



LIBRARY SALES

LIMITED LICENSE FOR RADIO BROADCAST

Date: \_\_\_\_\_

**LICENSE AGREEMENT – PRIVATE USE OF RADIO BROADCAST**

Your Reference from: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter: 'the Licensee')

With a replay to your reference stated above, we wish to inform you that, along with the signing of this agreement and returning a copy of it to IBA, including a check on the amount indicated in Article 3 below, IBA will provide for you a copy of the following Radio program / programs:

Title: \_\_\_\_\_ Length: \_\_\_\_\_ (Minutes)  
Title: \_\_\_\_\_ Length: \_\_\_\_\_ (Minutes)  
Title: \_\_\_\_\_ Length: \_\_\_\_\_ (Minutes)

(Hereinafter 'The Selected Material').

**In the conditions mentioned below:**

**Article 1: Rights Preserving**

1. The licensee warrants to not use The Selected Material other for the use detailed in Article 2 below, including not to copy, submit or transfer The Selected Material or a copy of it, to any third party, either for payment or for free.
2. The license to use The Selected Material is **limited to the use as detailed in Article 2 below ! The Selected Material will not be used over the Internet.**
3. The licensee warrants that no change will be made in the contents of The Selected Material, and it will be used as is, as well as to bring The Selected Material in the same context as it was brought in the original broadcast. For the avoidance of doubt, it is hereby clarified that the licensee will bear the full and sole responsibility, for his use in The Selected Material, for any law-suit or legal claim from any third party, arising due to the use of The Selected Material.
4. The license that is the subject of this agreement refers only to the rights held by IBA, therefore – The use of The Selected Material as said in article 2 below including producing a copy of it, is subjected and limited to the authorization in advance of all the right owners , including copyrights, performer's rights and rights in recordings, in The Selected Material (hereinafter ' the authorization'). The licensee is responsible of receiving the authorization from the right owners, on his own expense, and will pay the required amounts to associations which represent right owners in The Selected Material.
5. The licensee declares he is aware that if he will not withstand in the terms above it will constitute a breach of the Israeli copyright law, from 2007 or a breach of the Israeli law of performers and broadcasters' rights, from 1984.
6. The licensee will be liable for any law-suit or legal claim from a third party, for any breach or violation of right or law-order, arising from the licensee's use of The Selected material, and he will compensate and reimburse IBA for any damage or expense, caused to IBA, due to a claim or law-suit as mentioned.
7. Without reducing from the mentioned above, the licensee will bear the complete and sole responsibility for any claim, law-suit or complaint arising from his own acts or oversights, or an act or oversight arising from a third party on his behalf, including in regard to the licensee's violations according to this agreement. The licensee warrants to compensate and reimburse IBA for any claim or law-suit as mentioned, including (but not limited to) the law-suit debit, legal expenses and lawyers fees.

IBA HOUSE בית רשות השידור

רח' יפו 161, ירושלים, ת"ד 28080 מיקוד 91280, טל' 02-5015646/7, פקס' 02-5015648

161 JAFFA ROAD, JERUSALEM, P.O.B. 28080 CODE 91280, TEL. 972-2-5015646/7, FAX. 972-2-5015648

8. Without reducing from the mentioned above, the licensee warrants to bear the expense of computer research, locating and producing a copy of The Selected Material, including if the agreement is cancelled.

**Article 2: The License Terms**

1. The purpose of the use – (Please detail): \_\_\_\_\_  
**It is clarified again, that the license is restricted to the purposes of this article. The license will not be granted for any other use, including the use over the internet.**
2. Number of transmissions: \_\_\_\_\_.
3. Territory: **State of Israel only.**
4. License Period: \_\_\_\_\_.
5. Additional Option \_\_\_\_\_.
6. The Additional Option in 5 above expires \_\_\_\_\_ days after the date of this Agreement unless previously exercised in writing.
6. Special Condition \_\_\_\_\_.
7. The licensee warrants to not produce copies, nor transfer The Selected Material to any third party.

**Article 3: Fees**

**A) Fees details**

1. Copping fee \_\_\_\_\_  
(This is a non-returnable fee payable on supply of the master material. It can be set against the total License fee payable in respect of The Selected Material used in Production.)
2. Material fee \_\_\_\_\_
3. Hearing fee \_\_\_\_\_
4. Computer research fee \_\_\_\_\_
5. Date print \_\_\_\_\_
6. Other Fees \_\_\_\_\_
7. **Total License Fee \_\_\_\_\_ (In Shekels) (No VAT included)**

- B) The fees will be paid with a check, assigned to IBA, together with a signed copy of this agreement. Material will be supplied after payment receiving.

This agreement and your following signatures, indicating that you agree to all terms stated in this agreement, will obligate you and IBA. This agreement is the agreement for receiving a copy of The Selected Material, and receiving a license to use The Selected Material, as mention above.

Please send this agreement, signed by you, including a Check assigned to IBA, on the amount stated in Article 3 above, to the following address:

**"VOICE OF ISRAEL" RADIO ARCHIVE, 21TH QUEEN HILENNY ST. JERUSALEM  
APPOINTED TO MIS. SIMA OGLY. TEL: 02-5302247; 02-5302451. FAX: 02-5302307**

With respect,

\_\_\_\_\_  
I B A

**Acceptance Declaration**

I / We accept to all terms indicated above and warrant to work according to its

Date: \_\_\_\_\_ Name: \_\_\_\_\_

I.D: \_\_\_\_\_

Signature: \_\_\_\_\_