



2012 – 2013 PACIFICA AFFILIATION AGREEMENT

This agreement was made this 1st day of October, 2012, by and between _____, licensee of noncommercial educational radio station X, the Pacifica Foundation, (“Pacifica”).

This Agreement sets forth the terms and conditions on which Pacifica will make certain audio programs available to Affiliate for broadcast, and on which Pacifica will provide certain services to Affiliates (“Pacifica Affiliated Services”), as those Pacifica Affiliated Services are developed during the term of the Agreement.

1. Broadcast Rights. On the terms and conditions set forth herein, Pacifica hereby grants Affiliate the non-exclusive right to broadcast all programming produced and distributed by Pacifica as part of the Pacifica Affiliated Services.

2. Pacifica Affiliated Services. Pacifica will provide to Affiliate the following access to Pacifica Affiliated Services as such Pacifica Affiliated Services become available:

- a) KU Program Distribution System.** A twenty-four hour a day schedule of audio programs, distributed on Pacifica’s KU Satellite Distribution System;
- b) Audioport.** An archive of audio programs that enables Affiliate to download programs for broadcast. Audioport programs may be researched by topic, date, producer, and other criteria. The agreement for accessing Audioport is available on the Pacifica website (www.pacificanetwork.org).
- c) Internet Streaming Access.** Access to programs streamed live at www.audioport.org/live. Pacifica will make reasonable efforts to provide sufficient streams to meet demands, but cannot guarantee immediate access.

3. Annual Affiliation Fee. Affiliate agrees to pay Pacifica an annual affiliation Fee of \$ _____ for the fiscal year 2012-2013. Payments shall be made payable to:

**Pacifica Foundation
Attention: Lynn Magno
1925 Martin Luther King Jr. Way
Berkeley, CA 94704**



Please check desired payment schedule below:

- ___ Affiliate will make entire fee payment in one sum at beginning of the fiscal year
- ___ Affiliate will make quarterly fee payments (October 1, January 1, April 1, July 1)
- ___ Affiliate will pay according to College fiscal year or other schedule (please indicate date and schedule) _____

Advance payment must be received by Pacifica for each quarter before Station may exercise the broadcast rights granted herein. Payments are due on the dates indicated:

4. Administrative Services to Affiliates. Pacifica will provide the following administrative services to Affiliate:

- (a) Liaison services between Affiliates, Pacifica, producers, and others, regarding programming issues.
- (b) Notification to Affiliates if programming has controversial content such as obscenities, potentially unusable imbedded content, or other extraordinary circumstances.
- (c) E-mail groups for communication between the Pacifica staff and Affiliates.
- (d) Online or hardcopy resource and information exchange for Affiliate station administrators.
- (e) Online or hardcopy kits for bringing Pacifica programs to Affiliate's local radio station.
- (f) Online or hardcopy kit for becoming an Affiliate (including fee schedule, copy of a contract, information about reception and distribution of programs, etc.).
- (g) Opportunities for input from Affiliates into the planned specials produced by Pacifica.
- (h) Long-range scheduling of certain specials and early-as-possible notification of emergency specials.
- (i) Consultation to Affiliate in producing programs.

5. Operational Services to Affiliates. Pacifica will provide the following operational services to Affiliates:

- (a) Technical support for getting programs up-linked on KU, including reception of CDs, dats, MP3 files.
- (b) Technical support for down-linking KU programs and troubleshooting and re-feeds when necessary.
- (c) Monitoring for successful KU uplink, notification to Affiliate stations about impairments, and notification of alternatives for receiving programs such as re-feeds or Internet.



6. Affiliate Participation in Programming Decisions.

a. Affiliates will be invited to evaluate the Pacifica Affiliation Services by means of an annual written or telephone survey;

b. Pursuant to Section 4 of the Pacifica Bylaws, Affiliates (or an association of Affiliates) may nominate one or more candidates for two Director positions on the Pacifica National board. Nominations shall close on February 15th each year and shall be submitted in writing to the Foundation Secretary by that date. Every Affiliate station or association of Affiliate stations submitting nominee(s) shall include with said nominations(s) a written explanation of its procedure for selecting the nominee(s). Said nominations shall be certified by the general manager or the governing board secretary of each Affiliate station nominating said candidate(s) or by the secretary of the association of Affiliate stations, as appropriate. In addition, each nominee shall submit his/her resume and a statement of his/her interest in serving as a Director of Pacifica. The Secretary of the Pacifica Board shall forward to all Pacifica Directors all materials submitted supporting each nominee not later than March 1st.

For purposes of this section of the agreement, an “Affiliate” or “Affiliate Station” shall be defined as any non-profit non-commercial broadcaster that broadcasts programming provided or distributed by Pacifica pursuant to a written agreement with Pacifica, including, for example, community radio stations, internet broadcasters or digital broadcasters, or other such technology as may be developed. An Affiliate station shall not be a radio station whose broadcast license is held by Pacifica. For purposes of this Section, an “association of Affiliates” shall be defined as any group of Affiliates that have joined together to form an association, provided that the membership of the Association is limited solely to Affiliates and that the association is recognized by Pacifica or having a mission compatible with Pacifica’s mission.

7. This Agreement is for a period of one year beginning October 1, 2012, ending September 30, 2013, unless terminated earlier as provided in paragraph 8 and 9.

8. This Agreement shall be automatically renewed for successive terms of one (1) year unless, at least ninety days before the anniversary of the termination date, either party gives written notice of its election to terminate this Agreement. For each successive one-year renewal period, the Affiliation Fee shall be based upon Affiliate’s Annual budget for the renewal period.

9. Pacifica may terminate this Agreement if it does not receive any quarterly payment within 30 days of the due date set forth in paragraph 3.

10. Affiliate may refer to itself as a “Pacifica Affiliate” or as “Pacifica Radio,” but not as a “Pacifica Station.”

11. Pacifica will provide Affiliate with as much promotional support for Pacifica Programs as feasible.

12. Pacifica will indemnify Affiliate for any losses, claims, and liabilities (including related attorneys’ fees) reasonably incurred by broadcasting in their entirety any of the programs provided



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by Pacifica Affiliated Services. This indemnification will cover claims for “indecent” material, libel, slander, and infringement of trademark or copyright, that arise from a broadcast of a Pacifica Affiliated Service; provided, however, that Pacifica’s indemnification does not relieve Affiliate of its obligation to obtain all licenses needed to broadcast, webcast, or otherwise publicly perform a Pacifica Affiliated Service containing a musical work or sound recording for which Pacifica does not hold the copyright.

Affiliate

Pacifica Foundation

By:

By:

Title:

Executive Director or designee

Date:

Date:

www.pacificanetwork.org

Affiliate Address: _____

510-849-2590 x 208

Affiliate Telephone: _____

Affiliate Email: _____

Please send signed contract to:

Lynn Magno

Attn: affiliates contract

Pacifica Foundation

1925 Martin Luther King Jr. Way

Berkeley, CA 94704

A copy of this agreement will be returned to you.

We are updating our contact information to work more smoothly with your business office. We would appreciate it if you could take a moment to give us information about your contact person for billing. Thank you.

Name _____

Email: _____

Telephone: _____ Is your billing address same as station address? (Y or N)

If billing address is different, Please provide it below:
