

РАДИОТЕЛЕВИЗИЈА
МАКЕДОНСКА РАДИОТЕЛЕВИЗИЈА
Бр. 03-557/11
09.11.21 год
СКОПЈЕ

COOPERATION AGREEMENT

CONCLUDED BETWEEN

CROATIAN RADIOTELEVISION

AND

MACEDONIAN RADIOTELEVISION

Croatian Radiotelevision (hereinafter **HRT**), official seat Zagreb, Prislavlje 3, Croatia, company registration number: 2982546, Tax ID no. HR6841914305, registered at Zagreb, Croatia, represented by: Mr Robert Šveb, Director General

Macedonian Radiotelevision (hereinafter **MKRTV**), official seat Bulevar Goce Delchev bb, 1000 Skopje, North Macedonia, Tax ID no. [REDACTED], represented by g. Marjan Cvetovski, Director General

Pursuant to the provisions of the present Cooperation Agreement and in the light of the achieved results and obtained experiences and also by taking into consideration their common interests, Parties hereby express their intention to strengthen their excellent cooperation and relationship in radio and television broadcasting developed in the past.

For this purpose HRT and MKRTV (hereinafter collectively to be referred to as the: "Parties") hereby enter into

AGREEMENT No. UP-___/___

The purposes and objectives of cooperation

Article 1

Parties agree to formalize cooperation between the two public service media service providers in order to establish and develop their relationship, enrich their program contents, enable fast information exchange, care about minority rights and facilitate tolerance, multiculturalism and similar European values. In order to achieve the above objectives, Parties will make efforts to: intensify programme content exchange, plan and carry out joint programmes, organize professional trainings and also seek such cooperation opportunities which serve both Parties' interests.

Program exchange

Article 2

Parties intend to exchange copyright-free programmes. The exchange of Programmes that necessitates further copyright consultations will be realized under more detailed conditions regulated by separate agreements.

The receiving party may only broadcast the programme material exclusively in its own programmes; however, neither the format nor the contents of the programme can be altered.

Accordingly, the receiving party is obliged to broadcast the programme in an objective manner corresponding to the original, together with its titles, start and end credits. The receiving party is not entitled to hand over the acquired programmes to any third persons.

Pursuant to the provisions above, according to their needs, Parties are free to select from the programme material handed over to them on the basis of their separate agreement, and broadcast such material in their own edition without altering the original content and message of the programme, under the condition that the providing party possesses all proprietary copyright of the requested material on the broadcast area

of the receiving party. In this respect Parties acknowledge that the exploitation rights on the provided programme material is not exclusive.

The receiving party undertakes to transmit or broadcast the programme material received from the providing party in broadcast quality without any quality reduction. All technical costs of taking over and broadcast the programme material, as well as cost of organizing the possible subtitling in compliance with the national broadcast legislation of the receiving party shall be borne by the receiving party.

The parties to the contract mutually agree to regulate in advance and in full all copyright, performance and other rights (including all integrated copyrights, rights to archival material, photographs, animations, works of art, integrated musical works and other) for unlimited use, so that from these bases, no obligation to pay or regulate the relationship or rights is transferred to the contracting parties that will broadcast the exchanged program content. Any eventual request of third parties on this basis is undertaken by the party who provided the program content.

Article 3

Parties furthermore set out that MKRTV and HRT respectively shall mutually provide each other upon request with footage made on the important events of their own country without compensation, by charging only for technical costs, under the condition that all proprietary copyright related to the recordings are in possession of MKRTV or HRT respectively.

In addition to the above, Parties undertake to inform each other about the received and broadcast programmes.

Parties oblige themselves to pay any and all fees (authority fee) related to the programme distribution as it is prescribed by the applicable legal regulations of the distribution area. To all other eventual rights, authorizations and obligations related to the broadcast and/or cable distribution the provision of the relevant international treaties and agreements and the legal regulations being in force in the respective country shall be applied.

Parties furthermore undertake that simultaneously with the termination of the present Cooperation Agreement they shall destroy all provided material in their possession under the present Cooperation Agreement and shall record a protocol thereof, which shall be sent to the providing party.

Co-productions, technical and other support

Article 4

According to their capacities and needs, Parties support coproduction cooperation and the creation of joint programmes in topics of their mutual interests. Parties will set out the individual conditions and aspects of coproduction programmes in a separate written agreement to be concluded with each other.

Depending on their potential and needs, Parties shall mutually participate as partners in grant applications launched in their countries or in the EU.

Professional training

Article 5

Parties shall keep each other informed of the organized professional and vocational trainings. The Parties undertake to allow their employees to participate in such short-term study and work training in order to improve Croatian or Hungarian language respectively. The sending party shall cover the costs of international transport. The receiving party pays a housing allowance under the applicable laws of the country of the training. Without a written agreement, travel and accommodation costs and daily allowances shall be borne by the sending party.

Miscellaneous provisions

Article 6

Any modification to the present Cooperation Agreement is valid only in written form signed by all parties. All issues not governed by the present Cooperation Agreement shall be settled by the parties through negotiations or by entering into a separate agreement.

Parties enter into the present Cooperation Agreements for indefinite term, and any party may terminate the present Cooperation Agreement without reasoning with three (3) month notice period. The present Cooperation Agreement enters into force on the date of signing.

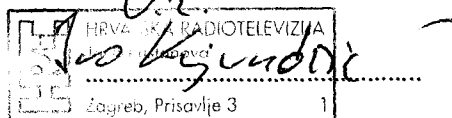
Parties are obliged to refrain from any act that would violate or endanger other party's lawful interests and/or good reputation.

Parties agree to respect each other's moral rights with special regard to their goodwill. In case of the violation of such provisions, the injured party is entitled to terminate the present Cooperation Agreement with immediate effect.

Parties strive to settle their disputes arising from the fulfilment of the present Cooperation Agreement in good faith through negotiations. Should this be unsuccessful and a lawsuit is initiated, then the respondent's party law shall be considered to be the governing law of this Cooperation Agreement.

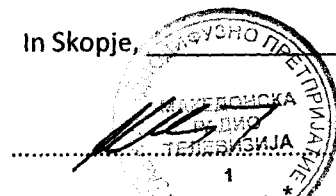
The present Cooperation Agreement is signed in Croatian, English and Macedonian language counterparts. In case of any deviation in the interpretation of the text, the English version of the present Cooperation Agreement shall prevail.

In Zagreb, _____



HRT - Croatian Radiotelevision
Robert Šveb
Director General

In Skopje, _____



MKRTV – Macedonian Radiotelevision
Marjan Cvetovski
Director General