



## Your Offer Letter

Lord Hall of Birkenhead CBE  
CEO, Royal Opera House  
Covent Garden  
WC2E 9DD

30 November 2012

Dear Lord Hall

I am pleased to confirm that the BBC Trust would like to offer you the position of Director-General with the BBC.

This letter confirms our offer of employment to you so please carefully read the terms of this letter and, as your role will be at executive level, the terms set out in the *BBC Obligations (Annex 1)* and the further details of your *Executive Benefits (Annex 2)*. Once you have read and understood the documents, to signify your agreement please sign the documents where specified and return a copy to Lucy Adams, Director, Human Resources, at the address specified at the end of this letter.

### Your Role

Your position will be Director General and, subject to the terms of your contract, your appointment will be on a continuing contract basis.

The Director-General is also currently the Chairman of the BBC Executive Board. The appointment of the Chairman of the BBC Executive Board is a decision that is made by the BBC Trust and therefore your holding of the position of Chairman of the BBC Executive Board may in principle, change over the course of your employment.

### Start Date

Your start date is 2 April 2013.

### Staff Number

Your staff number will be provided to you. Your staff number is your unique identification number during your time with the BBC so please keep a note of it.

### Reporting Line

You agree to report to such person(s) as the BBC from time to time directs. This will be the Chairman on behalf of the BBC Trust, but in principle this may change over the course of your employment with the BBC.

### Location

Your normal place of work will be London.

You may have to travel in order to perform your duties, both within the United Kingdom and abroad, and this offer is premised on your agreement to travel.

### Hours

Fixed hours are not part of this contract. Essentially, you must work the hours necessary to properly perform your duties, and as such the hours you work are your responsibility.

### Salary

Your salary on taking up this position will be £450,000 per year to be paid into

your bank account on a monthly basis on or about the 15<sup>th</sup> of each month.

<b>Salary Review</b>	Subject to what we say in this clause, salaries are normally reviewed annually in August provided you are not working under notice. However, you should note that a review does not commit the BBC to any increase. You should also note that there is currently a freeze on the salary of any member of the Management Board or Executive Board.
<b>Expenses</b>	<p>We will reimburse your expenses reasonably incurred in performing your duties, under the terms of the applicable policies. These expenses should be reclaimed on a monthly basis.</p> <p>You should familiarise yourself with the <u>BBC Expenses Policy</u>. You can find a <u>Summary of the Expenses Policy for Senior Managers</u> within the attached <i>Senior Manager Policies</i> document.</p>
<b>Deductions</b>	You will allow us to deduct from any sums due to you at any time any amount that is due from you to us, for instance overpayments of salary or any fines incurred by you and paid by us.
<b>Benefits</b>	You will be entitled to the additional benefits set out in Annex 2.
<b>Conditions</b>	<p>Employment with us is conditional on you:</p> <ul style="list-style-type: none"><li>• having and maintaining the right to work in the United Kingdom and having provided us with appropriate evidence of this. You agree to notify the BBC immediately if you cease to be entitled to work in the UK at any time during your employment with the BBC;</li><li>• being in our view medically fit to carry out your role fully and attending medical examinations as requested;</li><li>• accepting the documentation requested in this letter fully, and accurately; and</li><li>• not being in breach of any court order or any other legal obligation in entering into employment with us.</li></ul>
<b>Term</b>	Subject to earlier termination as set out elsewhere within this contract, we may terminate your employment by giving you not less than 6 months' notice in writing. If you wish to terminate your employment you must give us 6 months' notice in writing.
<b>Termination</b>	<p>If you are away from work for medical reasons for a total of three months in any 12 month period, we may terminate your employment on your applicable notice, less any period of time during which we have paid you more than SSP.</p> <p>Notwithstanding any other provision we may terminate your employment immediately without notice and without making any further payments to you if, in light of your responsibilities and senior position at the BBC, we believe you:</p> <ul style="list-style-type: none"><li>• have committed any act of dishonesty or provided false or misleading information;</li></ul>

- have committed any serious default or misconduct in the performance of your duties;
- are negligent and/or incompetent in the performance of your duties;
- have failed to comply with any reasonable instructions;
- have done anything, whether within or outside the course of this employment, which in our opinion adversely affects or might adversely affect the business, interests or reputation of the BBC or any member of the BBC Group; and/or

if

- you become prohibited by law from being a director;
- you resign your office as a director of the BBC and/or of any member of the BBC Group without the prior agreement of the relevant board; and/or
- you become bankrupt or make any arrangement or composition with your creditors generally.

**Payment in Lieu of Notice**

The BBC may, at our discretion, terminate your employment at any time with immediate effect by paying you basic salary only in lieu of all or any outstanding period of notice. You will not be entitled to receive payments in respect of any benefits in addition to your basic salary, such as allowances, pension contributions, or any annual leave that would have accrued during your notice period.

**Garden Leave**

If notice has been served by either of us, the BBC may require you not to attend for work or undertake any duties (referred to as “**Garden Leave**”). During any period of Garden Leave, you agree not, without the prior written consent of your line manager, to enter any BBC Group premises (BBC Group is defined in the Executive Obligations), contact or deal with any officer, employee, consultant, client or supplier of the BBC Group, or anybody under contract to any member of the BBC Group, in an artistic or performing capacity or otherwise. During any period of Garden Leave, we will continue to pay you your salary and other contractual benefits in the usual way. You will continue to owe all your duties as an employee during Garden Leave and you agree to ensure that we are able to contact you for business reasons and that you will undertake any duties assigned to you during such period.

**Suspension**

We may suspend you on full pay (including contractual benefits) for so long as we consider necessary in order to conduct any inquiry into any actual or alleged actions or omissions on your part and, where appropriate, to hold a disciplinary hearing. In the alternative, the BBC may temporarily adjust your duties during such period.

**Policies**

You will be expected to observe and abide by the BBC’s policies, guidelines, handbooks, procedures, rules and regulations as updated from time to time (including those found on the BBC’s intranet, Gateway) in so far as they do not conflict with the terms of your employment, and failure to do so could result in disciplinary measures being taken against you. However, the BBC’s policies (including Agreed Statements and Employment Policies), guidelines, handbooks,



procedures, rules and regulations as updated from time to time do not, unless you are otherwise advised directly in writing, form part of the terms of your employment and do not give rise to any contractual entitlements on your part.

**Health &  
Disability**

If you develop a medical condition or disability during your employment that could affect your ability to carry out your role or put others at risk you must advise your manager as soon as possible.

**Sickness**

If you are absent and unable to work for medical reasons, you may be eligible to be paid your full salary including contractual benefits for up to 65 working days' absence (pro rata for part time work) in aggregate in any 12 month period and provided you have complied with the applicable policies. Payments are at the BBC's discretion and any payments made by us shall be inclusive of your entitlement to Statutory Sick Pay ("**SSP**").

Whilst the BBC's Agreed Statements and Employment Policies do not form part of your contract of employment, the procedures as set out in the *BBC Health and Sickness Absence Policy*, as amended from time to time, apply to you so far as they do not conflict with the terms of your employment. They are, however, policy only and do not give rise to any contractual entitlement on your part.

If you seek damages from a third party who you believe is responsible for your incapacity, you agree to use all reasonable endeavours to recover damages from them for lost earnings over any period during which we have paid you more than SSP, and to repay to us the damages you recover for this, less any reasonable costs you incur in doing so. You agree to keep us informed of the commencement, progress and outcome of any such claim.

If we should have concerns about your capacity to perform your duties for any health reason and/or we want to seek medical advice regarding any disability and/or health condition that you may have, we may ask you to undergo a medical examination by our doctor(s), and you agree to co-operate with and consent to our request, and to our receiving reports from them.

**Declaration of  
Personal Interests**

It is agreed that whilst you work for the BBC you will abide by the *BBC Declaration of Personal Interests Policy* and complete a Declaration of Personal Interests Form as required and update this form if your circumstances change at any time during your employment.

**Editorial  
Guidelines**

As an employee, you contribute to our work producing compelling content and services, so it is essential that your decisions and actions are in the interests of the BBC and its values.

To help you with this you agree to familiarise yourself with the *BBC Editorial Guidelines*. You are required as part of your duties to observe and abide by the BBC's Editorial Guidelines, as varied from time to time. Failure to work within the Editorial Guidelines is regarded as a serious disciplinary matter and could place your continued employment with the BBC at risk.


<b>Purchasing</b>	If you are required, as part of your role, to purchase goods and services you must comply with the <u>BBC's Purchasing Rules</u> .
<b>Health &amp; Safety</b>	You are responsible for complying with such standards of health and safety as are appropriate in the circumstances of your employment. The BBC's current safety regulations may be found on the BBC <u>myRisks</u> site.
<b>Contract of Employment</b>	This letter together with the BBC Obligations (Annex 1) and Schedule of Benefits (Annex 2) constitute the entire agreement relating to your employment with the BBC, superseding any such previous agreements, and you confirm that you are not entering into this employment in reliance on any other representations.
<b>Changes to Terms and Conditions</b>	The BBC may make reasonable changes to the terms and conditions of employment. You will be deemed to have accepted any changes unless you notify the BBC to the contrary within one month of any changes.
<b>Governing Law</b>	This contract is governed by the Laws of England and Wales.

Please do not hesitate to telephone me should you have any questions regarding any aspect of this offer.

Yours sincerely



**Lucy Adams**  
 Director, Human Resources  
*For and on behalf of the BBC on the 30 November 2012*

I, Lord Hall of Birkenhead CBE, have read and accept the terms and conditions as detailed in this offer letter	
Signature	
Date	12/2/13

Please return your signed offer letter and contract and other enclosed forms requiring your signature to the following address:

Lucy Adams  
 Director, Human Resources  
 BRITISH BROADCASTING CORPORATION  
 Broadcast Centre (BC2 D4 M1), 201 Wood Lane, London, W12 7TP





## Annex 1

### BBC Obligations

**THIS IS A DEED ENTERED INTO BETWEEN:** The British Broadcasting Corporation, a corporation established by Royal Charter, of Broadcasting House, Portland Place, London W1A 1AA, which includes the BBC Home Services Group and BBC World Service (the “BBC”)

and

Lord Hall of Birkenhead CBE of

(“you” and/or “your”)

#### 1. Generally Applicable Definitions

For the purposes of your contract of employment the following words and expressions shall have the following meanings:

“**Appointment**” means your engagement under your contract of employment with the BBC.

“**BBC Group**” means the BBC, BBC Worldwide Limited, BBC Studios & Post Production Limited, and any of its or their subsidiaries within the meaning of Section 736 Companies Act 1985 (or any future legislation which re-enacts such legislation) and any other company or legal entity over which the BBC (either alone or in conjunction with any connected person) has control for the time being within the meaning of Section 840 of the Income and Corporation Taxes Act 1988 (individually referred to below as members of the BBC Group or BBC Group member).

“**BBC Trust**” means the BBC Trust, as appointed under Royal Charter from time to time.

“**Deed**” means this Annex 1 of your contract of employment (BBC Obligations).

“**Executive Board**” means the Executive Board of the BBC.

#### 2. Protection of Goodwill

2.1 For the purposes of this Clause 2 and generally the following words and expressions shall have the following meanings:

“**in any Capacity**” means either alone or jointly with or on behalf of any person, directly or indirectly, as principal, partner, agent, shareholder, director, employee, consultant or otherwise;

“**Restricted Person**” means a person who is or was in the period of 12 months prior to the Termination Date, or, if the BBC exercises its discretion to place you on Garden Leave, the date on which such Garden Leave begins, employed by the BBC or any other member of the BBC Group or engaged as a consultant by the BBC or any other BBC Group member (directly or indirectly), in either case in a senior executive or a senior technical or senior advisory capacity in the Restricted Business, or who is an artiste, performer or contributor engaged under contract to or employed by the BBC or any other member of the BBC Group during that period, and with whom you had dealings in the course of your duties during that 12 month period (For the avoidance of doubt, “senior executive”, “senior technical” or “senior advisory” capacity roles shall encompass the following grades of management: 9, 10, 11, SM1, SM2, and members of the Executive Board and BBC Management Board, and SENEX and Divisional Director grades at BBC Worldwide).

“**Restricted Business**” means the business of the BBC and that of any other BBC Group member with which in either case you were required by the BBC to be concerned or for which you were responsible at any time during the 12 months immediately prior to the Termination Date, or, if the BBC exercises its discretion to place you on Garden Leave, the date on which such Garden Leave begins, or in relation to which you are, by reason of your Appointment, in possession of Confidential Information.

	<p><b>"Restricted Customer"</b> means any firm, company or person who, during the 12 months prior to the Termination Date, or, if the BBC exercises its discretion to place you on Garden Leave, the date on which such Garden Leave begins was a customer of or in the habit of dealing with the BBC or any other member of the BBC Group and with whom in either case during such period you had business dealings in the course of your duties or in relation to whom you are, by reason of the Appointment, in possession of Confidential Information.</p> <p><b>"Termination Date"</b> means the date on which your Appointment terminates.</p>
2.2	<p>You acknowledge that:</p> <ul style="list-style-type: none"> <li>a) the information gained by you in the performance of your duties is not or may not be known by the general public or by the majority of those engaged in the business of broadcasting and in particular persons not in the employment of the BBC or of any other member of the BBC Group; and</li> <li>b) by virtue of any previous employment with the BBC and/or any other member of the BBC Group and/or your Appointment you have obtained and/or will obtain Confidential Information (as defined below) which belongs exclusively to, and is of substantial value to the BBC and/or to one or more other members of the BBC Group and had contact and dealings with firms, persons and companies who are or have been customers of or in the habit of dealing with the BBC or one or more other members of the BBC Group,</li> </ul> <p>and that accordingly you agree to be bound by this Clause 2 in order to protect the legitimate interests of the BBC and relevant members of the BBC Group and you hereby covenant with the BBC for itself and as trustee and agent for each member of the BBC Group in the terms of sub-clauses 2.3 to 2.6 below.</p>
2.3	<p>You shall not in any Capacity during your Appointment or at any time during the period of 12 months following the Termination Date in competition with the BBC or any members of the BBC Group:</p> <ul style="list-style-type: none"> <li>a) offer employment to or employ or offer or engage under any contract for services or solicit the employment or engagement of; or</li> <li>b) procure or assist any third party so to offer, employ, engage, or solicit</li> </ul> <p>any Restricted Person (whether or not such person would commit any breach of his or her contract with the BBC or any member of the BBC Group). For the purposes of the foregoing, engagement shall include engagement through a company making available the services of the individual or individuals concerned.</p>
2.4	<p>You shall not, without the BBC's prior written consent, at any time during the period of 6 months following the Termination Date be engaged, concerned or interested in any Capacity in any business concern which is (or intends to be) in competition with the Restricted Business.</p>
2.5	<p>You shall not at any time during the period of 12 months following the Termination Date:</p> <ul style="list-style-type: none"> <li>a) be engaged, concerned or interested in any Capacity in the provision of goods or services to (or otherwise have business dealings with) any Restricted Customer; or</li> <li>b) directly or indirectly solicit or canvas business from or interfere with or accept orders from any Restricted Customer;</li> </ul> <p>in the course of any business concern which is in competition with the Restricted Business.</p>
2.6	<p>You shall not, at any time, after your Termination Date, represent yourself as connected with or any member of the BBC Group in any Capacity.</p>
2.7	<p>None of the restrictions set out in sub-clauses 2.3, 2.4 and 2.5 shall prevent you from:</p>



	<p>a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (other than a competitor), whether or not it is listed or dealt in on a recognised investment exchange; and/or</p> <p>b) being engaged, concerned or interested in any business concern insofar as your duties or work shall relate solely to geographical areas where such business concern is not in competition with any Restricted Business.</p>
2.8	If the BBC exercises its right to place you on Garden Leave, then the period of the post termination restrictions in sub-clauses 2.3, 2.4 and 2.5 shall be reduced by any time spent by you on Garden Leave.
2.9	If you receive an offer to be involved in a business concern in any Capacity during the Appointment, or prior to the expiry of the covenants in this Clause 2, you shall give the person making the offer a copy of this Clause 2 and shall inform the BBC of the identity of that person as soon as possible after accepting the offer.
2.10	You fully understand the meaning and effect of the covenants given by yourself at sub-Clauses 2.3 to 2.5 (and have had an opportunity to take legal advice on the same), and you confirm that you acknowledge and accept that such sub-clauses are fair and reasonable (in terms of duration, extent and application) in all the circumstances.
2.11	Each of the restrictions in this Clause 2 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
2.12	You will, at the request and expense of the BBC, enter into a separate agreement with any member of the BBC Group in which you agree to be bound by restrictions corresponding to those restrictions in this Clause 2 (or such of those restrictions as may be appropriate) in relation to that member of the BBC Group.
2.13	For the purposes of this Clause 2, if, prior to the Termination Date or, if the BBC exercises its discretion to place you on Garden Leave, the date on which such Garden Leave begins, you have been employed by the BBC for a period less than 12 months, then the period of 12 months referred to in the definitions of "Restricted Person", "Restricted Business" and "Restricted Customer" shall be reduced to the period you have been employed by the BBC as at the Termination Date or the date on which Garden Leave begins as applicable.
<b>3. Confidentiality and Intellectual Property</b>	
3.1	<p>For the purposes of this Clause 3 and generally the following words and expressions shall have the following meanings:</p> <p><b>"Confidential Information"</b> means all information of a confidential nature concerning the affairs or business or products or services of the BBC or any member of the BBC Group including as set out below:</p> <p>For the purposes of this Clause 3, and by way of illustration and not limitation, information will prima facie be secret and confidential if it is not in the public domain, is confidential and relates to any or all of:</p> <ul style="list-style-type: none"> <li>a) research and development;</li> <li>b) customers or clients and details of their particular requirements;</li> <li>c) suppliers and their production and delivery capabilities;</li> <li>d) costings, revenue, profit margins, discounts, rebates and other financial information;</li> <li>e) business strategies, marketing strategies and tactics, business plans, forward plans and</li> </ul>



	<p>business performance;</p> <ul style="list-style-type: none"> <li>f) current activities, and current and future plans relating to all or any of programming, development, production, services or sales including the timing of all or any such matters;</li> <li>g) the development of new products, programmes or services;</li> <li>h) production or design secrets;</li> <li>i) technical design or specifications of the BBC's products, programmes or services or those of any member of the BBC Group;</li> <li>j) the employment and/or severance terms and conditions regarding any of the BBC's employees, ex-employees, officers, agents or workers, or those of any member of the BBC Group, including the Executive Board and yourself, or any contractor or service provider with whom the BBC or member of the BBC Group has dealt during your Appointment including, on screen or on air talent, or other contributors to programmes, products or services;</li> <li>k) programme scheduling;</li> <li>l) joint venture agreements including charging arrangements;</li> <li>m) negotiation, compliance or implementation of UK and/or European Union Regulations;</li> <li>n) communications with governments or governmental regulatory bodies (UK and Foreign);</li> <li>o) licence fee reviews;</li> <li>p) charter renewal negotiations, dates and/or agreements;</li> <li>q) major commercial or rights contracts, negotiations relating to them and their value; and</li> <li>r) grant in aid contracts, registrations and their value.</li> </ul> <p>This list is not exhaustive.</p> <p>Confidential Information shall also include information of a confidential nature which belongs to third parties such as suppliers, agents, employees, or customers to whom the BBC is under an obligation.</p> <p><b>"Intellectual Property Rights":</b> means copyright and related rights, trade marks, trade names and domain names, rights in goodwill, get-up, or passing-off, rights in designs, rights in computer software, database right, patents and rights to inventions, rights in confidential information (including know-how and trade secrets), performer's rights and any other intellectual property rights in each case in any part of the world and whether registered or unregistered and including all applications for and renewals or extensions of such rights.</p>
3.2	<p>You acknowledge that in the course of your employment you will have access to Confidential Information. You have therefore agreed to accept the restrictions in this Clause 3.</p>
3.3	<p>During your Appointment or at any time following the Termination Date without limit, in addition to all obligations of confidentiality to which you are subject by general law, you will not use or exploit except for the benefit of the BBC or, with the written consent of the BBC, any relevant member of the BBC Group or disclose to any third party any Confidential Information except:</p> <ul style="list-style-type: none"> <li>a) during your Appointment in the performance of your duties;</li> <li>b) with the express written consent of the BBC;</li> <li>c) in compliance with an order of a court; or</li> <li>d) where the Confidential Information is in the public domain (otherwise than through your default).</li> </ul>
3.4	<p>You shall during your employment;</p> <ul style="list-style-type: none"> <li>a) use all reasonable endeavours to prevent the unauthorised use or disclosure of any Confidential Information by any other officer, employee or contractor of the BBC or member</li> </ul>

	<p>of the BBC Group or otherwise; and</p> <p>b) be under an obligation promptly and fully to report to the BBC any such unauthorised use or disclosure of any Confidential Information that comes to your knowledge.</p>
3.5	<p>You must promptly disclose to the BBC all ideas, works, inventions or designs (including without limitation concepts, formats and names, and technical, business or financial procedures) which are made, discovered or devised by you (either alone or with others) during the term of this Appointment or in consequence of your work for the BBC or any member of the BBC Group, whether or not created in the course of your employment (the "<b>Works</b>"). Such disclosures shall be treated as confidential and subject to the confidentiality obligations in Clause 3.</p>
3.6	<p>All proprietary and Intellectual Property Rights (save for patents and inventions) arising from the Works shall belong to the BBC (unless otherwise expressly agreed in writing with the BBC) and you hereby assign such rights to the BBC. Rights to any inventions made during the course of this Appointment shall belong to the BBC in accordance with the provisions of the Patents Act 1977. In that context you acknowledge that because of the nature of your duties and the particular responsibilities arising from them you have a special obligation to further the interests of the BBC. You must do all things reasonably required of you by the BBC, including without limitation the execution of all documents required by the BBC to enable the BBC to apply for, register, assert and maintain protection of such Intellectual Property Rights.</p>
3.7	<p>You will not make any application for any Intellectual Property Right arising from the Works (in particular to register titles as trade marks) and you will not oppose any BBC or any BBC Group trade mark applications made by or on behalf of the BBC or any member of the BBC Group arising from the Works. You will not knowingly do or procure the doing of anything to imperil the registrability, validity or enforceability of any Intellectual Property Rights of the BBC or those of any member of the BBC Group.</p>
3.8	<p>For the avoidance of doubt the BBC and/or any relevant member of the BBC Group has the right to edit, alter and adapt the Works and you waive any moral rights which may arise under the Copyright, Designs and Patents 1988, and all similar rights in other jurisdictions, relating to any copyright in the Works.</p>
3.9	<p>All members of the BBC Group shall be entitled without your further consent by any means now known or invented in future (a) to record any performance of any kind which you may at any time during the term of the Appointment at the request of the BBC give in any of the BBC's programmes (whether broadcast or not) and (b) to reproduce or transmit or authorise others to reproduce or transmit a record of any such performance at any time whether during or after the termination of the Appointment. The terms of any performance made outside normal duties under your contract of employment shall be governed by the appropriate form of contract required by the BBC's regulations at the time in question. Further, and in addition, you now give to the BBC and the BBC Group members all and any necessary consents under Part II of the Copyright Designs and Patents Act 1988 as amended or updated in future and all other performers' consents under any present or future law or legislation in force in any part of the world to enable the BBC or the relevant BBC Group member to make the fullest use of your performances.</p>
3.10	<p>You hereby irrevocably appoint the BBC to be your attorney to execute any such instrument and to do any such thing and generally to use your name for the purpose of giving the BBC or the relevant member of the BBC Group or its/their nominee(s) the benefit of this Clause 3. You acknowledge in favour of a third party that a certificate in writing signed by any authorised person on behalf of the BBC that any instrument or act falls within the authority conferred by this Clause shall be conclusive evidence that such is the case. The BBC shall be entitled to exercise as trustee and agent for and on behalf of any member of the BBC Group and any other company falling within the definition of the expression "BBC" for the purposes of Clauses 3.6 to 3.8 above any rights and entitlements which any such member of the BBC Group or other company may have for the time being under this Clause.</p>



#### 4. Duties during the Appointment

4.1	<p>During the Appointment you shall:</p> <ul style="list-style-type: none"><li>a) devote the whole of your working time and attention to your duties;</li><li>b) diligently exercise such powers and perform such duties as may from time to time be assigned to you or vested in you by the BBC or any member of the BBC Group and do nothing to harm, or which is likely to harm, the BBC or any member of the BBC Group its or their interests or reputation;</li><li>c) comply with all lawful and reasonable instructions and promptly provide such explanations, information and assistance as to your activities or the business of the BBC and any member of the BBC Group as may reasonably be required;</li><li>d) use your best endeavours at all times to promote and protect the interests of the BBC and the BBC Group as a whole;</li><li>e) report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the BBC or of any member of the BBC Group to your manager; and</li><li>f) so far as you are able, procure and/or assist the members of the BBC Group to comply with any duty imposed upon it or them.</li></ul>
4.2	<p>You recognise and acknowledge that your position under the Appointment is one of trust and confidence and that you shall have access to Confidential Information. This is a key position in which you have a special obligation to further the interests of the BBC and the BBC Group as a whole.</p>
4.3	<p>You shall at all times give to the BBC and to the auditors of the BBC or any member of the BBC Group all such information, explanations, data and assistance as they may require in connection with the business, transactions and affairs of the BBC or any relevant member of the BBC Group.</p>

#### 5. Activities outside work/Conflict of Interests

5.1	<p>You will not, without the BBC's prior written consent, during your Appointment:</p> <ul style="list-style-type: none"><li>a) be employed or perform services for another entity or person or be self employed in any other business activity except that you may hold an interest of up to 5 per cent of the shares or securities of any company (other than a competitor of the BBC or any member of the BBC Group) whose shares are listed or dealt on a recognised stock exchange;</li><li>b) engage in activities outside work which the BBC believes are likely to interfere, conflict (actually or potentially) or compete with the proper performance of your duties or the business of the BBC or any member of the BBC Group or which place the BBC or any member of the BBC Group in a position whereby it is and/or they are in the opinion of the BBC, brought or is/are likely to be brought into disrepute or its or their reputation for impartiality is/are likely to be affected (irrespective of whether or not the BBC or relevant member of the BBC Group is actually brought into disrepute or its reputation is/are actually affected). In case of doubt you should seek the prior written consent of your HR manager before entering into or commencing any additional employment or appointment (whether voluntary, charitable or otherwise); and/or</li><li>c) engage in any political activities.</li></ul>
5.2	<p>You will not during the Appointment introduce to any other person, firm or company or divert away from the BBC or any member of the BBC Group either for the actual or potential benefit (whether directly or indirectly) of yourself or any other person, firm or company, business or business opportunity of any kind with which the BBC and/or any member of the BBC Group is/are able to deal.</p>
5.3	<p>Subject to any regulations which may apply to you from time to time, you shall not receive directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of</p>

	the BBC or any member of the BBC Group. If you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement you shall immediately account to the BBC (on its own behalf or as trustee and agent for any affected BBC Group member) for the amount received by you or the amount received by such firm or company.
5.4	Without prejudice to your other obligations under this Clause, you will draw promptly to the attention of the BBC any information in your possession which indicates that the business, interests or reputation of the BBC or any member of the BBC Group are being or are about to be significantly prejudiced - for example, by an employee or team of employees planning to join a competitor and/or misusing or planning to misuse Confidential Information; by an employee and/or team of employees and/or a third party breaching or planning to breach the BBC's commercial or Intellectual Property Rights or those of any member of the BBC Group.
<b>6. BBC Editorial Guidelines</b>	
	You are required as part of your duties to observe and abide by the <u>BBC's Editorial Guidelines</u> as varied from time to time. Failure to work within the Editorial Guidelines is regarded as a serious disciplinary matter and could place your continued employment with the BBC at risk.
<b>7. Press and Public Relations</b>	
7.1	The text of any press release made by you or by the BBC and the text of any other communication to be published by or in the media prior to or during the period of your Appointment and which concerns your Appointment shall require the approval of the BBC.
7.2	You will not, without the prior written consent of the BBC, whether during the period of your Appointment or within 2 years following the Termination Date, write for publication or make any public statement about the BBC or its affairs.
7.3	You shall not at any time whether during the period of your Appointment or following your Termination Date make any untrue or misleading statement in relation to the BBC, any member of the BBC Group, or any of its or their employees or officers.
7.4	You shall not at any time during the period of your Appointment or within 2 years following the Termination Date make any derogatory or unfavourable public remark or statement whether orally or in writing with regard to the BBC, member of the BBC Group, member of the BBC Trust, member of the Executive Committee, employee, customer, client or supplier of the BBC and/or member of the BBC Group.
7.5	Nothing in your contract of employment, including this Deed, shall be construed or interpreted as preventing you from making a 'protected disclosure' within the meaning of the Public Interest Disclosure Act 1998. In circumstances where you feel it is necessary for you to make such a disclosure you should comply with the <u>BBC's Whistleblowing Policy</u> in force as amended from time to time.
<b>8. Monitoring</b>	
	You understand and hereby agree that the BBC and other members of the BBC Group may access, intercept and read and/or monitor your activity and communication on BBC systems or those of any relevant member of the BBC Group (including e-mail, internet/intranet, telephone) from time to time, for any purpose and whether your communication is work related or not, as set out in the <u>BBC's Acceptable Use Policy</u> .
<b>9. Obligations on Termination</b>	
9.1	Upon the termination of the Appointment (howsoever arising) or, if earlier, at the start of a period of Garden Leave (as defined in your offer letter), you shall immediately:



	<ul style="list-style-type: none"> <li>a) hand over to the BBC all documents, books, materials, records, correspondence, papers and information (including copies) (on whatever media and wherever located) relating to the business of the BBC or any member of the BBC Group, any magnetic discs on which information relating to its or their business is stored and any keys, credit cards and other property of the BBC or any member of the BBC Group (including in particular any car, computer, mobile phone provided to you) which may be in your possession, custody, care or control and shall immediately provide, if requested by the BBC, a signed statement that you have complied fully with the terms of this Clause;</li> <li>b) irretrievably delete any information relating to the business of the BBC or any member of the BBC Group stored on any magnetic or optical disc or memory device (including the hard drive of your home computer) and all matter derived from such sources which is in your possession or under your control outside the BBC's premises and shall produce such evidence of compliance with this sub-clause as the BBC may require;</li> <li>c) resign any office or appointment held by you in the BBC or member of the BBC Group without any claim for compensation or damages for loss of such office or appointment and you hereby irrevocably appoint the BBC as your attorney to execute letters of resignation of such offices or appointments on your behalf;</li> <li>d) transfer to the BBC or as it may direct all shares held by you in any member of the BBC Group, as nominee or trustee for the BBC and deliver to the BBC the certificates thereof and you hereby irrevocably appoint the BBC as your attorney to execute any such transfers on your behalf;</li> <li>e) advise your line manager of your password(s) to any BBC property or that of any member of the BBC Group and provide him/her with such information about work you are currently undertaking as the BBC may require to effect a proper handover of work;</li> <li>f) if requested, provide the BBC and/or any member of the BBC Group with such assistance as it or they may require in the conduct of any legal proceedings, investigation or enquiry in which case the BBC will reimburse your reasonable expenses which we have agreed in advance and which are properly incurred and evidenced by appropriate receipts or invoices; and</li> <li>g) make every effort to mitigate any losses you have.</li> </ul>
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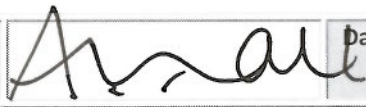
#### 10. Data Protection/Freedom of Information

10.1	<p>You consent to the BBC and each and every member of the BBC Group processing data relating to you for legal, personnel, administrative and management purposes and in particular the processing of any Sensitive Personal Data (as defined in the Data Protection Act 1998) relating to you, including as appropriate:</p> <ul style="list-style-type: none"> <li>a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work;</li> <li>b) your racial or ethnic origin or religious or similar beliefs, sexual orientation in order to monitor compliance with equal opportunities legislation;</li> <li>c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties; and</li> <li>d) information relating to your political opinions or union membership that may come into the knowledge of the BBC or other members of the BBC Group (e.g. through your Declaration of Personal Interests).</li> </ul>
10.2	<p>The BBC and relevant BBC Group member may make such information available to any other member of the BBC Group, those who provide products or services to the BBC or members of the BBC Group (such as advisers and payroll administrators), regulatory authorities, potential or future employers,</p>

	governmental or quasi-governmental organisations.
10.3	You consent to the transfer of such information to the BBC's business contacts and those of members of the BBC Group outside the European Economic Area in order to further its or their business interests. Where this occurs the BBC shall take reasonable steps to ensure that your rights and freedoms in relation to the processing of the relevant personal data are protected as far as possible.
10.4	Where you provide details of any other individual to the BBC (e.g. your next of kin for pension or 'in case of emergency' purposes) you warrant that you have received the consent of the individual for the BBC to hold this information.
10.5	You agree that you will only deal with personal data (including but not limited to any BBC employees for whom you have line management responsibilities) in accordance with the Data Protection Act, the Computer Misuse Act, any applicable BBC policies and also appropriate guidance from the Information Commissioner (e.g. Employment Practices Code).
10.6	You agree that you will ensure that you keep personal data secure in accordance with any applicable guidance issued by the BBC.
10.7	You agree that any breach of this section could result in disciplinary measures being brought against you.
10.8	You understand that the BBC may be obliged to disclose certain information about you (for example your name and salary range, etc.) pursuant to a request under the Freedom of Information Act 2000 or other regulatory or statutory requirements. In addition, you understand that from time to time the BBC voluntarily discloses information about the Director General relating to their duties for and/or employment with the BBC (for example your name, salary, expenses, gifts/hospitality, Declaration of Personal Interests etc.) as the BBC, at its discretion, deems appropriate. You consent to the BBC making any such disclosures.
<b>11. Miscellaneous</b>	
11.1	There are no collective agreements which relate to your contract of employment.
11.2	You agree that this agreement shall be governed and construed in accordance with English law, and to submit to the exclusive jurisdiction of the English Courts over any claim or matter arising in connection with it but this Clause shall not apply to the BBC or those third parties referred to at Clause 11.3 below.
11.3	Any member of the BBC Group may enforce the terms of your contract of employment, but the BBC and you may rescind, vary, waive, assign or release any or all respective rights or obligations without the consent of any BBC Group company. Other than as provided in this Clause, the BBC and you do not intend that any terms of your contract of employment shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to your contract of employment.
11.4	The disciplinary, dismissal and grievance procedures applicable to the Appointment (as amended from time to time) are available from your divisional HR team. These do not, however, form part of your terms of employment and do not, therefore, give rise to any contractual entitlement on your part.
11.5	If at any time any term or provision in your contract of employment, including this Deed, shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of it, but the enforceability of the remainder of it shall not be affected.
11.6	Any notice or other document to be given under your contract of employment shall be in writing and may be given personally, by first class post or by facsimile transmission to, in the case of any member



	of the BBC Group, its registered office for the time being or, in your case, to the address shown on the face of your contract of employment or your last known place of residence.
11.7	Any such notice shall (unless contrary is proved) be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours. In proving such service it shall be sufficient to prove, where appropriate, that the notice was addressed properly and posted or that the facsimile transmission was dispatched.

<b>Signed on behalf of the British Broadcasting Corporation (the BBC)</b>			
 ..... Lucy Adams Director, Human Resources Dated: <del>30 November 2012</del> <sup>LA</sup> 21 Feb 2013			
Lord Hall of Birkenhead CBE			
Signature		Date	
		12/2/13	
Witness to the employee signature			
(There are no restrictions on who can be a witness to the employee signature on this deed)			
Witness Name		Witness Address	
Witness signature			
Date			
12/2/13			

Once you have signed and had this document witnessed please return it to:

Lucy Adams  
 Director, Human Resources  
 BRITISH BROADCASTING CORPORATION  
 Broadcast Centre (BC2 D4 M1), 201 Wood Lane, London, W12 7TP



## Annex 2

### BBC Executive Benefits: Lord Hall of Birkenhead CBE

Summarised below are the benefits which form part of your employment with the British Broadcasting Corporation (the BBC). The BBC in its sole discretion reserves the right to discontinue, vary, or amend the benefits (including where appropriate the level and type of cover and/or provider) set out in this schedule at any time on reasonable notice. If you would like to see full details of any benefits set out below, please contact the divisional HR team for your area.

For the avoidance of doubt, the BBC's Agreed Statements and contractual Employment Policies do not form part of the terms of your employment and all references below are policy statements only and apply in so far as they do not conflict with the terms of your employment.

As a number of the benefits are taxable, you may wish to consult a financial adviser about your personal tax position. The BBC advises HM Revenue & Customs of your benefits at the end of each tax year.

<b>Pension</b>	You may be eligible to become a member of LifePlan (which is the BBC's defined contribution plan) or such other pension arrangement as the BBC may nominate from time to time. Your membership of the plan will be subject to the rules and regulations of the plan, as amended from time to time, and also subject to the BBC agreeing suitable terms with any insurer. The BBC reserves the right to amend the terms of the plan or to withdraw it at its sole discretion. Please refer to <a href="http://www.friendslife.co.uk/microsite/bbc/">http://www.friendslife.co.uk/microsite/bbc/</a> for further information.
<b>Personal Accident Benefit Scheme</b>	<p>Subject to the terms of the BBC's Personal Accident Benefit Scheme, as amended from time to time, you are eligible to participate in this scheme at the BBC's expense.</p> <p>The scheme provides financial assistance on an ex-gratia basis to you or your dependants in the event of death or if you are permanently disabled as a result of an accident on or off duty anywhere in the world. The Scheme is administered by the Trustees of the Benevolent Fund.</p> <p>Any payment made under the Scheme for death or permanent disablement is currently subject to an upper limit of £375,000 (or £750,000 in respect of death or permanent disablement caused by violence).</p>
<b>Car</b>	You will have dedicated use of a motor-car and driver which the BBC deems appropriate.
<b>Bonus Scheme</b>	You are not eligible to participate in any BBC bonus scheme and there is no bonus scheme in effect for this contract.
<b>Redundancy Payments</b>	While the BBC seeks to safeguard employment for its employees, it operates a financial package in the case of redundancy (this is currently one month's basic salary for each year of service, up to a maximum of 12 years, subject to you having accrued two or more years' continuous service on your leaving date).
<b>Parental Benefits</b>	Whilst the BBC's Agreed Statements and contractual Employment Policies are not incorporated into your contract of employment, you can enjoy the benefits as set out in the <u><a href="#">BBC Parental and Carers Support Policy</a></u> as amended from time to time.



<b>Annual Leave</b>	<p>In addition to public holidays in England and Wales, and an additional 'Corporation Day', you are entitled to 30 days' paid holiday in each holiday year (our holiday year runs from 1 April to 31 March). These entitlements are pro-rated for part-time working.</p> <p>Holiday must be taken at reasonable times. If required, you agree to take your holiday at times we specify.</p> <p>A maximum of five days' holiday each year, pro rata for part time working, may be carried over. No payments will be made in lieu of accrued but untaken holiday other than on termination of your employment, when we will pay you in respect of your statutory holiday entitlement only.</p>
<b>Other Leave</b>	<p>You may wish to take part in public activities within the community. Whilst the BBC's Agreed Statements and contractual Employment Policies are not incorporated into your contract of employment, you can enjoy the benefits as set out in the <u>BBC Leave Policy</u> as amended from time to time (with the exception of Clause 2 <i>Additional Leave</i>) to the extent that it provides for leave in certain circumstances in addition to your normal holiday entitlement. Please note, depending on the type of leave, you may be required to take some or all of the leave time as unpaid leave.</p>
<b>Training</b>	<p>The BBC is committed to training and developing its employees. A wide range of development is available to employees, designed to help improve effectiveness and broaden skills. You will be expected to play an active role in supporting and contributing to the training of others. You will also have opportunities to develop your own skills.</p>
<b>Personal Performance Review</b>	<p>You will have the opportunity to discuss your personal objectives and review your performance on an annual basis with the Chairman of the BBC Trust.</p> <p>The assessment of performance through the process of objective setting and appraisal is one of the factors which may determine any salary and / or bonus award.</p>
<b>myChoices</b>	<p>Subject to the terms of the individual benefits in the scheme as amended from time to time, which include minimum contract periods in some instances, you will be eligible to participate in myChoices allowing you to elect from a range of tax efficient benefits including flexible holiday, cycle to work scheme, health assessments and private medical insurance. Further information can be found on the myChoices site via myReward on Gateway.</p>

**Lucy Adams**

**Director, Human Resources**

*For and on behalf of the BBC on the 30th November 2012*