



1925 Martin Luther King Jr. Way, Berkeley, CA 94704-1037 • www.pacifica.org

PACIFICA FOUNDATION RADIO 2018-2019 AFFILIATION AGREEMENT

This agreement was made the _____, day of _____, 2018, between
 _____, owner of noncommercial educational radio
 station, _____ and Pacifica Foundation ("Pacifica").

This Agreement sets forth the terms and on which Pacifica will make audio programs available to Affiliate for broadcast, and 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 set forth herein, Pacifica 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:

b) Audiopoint. Programs available for download programs for broadcast. Audiopoint programs may be researched by topic, date, producer, and other criteria. The agreement for accessing Audiopoint is available on the Pacifica website (www.pacificanetwork.org).

c) Internet Streaming Access to programs streamed at www.audiopoint.org/live. Pacifica will make reasonable efforts to provide streams but cannot guarantee immediate access.

3. Annual Affiliation Fee. Affiliate agrees to pay Pacifica an annual affiliation Fee of \$_____, for the fiscal year 2018-2019. Payments shall be made to:

**Pacifica Foundation Radio Affiliates
P.O. Box 743445
Los Angeles, CA 90074-3445**

Please check desired payment schedule below: Affiliate will:

Make entire fee payment in one sum at beginning of the fiscal year

Make quarterly fee payments (January 1, April 1, July 1)

Advance payment must be received by Pacifica for each quarter before Station may exercise the broadcast rights granted herein.

4. Administrative Services to Affiliates. Pacifica will provide these services to Affiliate:

- (a)** Liaison services between Affiliate, Pacifica, producers, and others, regarding programming.
- (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 kit for becoming an Affiliate (including fee schedule, copy of a



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contract, information about reception and distribution of programs, etc.).

- (f) Opportunities for input from Affiliates into the planned specials produced by Pacifica.
- (g) Long-range scheduling of certain specials and early-as-possible notification of emergency specials.
- (h) Consultation to Affiliate in the production and network distribution of programs.

5. Operational Services to Affiliates. Pacifica will provide these services to Affiliates:

- (a) Technical support for getting programs up-linked on KU, reception of CDs, MP3 files.
- (b) Technical support for streaming, downloading mp3 files, 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 Policy.

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 November 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 nomination(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 December 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 from ____, 2018 - ____, 2019, unless terminated earlier as provided in paragraph 8 and 9.

8. This agreement shall be automatically renewed for successive terms of one (1) year, if the annual fee Paid is \$500 or more or unless, at least ninety days before the anniversary of the termination date, either party gives written notice of its election to amend or terminate this Agreement. If the fee paid is less than \$500, the contract will not be rolled over, and must be renewed annually. Affiliation Fee shall be based upon



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the 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 or affiliate engages in misuse of Pacifica programs.
- 10. Affiliate may call itself a "Pacificafication Affiliate" or "Pacific Radio," but not "Pacifica Station."**
- 11. Pacifica will provide Affiliate with 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 by Pacifica Affiliated Services. This indemnification is limited to claims covered by Pacifica insurance, including libel, slander, and infringement of trademark or copyright, that arise from the broadcast of a Pacifica program. Pacifica's indemnification does not cover fines imposed on broadcast stations by the Federal Communications Commission, does not cover programs produced by third parties, and does not relieve affiliate of its obligation to obtain all licenses needed to broadcast, webcast, or otherwise publicly perform a program containing a musical work or sound recording for which Pacifica does not hold the copyright.

Affiliate

Pacifica Foundation

By:

By:

Title:

Pacifica Foundation

Date:

Date:

pacificanetwork.org /

510-812-7989

Affiliate Telephone: _____

Affiliate Email: _____

Affiliate Address:

A copy of this agreement will be returned to you.

**Please scan and send signed contract to: Ursula Ruedenberg / Ursula@pacific.org
Or send by mail to: Ursula Ruedenberg
c/o KHOI Radio 410 Douglas Ave
Ames, Iowa 50010**

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 here: