



Part 1: General Terms and Conditions of TMC License

1.0 Definitions:

- 1.1 The TMC and Office of TMC:** The Temporary Media Commissioner and the Office of the Temporary Media Commissioner shall mean those institutions as established by UNMIK Regulations 2000/36, 2000/37 and associated Administrative Directions and Executive Decisions issued by the Special Representative of the Secretary-General (SRSG.)
- 1.2 TMC Regulations:** TMC Regulations shall mean all statements of rights and obligations of broadcasters in Kosovo promulgated by the SRSG and/or the Temporary Media Commissioner pertaining to radio and television broadcasters.
- 1.3 Licensee:** Licensee shall mean a radio or television broadcaster to which the TMC grants a License and the use of associated broadcast frequency(ies).
- 1.4 Station:** Station shall mean the physical entity and staff of a Licensee which conducts broadcasting under a TMC License; a broadcaster.
- 1.5 Program:** Program shall mean the audio-visual content of broadcasting transmitted by a Licensee, including advertising.
- 1.6 General Terms and Conditions of License:** General Terms and Conditions of License shall mean the rights and obligations of a Licensee applicable to all radio or television broadcasters.
- 1.7 Technical Terms and Conditions of License:** Technical Terms and Conditions, constituting Part 2 of TMC licenses, shall mean the operating parameters of an individual station, including the frequency, location, permitted power-level, antenna characteristics and other technical information specified in a Table issued to a station by the TMC as an integral part of its license.
- 1.8 Licensed Program Format:** License Program Format shall mean the components of a broadcaster's program as specified in Part 3 of the License.
- 1.9 Mapped Program Area:** Mapped Program Area, Part 4 of TMC licenses, shall mean a digital image produced by TMC depicting the topographic area of Kosovo which the Licensee is authorized to cover.

2.0 Grant of License:

2.1 Duration of License: A License shall remain valid until amended or terminated by the TMC or superseded by a License issued by the TMC or its legal successor.

3.0 Compliance:

3.1 Nature of License: Acceptance of this License constitutes a binding contract on the part of the Licensee to comply with Regulation 2000/36 as well as the terms and conditions of this and all other Parts of TMC Licenses, as well as to all regulations, codes of conduct and lawful directives and orders promulgated by the Temporary Media Commissioner or any other authorized legal body unless the Licensee is specifically exempted by the TMC in writing from such provisions.

3.2 Validity of License: The validity of this License is contingent on compliance with its terms and conditions as well as with the instruments cited in 3.9. Serious violations of this license, including but not limited to an unauthorized transfer of ownership or control of the Licensee and its associated frequency(ies) may result in revocation of a License.

3.3 Compliance with Orders: The Licensee shall comply promptly with any lawful order or direction given by the TMC to implement broadcast regulations including but not limited to a TMC order to correct technical deficiencies in the station's broadcast signal that may cause interference with other authorized users of the frequency spectrum.

3.4 Public Service Announcements: The Licensee shall broadcast such public service announcements as the Office of the Special Representative of the Secretary General or the Office of the Prime Minister may deem necessary and urgent in the interest of public order.

3.5 Access to Premises: The Licensee shall permit any person authorized in writing by the TMC to enter into any premises that the Licensee may use for purposes of broadcasting, program production or administration, so as to inspect or examine any records or equipment, or to test any equipment, for the purposes of verifying compliance with lawful regulatory requirements of the TMC.

3.6 Public Funding: A licensee receiving funding from the Kosovo Consolidated Budget or from other mandatory public fees applicable in Kosovo shall annually prepare a public report accounting for the disposition of such funds, and shall be subject to financial inspection and review by the TMC.

3.7 Compliance with Codes of Conduct: The Licensee shall be held responsible for compliance with duly issued broadcast codes of conduct in respect to all programming that it may broadcast, regardless of the original source of such programming.

3.8 Opportunity to Respond: Where apparent violations of this License or other applicable regulations or laws may occur, the TMC shall provide a full and fair opportunity to respond to any allegation of violation.

3.9 This License incorporates by legal reference the following instruments:

- (a) TMC Broadcast Codes of Conduct and related instruments promulgated by the TMC;
- (b) Parts 1, 2, 3 and 4 of TMC Licenses;
- (c) Media election rules as may be issued by the Central Elections Commission;
- (d) UNMIK Regulation 2000/36.

4.0 Operating Provisions

4.1 Copyright Obligations:

4.1.1 The Licensee is required to comply with applicable law on intellectual property in Kosovo, and in particular to obtain valid copyright clearances and permission for use of any and all commercial programming. This includes reproduction, retransmission and simultaneous relaying of foreign and imported signals, be it from distant territorial broadcasters as well as satellite-derived signals and programming. In the event that the programming is legally deemed in the public domain, no such permission is required.

4.1.2 The Licensee agrees to provide TMC copies of such licensing agreements within three business days upon written request.

4.2 Maintenance of Archives:

4.2.1 Radio broadcasters shall retain a 21 day archive of all program material broadcast, on tape cassettes or equivalent digital format.

4.2.2 Television broadcasters shall retain a 21 day archive of all program material broadcast, on VHS tape or DVD format.

4.3 Information Licensee is Required to Provide to TMC:

4.3.1 The Licensee shall within five working days inform the TMC about changes in the following information, all of which shall be treated by TMC as a matter of public record:

- (a) Any change in the status of individuals, officers of NGOs or owners of companies that hold a TMC license or ownership share that may result in their disqualification for a license shall be reported to the TMC with five (5) working days of the change in status. A disqualified individual must dissociate himself/herself from the licensee within 30 days of becoming disqualified unless TMC permits a longer period of adjustment. TMC shall seek in such cases to minimize the risk of disruption of operations of the broadcaster.
- (b) Station address of record, telephone, fax or other contact information;

- (c) Technical information noted as requiring notification in Part II of TMC licenses;
- (d) Senior (Key) Management, including station director, news director and technical director;
- (e) The identity of owners listed in the license application who own less than a 10% share of a broadcaster registered as a private, limited share company (changes of 10% or greater require prior TMC approval in accordance with section 5.2 of Part 1);
- (f) The identity of directors of an NGO which constitutes a Licensee;
- (g) Significant changes in operating hours;
- (h) Interruptions in broadcasting greater than one full day's program schedule.

4.4 Commencement of Broadcasting: Unless specifically exempted by the TMC, the Licensee must commence broadcast operations and come into compliance with the terms and conditions of the license within 90 days of receipt of a license or an amendment thereto. Failure to comply with this requirement may result in the cancellation of the license or its amendment.

4.5 Broadcasting Time: Licensed use of a frequency is permitted 24 hours a day, seven days a week unless otherwise limited in the Specific Terms and Conditions of a License. Unless specifically exempted by the TMC, the License shall broadcast a minimum of six hours a day, seven days a week, between 06:00 and 24:00.

4.6 Use of Transmission Services: The Licensee may contract with a technical service organization approved by the TMC for the purpose of operating and maintaining transmitters and links on behalf of the Licensee. In such cases, the Licensee shall fully retain the rights and obligations of a Licensee.

4.7 Station Identification:

4.71 A radio Licensee shall identify itself on the air clearly and consistently by its authorized name at least once in every 60 minutes of broadcasting.

4.72 A television Licensee shall identify itself on the air clearly and consistently by its authorized name at least once in every 60 minutes of broadcasting, and shall maintain a distinct identity logo on screen during all programming, except during commercial advertising.

4.73 A Licensee that rebroadcasts programs produced by other broadcast organizations shall clearly and consistently identify the source of the rebroadcast program.

4.8 Health and Safety Practices:

- 4.8.1** The Licensee shall operate all broadcast systems and facilities with due regard for the health and safety of employees and the general public, in accordance with applicable laws in Kosovo.
- 4.8.2** Antenna structures shall conform with generally accepted European standards of safe construction and maintenance, including the use of appropriate aircraft warning lights, in accordance with applicable laws in Kosovo.
- 4.8.3** The Licensee shall conform to such generally applicable guidelines or instructions as the TMC may issue for providing public access to its License, written complaints, ownership or such other documents pertaining to the operation of the station that the TMC may deem to be in the public interest.

4.9 Interruptions of Broadcasting: Frequent or prolonged interruptions in a Licensee's broadcast operations will result in a review of the circumstances by the TMC and may result in a revocation of the License.

4.10 License Fees: The Licensee shall, upon the grant of a License, pay a License Fee to the TMC according to rates and schedules to be specified by the TMC.

4.11 Program Format:

- 4.11.1** Pursuant to the requirement of UNMIK Regulation 2000/36 Section 2.3 that the TMC take the public interest into account in issuing broadcast licenses, the Licensee is expected in its broadcasting, as a condition of License, to adhere to the general format and structure of the program upon which the grant of License and the use of frequency spectrum is based. Failure to do so may result in revocation of License.
- 4.11.2** The licensee is required to notify the TMC in advance of significant proposed changes in type or source of programming as given in Part 3 of the License or of the proposed elimination of a component of the licensed format. The TMC will advise the Licensee in a timely manner as to whether such proposed changes are consistent with the public interest upon which the original License was granted, and if so will amend Part 3 of a broadcaster's license accordingly.

5.0 Use and Transferability of License:

5.1 Character of License: This License constitutes a conditional grant of permission by the TMC for the use of one or more specific broadcast frequencies as specified in the Technical Standards, Terms and References of this License. The License conveys no ownership of a frequency.

5.2 Transfer or Assignment of License: The Licensee may not transfer or assign this license or its designated frequency(ies) without the prior written consent of the TMC. Any change in the ownership affecting more than a 10% share of interests or otherwise substantially affecting control of the Licensee shall require prior written authorization from the TMC. This requirement shall also apply to a change in the directorship of a licensee that is registered as an NGO, in accordance with TMC rules on Qualification for a License. Under no circumstances shall any financial compensation be paid or accepted for transfer of this license, in the event that permission to transfer is provided by the TMC.

5.3 Effective Control of Frequency: The Licensee shall not transfer effective control of a licensed frequency to any third party wholly or in part without specific prior written authorization from the TMC.

5.4 Consent for Transfer: The TMC will consent to a transfer of license only if it is satisfied that the individual or organization to whom it is proposed to transfer the license meets TMC standards of qualification for a license. TMC may, at its discretion, require that any transfer of a license to new ownership be subject to a public hearing and/or a public tender to ensure that any such transfer fully serves the public interest.

5.5 Death or Incapacity of Licensee: In the event that the Licensee, if an individual, dies or is incapacitated; or the Licensee as an organization ceases to operate, dissolves or is declared bankrupt by an appropriate authority, the TMC may terminate the License or transfer the License to a qualified successor. A License shall not be treated as an asset or property subject to financial receivership or probate.

6.0 Amendment of License:

6.1 Application to Amend a License: In addition to provisions for the transfer of ownership specified in Section 5.0, the Licensee may apply to amend specified sections of Part 2 of the TMC license as well as Parts 3 and 4, including frequency, Effective Radiated Power and location of transmitter or antenna, program format and coverage area, by requesting such changes in writing to the TMC. Such changes may be made only upon prior written approval of the TMC.

6.2 TMC Amendment of License: The TMC may, upon delivering a written notice to the Licensee, amend the terms of Part 2, the Technical Standards, Terms and References, of a broadcast license consistent with due process under Regulation 2000/36, providing such changes are demonstrably necessary to ensure orderly management of the frequency spectrum and the Licensee has a reasonable opportunity to make representations to the TMC concerning the proposed changes.

7.0 Sanctions for Breach of TMC License and Regulations:

7.1 Applicable Sanctions: Violation of the terms and conditions of this License or its associated instruments may result in one or more of the following sanctions specified in UNMIK Regulation 2000/36:

- (a) The requirement to broadcast a correction or apology;
- (b) A warning;
- (c) A fine of not less than 1,000 DM [Euro 500] and not exceeding 100,000 DM [Euro 50,000];
- (d) Suspension of the broadcast license;
- (e) Denial of entry into premises;
- (f) Seizure of equipment;
- (g) Closedown of broadcast operations; or
- (h) Termination of the broadcast license.

7.2 Seizure of Equipment: The Licensee agrees with the following terms relating to the seizure of broadcast equipment pursuant to Section 3.1(f) of Regulation 2000/36:

7.2.1 In the event that licensee replaces seized equipment without written authorization of the TMC, such unauthorized actions shall constitute a material breach of the licensing terms for broadcast, which shall result in the immediate permanent revocation of the broadcast license;

7.2.2 Upon seizing broadcast equipment pursuant to Section 3.1(F) of Regulation 2000/36, the TMC shall provide a receipt for all equipment seized to the licensee. Pending a final decision by Media Appeals Board, the seized equipment shall remain in the exclusive custody of the TMC. The TMC takes full responsibility of the seized equipment during the period it is in the custody of the TMC.

7.3 Suspension or Revocation of License:

7.3.1 In the event that the TMC issues sanction 7.1 (e), (f), (g) or (h) against Licensee requiring suspension of broadcasting or revocation of the Licensee's authorization to broadcast, unless an emergency situation is proclaimed by the SRSG or other authority authorized by law to declare such an emergency, the sanction shall not be effective pending a final determination by the Media Appeals Board. In the event of an emergency situation, a Licensee ordered to suspend broadcasting shall do so immediately upon delivery of such an order from the TMC. Failure to comply may result in revocation of license.

7.3.2 The Licensee acknowledges and accepts that violation of the terms and conditions of this License, as well as the terms and conditions of those instruments cited in 3.10 are subject to sanctions listed in UNMIK Regulation 2000/36 and herein, including revocation of a License if such violation is deemed a serious breach of this License agreement.

8.0 Force Majeure:

8.1 Consideration of Force Majeure: In assessing a failure of a Licensee to comply with the terms of its License, the TMC shall take into account any severe and uncontrollable circumstances of *force majeure*, such as eviction from premises, fire, explosion or civil disturbance.

8.2 Non-Applicability to License Fees: The circumstances listed in Section 8.1 shall not be held to justify suspension of any license fee payments that may fall due. Nor shall minor equipment failures that do not otherwise affect operation of the station be interpreted as *force majeure*.

9.0 Language

9.1 In case of a dispute concerning interpretation of this License, the English-language version shall prevail.

By affixing a signature on behalf of Licensee below, Licensee hereby accepts and agrees to all the terms and conditions stipulated in Part 1 of this License, including adherence to the Broadcast Code of Conduct.

NAME :

DATE :

SIGNATURE :

On behalf of Licensee:

By affixing the signature of the TMC below, this license shall be deemed officially issued and valid.

NAME:

DATE:

SIGNATURE:

SEAL

[Adopted: 25 April 2005]