



CONTRACT *No. 14-201*

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**BABCOCK INTERNATIONAL GROUP PLC**

**AND**

**LITHUANIAN RADIO & TELEVISION**

**AND**

**LITHUANIAN RADIO AND TV CENTRE**



Babcock International Group PLCd  
Blue Fin Building,  
110 Southwark Street  
London  
SE1 0TA,  
T: +44 (0)20 7969 0000  
F: +44 (0)20 7396 6221  
[www.babcock.co.uk](http://www.babcock.co.uk)

**CONTRACT**

Between Lithuanian Radio & Television, Lithuanian Radio and TV Centre and Babcock International Group PLC.

This Agreement is made this day 18<sup>th</sup> April 2010 between:

**Babcock International Group PLC**  
(VTR No: 8725513578, Reg. No: 3196204)

Whose registered office is situated at:  
33 Wigmore Street,  
London,  
W1U 1XQ

and whose principle place of business is situated at:

Blue Fin Building,  
110 Southwark Street,  
London,  
SE1 0TA  
England

Herein after referred to as "Babcock"

and

**Lithuanian Radio & Television**  
Whose principal office is situated at  
49 S. Konarskio Str.  
LT-03123  
Vilnius,  
Lithuania

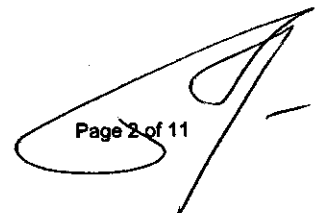
Herein after referred to as "LRT"

And

**Lithuanian radio and TV Centre**  
Whose principle office is situated at:  
10 Sausio 13-osios,  
LT- 2050  
Vilnius,  
Lithuania

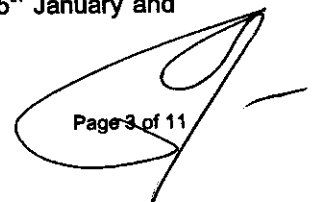
Herein after referred to as "LRTC"

1. In consideration of the payments hereinafter set out and the parties other mutual rights and obligations hereunder, LRT agrees to relay signals of certain of the BBC World Service's radio programmes as provided by Babcock, and LRTC agrees to transmit this program via transmitter (95.5FM, 34 dBW ERP) in Vilnius.
2. LRT will receive via satellite the radio programmes designated by the BBC and feed them to LRTC for a period of 24 hours each day.
3. LRTC will transmit immediately the aforementioned programmes received from LRT without any alteration, from Vilnius, in accordance with the Programme Schedule hereto appended. (See Appendix A).



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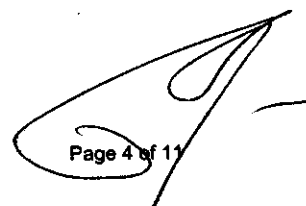
4. LRT and LRTC undertake to obtain, where necessary, and hold in its name during the term of this Agreement all applicable licences, permits and authorisations required to conduct the programme relay from Vilnius and to produce such licenses immediately upon request by Babcock.
5. LRT undertakes to carry out the receiving and LRTC undertakes to carry out the transmitting operations provided for herein on each and every day or part of the year during the term of this Agreement and any renewal thereof.
6. This Agreement shall (subject to the provisions for its prior determination contained herein) be for a one year term from the 1<sup>st</sup> day of January 2011 to 31<sup>st</sup> day of December 2011 inclusive. If desired by Babcock, LRT and LRTC shall subject to its own requirements for transmitting facilities use all reasonable endeavours to renew the Agreement for a further period to be agreed by all parties.
7. In consideration of the operation of the programme receiving service to be carried out by LRT and transmitting service to be carried out by LRTC, Babcock agrees to pay LRT and LRTC according to the charges as set out in Appendix B, such payments to be paid monthly in arrears within 30 days of invoice date throughout the term of this Agreement.
  - 7.1. In case of delayed payment Babcock shall pay interest to LRT and/or LRTC of 0,05 per cent of delayed sum for each delayed day.
8. LRT and LRTC will use all reasonable endeavours to ensure that the BBC programmes are received and transmitted in accordance with the terms of this Agreement. In the event of any failure to transmit the programmes LRT or LRTC shall take all reasonable measures to restore the programme and immediately notify Babcock ([outages@babcock.co.uk](mailto:outages@babcock.co.uk)) to report the start time, stop time and cause of the failure. Emergency contact details for Babcock's Technical Contacts are given in Appendix E should assistance be required to restore the service. In addition, in the event that an outage exceeds 10 minutes, a detailed report will be sent to BABCOCK ([outages@babcock.co.uk](mailto:outages@babcock.co.uk)) within 2 working days, which includes information about the start date and time, stop date and time, cause, action taken to fix and preventative actions taken against future occurrence of the failure.
9. For the purpose of this Agreement, Force Majeure shall mean any cause of delay beyond the reasonable control of either party and preventing or delaying its performance under this Agreement. It shall include a so called Act of God, accident, fire, lock out, strike or other public enemy, enactment, rule of order or act of Government or any governmental authority (whether local, national, or supranational), or other acts or events of a similar nature.
10. In the event of a Force Majeure none of the parties shall incur any liability to the other in the event that it is delayed in the performance of or prevented from performing its obligations there under (other than the obligation to pay sums due) by circumstances of Force Majeure. Any party so affected shall use best endeavours to mitigate the effects of Force Majeure and to resume performance as soon as possible, and shall keep the other party well informed as to the measures being taken to resume performance during the period of Force Majeure.
11. Provided that the failure to transmit the programmes is not as a result of any cause solely attributable to Babcock or the BBC or to circumstances of Force Majeure (as defined in Clause 10 above) and also provided that the loss of transmission exceeds 10 minutes duration in any single instance, the transmission will be refunded on the following basis:
  - For any transmission failures or where no notice has been given by LRTC to Babcock, the refund will be in the form of free transmissions worth one and a half times the agreed hourly hire rate, such transmissions to occur within the contract period,
  - No refund is required for maintenance check-ups that are carried out 2 times a year for duration of 5 hours, according to the yearly schedule of such works presented by the LRTC to Babcock([maintenance@babcock.co.uk](mailto:maintenance@babcock.co.uk)) and LRT by 15<sup>th</sup> January and



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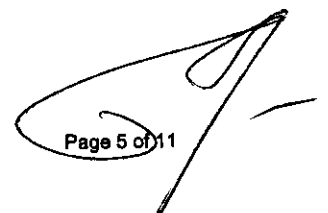
further notified no less than 10 days before the maintenance is scheduled to take place.

12. Where at the end of any yearly period of this Agreement there is a surplus of such refunds due to Babcock, such sums shall be accrued annually by LRTC and paid to Babcock in a single payment within 30 days of December 31<sup>st</sup> in each year of the continuance of this Agreement. Such payments are to be in respect of such failures in transmission from December 31<sup>st</sup> in the previous year to the December 31<sup>st</sup> in the current year. Alternatively Babcock shall be entitled to deduct such surplus refundable sums from payments due under this Agreement.
13. In the event that LRTC is unable, due to circumstances of Force Majeure, to make available the agreed transmission facilities then it may at its own propose the supply of alternative transmission facilities the use of which Babcock may either accept or decline. If such alternative facilities or the service provided by their use prove unsatisfactory to Babcock , Babcock may unilaterally (without prejudice to the accrued rights of either party) terminate this agreement upon the expiry of one month's written notice to LRT and LRTC.
14. i) Babcock shall provide the equipment referred to in Appendix C for the reception of BBC World Service Programmes by LRT. All such equipment is provided solely for reception of BBC programmes. It is the responsibility of LRT to exercise proper care and to ensure that the equipment is maintained as necessary at all times as prescribed in writing by Babcock (see Appendix D). In case Babcock does not provide the maintenance instructions, LRT shall maintain the equipment as it maintains its own equipment of the same kind.  
ii) Babcock undertakes to insure the equipment against the risks of loss or harm done to the equipment by third parties and/or Force Majeure, where reasonable steps have been taken by LRT to prevent such loss or harm.  
iii) LRT undertakes to indemnify Babcock and the BBC against any claim for damage caused by the equipment or its use.
15. In the event that BBC programmes are not received by LRT, LRT shall complete the Satellite Equipment Maintenance Checklist as found in Appendix D. This should be sent by fax or email to the Technical Queries contact detailed in Appendix E.
16. In the event that programmes are not received by LRT, LRT shall (while the transmission of the programmes is prevented) organise the transmission of such stand-by recordings as are supplied in advance by Babcock for such purpose.
17. All parties shall use its best endeavours to ensure that receiving and transmitting of BBC programmes by LRT and LRTC is in accordance with the terms of this Agreement and shall not contravene any laws of England or any laws of Lithuania.
18. The Parties agree that Babcock does not produce own content and the only remedy available to it is in respect of the content of the BBC programmes is an indemnity provided by the BBC. In the event that LRT or LRTC has a claim related to the content of the BBC programmes resulting from the transmission of the BBC programmes by LRTC where the same are transmitted in accordance with the terms of this Agreement, LRT or LRTC shall make such claim against Babcock and Babcock shall respond to such claim to the extent that such claim is covered by the BBC. In such circumstances, Babcock shall use all reasonable endeavours to pursue such claim against the BBC and recover the full amount of the LRT or LRTC claim.
19. Babcock shall not use the name of LRT or LRTC or refer to LRT or LRTC in such a way as to create the impression that LRT or LRTC is the Broadcaster of the BBC World Service programmes, without LRT's or LRTC's prior written consent. LRT or LRTC shall not use the name of the BBC or refer to the BBC in any of its programmes in such a way as to create the impression that LRT or LRTC is the broadcaster of the BBC programmes.



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20. LRT shall only be entitled to receive (obtaining all applicable licences, permits and authorisations required to conduct the programme relay from Vilnius) and LRTC shall only be entitled to transmit the BBC World Service programmes.
21. This Agreement contains the entire agreement between all three parties and no amendment or modification changing its scope of reference shall have any force or effect unless it is in writing and signed by authorised representatives of all parties.
22. Any of the three parties may terminate this Agreement at any time on giving to the others not less than 90 days prior written notice of such termination.
23. In the event of any material breach of the terms of this Agreement by any of the three parties the other parties shall be at liberty to terminate this Agreement forthwith by written notice, without prejudice to any antecedent rights of action, claims or damages in respect of such breach.
24. Babcock's liability for any breach of this Agreement shall not exceed the total of the charges payable to LRT or LRTC in the 12 months immediately preceding the breach. Babcock shall have no liability for any indirect or consequential loss incurred by LRT or LRTC.
25. This Agreement shall be governed by and construed in accordance with the Law of Lithuania and the parties hereby agree to submit the jurisdiction of the Lithuanian Courts.
26. The Parties shall be entitled to assign and/or novate this Agreement or parts thereof to any third party with prior written notice and the other Parties hereby consent in advance to any such assignment and/or novation.



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Contracting parties state that they have read this contract before its signature and approved its content.

For Babcock International Group PLC:



Bryan Coombes  
Director, Communications  
Babcock International Group PLC

Babcock International Group PLC

Date: 6/5/11

For Lithuanian Radio and Television

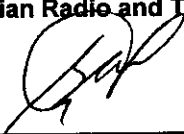


Mr. Audrius Siaurusevicius  
General Director  
Lithuanian Radio & Television

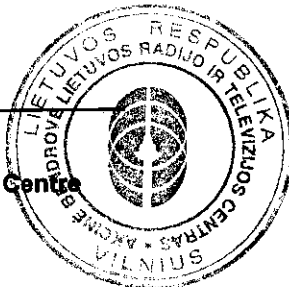


Date: 2011-05-13

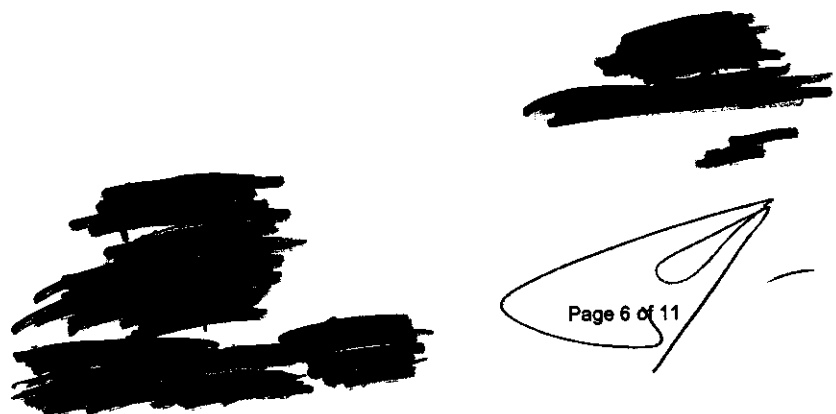
For Lithuanian Radio and Television Centre



Mr. Gediminas Stirbys  
General Director  
Lithuanian Radio & Television Centre



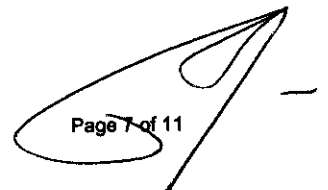
Date: \_\_\_\_\_



**APPENDIX A: PROGRAMME SCHEDULE**

All times are local Lithuanian times

Group	Start	Stop	Days	Language
LITHUANIA	00:00:00	19:59:30	Everyday	English
LITHUANIA	19:59:30	20:29:30	Everyday	Russian
LITHUANIA	20:29:30	20:59:30	Everyday	English
LITHUANIA	20:59:30	21:29:30	Everyday	Russian
LITHUANIA	21:29:30	00:00:00	Every day	English



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**APPENDIX B: MONTHLY CHARGES**

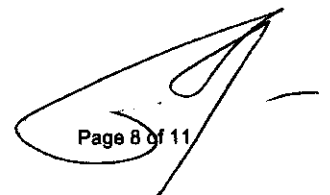
VAT is not included\*\*.

**SCHEDULE OF MONTHLY CHARGES FOR 2011:**

Month	For LRTC (LTL)	For LRTC (Euro)*	For LRT (Euro)*
1	9024.72	2613.74	587.86
2	8151.36	2360.80	587.86
3	9024.72	2613.74	587.86
4	8672.95	2511.86	587.86
5	9024.72	2613.74	587.86
6	8733.60	2529.43	587.86
7	9024.72	2613.73	587.86
8	9024.72	2613.74	587.86
9	8672.95	2511.86	587.86
10	9024.72	2613.74	587.86
11	8733.60	2529.43	587.86
12	9024.72	2613.74	587.86
<b>Total</b>	<b>106,137.50</b>	<b>30,739.56</b>	<b>7,054.32</b>

\* Rate of exchange: 1 LTL – 0.2896 Euro

\*\* In accordance with provisions of the Electronic Communication Law of the Lithuanian Republic, the Parties to this Agreement hereby agree that the Service as defined in the Agreement is dedicated exclusively for the functioning of electronic communication channel, used for the broadcasting of radio program. Consequently and in accordance with EU Directive 77/388/EEB article 9 (2) (e), VAT taxes will not be applied.

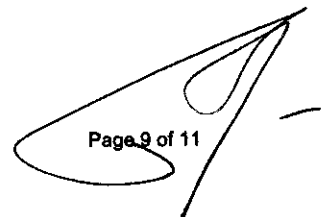


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• APPENDIX C: SATELLITE RECEPTION EQUIPMENT

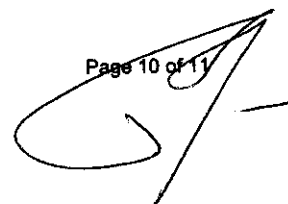
1	x	Satellite Dish 1.8m
1	x	Mounting
2	x	Satellite Receivers (Wegener 4600)
2	x	LNB's



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**APPENDIX D: Satellite Equipment Maintenance Checklist**

Name of Radio Station		
<b>Satellite dish and receiver Installation Checks</b>		<b>Signature</b>
1	The satellite dish is mounted securely so it will not move in storms	
2	Any screws or bolts that need to be adjusted must be greased and protected against corrosion	
3	The metalwork of the dish and feeder outer must be solidly connected to earth (grounded)	
4	The terminations are weatherproof	
5	Any damaged galvanised or painted surfaces are protected with a good rust inhibiting paint	
6	Before leaving all bolts on the satellite dish are rechecked for tightness	
7	Any windows on the LNB or feedhorn are in place to stop insects etc entering	
8	Cables are properly secured	
9	Feeders are properly protected against animals, vandalism, traffic etc.	
10	The receiver is installed in a well ventilated location and the Eb/No is acceptable	
11	The receiver metal case is earthed	
<b>Checks following Installation</b>		
12	Every 6 minutes each unit will be refreshed with its required settings (only during migration). Confirm that Rx is issued with its name, attenuation value (4dB) & group membership.	
13	Every 15 minutes a software upgrade is sent from London. The front panel will show 'sw download inprog'. The download will take 5 minutes and must be completed for the receiver to be scheduled correctly. After successful download the unit will switch to V500 and be reset automatically, about 1 minute after 2 <sup>nd</sup> download. Confirm that the S/W version being used is 500. Press Ent & Esc together and wait for screen to cycle through.	
15	The audio from the BBC receiver(s) is continuous and clear	
16	Ask the radio station representative if they are satisfied with the reception of BBC programmes	
<b>Receiver readings</b>		
Serial number		
Eb/No (should be <10dB)		
Final Software version (must be v500)		
Receiver name		
<b>For the Radio Station</b>		
Name		
Signed		
<b>For the Contractor</b>		
Name		
Signed		
When this form is completed please email it to Phil Sandell, SST Senior Engineer <a href="mailto:phil.sandell@babcock.co.uk">phil.sandell@babcock.co.uk</a> or by fax to +44 1584 712 133		

**APPENDIX E: CONTACT DETAILS**

**Appendix E**

**Contact Details**

**Babcock International Group PLC**

General and Financial Queries:

Contact: Customer Relations  
Tel: 0044 207 557 0248  
Fax: 0044 207 396 6225  
E-mail: [customer.relations@babcock.co.uk](mailto:customer.relations@babcock.co.uk)

Reporting Outages: [outages@babcock.co.uk](mailto:outages@babcock.co.uk)

Reporting Planned Maintenance: [maintenance@babcock.co.uk](mailto:maintenance@babcock.co.uk)  
At least 10 days in advance

Technical Queries:

Contact: NOC, Senior Engineer  
Tel: 0044 207 557 2672  
Fax: 0044 207 240 3644  
Email: [opsbush@babcock.co.uk](mailto:opsbush@babcock.co.uk)

Postal Address:

Babcock International  
Blue Fin Building,  
110 Southwark Street,  
London  
SE1 0TA  
United Kingdom

**Lithuanian Radio and Television**

Legal Address:

S. Konarskio 49, LT-03123 Vilnius, Lithuania  
Company Code 124241078  
VAT Code LT242410716  
Tel.: +370 (5) 2363200, +370 (5) 2363209  
Fax: +370 (5) 2363208

