

PUBLIC RADIO PROGRAM AGREEMENT

between

NATIONAL PUBLIC RADIO, INC.
888 Sixteenth Street, N.W.
Washington, D.C. 20006

and

Educational Television Council of Central New York

Licensed to operate

WCNY-FM
Syracuse (Liverpool), New York

November 19, 1971

WHEREAS NATIONAL PUBLIC RADIO, INC. (herein called "NPR") produces, acquires, and makes available radio programs to non-commercial public radio stations:

WHEREAS the undersigned public radio station (herein called "Station"), a member of NPR, wishes to broadcast radio programs made available by NPR;

Accordingly, it is mutually agreed as follows:

1. Station-broadcast programs:

Station will regularly schedule the National Program Service furnished by NPR in such manner and to such extent as is appropriate for local broadcast. It is specifically understood that (i) NPR may preempt the National Program Service at any time for a special or more important program on notice to the Station; and (ii) Station may preempt the National Program Service at any time for a special or more important local program.

Station may refuse to broadcast any NPR program unit in entirety as Station may determine within its own policies and practices. Station may not edit, cut, or otherwise make changes in the content of NPR program units, except that Station may delete any word or phrase the broadcast of which would violate Station policy, so long as such deletion does not destroy the integrity of the NPR program unit.

A "program unit" is a program segment of whatever length that is a discrete whole, presenting a unified, coherent and self-contained body of subject matter.

2. Station-produced programs:

NPR may request Station to make available for the National Program Service, any radio program units produced by Station while an NPR member.

It is specifically understood that (i) NPR may, in its sole discretion, determine what program units are or are not appropriate for the National Program Service, and (ii) Station may in its sole discretion, withhold any Station program unit from the National Program Service for reasons of rights limitations, content timeliness, or similar cause.

3. Delayed or Repeat Broadcast:

Whether made available by NPR through inter-connection or through recording, Station may schedule any program unit for delayed or repeat broadcast, provided (i) that Station may not use any such program unit beyond the end-date specified, if any; and (ii) that Station will not use or permit use of NPR program units or portions thereof for any other purposes without permission from NPR.

4. Program Retransmission:

Station will not authorize transmission or retransmission of the National Program Service or any program unit therein by any other station, satellite, translator or similar transmission facility without prior approval from NPR.

5. Technical Standards:

NPR and Station will each be responsible for employing qualified personnel and maintaining adequate equipment to ensure the highest quality in production and broadcasting of NPR program units. NPR and Station will immediately notify each other of any technical imperfections that may arise out of production errors, faulty recordings, transmitter failure, or interconnection system deficiencies so that same may be corrected as soon as possible.

6. Delivery Costs and State/Local Taxes:

NPR will pay all line charge costs and/or mailing delivery costs incident to delivery of the National Program Service to Station. Station will prepay shipping costs incident to the return of recordings to NPR. Station will bear all State and local taxes and levies assessed or incurred in connection with the receipt and/or use by Station of any program unit in the National Program Service.

7. Program Rights and Clearances:

NPR will be responsible for ensuring that Station is appropriately defended and indemnified against claims of damages arising out of broadcast by Station of the NPR National Program Service, including libel and slander, invasion of privacy, copyright infringements, and similar legal violations. Station will immediately notify NPR of any such claims so that appropriate defense can be made.

Station will be responsible for securing appropriate rights and clearances for all content of program units furnished by Station for the National Program Service. NPR will immediately notify Station of any claims arising out of broadcast of any program unit furnished by Station for the National Program Service.

8. Reports of Program Usage:

Station will periodically furnish NPR with reports of NPR programs not broadcast by Station and reasons for such non-broadcast, and such other information as may be useful to NPR and its networking activities.

9. Term:

This agreement will continue for the period of one year beginning the date indicated on the first page herein and shall continue from year to year thereafter unless terminated by either Station or NPR on at least 30 days written notice in advance thereof.

NATIONAL PUBLIC RADIO, INC.

By Donald R. Quayle
Title President

Station WCNY-FM
By Richard H. Thomas
(Manager)

Licensee ETV Council of Central New York
By Richard H. Thomas
Title President and General Manager