

BROADCASTING AGREEMENT

between the radio host(s)

and

ORANGE 94.0, Verein Freies Radio Wien (ZVR-Zahl: 563964285),
Klosterneuburger Str. 1, 1200 Wien

PREAMBLE

As a free radio, ORANGE 94.0 is advertisement free, independent of all political parties, and broadcasts non-commercial programmes. ORANGE 94.0 is a radio project that operates under the concept of public benefit. It gives a platform to voices that are heard of sparsely or not at all within private commercial and public service media. A major part of its work consists of fair and active reporting on socially under-represented topics. The goal is to contribute to the variety in opinion and thus strengthen the diversity of the Austria media landscape.

ORANGE 94.0 actively engages in equal rights and an open society and opposes all forms of discrimination and exclusion, particularly in the form of racism and sexism.

ORANGE 94.0 is organised as a partnership structure:

The radio hosts produce the contents of the radio programme on ORANGE 94.0. They produce the content voluntarily and on an honorary basis, and act independently in the conception of their shows. They are independent in their editorial work and operate as freely as possible within the legal and agreed upon framework. They are liable for all content internally to ORANGE 94.0, as well as externally in the context of the legal regulations, and those agreements held by them with third parties.

ORANGE 94.0 operates the frequency and plans and coordinates the radio programme as the broadcaster. Apart from broadcasting slots, infrastructure, and technical support, the free radio offers inexpensive workshops and further education opportunities for radio hosts. Externally, ORANGE 94.0 as the frequency and media holder is legally responsible for all broadcast content and with regard to all personal data which radio hosts process in the course of their radio production for journalistic purposes.

This broadcasting agreement pertains to the settlement of rights and obligations between ORANGE 94.0 and the radio hosts.

1) Subject of the broadcasting agreement

This broadcasting agreement pertains to the programme

referred to as programme below. The individual broadcasts within the programme are referred to as show below.

A binding and written concept of the programme is part of this broadcasting agreement and can only be changed by mutual consensus.

2) Services from ORANGE 94.0

ORANGE 94.0 provides an allotted time slot, as well as the technical and organisational infrastructure for the production and broadcast of the programme at no cost. The radio hosts themselves hereby have complete autonomy in regards to content and organisation. ORANGE 94.0 explicitly vows to uphold editorial confidentiality.

3) Services by the radio hosts

Radio hosts guarantee the production and timely delivery (as an upload or as a live show) of their shows, within the framework of the agreed upon time slot with ORANGE 94.0.

4) Obligations of ORANGE 94.0

The time slot and length of the show adhere to the agreement with ORANGE 94.0. The basis of which depends on the decision of the programme committee. ORANGE 94.0 will inform show makers about changes concerning the programme or the production procedure, for instance due to programme planning issues (e.g. for special programmes), as soon as possible. In addition, programmes may have to be cancelled due to technical issues. In such cases, an alternate slot can be arranged according to the possibilities within the programme plan in agreement with the programme coordination.

ORANGE 94.0 supports the radio hosts within the framework of the given resources in regards to questions concerning technical, organisational, or legal issues. This includes the offer of further training, production, and distribution.

In addition, ORANGE 94.0 promotes the programme within its realm of possibilities.

5) Obligations of the radio hosts

5.1) Training

Radio hosts confirm that they are familiar with the necessary basics concerning content, organisation, practical technical know-how, and legal situation, as well as having taken part in the media and copyright training course offered by ORANGE 94.0. They regularly inform themselves about new developments.

ORANGE 94.0 offers courses for this purpose.

5.2) Editing: Content

Radio hosts confirm that their programme does not interfere with the rights of third parties and does not violate any contractual or legal regulations. Particularly relevant in this case are the private radio law, media law, Strafgesetzbuch [penal code], general civil law, and copyright law. Radio hosts particularly make sure to comply with standing journalistic diligence, the honour code of the Austrian press council and the programme principles according to the private radio law. Radio hosts ensure that their programmes include no commercial communication (particularly advertisements).

When asked, radio hosts must reveal the identity of unnamed content within the programme to ORANGE 94.0. This allows for the communication with the respective radio hosts. These details are solely to be used internally, and adhere to editorial confidentiality.

5.3) Data protection

Everyone has the fundamental right to the protection of personal data. In order to enable the democratic public task of the media, the media enjoy special facilities in the processing of personal data for journalistic purposes (§ 9 DSGVO). However, these facilities come with a special responsibility, it is particularly important to handle data carefully.

If personal data is processed for journalistic purposes by radio hosts and programme participants in connection with their programmes, ORANGE 94.0 is externally responsible under data protection law (Art. 4 para. 10 GDPR). Radio hosts and programme participants process such data under the responsibility of ORANGE 94.0.

In order for ORANGE 94.0 to be able to fulfil its responsibility in external relationships radio hosts expressly undertake to process such data in accordance with the legal provisions, in particular

- only for as long as the journalistic purpose requires, and to delete the data afterwards,
- to use the data only for broadcasting purposes (data secrecy),
- to ensure its security (in particular to protect it from unauthorised access) and
- to maintain an overview of the stored data, so that co-operation in the case of requests for information from data subjects can be guaranteed.

ORANGE 94.0 will support radio hosts and programme participants as far as possible organisationally, technically and with according information.

If radio hosts and programme participants use personal data in connection with their programmes for other than journalistic purposes (e.g. for newsletters to promote their programmes), they act under their own legal responsibility according to Art. 4 para. 10 GDPR.

5.4) Time slot

Radio hosts regularly fill the allotted time slot agreed upon with ORANGE 94.0 with content in adherence to the respective programme concept. Repeating of shows should only take place in exceptional circumstances. Should a show be repeated regularly, an agreement must be found with the programme coordination. Should an allotted time slot not be filled more than three times without prior notice, a programme can be taken off the air temporarily.

5.5) Organisation and production

Radio hosts are fully responsible for the organisation and production of the programme. They commit to handling the infrastructure provided by ORANGE 94.0 carefully sustainably and use it as intended. They will abide by the house and studio rules of ORANGE 94.0 and ensure that their guests (e.g. interview partners) do the same. Any problems or malfunctions in the studio must be reported immediately.

5.6) Information and clarification for involved parties

Besides the radio hosts themselves, there are also parties involved in broadcasts. These are all persons, who actively take part in the production of a programme (either live or as a pre-production), and have not signed a broadcasting agreement. In order to take pressure off the radio hosts, the involved parties are bound to the Broadcasting Conditions (attached) that are on display in the studios of ORANGE 94.0, and can be downloaded from the website of ORANGE 94.0. This is necessary, on the one hand to make certain rules (e.g the private radio law, the honour code of the Austrian press council) binding, also for involved parties. As well as, on the other hand ensuring the complete transfer of copyright and neighbouring rights (see point 6). Radio hosts must inform all involved parties about the reach and content of the broadcasting conditions.

5.7) External presentation

ORANGE 94.0 is a broadcaster, frequency and media holder. This is why radio hosts cannot present themselves as such, nor may they present themselves as representative of ORANGE 94.0. They will always present themselves as radio hosts.

5.8) PR work and promotion of the programme

Radio hosts support the PR work ORANGE 94.0 and the promotion of their programme. Insofar as possible they will provide an apt description of every show, fitting images (as graphics, drawings, or photos), explanatory or further information on studio guests, interview partners, events, communities, and so on (see point 6.4).

When promoting the show independently, “Radio ORANGE 94.0” must be mentioned as the broadcasting station, and the logo of ORANGE 94.0 must be included after consultation with the PR department of ORANGE 94.0. Lettering, jingles, as well as other design elements should be included if possible.

6) Right of use

6.1) Transfer of copyright and service protection rights to ORANGE 94.0

Radio hosts are the authors and/or holders of service protection rights for the programme, or they have acquired licences from third parties (see point 6.3). Upon completion of the deliverance of a show (as an upload or a live show), the radio hosts give ORANGE 94.0 a non-exclusive right of use. This puts ORANGE 94.0 in a strong legal position in regards to third parties, and specifically does not interfere with the authority of the radio hosts in regards to their content. This right of use is not remunerated, is irrespective of time or place, and includes all rights of use and the necessary author’s personal rights. These are specifically the right of reproduction, the right of distribution, the right of broadcast, including the right of first broadcasting, reporting rights, performing rights, and the right of making available (online rights), as well as the right of editing or modification. Within the usual framework of free radio, (particularly for purposes of handover of broadcasting, PR work, educational or research work) ORANGE 94.0 may pass on these rights to third parties in the form of rights of usage. ORANGE 94.0 will inform radio hosts about the handover of programmes to other radio stations individually.

6.2) Transfer of service protection rights to radio hosts

ORANGE 94.0 has a legal service protection right as a broadcaster (§ 76a UrhG), and if applicable as organiser (§72 UrhG) and/or producer of a physical medium (§76 UrhG), to every programme. In this instance ORANGE 94.0 gives radio hosts a non-remunerated, irrespective of time and place, and non-exclusive right of use for non-commercial use that includes all rights of use and exploitation. This right of use puts radio hosts in a strong legal position in regards to third parties and specifically does not interfere with the authority of ORANGE 94.0 in regards to their content. In order for further use, in particular in regards to commercial uses, an agreement must be concluded with ORANGE 94.0.

6.3) Licencing in regards to the rights of third parties

Should a programme include use of material of a third party, the radio hosts will ensure the correct licencing and the compliance with the licencing conditions independently. Should this concern commercially distributed music, the licences have already been acquired by ORANGE 94.0.

When licences are acquired the uses described in point 6.1 must be applied. Upon request radio hosts must provide all information on the licence holders and the licence conditions. Licence fees cannot be shouldered by ORANGE 94.0.

6.4) Other rights of usage and distribution of ORANGE 94.0

Unlimited rights of use of all materials that are provided to the radio hosts by ORANGE 94.0 for purposes of publication, are transferred upon broadcast to ORANGE 94.0, these rights are non-exclusive, non-remunerated, as well as irrespective of time and place. This includes the rights to edit or modify.

Radio hosts give ORANGE 94.0 the right of use of the necessary personal rights, irrespective of time and place, for purposes of promotion of the programme, its respective radio hosts or ORANGE 94.0.

7) Further aspects of the broadcasting agreement

Additionally, to the rules and regulations agreed upon in this document, further parts of the broadcasting agreement consist of: the “honour code of the Austrian press council (attachment 1), the “Charta of Free Radio Broadcasters Austria” (attachment 2), the “General Guidelines of ORANGE 94.0” (attachment 3), and the “House and Studio Rules of ORANGE 94.0” (attachment 4). Radio hosts explicitly acknowledge these terms as well.

8) Liability

Radio hosts ensure they adhere to all contractual agreements and legal requirements. Based on their organisational independence and responsibility, the radio hosts are responsible for the entire organisation, production, and contents of their programme. They are entirely liable themselves, and ensure to keep ORANGE 94.0 free from any legal action, particularly in regards to the rights of third parties.

9) Miscellaneous

The radio hosts explicitly agree to ORANGE 94.0 electronically processing their personal data and the data provided in this contractual agreement, and if necessary for contractual purposes, passing that information on.

Additionally, radio hosts agree to have important information regarding ORANGE 94.0 communicated with them via e-mail.

This broadcasting agreement represents the basis of a voluntary commitment for honorary work. It does not represent a work contract, and thus is not the basis for any form of employment relationship.

10) Duration of broadcasting agreement, dissolution

This broadcasting agreement is valid until 31.12.2026.

The radio hosts and ORANGE 94.0 can withdraw from this broadcasting agreement at any time. Should a programme already have been broadcast before the time of withdrawal, the agreed upon rights of use and licencing conditions, as described in point 6, remain unchanged.

*[This translation is solely to be used as informational material and is not legally binding.
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