ADJUDICATION

- 1. The Complainant, Matt Berkley, complained on 21 and 28 January 2015 about nine (9) articles in particular (but *Financial Times'* precision generally) in respect of the Millennium Development Goals ("MDGs").
- 2. The Complainant draws attention to the distinction between the United Nations ("UN") General Assembly Resolution 55/2 of 2000 ("the Millennium Declaration") and the specific set of MDGs which were proposed by the Secretary-General of the UN in September 2001, which in some cases went beyond the leaders' pledges in 2000.
- 3. The Complainant says this distinction is material because the Millennium Declaration included a pledge to reduce child and maternal mortality from "current rates", whereas the MDGs introduced a "1990 baseline" which would be used to assess progress towards achieving the MDGs.
- 4. Because, on the Complainant's case, "current rates" in 2000 meant "2000 rates" not "1990 rates", and because the "1990 baseline" makes the MDGs easier to achieve than the pledges on a "2000 baseline" implied in the Millennium Declaration, the Complainant says this constitutes an inaccuracy in the reporting of the MDGs. In particular, the Complainant complains of phrases such as "the MDGs, adopted/agreed in 2000" as being inaccurate.
- 5. I shall, therefore, treat this complaint as a complaint under Clause 1 (Accuracy) of the FT Editorial Code of Practice, which provides that:
 - "1.1 The Press must take care not to publish inaccurate, misleading or distorted information, including pictures.
 - 1.2 A significant inaccuracy, misleading statement or distortion once recognised must be corrected, promptly and with due prominence, and where appropriate an apology published. In cases involving the Commission, prominence should be agreed with the PCC in advance.

- 1.3 The Press, whilst free to be partisan, must distinguish clearly between comment, conjecture and fact.
- 1.4 A publication must report fairly and accurately the outcome of an action for defamation to which it has been a party, unless an agreed settlement states otherwise, or an agreed statement is published."
- 6. The FT, by its Senior Legal Counsel on behalf of the Editor, responded within a month to the complaint in the following terms:

"The 'Millennium Development Goal' framework of 2001 originated from General Assembly Resolution 55/2 of 2000, the 'Millennium Declaration'. Broadly, the MDGs were established by that Resolution, and the aims adopted in 2000 have become widely known simply as the MDGs.

Although it might be preferable to be more precise in certain circumstances, in many contexts there is no significant inaccuracy in referring more loosely to the aims adopted in 2000 as the MDGs. This is a convenient and appropriate 'shorthand' with which to summarise the key information in the right context, and bring it to the attention of readers without undue complexity.

We consider you have raised unnecessarily pedantic points in relation to a number of our articles. We are satisfied that the wording of the following five articles is unobjectionable: the mention of the MDGs in the context of these pieces does not create any significant inaccuracy or misleading impression:

[five of the nine articles hyperlinked]

In relation to the following four articles your points are also marginal, but having regard to the particular context we have nevertheless considered it appropriate to amend a few words, as shown below in bold, to ensure sufficient accuracy:

[numbering added]

- (1) <u>http://blogs.ft.com/beyond-brics/2014/08/21/the-new-un-development-goals-still-missing-the-point/</u>
 21 August 2014
- "...The MDG [DELETED:s] aims, adopted by UN members in 2000 with [DELETED: a baseline in 1990 and] a target date of 2015, [DELETED: set] led to eight goals including reductions in extreme poverty and...'
- (2) <u>http://www.ft.com/cms/s/0/d321500c-2e27-11e4-b760-00144feabdco.html</u>
 27 August 2014
- "...The previous targets, **which led to** the Millennium Development Goals, were agreed in 2000 with objectives for 2015."
- (3) http://www.ft.com/cms/s/2/23232010-c5d9-11e3-a7d4-00144feabdco.html 17 April 2014
- "...The eight MDGs adopted in [DELETED: 2000] 2001 didn't mention disability, not even in the small print."
- (4) <u>http://blogs.ft.com/beyond-brics/2014/11/06/guest-post-the-un-needs-to-overhaul-its-development-vision/</u>
 Nov 06 2014
- "...The conventional wisdom behind the renegotiation of the Millennium Development Goals (MDGs) eight targets for reducing poverty and its attendant woes that [DELETED: were agreed by all] followed a resolution by United Nations members in 2000 is that there were not enough of them..."

Discussion & Decision

- 7. Having read and re-read each of the nine articles, in both their original and amended format (where different), I note that with the possible exception of the first amended article, none of them were *about* the child mortality baseline adopted, or indeed referenced the baseline in any way. I have no doubt that the Complainant is correct that there is a material distinction between the "1990 baseline" and a "2000 baseline" (assuming that he is correct that a "2000 baseline" is implicit in "current rates" in the Millennium Declaration). Had the articles suggested otherwise, this would have been a highly-material inaccuracy of fact.
- 8. However, it is important to understand what exactly constitutes a breach of Clause 1 (Accuracy).
 - 8.1 Clause 1.1 will only be breached if the Press has <u>not taken care</u> to avoid publishing inaccurate information. It is a rule against slapdash journalism that is negligent in setting out the facts. It is not a rule which is breached by the mere presence of any inaccuracy however minor. It is breached only by such inaccuracies that a careful newsroom could and should have avoided publishing;
 - 8.2 Clause 1.2 will only be breached if the Press has <u>refused to properly</u> <u>correct, clarify or apologise for</u> a 'significant inaccuracy, misleading statement or distortion'. Clause 1.2 is therefore different to Clause 1.1 in two material respects: first, the inaccuracy must be 'significant'; and second, the breach is not one of negligent omission, but of intentional refusal to amend.
- 9. If any of the articles had been specifically about the appropriate baseline, and whether the MDGs were being achieved (on a particular basis), I might have been inclined to find a breach of Clause 1.1. However, given a more general focus of the articles, I do not think that (presuming the Complainant to be correct) any of these articles contained an inaccuracy which demonstrates negligence in publishing, when judged at the time of publication. They were mistakes which only an expert or a pedant (or, ideally, a pedantic expert) would spot: the *Financial Times* should aspire

to pedantic expertise, but failing to meet such a standard in every article doesn't give rise to a breach of Clause 1.1.

- 10. As to Clause 1.2, the corrections and clarifications made by the Editor go at least as far as is necessary to meet the Complainant's objections. I am far from sure I would have deemed the inaccuracies sufficiently 'significant' as to have <u>required</u> correction/clarification, but having been made, the articles now meet even the Complainant's high standards.
- 11. Therefore, the only articles I need consider under Clause 1.2 are those five which the Editor declined to amend. I am perfectly satisfied that, in the context of those articles and the specific mentions of the MDGs, any residual inaccuracy is not 'significant' such that Clause 1.2 is breached, and that I would have the power to require amendment.
- 12. Although my finding of no breach in respect of these nine articles is final and determinative of the Complainant's complaint, it may have a further effect. Having been put on-notice of the important distinction between the possible baselines, and the ways in which the MDGs may differ from the Millennium Declaration (as affirmed unamended in 2005), it would be disappointing if future articles in *Financial Times* were to elide the two, or fail to recognise the distinction. Were it particularly germane to the particular article, my decision under Clause 1.1 might be different now that the Complainant has put *Financial Times* on notice of this potentially important question of fact, and accordingly he has my gratitude.

ADJUDICATION

Accordingly, I find there has been no breach of Clause 1.1 or 1.2 (Accuracy) under the FT Editorial Code of Practice, and the complaint shall be dismissed.

GREG CALLUS
Editorial Complaints Commissioner
Financial Times Ltd.
29 March 2015