



Directorate-General for Communication

Editorial Charter for European Union Contract

1. GENERAL PROVISION

The Contractor shall be independent of any instruction, pressure or request from any EU institution, any EU Member State or any other state or institution in all matters concerning the content of its 'EU services' as defined by the Contract.

Definitions:

'EU institutions' means all the institutions of the European Union as defined by the Treaties.

'EU services' means the services and programmes on EU matters provided under this contract.

2. PROGRAMME CONTENT

2.1. Without prejudice to the generality of clause 4, the Contractor undertakes to provide and keep under review the EU services with a view to the maintenance of high general standards in all respects (and in particular in respect of their content, quality and editorial integrity) and to their offering a wide range of topics (with regard both to the programmes as a whole and to the days of the week on which, and the times of the day at which, the programmes are broadcast), meeting the needs and interests of audiences, in accordance with the requirements specified in sub-clause 2.2.

2.2. The requirements referred to in sub-clause 2.1 are that EU services:

- (a) Aim at selecting, checking and disseminating information about the EU;
- (b) Support and reflect EU cultural diversity;
- (c) Contain comprehensive, authoritative and impartial coverage of news and current affairs in the EU and throughout the world when having an EU dimension, as well as of informed debates at regional, national and EU levels;
- (d) Contain background and explanatory programmes;
- (e) Contain programmes which focus on the impact of EU policies, decisions and actions on the lives of EU citizens and reflect the concerns of both regional and national audiences;

2.3. The Contractor shall present an impartial account prepared or commented by professional reporters of the proceedings of the European Parliament, the Council of Ministers of the EU, the European Councils, the European Commission or other EU institutions and bodies.

3. OBJECTIVES FOR EU SERVICES

The Contractor shall:

3.1. Publish on its website and make available to anybody who requires it an annual statement of promises to audiences describing its EU services, standards and objectives;

3.2. Report in reasonable detail on the performance of the Contract in an annual report presented pursuant to the Contract as appropriate and, in particular, publish on its website an account of:

- (a) How the Contractor is meeting its published standards and objectives concerning the main programme services and types provided as part of EU services;
- (b) The editorial standards appropriate to EU services, the measures taken to ensure compliance with such standards and the extent to which the Contractor has complied with such standards;
- (c) The research and consultation undertaken during the year to ascertain the needs and interests of the audiences of EU services, together with a summary of the main findings;
- (d) The subject matter and handling of complaints from such audiences indicating the proportion which was upheld.

4. PROGRAMME STANDARDS

4.1. The Contractor shall do all it can to ensure that all programmes broadcast or transmitted by or on behalf of or under licence from the Contractor as part of EU services:

- (a) Provide a properly balanced service consisting of a wide range of topics;
- (b) Are broadcast at the times provided for in the Contract or, if not provided for in the Contract, at appropriate times;
- (c) Treat controversial subjects with due accuracy and impartiality, both in the Contractor's news services and in other more general programmes dealing with topics of public policy or of political or industrial controversy;
- (d) Do not include anything which could offend good taste or decency, or is likely to encourage crime or lead to disorder, or could offend those watching or listening;
- (e) Do not involve improper exploitation of any susceptibilities of those watching or listening or any abusive treatment of the religious views and beliefs of those belonging to a particular religion or religious denomination;
- (f) Do not include any technical device which, by using images of very brief duration or by any other means, exploits the possibility of conveying a message to, or otherwise influencing the minds of, persons watching EU services without their being aware, or fully aware, of what has occurred.

4.2. The Contractor shall:

- (a) Draw up, and review at least once a year, a code giving guidance as to the rules to be observed in connection with the application of paragraph 4.1 in relation to its EU services;
- (b) Do all that it can to ensure that the provisions of the code are observed in the provision of services and programmes (the Contractor may adopt different provisions in the code for different cases or circumstances).

4.3. The rules specified in the code referred to in sub-clause 4.2 shall, in particular, take account that due impartiality should be preserved on the part of the Contractor as regards major matters falling within paragraph 4.1 as well as matters falling within that provision taken as a whole;

4.4. The rules shall, in addition, indicate, to such extent as the Contractor considers appropriate:

- (a) What due impartiality does and does not require, either generally or in relation to particular circumstances;
- (b) The ways in which due impartiality may be achieved in connection with programmes of particular descriptions.
Those rules shall, in particular, indicate that due impartiality does not require absolute neutrality on every issue or detachment from fundamental democratic principles.

5. RESEARCH

The Contractor shall make appropriate arrangements to undertake a research and development programme to ascertain the needs and interests of the audiences of EU services, which it may operate both within the Contractor and in collaboration with universities, businesses and others, as it sees fit.

6. ETHICS

6.1. The Contractor shall not offer nor give nor agree to give to any person in the EU institutions any gift or consideration of any kind as an inducement, or reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the obtaining or execution of this or any other Contract or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract or Convention;

6.2. Any breach of this condition by the Contractor or by anyone employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by the Contractor or acting on its behalf in relation to this Contract might entitle the Commission, after an appropriate contradictory procedure, to recover from the Contractor the amount or value of any such gift, consideration or commission