

CONTRACT TO TRANSFER/LICENSE IMAGES

The first party: CORPORACIÓN DE RADIO Y TELEVISIÓN ESPAÑOLA, SOCIEDAD ANÓNIMA SME (RTVE)
 Tax identification number: A-84/818558.
 Address: AVENIDA DE RADIO TELEVISIÓN Nº 4, POZUELO DE ALARCÓN (MADRID 28223)
 Representative(s): Mr. RODOLFO DOMÍNGUEZ ALFAGEME) *Provide authorization details.*

The second party: Name of the Company: Real Sphanish (THE ASSIGNEE)
 Tax identification number:
 Address: C/ Aurora 12, B 2 Interior ...08001 Barcelona
 Representative(s): Ms. Elizabeth Coelho NIE y 0235707 V

SPECIFIC CONDITIONS

IMAGES TRANSFERRED/LICENSED: <div style="margin-left: 20px;"> ➤ Images from the RTVE archives: “5 minutes 31 seconds footages “Cuéntame and news about the time change and Caravan of women in Plan” , Images from the NO-DO archives: “.....” </div>

FOR USE IN: Spanish learning platform “Real Spanish”
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MATERIALS: 4 x mp4 (aspera)					
DELIVERY OF MATERIALS:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Delivered to the Assignee on July 16, 2019</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>..... is in the Assignee’s possession (<i>specify reason</i>)</td> </tr> </table>	<input checked="" type="checkbox"/>	Delivered to the Assignee on July 16, 2019	<input type="checkbox"/> is in the Assignee’s possession (<i>specify reason</i>)
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A) PUBLIC BROADCAST/COMMUNICATION:						
1) Cinematographic broadcast	<input type="checkbox"/>	5) Internet (with password)	<input checked="" type="checkbox"/>	9) Cable	<input type="checkbox"/>	
2) Free Digital Terrestrial Television (DTT)	<input type="checkbox"/>	6) Pay Per View	<input type="checkbox"/>	10) Satellite	<input type="checkbox"/>	
3) Pay Digital Terrestrial Television (DTT)	<input type="checkbox"/>	7) VOD/NVOD/SVOD	<input type="checkbox"/>	11) Other.....	<input type="checkbox"/>	
4) Closed Circuit	<input type="checkbox"/>	8) Mobile devices	<input type="checkbox"/>	12) Other.....	<input type="checkbox"/>	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">NUMBER OF SHOWINGS : Unlimited</td> </tr> </table>						NUMBER OF SHOWINGS : Unlimited
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B) REPRODUCTION / DISTRIBUTION (HOME VIDEO): DVD / BLU-RAY (OTHER)..... 						

IN EFFECT: From August 1, 2019 Until July 31, 2024	GEOGRAPHIC SCOPE The world
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LENGTH OF IMAGES (<i>in minutes/seconds</i>): RTVE archive: 5’ 31” NO-DO archive:

Royalty: RTVE archive: € 450 plus VAT per minute or fraction thereof NO-DO archive: € __.00 plus VAT per minute or fraction thereof Technical cost: €256 plus VAT	TOTAL ROYALTY: €2700 plus VAT RTVE archive: € 2700 plus VAT NO-DO archive: € __.00 plus VAT TOTAL TECHNICAL COST: €256 plus VAT
TOTAL CONTRACT COST: € 2.956 plus VAT	<input checked="" type="checkbox"/> Cash

PAYMENT

Within ___ days of delivery of materials

CONTRACT MANAGERS: Charged with overseeing and ensuring the correct undertaking of the services and obligations agreed to in this contract.

RTVE: Department

Ms. Cristina Carpio
 Avda. Radio Televisión, 4
 28223 Pozuelo de Alarcón (Madrid)
 Tel. + 34..91 581 54 28
 Email:cristina.carpio@rtve.es

Assignee: Ms.Elizabeth Coelho – Directora Proyecto
 C/ Aurora 12 , B2 Interior 08001 Barcelona
 Tel móvil 603403369

Email: e.coelho@utoronto.ca

In Madrid, on the July of 16, 2019.

For RTVE

For the Assignee

Signed: Rodolfo Domínguez Alfageme

Signed: Elizabeth Coelho

Signing this contract entails accepting the Specific Conditions contained above and the Terms and Conditions included below.

ONE - The transfer/licensing of images shall be non-transferable (meaning they cannot be transferred/licensed, marketed or distributed to third parties) and non-exclusive in nature.

RTVE does not transfer/license the right to transform the images. As a result, the assignee agrees not to alter or modify them in any way or to reproduce them in a context different from that specified in the contract. Likewise, the assignee agrees not to undertake or omit any action that could be detrimental to the rights that RTVE has to the images, or to the moral rights of their authors.

The images transferred/licensed in the contract and belonging to the NO-DO archives, if any, may not account for over 20% of the total duration of the video or product in which they are included.

When demanded by RTVE, the assignee must provide to RTVE a copy of the final version of the video or production into which the transferred/licensed images are incorporated, or to report the specific date and time when said video/production will be aired if it is broadcast on a national network.

TWO - The assignee accepts all responsibility that may result from the use that is made of the images transferred/licensed, and absolves RTVE of any claims (by third parties or by the assignee itself) that could arise or result from said use.

The assignee expressly states that it will only use the transferred/licensed images in keeping with the purpose and conditions specified in the contract, and that it will prosecute any illegal use of said images.

The assignee shall be liable for any damage caused to RTVE for the conduct of any activity not authorized in the contract. It shall also be responsible for those activities carried out by third parties that derive from negligence on the part of the assignee in terms of preserving and safeguarding the transferred/licensed images.

In the event that the assignee uses the transferred/licensed images for other programs or in a context different from that stipulated in the contract, RTVE may demand, as compensation for the breach, the payment of an amount that is three times the price shown in the contract for each unauthorized use. If the breach persists, RTVE may take the appropriate legal measures to demand the stoppage of said actions, as well as to claim those damages that it deems to have been caused to it by the improper use.

THREE - The assignee shall be responsible for obtaining those authorizations that are required by the applicable law, as well as to pay any amounts that may be required of it and that may be owed to the authors, performers or any third parties related with the transferred/licensed images for broadcasting their works pursuant to the execution of this contract. Therefore, any authorizations issued by RTVE refer solely and exclusively to the rights it has to the transferred/licensed images, and are independent of any other rights that, in keeping with applicable laws, may be relevant or required in order to broadcast the images (such as those rights held by management agencies, etc.), which shall be payable by the assignee or by the entity that is using said images.

FOUR - The agreed-upon Price in the contract shall be subject to the legal deductions and/or withholdings that are legally specified for tax purposes. The payment shall be made via bank transfer to the account provided in the invoice, and must be paid by the assignee within the period indicated in the Specific Conditions of the contract, in observance of any applicable legal provisions.

Failure to pay on time shall result in interest payments, the amount of which shall be as determined by law.

FIVE - Unless otherwise specified in the Specific Conditions of the contract, any costs that arise as a result of duplicating, delivering and/or making available the materials being transferred/licensed shall be borne by the assignee.

In general, the material is provided as a commodatum, and as a result, the assignee shall, at its expense, make any copies of the material it requires and bear the expenses and obtain the authorizations needed to undertake said reproduction. It may, however, commission RTVE to make this application, which would be done on its behalf, with the assignee being required to pay for same and to obtain all the required authorizations.

FORM C-T 16.2 -SALE OF CLIPS-

Once the term of the transfer/license expires, the assignee agrees to destroy or delete the material in its possession, if it is not possible to return it.

SIX - At contract signing, the assignee must present to RTVE the documentation certifying its legal capacity, or in the case of representation, of the signer(s) of the agreement. RTVE may also demand from the assignee at any time documentation certifying compliance with its tax, occupational, commercial and other obligations.

SEVEN - Any personal information collected pursuant to this contract, or to any other relationship maintained with RTVE, shall be incorporated into computer or manual files that are the responsibility of RTVE, for the purpose of maintaining the existing contractual relationship. Pursuant to Organic Law 15/1999 on Data Protection of 13 December, and its implementing regulation, the PRODUCTION COMPANY may exercise its rights to access, correct, delete and oppose the processing of its data by writing to the data controller, RTVE, at the following email address: incidencias-lop@rtve.es or by going to RTVE, located at Avenida de Radiotelevisión, 4 -28223- Pozuelo de Alarcón (Madrid) with a copy of his/her identification document or passport.

EIGHT - Due to the confidential nature of the agreements, neither RTVE nor the assignee (nor any of their employees) may disclose, for the duration of this contract or at any time afterward, any kind of information pertaining to the terms contained in the agreement entered into by both parties.

Any information that either party must disclose or provide to comply with its legal obligations shall not be regarded as a violation of this stipulation.

NINE - The contract shall be canceled upon completion or if terminated for any of the reasons listed below:

The contract shall be deemed to have been fulfilled by the parties when they have carried out all of their respective obligations under the terms of the contract.

The following shall be grounds for terminating the contract:

1. The legal entity of either party is dissolved.
2. By mutual consent of the parties.
3. The cessation by either party of its business or area of activity.
4. The failure, by either party, to comply with its obligations as specified in this contract, including the requirement to provide documentation that proves its compliance with its tax, occupational, commercial and other obligations. The party in compliance with its obligations may demand that the other comply with its obligations, or it may terminate the contract, without prejudice, in either case, to being indemnified for damages, as applicable.
5. Any other reason expressly contained in the contract or established by law.

When the contract ends, all of the rights that until then were held by the assignee shall automatically revert back to RTVE.

TEN - If a dispute arises, both parties agree to abide by Spanish law and to submit to the jurisdiction and authority of the courts of the city of Madrid, and to expressly waive any other jurisdiction to which they may have recourse.