

WSKG PUBLIC FILE

PUBLIC BROADCASTING SERVICE

National Program Service

Station: WSKG-TV

Operated by: Southern Tier Educational Television  
Association, Inc.  
P. O. Box 954  
Binghamton, New York 13902

WHEREAS the Public Broadcasting Service ("PBS") provides a National Program Service ("Service") to nonprofit, noncommercial public broadcast stations; and

WHEREAS the above-named public television broadcast station ("Station"), a member of PBS, wishes to receive the Service provided by PBS;

NOW, THEREFORE, it is mutually agreed as follows:

1. PBS Clearance. PBS will notify Station at least eight (8) weeks in advance of each regular series scheduled for origination over PBS as part of the Service. Within a reasonable period after such notice, Station will advise PBS whether or not it will schedule the series for broadcast, indicating the local time period scheduled for its original broadcast and repeat broadcasts, if any. Notification by PBS under this paragraph and subsequent acceptance by Station does not prohibit PBS from altering, at its discretion, the Service or the schedule within the Service. PBS will give as much notice as possible of any such alteration.

2. Preemption. PBS may preempt any program or series in the Service for special programs. PBS will use its best

efforts to notify Station at least 48 hours in advance of any preemption. Should any time period be preempted, PBS may at its discretion make the originally scheduled program or programs available to Station either through prior or subsequent inter-connection or recording distributions.

3. Broadcast Rights. Consistent with the broadcast rights described in the second paragraph, hereof, Station will in its sole discretion be free to broadcast any regular or special programs from the Service at times chosen by Station or not to broadcast any program from the Service; provided, however, that PBS will be under no obligation to provide particular programs to Station at times or by means other than those determined by PBS. Nothing in this agreement shall be construed as limiting Station's absolute right to reject and not broadcast any regular or special program.

Programs distributed by PBS as part of the Service may be broadcast by Station during the entire seven-day period of PBS release over that Station and Station may rerecord such programs for unlimited rebroadcast during the seven-day period of release over that Station, unless PBS notifies Station that the period within which a particular program or program series may be broadcast or rebroadcast is lesser or greater than said seven-day period or specifies a limit on the number of rebroadcasts. Any such recording may not be reused for any other purpose without prior written permission from PBS and that

recording must be erased or destroyed at the end of the seven-day or different period.

4. Preview. Subject to the availability of facilities, PBS will use its best efforts to satisfy the request of Station to preview programs from the Service before local broadcast scheduling.

5. Record Keeping. Station will, on request, notify PBS (by such means and at such times as PBS may reasonably request) of its simultaneous, repeat and delayed broadcasts, or nonbroadcast, of programs from the Service.

6. Editing and Cutting. Station shall not make any deletions, alterations, edits, replacements or other changes in the visual and/or audio content of programs from the Service without prior permission from PBS, such permission not to be unreasonably withheld. If required by agreements in effect between PBS and the Production Organization responsible for such programs, PBS will seek such permission from the Production Organization. Provided, however, that permission need not be obtained to interrupt programs in the event of local or national emergency to cover such emergencies; and provided further, however, that where time will not permit contacting PBS permission need not be obtained to make deletions, alterations, edits, etc., in a program where Station in good faith believes such alteration, deletion, edit, etc., is necessary to comply with any federal state or local law, rule, regulation or

ordinance. Unless Station has had an opportunity to preview a program or has received program information in connection with material in the program which Station wishes to edit, etc., at least 48 hours before PBS transmission, it will be presumed that Station has not had an opportunity to contact PBS. Station shall notify PBS of such alteration, deletion, edit, etc., within 24 hours.

7. Program Distribution. PBS may at any time, and from time to time, make programs from the Service available for broadcast over Station by distribution of recordings in lieu of interconnected distribution. In such instances, PBS will pay all delivery charges in connection with shipment of recorded programs, provided, however, that, if Station is part of a bicycling arrangement, PBS will pay delivery charges only to the first station in the arrangement. After station broadcast is completed, Station will return any program copy furnished by PBS to PBS or forward the same to another station designated by PBS in the same condition as received by Station (ordinary wear and tear excepted).

8. Payments by Station. Station will pay and/or reimburse PBS for any and all taxes, levies, assessments or other charges imposed by state or local authority arising out of the delivery,

possession, use or out of any other connection with Station's broadcast of programs from the Service, regardless of the manner in which or party against which such charges are assessed or collected.

9. Technical Standards. PBS and Station will each be responsible for employing and maintaining adequate television personnel and equipment to ensure the highest quality in broadcasts and rebroadcasts of programs from the Service. Station will immediately notify PBS of any technical imperfections that may arise out of production errors, faulty recordings or interconnection deficiencies, so that such technical imperfections may be corrected.

10. Informational and Promotional Material. From time to time PBS will furnish to Station informational, promotional and similar material for use by Station in publicizing its broadcast of programs from the Service.

11. Legal Defense. PBS will defend and indemnify Station against any charge or claim arising out of the broadcast of programs from the Service, provided that Station has fulfilled all of its obligations under this agreement. Station will immediately notify PBS of any such charge or claim so that appropriate action can be taken by PBS.

PBS shall not be liable to Station for the failure of PBS to furnish the Service to Station by reason of equipment

failure, labor dispute, legal action, force majeure or any other reason beyond PBS's control.

12. Federal Regulation. The obligations of Station and PBS hereunder are subject to all applicable laws, rules and regulations, including the Rules and Regulations of the Federal Communications Commission, which now are or may be in force during the term of this agreement.

13. Authorized Use. The provision of this Service to Station for public broadcast is a service of PBS to its members. No other use of PBS transmissions is authorized by this agreement.

14. Penalties. Compliance with the terms of this agreement is a condition of receiving the National Program Service and any breach of the terms of this agreement may result in the withholding or termination of the National Program Service.

15. Term. This agreement shall become effective on the 1<sup>st</sup> day of July, 1972, and, unless sooner terminated as herein provided, it shall remain in effect for a period of two years thereafter. It shall then be renewed on the same terms and conditions for a further period of two years and so on for successive further periods of two years each, unless and until either party shall, at least 180 days prior to the expiration of the then current term, give the

other party written notice that it does not desire to have the contract renewed in its then current form for a further period. However, either party may cancel this agreement at any time by giving 30 days' written notice to the other.

PUBLIC BROADCASTING SERVICE

By Hartford N. Gunn, Jr.  
Hartford N. Gunn, Jr.  
President

James L. Loper  
James L. Loper  
Chairman of the Board

STATION

By Phillip P. Jackson  
General Manager, WSKG-TV

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