

9021

LICENCE AGREEMENT

between

the **SPECIAL BROADCASTING SERVICE CORPORATION ("SBS")**
of 14 Herbert Street, Artarmon NSW 2064 Australia

and

VIETNAM TELEVISION ("VTV") – the "Licensor"
of 43 Nguyen Chi Thanh Avenue, Hanoi, Vietnam

TERMS OF THE AGREEMENT

MATERIAL	VTV4 News programmes
RIGHTS	Non-exclusive rights as set out in clause 1, 2 and 3
TERRITORY	Australia
NUMBER OF RUNS	Unlimited
LICENCE PERIOD	3 years. This term shall automatically renew for a further term unless notice of termination is received three months before the end of the term.
LICENCE FEE	No licence fee applies.
DELIVERY DETAILS	The VTV4 signal is made available via the Thaicom-3 and/or Measat-1/2 satellites by VTV. SBS is responsible for the downlink to Sydney.

RIGHTS

1. The Licensor grants to SBS the rights to reproduce, broadcast and communicate the Material on its analogue and digital television channels, radio and online in news and current affairs programmes throughout the Territory during the Licence Period.
2. Main purpose of the Agreement is the unedited broadcast of VTV4's news (without changing program content) on SBS's analogue and digital channels for the benefit of Australia's Vietnamese community.
3. The Rights also include SBS's right to copy the Material (except for foreign news items) and to edit it for broadcasting to timeslot requirements, requirements of industry codes of practice and the Special Broadcasting Services Act 1991, translation and subtitling, segmentation and re-narration of items for use in news and current affairs provided it keeps the news content unchanged and does not remove the Licensor's VTV4 watermark or program titles.

4. SBS may advertise and publicise the titles of the Material and the names and photographs of the reporters and producers in connection with the promotion of the Material in its news and current affairs programs.
5. The Rights also include the right to use excerpts from the Material in all media during the Term for the use of promotion and pre and post transmission comment.

SBS CLEARANCES

6. SBS accepts responsibility for the payment of all music-performing fees payable to the Australasian Performing Rights Association Limited in respect of the broadcast of the Material by SBS.
7. SBS agrees that, provided that the Licensor has notified SBS in advance, SBS will be responsible for clearing any international agency material included in the Material for broadcast.



WARRANTY

8. The Licensor warrants that:
 - a) It owns the Material;
 - b) It has the full power and authority to licence, dispose of or deal in the Rights;
 - c) The exercise of the Rights by SBS will not breach any third party rights; and
 - d) Subject to clauses 6 and 7 all authorities consents and licences required to grant the Rights and in any music forming part of the Material, have been obtained.



GENERAL

9. This Agreement is to be read, governed and construed in accordance with the laws of New South Wales, Australia. The parties submit to the jurisdiction of the courts of New South Wales.
10. SBS agrees that it will not assign or sublicense its rights under this Agreement without the approval of the Licensor. The Licensor shall notify SBS if the Licensor assigns or sublicences its obligations under this Agreement.
11. This Agreement is dated the date inserted below being the date on which the Licensor executed this Agreement.
12. The terms of this Agreement constitute the entire agreement between the parties and may not be varied except by writing signed by both parties.

EXECUTED AS AN AGREEMENT BETWEEN
the SPECIAL BROADCASTING SERVICE CORPORATION (SBS):

Signature: 
Name: 
Designation: Manager Overseas News Services
Place & Date: 30/9/2003 Sydney

and VIETNAM TELEVISION (VTV):

Signature: 
Name: 
Designation: Director International Cooperation Department
Place & Date: Hanoi, 22nd September 2003.