

Translated from the French

**CONTRACT FOR PROVISION
OF RFI FRENCH COURSE**

Between

Radio France Internationale, a French Public Limited Liability Company entered on the Paris Corporate Register under the number B 326 981 156, with capital of 18 549 000 euros, having its registered office at 116, avenue du Président Kennedy, 75016 Paris (75762), represented by its Administration and Finance Manager, Mr. Frédéric Geneau,

referred to hereinafter as '**RFI**',

party of the first part,

AND

Name of the Radio Station: Internet Radio of Sumy State University

Address: R.-Korsakov Str., 2, 40007 Sumy, Ukraine

email: radio@sumdu.edu.ua

phone: +380 50 2381575

Name of the Station manager In-charge: Volodymyr Lyubchak

referred to hereinafter as '**The Radio Station**.'

party of the second part.

RFI has produced a French language course for its non-francophone listeners. The Radio Station is interested in broadcasting this course on the radio, and in adapting it if RFI does not offer a version of the course in an appropriate language for The Radio Station.

RFI and the Radio Station have come together to consider the conditions under which the Radio Station could use these programmes.

Article 1. RFI is the owner of this radio-broadcast French language course. It authorises the Radio Station, on a non-exclusive basis, to broadcast 'Mission Paris' (in Russian) once between 2011/07/01 and the 2011/12/31, with the total duration of the broadcasting period for the full course to be no more than six months. The Radio Station agrees to use the programmes it receives from RFI only for inclusion in its own schedules: any transmission to any third



party, whether free of charge or for remuneration, and any free or commercial distribution is prohibited.

Article 2. RFI shall provide the Radio Station with the broadcast elements of the course(s) in the form of CDs or via a FTP server, free of charge.

Article 3. RFI shall provide the Radio Station with two (2) copies of the programme script.

Article 4. The Radio Station undertakes to broadcast 'Mission Paris' (in Russian) between 2011/07/01 and 2011/12/31 and to advertise it among its listeners. This advertising, in the language used by the Radio Station, must include the following text:

"This course was produced by RFI, the French international radio broadcaster".

These words must also be included before and after each broadcast of the course.

Article 5. The Radio Station undertakes to provide any listeners who so request with the scripts free of charge.

Article 6. The Radio Station undertakes to refrain under all circumstances from granting reproduction (copying) rights or performing (broadcasting) rights for all or any of the programmes and / or texts.

Article 7. If, in The Radio Station's country of broadcast, there exists a management company charged with copyright and currently enforced related rights, The Radio Station will undertake all possible measures to register each element of the French language course with the aforementioned company. A declaration of rights form will be sent with the French course to facilitate the process.

Article 8. RFI's French language course may be obtained either in a version adapted to any of the fourteen languages spoken in RFI broadcasts (German, English, Brazilian, Cambodian, Chinese, Spanish, Laotian, Persian, Polish, Portuguese, Romanian, Russian, Southern Slavic languages, Vietnamese) or in the form of a French-language model.



RFI accepts that the Radio Station may carry out a linguistic adaptation of the course if none of the languages offered correspond to that of the Radio Station's listeners. The French-language model shall under these circumstances come with an 'adaptation plan' to enable the Radio Station to produce an adaptation with inserts in its national language.

RFI's French language course, when adapted into a language which is not offered by RFI itself, must not have modifications made to it which would alter, *inter alias*, its title, its educational cohesion or its musical unity. The Radio Station must send RFI the adaptation, leaving enough time for any changes to be made, before the radio broadcast takes place. RFI may ask the Radio Station to make corrections or to cancel the linguistic adaptation of the course if it considers that the Radio Station has failed to respect the course. RFI shall inform the Radio Station in writing of the reasons motivating this decision. The Radio Station may then make the changes requested. If it refuses to do so, or if the alterations are not incorporated to an adequate extent, RFI may withdraw its authorisation. This decision shall not give rise to the payment of damages of any kind by RFI to the Radio Station.

Article 9. If the Radio Station finds partners to help it adapt the course into its national language or to print a new script, the names of these partners may be mentioned but may not under any circumstances be substituted for those of RFI, its partners or the writers of the original texts. RFI must in addition be notified of, and give its prior permission for, this arrangement.

Article 10. The Radio Station must on all occasions clearly mention the authorship of the course (name(s) of the writer(s) and of RFI and its partners) on all the media used. Under no circumstances shall the Radio Station or any other organisation have the right to appropriate the course or to proceed with ambiguous announcements regarding its origin,

Article 11. In the event that a new script is printed *in situ*, it may only include the original texts as provided and the text comprising the national-language adaptation, in the absence of a linguistic version offered by RFI. This script cannot be sold or transmitted to any third party.

Article 12. The present Contract does not confer any rights upon the Radio Station other than the broadcasting rights provided for in Articles 4 and 9



above. Under no circumstances may the Radio Station use the French language course for its own advertising. The French language course shall remain the property of RFI. No copyright entitlements shall be conferred upon the Radio Station, which accepts this provision as an essential clause of the Contract.

Article 13. RFI reserves the right to request that the Radio Station suspends and / or cancels broadcasting of the course if it considers the Radio Station to be using it in a manner which infringes the Contract. RFI shall inform the Radio Station of the reasons motivating this decision. The Radio Station shall not be entitled to claim any damages in this connection.

Article 14. The contact for the Radio Station at RFI is:

Ms. Dajana Stojkovic
RFI-Service Langue Française (French Language Department)
104, avenue du Président-Kennedy
75762 Paris Cedex 16
France
Phone: +33 1 44 30 87 42
Email: dajana.stojkovic@rfi.fr

Article 15. The parties agree to settle any disputes which may arise between them as regards the application of the present Contract by means of negotiation. Should this fail, the dispute shall be governed by French law and shall be heard by the Paris courts.

Drawn up in French, in Paris, and in two original counterparts,
dated: May 2nd 2011

For RFI
Frédéric Geneau
Financial and Managing
Director



For The Radio Station
Volodymyr Lyubchak
Research and Education
Vice-rector

