

PSOAs and Other Extreme Sports



**2013 Public Radio
Super-Regional Meeting**

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PSOAs and Other Extreme Sports

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- I. Collaborative Agreements we know and love

- II. Public Service Operating Agreements (PSOAs)

I. Station Collaboration Agreements

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1. Program/Network Affiliation Agreements

- Right to Preempt
- Right to Edit
- Exclusivity
- Termination

Station Collaboration Agreements

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2. Master Control Agreements

- Main studio rule
- Exit strategy
- In bed with a competitor?

Station Collaboration Agreements

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3. Agreements to Outsource Underwriting, Accounting, Recruitment Functions

- Compliance with FCC underwriting policies
- Maintaining records for FCC and CPB

Station Collaboration Agreements

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4. Joint Production Agreements

- Who's in charge here?
- Who insures?
- Who controls the copyright?
- What distribution?

Station Collaboration Agreements

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5. Joint Employment Agreements

II. PSOAs

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Call me a . . . Management Agreement, Local Marketing Agreement, Time Brokerage Agreement, Programming Agreement, Joint Programming Agreement, Public Radio Operating Agreement or Public Service Operating Agreement (“PSOA”)

PSOAs

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But don't call me a "Lease"

Why?

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The relevant FCC Rules:

73.503(c) and 73.622(e),
whatever they mean

“A noncommercial educational ... station may broadcast programs produced by or at the expense of, or furnished by persons other than the licensee, if no other consideration than the furnishing of the program and the costs incidental to its production and broadcast are received by the licensee. The payment of line charges by another station, network, or someone other than the licensee of a noncommercial educational ... station, or general contributions to the operating costs of a station, shall not be considered as being prohibited by this paragraph.”

The KUSF Decision

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Whatever it means

Order and Consent Decree: <http://tinyurl.com/ljq3p3f>

Media Bureau Statement: <http://tinyurl.com/k7vlclx>

Regulatory Basics for PSOsAs

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Main studio requirements

1. Location
2. Staffing
3. Technical capabilities

Regulatory Basics for PSOAs

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Control

1. Programming
2. Personnel
3. Finances and facilities

PSOAs: Staying In, Getting Out

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Exit Strategy

Term and Termination Rights

- Short-term
- Long-term
- Option to extend
- Option to buy

PSOA Pros and Cons

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License

- a. Pro – Retain license
- b. Con – Retain Licensee responsibilities

PSOA Pros and Cons

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Money

- a. Pro – Reduce or eliminate subsidy
- b. Con – Still incur most costs, even if reimbursed, but cannot make a profit

PSOA Pros and Cons

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Legal Compliance

- a. Pro – Reduce regulatory responsibilities
- b. Con – Retain ultimate responsibility for
and CPB

FCC
compliance

PSOA Pros and Cons

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Financial Reporting

- a. Pro – Simplify accounting
- b. Con – Maybe not

PSOA Pros and Cons

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Regulatory Certainty

a. Pro – Ground rules clearer
after KUSF

b. Con – Remaining

uncertainties:

third party

fundraising, definition of “costs,”
personnel requirements,
renewal “expectancy”

PSOAs and Other Extreme Sports

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Two pros (no con):

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