

Dear

## **Appointment as Non-Executive Director of Channel 4 Corporation**

I am delighted, on behalf of the Office of Communications (Ofcom) to confirm your appointment as a non-executive member of the Channel 4 Corporation, subject to satisfactory references. I am writing to set out formally the terms of your appointment.

### **1. Appointment**

1.1 Your appointment is made under s.23 of the Broadcasting Act 1990 and is made with the approval of the Secretary of State for Digital, Culture, Media and Sport.

1.2 The appointment begins on and, subject to the outcome of the Government's Consultation Review, we expect your appointment to be for a term of three years with a one-year probationary period to , unless terminated by either party giving to the other not less than 3 months' notice in writing. Continuation of your appointment is at all times conditional upon your performance (as judged by the C4 Chair) being and remaining satisfactory.

1.3 It is possible for the appointment to be extended or renewed at the end of this period. However, renewal should in no way be regarded as automatic.

### **2. Time Commitment**

2.1 This will be a part-time appointment. You will be required to devote the time necessary to perform your duties satisfactorily up to a maximum of two days each month. This will include attendance at Channel 4 Board meetings, away days, other meetings and exercising those functions that are specifically delegated to you from time to time by the Board. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

- 2.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations of the role. You should seek the agreement of the Chairman before accepting additional commitments that might impact on the time you are able to devote to your role as non-executive member.

### **3. Fees and Expenses**

- 3.1 In consideration of your services as a non-executive member, the Corporation will pay to you fees of gross per annum, payable in equal monthly instalments in arrears, subject to appropriate deductions for PAYE tax and Class 1 National Insurance.
- 3.2 During your appointment, the Corporation will reimburse to you all reasonable expenses properly incurred by you in connection with your appointment, subject to the production of relevant invoices or receipts and provided that you comply with the Corporation's prevailing expenses policy. Wherever possible, such expenses should be approved in advance by the Channel 4 Chairman and/or the Corporation Secretary.

### **4. Role**

- 4.1 Channel 4 is a statutory corporation established under the Broadcasting Act 1990.
- 4.2 Under the Communications Act 2003, Channel 4's statutory duties are to provide a broad range of high quality and diverse programming which in particular:
- demonstrate innovation, experiment and creativity in the form and content of programmes;
  - appeal to the tastes and interests of a culturally diverse society
  - make a significant contribution to meeting the need for licensed public service channels to include programmes of an educational nature and other programmes of educative value; and
  - exhibit a distinctive character.
- 4.3 Channel 4's members have the same general legal responsibilities as a company director. All members must take decisions objectively in the interests of Channel 4. The Board of Channel 4 as a whole is collectively responsible for the success of Channel 4.

#### **The Board:**

- provides entrepreneurial leadership within a framework of prudent and effective controls which enable risks to be assessed and managed;
- sets Channel 4's strategic aims, ensures that the necessary financial and human resources are in place for Channel 4 to meet its objectives and reviews management performance;
- sets Channel 4's values and standards and ensures that its statutory and other obligations are understood and met.

## **5. Duties**

- 5.1 As I am sure you will be aware, in addition to your common law duties as a director, you owe fiduciary duties to the Corporation which involve, amongst other things, a duty of confidentiality and an obligation not to bring the Corporation into disrepute.
- 5.2 In addition to the duties referred to above, you agree that you will not, either during your appointment or after it has ended, except in the proper course of your duties or as required by law, misuse or directly or indirectly disclose confidential information of the Corporation which may come to your knowledge during the course of your appointment.

## **6. Directors' and Officers' Liability Insurance**

- 6.1 The Corporation maintains indemnity insurance for the members of the Board. Details of this and your eligibility for cover under the policy are available from the Channel 4 Corporation Secretary.

## **7. Conflicts of Interest**

- 7.1 By your acceptance of this appointment, you confirm that, apart from those disclosed in writing to the Board, you have no existing causes of likely conflict of interest with the business of the Corporation. Should the need arise in future, you are required immediately to disclose any such conflict or potential conflict to the Board.
- 7.2 You agree that you will not occupy any paid party-political post, hold particularly sensitive or high-profile unpaid roles in a political party or engage in controversial political activity without the prior approval of the Chairman of the Corporation.
- 7.3 You acknowledge that you will comply with all of Channel 4's policies and procedures relating to external activities, acceptance of gifts and hospitality, and expenses reimbursement.

Please confirm your agreement to the terms set out above by signing and returning the enclosed copy of this letter and the attached declaration of interests.

I accept the appointment as a non-executive director of the Channel 4 Board on the terms and conditions set out in this letter and declaration of interests.

Signed: .....Date: .....