

# Terms of Use: Community Radio Exchange

## Producer: License Agreement for the NCRA/ANREC Community Radio Exchange

Between

A show producer using the Community Radio Exchange  
"Independent Producer"

and

The National Campus and Community Radio Association, Canada  
"NCRA/ANREC"

*Enacted September 28 2018*

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This License Agreement sets the terms and understanding between Independent Producer (attached to a NCRA/ANREC Member or independent of a radio station) and NCRA/ANREC to present shared content produced by the Independent Producer to NCRA/ANREC members for use in on-air programming.

### **Background**

The NCRA/ANREC have developed digital platform for sharing, distribution and promotion of content created by their members for other members to utilise or the public to consume called the Community Radio Exchange ([www.communityradioexchange.ca](http://www.communityradioexchange.ca)). This is a private system for campus/community radio stations who are members of the NCRA/ANREC.

### **Purpose**

This license will outline how Independent Producer will be allowed to use the NCRA/ANREC community radio exchange at no cost, for distribution of programming to NCRA/ANREC members who may wish to air such programming.

By agreeing to the Terms of Use, the Independent Producer, releases and forever discharges NCRA/ANREC, its agents, officers and employees, from any and all claims and demands arising out of or in connection with the use of said Audio/Video/Images, including but not limited to, any and all claims for invasion of privacy, defamation, copyright infringement or financial compensation.

This will be accomplished by undertaking the following activities

Independent Producer will:

- I. Coordinate to upload the Independent Producer podcast / radio series to the NCRA/ANREC's Community Radio Platform on a regular or one-time basis.

- II. Include all relevant and required information to meet CRTC requirements to air such a show.
- III. Include audio, video or images which copyright is held by the Independent Producer, or can produce approval of such use.
- IV. Allow all NCRA/ANREC member stations (and others participating in the Community Radio Exchange) to air, unaltered, full shows from Independent Producer produced content OR use portions of Independent Producer produced content in their own local programming citing Independent Producer as the source.
- V. If producing a series of weekly, bi-weekly, monthly or seasonal programming, inform any stations who air such programming that the programming will cease to be distributed no less than two weeks before the last program is made available.
- VI. Inform all radio stations who air said series or programming of any legal issues, immediately upon discovery of said issue.
- VII. Subject to the requirements set out in Appendix A related to content distribution and information.

## **Funding**

There is no funding required to use the community radio exchange. Content distributed via the NCRA/ANREC Community Radio Exchange cannot be charged for by the Independent Producer.

Volunteer donations are permitted.

If in the future the Independent Producer and NCRA/ANREC wish to engage in additional development which required funding, there will be an agreement put into place before any such funding is required.

## **Duration**

This license is at-will and may be modified by mutual consent of authorized officials from Independent Producer and NCRA/ANREC. This MOU shall become effective upon agreeing to this contract when signing up to the Community Radio Exchange, and will remain in effect until terminated by any one of the partners, provided 30 days' notice is given or failure to use the exchange for longer than 60 days.

This contract may be updated from time to time, without notification to the user, with approval from the NCRA/ANREC Board of Directors.

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## **Appendix A - Content Distribution and Information**

All content uploaded to the Community Radio Exchange shall follow the requirements listed below. Independent Producers found in violation may lose the right to distribute content and utilise the service. The NCRA/ANREC Executive Director holds all authority over said decisions. Appeals can be made through the NCRA/ANREC executive director.

Content distributed over the NCRA shall be free of:

- sexist,
- racist,
- ageist,
- homophobic,
- anti- Semitic, or

- that maligns differently-abled or economically disadvantaged peoples.

The NCRA is committed to providing alternative radio to an audience that is recognized as being diverse in ethnicity, culture, gender, sexual orientation, age, and physical and mental ability.

NCRA member stations are committed to the principle of providing community-based programming to this diverse audience. Recognising that mainstream media fails to recognize or in many instances reinforces social and economic inequities that oppress women and minority groups of our society, programming shared on the Community Radio Exchange serves the needs of socially, culturally, politically and economically disadvantaged groups in society.

In addition, all content will contain information required to meet CRTC regulations. This includes but not limited to [CRTC 2010-499](#) requirements around:

- Title
- Short Description
- Description
- Upload a Program Logsheet.
- Guests/Speakers
- Series
- Recording Date
- Topicality (How long the program will remain relevant or topical)
- Program Status (How ready is the program to be aired on another station)
- Hosts
- Recording Location
- Language
- Copyright
- Credits
- Comments
- Type of Show (Category)

You must have authority to distribute the content you share. By uploading, you agree to give broadcast rights to any member station who wishes to air your content.

The NCRA/ANREC reserves to right to modify or remove any content, without penalty, uploaded to the Community Radio Exchange without notice.