

APPENDIX 2

Use of French Courses

Some Partners wish to benefit from the "French Courses" that form part of the Content offered by FMM under these General Terms & Conditions and are provided by FMM as part of its activity. The purpose of this Appendix is therefore to describe the special terms & conditions under which Partners who wish to benefit may use these "French Courses". It is made explicit that the French Courses are intended only for foreign Partners with no authorization to broadcast over French territory served by the CSA. Thus the French partners, in particular Category-A local radio stations, are expressly excluded from this authorization, under Article 2 of the General Terms & Conditions.

Article 1 Purpose of Appendix 2

The purpose of this Appendix is to supplement the provisions in the General Terms & Conditions, by defining more precisely the terms and conditions under which the "French Courses" may be used, and those under which FMM provides them to Partners who wish to broadcast them as part of their own schedule or from their dedicated Web sites.

The Partner publishes the radio service as described in the Special Terms & Conditions that the Partner is required to add, as defined in the conditions defined in the Preamble to the General Terms & Conditions.

Article 2 Intellectual property

The French Course comprises several episodes making up a series. Each episode in the series is indissociable from the other episodes. The French Course must therefore be broadcast in its entirety, at the broadcasting frequency indicated by RFI. The Partner is therefore authorized to use the French Course only in the context of a series, under the terms and conditions set out below.

It is made explicit that the French Course must be reproduced and presented in full, with no modifications, cuts, additions, superimpositions, alterations, reductions or insertions.

In this context, FMM authorizes the Partner to use the French Course on a non-exclusive basis, over the Territory defined in the Special Terms & Conditions, for a period of one year from the date the Partner downloads the French Course from the Programme Bank.

FMM thus assigns to the Partner, free of charge, the following exploitation rights:

- the right for the Partner to include the French Course in its schedule, with the intention of broadcasting it over its radio network or from its Web site, accessible at the address given in the Special Terms & Conditions;
- the right to present the French Course with the aim of broadcasting it over its radio network, and more generally the right to communicate the French Course to the on-line public from its Web site;
- the right to reproduce the French Course in order to broadcast it over its radio network and from its Web site.

These exploitation rights are assigned to the Partner free of charge and non-exclusively, for the Territory and period defined above.

FMM shall hold the Partner harmless from any resulting proceedings, actions or claims from third parties.

In addition, the Partner undertakes to take responsibility for all the necessary declarations to the appropriate collecting societies for the use that it makes of the French Courses under the terms of this document. FMM must authorize separately in advance any other use not provided in this document.

In this regard, the Partner shall hold FMM harmless from any proceedings, actions or claims from third parties, and any costs and expenses (including any reasonable legal costs).

The Partner may not grant a third party any sub-licence to use the French Course. All other rights and authorizations not provided in this document are specifically excluded.

It is made explicit that the Partner is given no rights other than those expressly provided in this document. FMM retains full ownership of the tangible and intangible rights to the French Course, and the Partner may not therefore invoke any intellectual property or other right.

It is made explicit that FMM reserves the right to ask the Partner to suspend, and thus immediately to stop broadcasting, the French Course over its network and from its Web site, if FMM considers that the Partner is using the Course in a way that does not comply with the provisions in this document and/or that damages the rights of FMM and/or those of a third party.

Article 3 Means used by FMM to supply the French Course

FMM supplies the Partner free of charge with everything it needs to broadcast the French Course, and the Partner undertakes systematically to employ what it receives when broadcasting the Course.

FMM makes the material available to the Partner via the Programme Bank, under the terms and conditions provided in Article 8.3 of the General Terms & Conditions.

The material will be available via the Programme Bank from the time the Contract is signed.

Article 4 Undertakings by the Partner

The Partner undertakes systematically to quote the following when broadcasting the French Course over its network: "A French course devised and produced by Radio France Internationale (RFI)".

In addition, the Partner also undertakes to show on any written and/or visual material presenting the French Course, the name(s) of the actors concerned. FMM will send it the names before the broadcast (Original texts; Adaptation/translation; Original music; © RFI).

The Partner undertakes to show the same information on the page of its Web site from which the French Course will be broadcast. It also undertakes to install a click-on link on the page (click-on RFI Savoirs logo) directing surfers to the RFI Savoirs web page from which the French Course is accessible.

The Partner also undertakes to make all the declarations for the rights relating to its own use of the Course, in compliance with the provisions in Article 2 of this document.

Article 5 Use of brand names

Under the provisions in Article 10 of the General Terms & Conditions, FMM and the Partner each authorize the other to use its brand names and/or logos, non-exclusively and only in the context of this document and for the term of the Contract. This authorization extends under the same Terms & Conditions to the Partner's use of the RFI Savoirs brand.

It is made explicit that their brand names and/or logos remain the exclusive property of each Party.

Article 8 Contacts

France Médias Monde - RFI - French language service

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France
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Article 9 Miscellaneous

All the provisions in the General Terms & Conditions apply to and may be invoked against the Partner, who undertakes to comply with them.