of any material deliberately restricts open dialogue between Key Customers and BBC Monitoring, those concerns should be raised initially with the Chairman of the Monitoring Consultative Group, who will seek to arbitrate.

## **11. Withdrawal of material by BBC Monitoring**

- 11.1. BBC Monitoring may require material it has published to be withdrawn. Without prejudice to the breadth of that right, such action may be necessary (for example) in order to avoid any infringement of third party rights or potential defamation or other legal problems in respect of the material or if in the BBC's reasonable opinion such an allegation is likely to be made.
- 11.2. If requested to do so in such cases, Key Customers will normally withdraw the material from their own records and remove it from their databases/systems; but where such action is not appropriate (e.g. for legal reasons), Key Customers will take prompt action to annotate their records and/ or databases/systems to indicate clearly that the material has been withdrawn by BBC Monitoring and should not be disseminated any further unless necessary for the discharge of legal responsibilities. If such material is not withdrawn by a Key Customer any further legal problems or potential claims would be at the Key Customer's risk.

## **12. Customer portal and system-to-system feeds**

- 12.1. BBC Monitoring will provide a customer portal and maintain agreed system-to-system feeds to Key Customers. Key Customers commit to providing appropriate technical liaison to support the delivery of BBC Monitoring products and manage changes to the interfaces between BBC Monitoring and Key Customers by way of these systems.

## **13. Disclosure duties**

- 13.1. 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 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**

- 14.1. Under the BBC Charter and the Agreement---
  - 14.1.1. the BBC Trust 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; and
  - 14.1.2. the BBC Executive has operational responsibility for BBC Monitoring.
- 14.2. Accordingly, it is for the BBC Executive to develop a draft high-level strategy for BBC Monitoring which it will present to the Trust for its consideration and, if satisfied, approval. Such a strategy should be framed in broad terms, and should normally cover a period of three years beginning with the date on which the Trust approves it (without prejudice to the ability of the Trust or the Executive to propose changes in the meantime as circumstances require).
- 14.3. As part of its annual process for approving the BBC's high-level budgets (see Section B of Protocol B1) the Trust will approve, in respect of BBC Monitoring, both—

14.3.1. high-level multi-year financial strategies; and

14.3.2. annual financial allocations.

14.4. The annual financial allocation set for BBC Monitoring shall be clearly-identifiable and separate, and once approved may not be increased or decreased without the consent of the Trust.

## **15. BBC Monitoring Working Group and Consultative Group**

15.1. A Monitoring Working Group (the "MWG") will be established. The MWG will meet once a quarter to examine coverage issues, changing country and thematic priorities and products, and quarterly performance reporting.

15.2. A Monitoring Consultative Group (the "MCG"), chaired by a nominee of the BBC, will convene twice a year to discuss the overall performance of BBC Monitoring. The terms of reference and membership of the MCG is set out in Annex D. Extraordinary meetings of the MCG can be requested by Key Customers or called by the BBC.

15.3. The MWG and the MCG will be advisory in nature. Any matters discussed but not resolved by the MWG may be referred to the MCG. Otherwise, disputes will be referred in the matter set out in clause 17.

## **16. Reporting and Escalation**

16.1. Every quarter, BBC Monitoring will provide Key Customers with a report on BBC Monitoring's performance, 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. Every six months, the Key Customers will evaluate BBC Monitoring's performance and services in the period covered, according to the framework set out below and in Annex C. A report of the review will be considered by the MWG and MCG and submitted to the BBC Trust (for noting).

16.3. At least once a year (and at more frequent intervals if circumstances make it appropriate), the Trust's International Services Committee will invite Key Customers to send one or more representatives to one of its scheduled meetings to discuss the performance of BBC Monitoring. Such meetings may also be attended by the BBC Executive.

16.4. The review of BBC Monitoring's performance 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
- Surgeable
- Flexible
- Confidential
- Adaptable
- Appropriate customer management
- Delivery

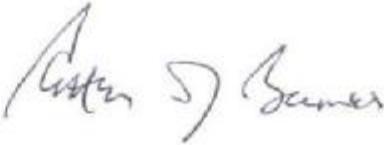
The table of measures may be found in Annex C.

- 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.

**17. Disputes**

- 17.1. Any dispute between one or more Key Customers and BBC Monitoring (whether arising out of the performance framework set out above and in Annex C or otherwise) shall wherever possible be resolved between BBC Monitoring and Key Customers.
- 17.2. If the issues remain unresolved they may be referred first to the MWG, and then to the MCG.
- 17.3. Issues that cannot be resolved by these means may be referred in writing to the BBC Trust.

**Signed by**

 <b>On behalf of the BBC, and</b>	<p>20. 03. 2013</p> <b>Date</b>
 <b>On behalf of Her Majesty's Government</b>	<p>21.3.2013</p> <b>Date</b>

## **List of Annexes**

- A. Definition of "Core Services" by Priority (not for publication)
- B. List of Countries by Priority (not for publication)
- C. Performance Measures
- D. BBC Monitoring Consultative Group Terms of Reference
- E. Escalation Process Example

## Annex C

	Priority 1	Priority 2	Priority 3
Global coverage	BBCM provides products and services in line with core services outlined in Annex A.	Ditto	Ditto
“Surgeable”	BBCM provides surge capability in response to Key Customer request on behalf of BBCM Working Group, with the definitions of the nature of the surge mutually agreed at the time	BBCM commits to discussing possibility of surge capability with Key Customer representative of BBCM Working Group. Surge could be provided if resources and other commitments allow, but is not guaranteed.	No guarantee of surge capability.
Flexible	BBCM commits to regular discussion of country and thematic priorities and themes at scheduled Key Customer meetings. Any changes mutually agreed will take place within timeframes agreed at the time	Ditto	Ditto
Confidential	Appropriate levels of confidentiality concerning Key Customer interaction are maintained	Ditto	Ditto
Adaptable	BBCM files from the full range of sources outlined in the relevant media environment guide, i.e. state and opposition TV, radio and press, and from the leading types of	BBCM files from a representative sample of traditional media, plus news agencies, as outlined in the relevant media environment guide, and, where	BBCM files from secondary sources

	social media.	resources and the news agenda allows, from social media	
Customer Management	BBCM met 90% of requests for specific pieces of output rather than requests for major shifts in coverage.	BBCM met 75% of requests for specific pieces of output rather than requests for major shifts in coverage.	BBCM met 50% of requests for specific pieces of output rather than requests for major shifts in coverage.
Delivery	BBCM was able to deliver material to Key Customers through system-to-system feeds and the Customer Portal 95% of the time.	Ditto	Ditto

## Annex D

### **MONITORING CONSULTATIVE GROUP - TERMS OF REFERENCE**

#### **Purpose**

1. The Monitoring Consultative Group (MCG) is responsible for:-
  - a. Discussing BBC Monitoring's (BBCM) strategic direction
  - b. Discussing (annually) the elements of coverage, products and delivery comprising each of the three priority levels priorities (see Annexes A and B) and any changes to Key Customers' interests with a view to proposing to BBCM changes to Core Services (which proposals BBCM will use reasonable endeavours to accommodate, subject – in particular – to resource constraints)
  - c. Reviewing BBCM's performance and resolving any issues from the BBCM Working Group performance assessment.

#### **Timing**

2. The MCG will be held twice a year.
3. Extraordinary meetings of the MCG can be requested by Key Customers or called by the BBC.

#### **Membership**

4. The MCG is chaired by the BBC.
5. Other members are drawn from:-
  - MoD**
  - GCHQ**
  - Security Service**
  - SIS**
  - FCO**
  - Cabinet Office**

The following will also attend meetings:-  
Director, **BBC Monitoring**

6. The Secretariat will be provided by the BBC.
7. The Board will be supported by the Monitoring Working Group (MWG) which will be chaired by the BBC. This Group will be tasked by the BCG as necessary.

**Annex E**

Illustrative example of escalation procedure:

