

SENDEVEREINBARUNG.

Between **Community TV Salzburg – Gemeinnützige BetriebsgesmbH** and the **program producer**:

First name: _____ Last Name: _____
Date of Birth: _____
Address: _____
Postcode, City: _____
Phone number: _____
E-Mail: _____

I have attended the information evening: yes no, but I will attend next time (catch up on):

I want:
to produce a program, which is called (name of program): _____

and it appears	every week	every second week	every month
	every second month	four times a year	
	other	_____	

to participate in existing programs and projects.

Under the following terms and conditions and at the discretion of the programming coordinators, the program producer is offered broadcasting time. He/she has to comply with the rules of broadcasting, formulated by FS1, as well as with the charter of Community TVs in Austria.

This agreement of broadcasting can be revoked by both sides at any time, for example if the program producer violates the rules of broadcasting, settled by Community TV Salzburg Gemeinnützige BetriebsgmbH or the charter for Community TVs in Austria.

1. REQUIREMENTS

The program producer was informed about the terms and conditions of broadcasting, which were valid at the time this contract had been closed. He/she commits to follow these rules in his/her activities as a program producer.

The program producer is a member of the association Community TV Salzburg. The association's bylaws are to be found on the FS1 website ("Info - Dein Verein").

The program producer has attended the information evening and has been informed about the legal framework.

The program producer is responsible for himself/herself. He/she assures Community TV Salzburg - Gemeinnützige BetriebsgmbH that his/her program does not contravene the law or infringe somebody's rights. The same applies to those contents which the program producer publishes on the website (e.g. the weblogs) of Community TV Salzburg. Community TV Salzburg reserves the right to take legal action in case of contravention.

2. COPYRIGHT AND RIGHT OF USE

The following guidelines have the intention to clarify the rights of use which FS1 has on the program producer's contents and which rights the program producer has.

2.1 RIGHTS OF USE

According to the Austrian Copyright Law, the right of use particularly include the following rights:

- right of reproduction
- right of distribution
- right of broadcasting
- the right to present or stage
- the right to offer the content on demand (online)

2.2 RIGHTS OF USE ON CONTENT WHICH HAS BEEN PRODUCED WITH EQUIPMENT FROM FS1

If part of the content, or the whole content has been produced with equipment from FS1, the program producer offers the unlimited rights of use to FS1. FS1 must be the only station or platform which holds the rights of use, until the content has been broadcast at FS1 at least once. Therefore, the program producer is not allowed to give the rights of use to other people or organizations. The program producer must also not publish the content on his or her own, before the content has been broadcast on FS1 at least once. After the first broadcast on FS1, the program producer can give the rights to other people, or publish the content on his or her own. However, it should be indicated that the content has been produced with equipment from FS1 (e.g. by adding the FS1 logo or mentioning it in the credits).

2.3 CREATIVE COMMONS LICENSES

If a program producer offers his or her content using one of the following Creative Commons licenses, FS1 does not claim any exclusive rights of use for the respective piece of content, no matter if the content has been produced with equipment from FS1, or not. This applies to the following types of Creative Commons licenses:

- a.) Attribution - Share Alike - NonCommercial
- b.) Attribution - NonCommercial - NoDerivatives

More information: <https://creativecommons.org/share-your-work/licensing-types-examples/>

Both types of licenses allow FS1 or other people to use the content, if they name the program producer, as long as the content is not used in a commercial way. The first license additionally allows to change the content before publication, if the content is published using the same kind of license. The second type of license does not allow the content to be changed by other people.

2.3.1 OBLIGATIONS WHEN USING CREATIVE COMMONS LICENSES

If the program producer uses Creative Commons licenses, he or she is responsible for making sure that no rights of others have been violated, particularly concerning the use of music, film sequences, or the authorization of interviews. If the program producer does not own all property rights, the Creative Commons license cannot be applied and the arrangements from 2.3 and 2.4 are valid.

2.3.2 INVALIDITY OF A CREATIVE COMMONS LICENSE

If a Creative Commons license has been wrongfully applied by the program producer (e.g. when the rights of other people are violated), the arrangements from 2.3 and 2.4 are valid.

2.4 ACQUISITION OF CONTENT FROM OTHER PRODUCERS BY A PROGRAM PRODUCER OF FS1

If a program producer wants to broadcast content on FS1 which has been produced by other producers, the management of FS1 has to explicitly agree with it. This does not apply to content which is explicitly labelled with a Creative Commons license that is valid for Austria, or content where the rights of use are explicitly free for Austria. The use of such content has to be in accordance with the work's license regulations and rights of use, especially concerning the change of content (e.g. Creative Commons 'Share Alike'). It is not allowed to violate any rights of other people. FS1 does not take any responsibility for such content. The program producer has to make sure that the content does not violate any of the terms and conditions of FS1.

3. Conditions of Processing

The program producer is responsible to provide the program on time.

In case of a technical fault concerning the automatic recording, the program producers can be asked to ensure the legal obligation to keep records.

Community TV Salzburg - Gemeinnützige BetriebsgmbH is authorized to ask the program producers to compile a list of song titles in case they use music which needs a license.

In accordance with this agreement, Community TV Salzburg - Gemeinnützige BetriebsgmbH is responsible for the coordination and transmission of the program producer's contents.

For technical or coordinating reasons as well as for reasons that are beyond the control of Community TV Salzburg, it is permitted to shift the time of broadcasting to another reasonable date.

Community TV Salzburg does not incur liability or accept claims for compensation and repayments for damages which were caused because the program producer's contents were not broadcast at a certain date or time.

The equipment that is provided by Community TV Salzburg - Gemeinnützige BetriebsgmbH, must only be used for productions that will be broadcast on FS1. In case a production is not broadcast, the program producer has to pay a rental fee.

The permission to use the premises of Community TV Salzburg - Gemeinnützige BetriebsgmbH is based upon the careful and cautious use by the program producers and their guests. If this is not the case, Community TV Salzburg - Gemeinnützige BetriebsgmbH is authorized to revoke this agreement at any time.

Salzburg, _____ (date)

Signature program producer
(bei Minderjährigen Unterschrift der/des Erziehungsberechtigten)

Community TV Salzburg
Gemeinnützige BetriebsgmbH