

TVE Asia Pacific

9/3, Gemunu Mawatha, Nawala Road, Nugegoda, Sri Lanka.

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MEMORANDUM OF AGREEMENT

This Agreement entered into this **-date-** day of **-month-** 2006 by and between **THE TVE ASIA PACIFIC ("LICENSOR")**, an international organization with office address at 9/3, Gemunu Mawatha, Nawala Road, Nugegoda, Sri Lanka represented herein by Mr. Nalaka Gunawardene; and **---NAME OF BROADCASTER --- ("LICENSEE")**, a corporation duly organized and/or incorporated in accordance with the laws of **---Country---** with office address at **---street address---**, represented herein by **---Name and designation of Broadcast Representative signing the agreement---**.

This Agreement consists of the following parts: the Basic Terms and any attachment thereto ("Annex"), and the Terms and Conditions.

BASIC TERMS

- Program(s):** **--Number, Names & months of Programmes**
(See Annex "A")
- Rights:** Non-exclusive, Free TV/Pay TV (Terrestrial, Cable or Satellite)
- Territory:** **--Country--**
- Term:** Two (2) years, starting from **---agreement date--** to **---end of period---**
- Run(s):** Unlimited (please state the date & time of broadcast once you have it.)
- Language(s):** **-- Language of Programme supplied and any local language version--.**
- Fee:** **No License Fee (Only Duplication and despatch costs will be charged)**
- Material(s):** Broadcast materials in **---tape format---** format, and scripts and publicity materials based on the filled-in Order Form returned to TVE Asia Pacific. The Duplication and Despatch costs of sending the material to **---Broadcaster Name--** shall be borne by the **--- Broadcaster Name ---**.

TERMS AND CONDITIONS

1. Grant of Rights

The LICENSOR grants LICENSEE the Rights to the Program(s) during the Term in the Territory as stated in the Basic Terms. In exercising the Rights, LICENSEE may only exploit such Program(s) in: (i) the licensed Language(s), including in a dubbed or subtitled version and (ii) on no more than the licensed Run(s) specified in the Basic Terms, unless additional runs are approved by LICENSOR in writing.

2. Non-exclusivity

Unless otherwise specified in the Basic Terms, the rights granted under this Agreement shall be non-exclusive.

3. Term

The duration of this Agreement shall be as stated in the Basic Terms. Any use of the Program(s) by LICENSEE after such Term shall be upon prior written consent of LICENSOR.

4. Licensee's Obligations

- 4.1 LICENSEE shall broadcast the Program(s) within six (6) months upon receipt of the Programmes from LICENSOR.
- 4.2 LICENSEE shall pay LICENSOR the sum of United States Dollars --- Amount--- being the duplication and despatch costs incurred by the LICENSOR in supplying the Programmes.
- 4.3 LICENSEE shall provide LICENSOR the information regarding the date and time of each program transmission. LICENSEE may also provide audience data/ information upon availability.

5. Materials

- 5.1 LICENSEE shall bear all costs of duplication of tapes, transportation, receiving country customs duties, censorship fees and any and all other charges relating to the shipment of the Materials unless otherwise waived by LICENSOR (See payment details in 4.2 above). LICENSEE shall exercise due care in safeguarding the Materials.
- 5.2 Upon the termination of this Agreement, LICENSEE shall, at LICENSEE's expense, return the Materials to LICENSOR in the same form and condition as delivered by LICENSOR, ordinary wear and tear from proper use excepted or LICENSEE will destroy the Materials upon the termination of the Agreement.

6. Alteration of Programs

- 6.1 Except as provided herein, LICENSEE shall not edit the Program(s) or extract or lift any portion of the Program(s) for use in other programs without LICENSOR's prior written consent.
- 6.2 LICENSEE is expected to retain the original credits and acknowledgements of the Program(s). In case of versioning to local language, additional local credits may be added after the original credits.

- 6.3 LICENSEE may make minor cuts or alterations in order to conform to the orders of any duly authorized, legally constituted censorship authority in the Territory, upon written consent by the LICENSOR.
- 6.4 LICENSEE, at its own expense, may insert commercials in each Program. No commercial shall be inserted in a manner which may adversely affect the artistic or pictorial quality of the Program(s).

7. Advertising and Promotions

- 7.1 LICENSOR shall supply LICENSEE with such advertising and publicity materials relating to the Program(s) as provided in the Basic Terms or as LICENSEE may request to the extent that LICENSOR has readily available.
- 7.2 LICENSEE shall not use the name of LICENSOR or use its trademark or logo for commercial advertising or for any other purpose except in a manner approved by LICENSOR.

8. Representations and Warranties

- 8.1 LICENSOR warrants that all necessary licenses and permissions for the exercise of the Rights granted in this Agreement have been duly obtained and that the exercise of the Rights by LICENSEE will not conflict with any third party rights.
- 8.2 LICENSOR warrants that it has obtained all licenses and permissions necessary for the performance of any music included in the Program(s).
- 8.3 LICENSEE shall be solely responsible for obtaining all necessary licenses and permissions that may be required of LICENSEE with respect to the broadcast of the Program(s) in the Territory.

9. Force Majeure

Neither LICENSOR nor LICENSEE shall be deemed in breach of any term or condition hereof and shall not be liable or responsible to the other to the extent its performance is materially delayed or hindered by reason of acts of God, war or other disturbances, delay in or lack of transportation, governmental act or regulation, or any other cause beyond its reasonable control.

10. Sublicense and Assignment

LICENSEE may not sublicense or assign any of the Rights, in whole or in part, to any third party without LICENSOR's prior written consent. Provided, that no prior written consent of LICENSOR shall be required for any sublicense or assignment by LICENSEE to any of its holding, subsidiary, affiliated and related corporations.

11. Indemnity

LICENSOR and LICENSEE agree to indemnify, save and hold each other harmless from any and all loss and damage connected with any breach by either party of any representation or undertaking stated in this Agreement including any claim by any third party in connection with the foregoing.

12. Miscellaneous

- 12.1 This Agreement contains the full understanding of the parties regarding its subject matter and supersedes all previous written or oral negotiations, understandings or representations between the parties. No modification of this Agreement shall be effective unless in writing, signed by both parties.
- 12.2 No waiver of any breach shall be a waiver of any other breach of the same or any other provision. No waiver is effective unless in writing.
- 12.3 Nothing in this Agreement shall be deemed a waiver of any of the privileges or immunities of LICENSOR.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date and place above-written.

TVE-ASIA PACIFIC

By: Mr. Nalaka Gunawardene
Director
TVE Asia Pacific

---BROADCASTER NAME ---

By: NAME OF BROADCAST REPRESENTATIVE
DESIGNATION
BROADCASTER NAME

(Signature)

(Signature)

ANNEX A

List of Programs

This Annex is to be filled in based