

Licenčná zmluva na nákup licenčných práv programov (výpis zo zmluvy)

Zmluvní partneri:	ARTE FRANCE DEVELOPMENT 8, rue Marceau 92130 ISSY LES MOULINEAUX Francúzsko zastúpená: Marie-Laure Lesage generálna manažérka a Slovenská televízia a rozhlas - STVR Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 zastúpená: Mgr. Igor Slanina zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka č: 8978/B
Programy:	dokumentárne programy v celkovom objeme cca 12 hod.
Práva a definície:	Nákup licenčných práv programov pre vysielanie RTVS na televíznych programových službách Jednotka, Dvojka a :24.
Trvanie zmluvy:	Licenčná doba na 3 roky, rozsah licencií v období od 15.10.2024 až do 31.1.2028 podľa jednotlivých titulov.
Licencia na územie:	Slovenská republika
Povolený jazyk:	slovenský – komentár, titulky
Počet vysielaní:	3 vysielania – každé vysielanie vrátane reprízy do 48 hod.
Vysielacie práva:	Terestriálne – Free TV práva exkluzívne vrátane simultánneho šírenia basic cable a satelitom catch up práva na 14 dní od premiéry
Licenčný poplatok:	9.000,- EUR

Splatnosť licencie:	100% platba po dodávke materiálu a doručení faktúry najneskôr k 31.12.2024
Technické náklady za materiál:	600,- EUR / á 50,- EUR/1 hod./ 100% po podpise zmluvy pred dodaním materiálov najneskôr k 30.11.2024 fakturované separátne
Technické parametre materiálu:	Program bude dodaný cez ftp server so separátnou hudobnou a ruchovou stopou dialógové listiny v originálnom jazyku, /angličtina/francúzština/ promo material hudobné zostavy /technická špecifikácia hard diskov odsúhlasená STVR/
Dátum dodania materiálu:	po úhrade technických nákladov za materiál
Prístup k jazykovým verziám:	Prístup majiteľa licencie k jazykovým verziám možný za úhradu 50% dokladovaných výrobných nákladov STVR /Bod 1Bis, odstavec 3/
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v bode 8 – „Special Provision“
za ARTE FRANCE DEVELOPMENT	za Slovenskú televíziu a rozhlas - STVR
Marie-Laure Lesage generálna manažérka	Mgr. Igor Slanina zástupca generálneho riaditeľa

AGREEMENT FOR THE PURCHASE OF BROADCASTING RIGHTS V-2024-0884

CONCLUDED BETWEEN:

SLOVAK TELEVISION AND RADIO (STVR) located in Slovakia, Mlynska Dolina, 845 45 Bratislava, company registration No.56398255, VAT No.SK2122292832 and represented by Mr. Igor Slanina, its Deputy General Director,

Untitled Licensee,

AND

ARTE FRANCE DEVELOPPEMENT, a joint stock company with a share capital of 777 750 Euros - SIREN N° 388 249 146, registered in the Nanterre Trade & Companies Register, with registered offices at 8, rue Marceau, 92130 ISSY LES MOULINEAUX, represented by Madame Marie-Laure LESAGE, General Manager, and designated under "ARTE FRANCE DEVELOPPEMENT",

Untitled Licensor,

IT HAS BEEN AGREED BY BOTH OF PARTS THE ABOVE AGREEMENT

1- Licensor hereby grants to Licensee the right as defined hereinafter to broadcast the program mentioned in Appendix1:

Nature of rights	- Exclusive Free Terrestrial TV rights and Free Simultaneous Cable and Satellite Broadcast - Non-exclusive Catch-Up TV and simultaneous transmission on the internet rights on www.rtvsk, including the right to rewind during simultaneous streaming, for 14 days free of charge, geoblocked for the territory of Slovakia.
TV Channel	all channels, priority channel DVOJKA, 24 - News
License period	3 years (see Appendix 1)
Number of runs	3 runs (each run will be followed by a re-run within 48 hours, with exception for Friday's broadcasting with the repeating on Monday's morning – 72 hours)
Telecasting territory	SLOVAKIA
Telecasting version	original version subtitled and/or dubbed in Slovak

Licensor grants free terrestrial TV rights as far as this is done through the network of RTVS.

All rights not specifically granted herein, including but not limited to video rights, Internet, Video on Demand, Mobile phones, and merchandising, are expressly reserved to Licensor.

1 Bis - The television exploitation rights granted under clause 1 of the agreement includes the rights:

- To broadcast excerpts, content descriptions, picture material and trailers for program announcements up to a maximum length of three minutes.
- To subtitle and / or dub the program in Slovak. Licensee shall remain the sole and exclusive owner of such dubbed and/or subtitled versions and the materials where they are embodied, and Licensor hereby authorises licensee to exploit such versions.

Licensee shall grant access to the here above versions to third parties acquiring the rights to the program at 50% of the cost incurred in creating such version (material included) in addition to delivery costs.

2- PAYMENT

Licensee pays the Licensor for the performance of all contractual obligations and the rights assigned, a remuneration of **9000€ (nine thousand euros) tax free**, detailed in appendix 1.

Contact for the delivery of the invoice: Katarina Slováková (Katarina.Slovakova@rtvs.sk)

Licensee shall pay this amount by bank transfer to the following account:

Licensee shall pay this amount by bank transfer to the following account:

· Bank name : XXXXXX
· Account number : XXXXXX
· RIB key : XXXXXX
· Bank code : XXXXXX
· Position code : XXXXXX

Licensee's VAT Number: SK2122292832.

Licensor's VAT NUMBER: FR 65 388 249 146

The payment term is:

- 100% upon reception of invoice and after the delivery of the material, no later than December 31st, 2024

2 BIS- WITHHOLDING TAXES

Pursuant to the relevant international regulations, Licensor will provide Licensee an attestation obtained from its tax authorities ("RF" withholding form).

3- MATERIALS TO BE PROVIDED BY LICENSOR

Licensor will provide via FTP:

- XDCAM HD 422 50 MBPS files with international version with credits (opening and ending), TEXTLESS, separate M&E tracks, and final French mix
- Original scripts and French scripts if available
- List of music cue sheet
- Available press material and transparencies / photos

Contact for the delivery of the material: Peter Jantoščiak (Peter.Jantosciak@rtvs.sk)

4- SHIPMENT, TECHNICAL AND MATERIAL COSTS

The costs of materials will be borne by Licensee. Licensee will pay Licensor a remuneration of **600€ (Six hundred euros) tax free** (on a basis of 50€/ hour).

The payment term is:

- 100% upon reception of invoice and before delivery of the materials, no later than November 30th, 2024
- Separate invoice for the technical costs

If no claim regarding the materials is communicated by the Licensee to the Licensor within 15 days after its arrival, the material is deemed accepted.

5- GUARANTEES

Licensor affirms that he is the owner of the television exploitation rights defined in article 1 on the program for the Telecasting territory and is fully authorised to enter into this agreement and to grant these rights to the Licensee under the terms and the conditions of the hereby.

6- The Licensor undertakes regarding the program, according to the stipulations in clause 1 to neither assign to third persons the Free terrestrial television exploitation rights of the program in its Slovak version in Slovakia during the license period, nor charge third persons with the use there of.

7- Licensee having broadcasting royalty agreements with the French Authors' Societies or with their international representatives, Licensee will pay all fees due to authors in accordance with such agreements, regarding broadcasting related to the hereby contract.

Licensee shall broadcast the program in the form delivered by Licensor and shall not modify, add or take away from the same, nor alter the screen credits and copyright notices.

Licensee may not, under any conditions, re-transfer the broadcasting rights covered by the present contract.

If the Licensee is not the broadcaster, both the Licensee and the broadcaster are liable with the respect to all the terms of the present agreement.

If Licensee does not broadcast the program, the License fee shall be paid all the same.

8- SPECIAL PROVISION

In compliance with the § 47 a) of the Act No.40/1964 Collection Civil Code as amended an§ 5a) of the Act No.211/2000 Coll. on free access to information and on amendments and supplement to certain acts (Freedom of Information Act) Radio and television of Slovakia is obliged to publish this Contract via Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

9- This Agreement shall be governed by the laws of France.

Any litigation between the parties concerning the validity, the interpretation or the performance of this Agreement shall be submitted to the Courts of Paris.

10- If one of the parties failed to meet an obligation incumbent upon it hereunder, the other party could terminate the contract by registered mail with return receipt, without any judicial formality, fifteen days following notice by registered mail with return receipt which has remained without effect, and this without prejudice to all damages incumbent upon the faulty party.

11- ELECTRONIC SIGNATURE

According to the Article 1367 of the French Civil Code and to the French Decree n°2017-1416 dated September 28, 2017, the Parties agree to sign electronically the present contract by using the electronic signature solution used by ARTE France Développement according to its agreement with the company SAGES INFORMATIQUE (Zeendoc). The parties acknowledge that this electronic document constitutes the original document with all its effects and that it will be done and kept under the appropriate conditions allowing to identify its signatory parties and to guarantee the integrity of the present contract.

If one or several provisions of the licensing contract are invalid for any reasons what so ever, the validity of the present contract as a whole shall remain unaffected if essential requirements of the contract are not in contradiction there with.

If one or several provisions of the licensing contract are invalid for any reasons whatsoever, the validity of the present contract shall remain unaffected if essential requirements of the contract are not in contradiction there with.

LICENSEE
SLOVAK TELEVISION AND RADIO (STVR)

LICENSOR
ARTE FRANCE DEVELOPPEMENT

Igor Slanina

Marie-Laure Lesage

Deputy General Director

General Manager

APPENDIX 1

Programme	Programme Duration	Channel	Licence Period Start Date	Licence Period End Date	No of Runs (with the repeat within 48 hours)	Slovak TV Licence Fee Per Hour(€)	Slovak TV Total License Fee Per Title (€)	material fee
Celine Dion a star is born	1x52´	dvojka	01-déc-24	30-nov-27	3		€ 750,00	€ 50,00
Becoming Navalny 1x52	1x52´	dvojka	01-janv-25	31-déc-27	3		€ 750,00	€ 50,00
Legends of Paris - A tale of 19.century	4x52´	dvojka	01-janv-25	31-déc-27	3	€ 750,00	€ 3 000,00	€ 200,00
IKEA the tree hunter	1x52´	dvojka	01-janv-25	31-déc-27	3		€ 750,00	€ 50,00
Our brain is playing tricks on us	2x52´	dvojka	01-janv-25	31-déc-27	3	€ 750,00	€ 1 500,00	€ 100,00
Sharon Stone survival instinct	1x52´	dvojka	01-févr-25	31-janv-28	3		€ 750,00	€ 50,00
Ghettos in the holocaust	1x52´	dvojka	01-févr-25	31-janv-28	3		€ 750,00	€ 50,00
Kamala Harris	1x52´	24 - News	15-oct-24	14-oct-27	3		€ 750,00	€ 50,00
Total amount:							€ 9 000,00	€ 600,00