



28 January 2009

Dear DIY TV Contributor,

Program Supply Agreement

Aurora, The Community Channel, would like to broadcast the program/s identified in this Agreement from You on the Aurora Community Channel which may be shown on the FOXTEL, Optus and AUSTAR platforms. In exchange for the opportunity to have your Program selected for possible broadcast, You agree to provide the Program/s to Aurora, and now license Aurora to unlimited screenings at no charge as set out in the schedule to this agreement. Please fill in the titles, durations and synopses of the Program/s below.

All Programs must comply with the technical specifications and delivery requirements set out on the DIY TV page of our website (www.aurora.tv). In the event that any Program does not comply with these guidelines, Aurora reserves the right not to broadcast that Program.

You agree that You have the right to exploit, distribute and license all Programs that You supply under this Agreement without infringing any third party's intellectual property or moral rights. You also make all warranties and grant all indemnities set out in the licence terms in the Schedule of this Agreement.

Would you please confirm Your agreement to these terms (including the Schedules attached to this Agreement) by signing below and returning a copy to Aurora.

Yours sincerely

Signed for and on behalf of You

.....

Corrie McDougall
Program Manager
Aurora Community
Television Limited

Date:

Your Name and Title

.....

Aurora Television Limited
ABN 61 111 452 772
Suite 101, 54 Alexander St, Crows Nest NSW 2065

Aurora also runs the Aurora Community Television Arts Foundation, which is a fully tax deductible fund to facilitate the provision of programs which highlight the many facets of the arts in Australia including film, sculpture, dance, painting, drawing, video projects, music and Aboriginal arts.
If you would like to make a donation, please visit www.aurora.tv.

Schedule – Terms of Licence

1. You (the **Supplier**) grant to Aurora the following rights (the **Rights**) in respect of each Program specified in schedule 1 during the Term:
 - (a) to broadcast and/or communicate (as that term is defined in the *Copyright Act 1968* (Cth)) the Program to the public by any and all means of transmission on any media for the period specified in the Agreement;
 - (b) to interrupt, delete, alter, censor, time delay, cut or edit the Program for the purpose of compliance with applicable censorship, legal or regulatory requirements or threat of legal action;
 - (c) to cut or edit the Program in any manner that Aurora considers fit for the purposes of programming timing required by Aurora;
 - (d) to advertise, promote and market the Program or any segment of the Program on any media at Aurora's discretion;
 - (e) to insert and interpolate advertisements, sponsorship billboards or promotions in the Program;
 - (f) to use excerpts of the Program in connection with the marketing of the Program and Aurora;
 - (g) to reproduce and publish still photographs and/or brief synopses of the Program;
 - (h) to use and publish in respect of the artists, producers, directors, musicians and other performers whose performances are covered or reproduced in the Program or any other person concerned in the making of the Program, their legal or professional names, photographs and likenesses, provided that Aurora will comply with all credit requirements notified in writing to Aurora by the Supplier prior to delivery of each Program and will not be liable for any casual or inadvertent failure to comply with the provisions of this clause;
 - (i) to review (and cut or edit in any manner that Aurora considers fit) any commercials supplied with the Program;
 - (j) to approve (at Aurora's sole discretion) any sponsors of the Program;
 - (k) to make and retain a copy of the Program as may be required or recommended by any relevant authority; and
 - (l) any other right reasonably required in respect of the Program for these purposes.
2. The Supplier warrants to Aurora (both at the date of this Agreement and at all times during the continuances of Aurora's rights under this Agreement) that:
 - (a) the Supplier has the right to enter into this Agreement and to grant the Rights;
 - (b) the Supplier is the owner or the licensee of the Rights in Australia;
 - (c) the Supplier is solely responsible for the content of each Program and will ensure compliance with the applicable regulatory codes and directions issued from time to time by regulatory authorities or industry associations and applicable State and Federal legislation in Australia relating to the content of each Program;
 - (d) the exercise of the Rights by Aurora will not constitute passing off or deceptive and misleading conduct nor infringe any copyright, trademark or the rights of any third party;
 - (e) the Supplier has, or will promptly procure, all necessary clearances or licences and pay all necessary residuals, re-use and re-run fees to third parties including, without limitation, all royalties and fees payable to collecting societies by the Supplier, required to exercise the Rights;
 - (f) the Supplier has, or will promptly obtain, all necessary clearances or licences and pay all necessary fees in connection with any sound recording included in the Program so that Aurora can screen at no further cost, the Program without any further liability whatsoever;
 - (g) no Program contains material which is obscene or defamatory or in contempt of court or Parliament or which may expose Aurora to any proceeding of a civil nature from third parties or criminal proceedings;
 - (h) the Supplier has appropriate professional indemnity insurance and can, if requested, provide Aurora with evidence of the currency of that insurance; and
 - (i) the Supplier will at Aurora's reasonable request and at the Supplier's expense, do all such further acts and execute all such further deeds, documents and instruments from time to time reasonably necessary to vest the Rights in Aurora and, upon the Supplier failing to act upon a reasonable request of Aurora, the Supplier appoints Aurora its irrevocable attorney with the right but not the obligation (at the sole expense of the Supplier) to do any and all acts and things necessary to vest the Rights in Aurora and to execute all such further deeds, documents and instruments in the name of and on behalf of the Supplier.
3. The Supplier indemnifies Aurora and holds it harmless from and against any claim, loss, damage, liability, cost and expense (including legal expenses) that Aurora suffers or incurs which arises out of any breach by the Supplier of any warranty or representation made or given under this Agreement or any other provision of this Agreement.

Program Title	
Nominated Length 5, 10, 15, 20, 30, 60, 90 min	
Short Synopsis 240 characters max.	
Title	
Year of Production 4 digits	
Actors	
Director	
Language	
Subtitles - yes/no	
Premiere - yes/no	
Colour - yes/no	