

PRASAR BHARATI  
DOORDARSHAN NEWS/DO BHAWAN PHASE-II  
COPERNICUS MARG, NEW DELHI.

No. RNL/Revised guidelines/2010/Admn./RU

Dated:- 14.07.2010.

Subject- Selection, Empanelment, utilization and Revision of Panel of Stringers-  
Revised Guidelines.

1. In suppression of Directorate memo no. 3/4/2003-P.III dated 19.07.2004 and Directorate memo no. 3/4/2003-P.III dated 02.07.2010, a copy of each of revise guidelines and agreements relating to Selection, Empanelment, Utilization and Revision of Panel of Stringers is forwarded here with for information and necessary action.

2. Kindly acknowledge receipt.

  
14/7/10  
(Vinod Kumar)  
Senior Administration Officer.

TO,  
In-charge,  
Regional News Unit,  
All Doordarshan Kendras.

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Prasar Bharati  
(Broadcasting Corporation of India)  
Directorate General, Doordarshan  
Doordarshan Bhawan  
New Delhi.

No.3/42003-P.III

Dated 02-07-2010

**Subject:- Selection, Empanelment, Utilization and Revision of Panel of Stringers- Revised Guidelines.**

In supersession of this Office Memo of even number dated 19-7-2004, a copy each of revised guidelines and agreements relating to Selection, Empanelment, Utilization and Revision of Panel of Stringers, is forwarded herewith for information and necessary action.

2. This issues with the approval of competent authority.
3. Kindly acknowledge receipt.


  
(Tara Dutt Sati)  
Dy. Director Programme.

To  
The Director,  
All Doordarshan Kendras.

Copy to:-

1. ✓ DG(N&CA)/ADG(N&CA)/DDG(F).
2. ✓ Incharge All Regional News Units.
3. Director (A), DD News, DD Bhawan Phase II, New Delhi.
4. PS to DG/CEO
5. Budget/FAS, DG Doordarshan.
6. Director (Policy)/P.I Section DG Doordarshan.
7. Guard file.
8. Spare Copies 10.

*this may be circulated to all  
R AU incharge*

  
16/7/10

  
For Director General.

*S. P. Singh  
16/7/10*

No.3/42003-F.11

Date: 02-07-2010

**Subject:- Selection, Empanelment, Utilisation and Revision of Panel of Stringers-  
Revised Guidelines.**

These are the revised Guidelines on selection, empanelment, utilization, removal and revision of the panel of Stringers in super session of all previous Orders on the subject. It comes in to force with immediate effect.

## 2. Selection and Empanelment Committee

2.1 The authority for selection, empanelment, removal and revision of panel of Stringers in each Kendra would vest in a 5-member Committee constituted as under:-

- i) RNU In-Charge as nominee of ADG (N&CA)/DG(News) Chairman
- ii) Engineer In-Charge of the Kendra or his nominee -Member
- iii) Senior most Producer of the Kendra or his nominee -Member
- iv) Deputy Director(Admn)/Sr.Administrative Officer/Admn.Officer -Member
- v) One outside expert-Representative of the Films Division/Pune Film Institute/SRFTI/IIMC/Head of Broadcast Journalism in Universities. -Member

2.2 Every Kendra should constitute the Selection and Empanelment Committee as aforesaid for a term of two years. The Committee shall draw a panel of Stringers which would be revised every two years.

2.3 If the present panel of Stringers in the Kendra is more than two years old, a new Selection and Empanelment Committee should be immediately constituted to draw a new panel of Stringers.

## 3. Application for Stringership

3.1 After constituting the new Selection and Empanelment Committee, Kendras should invite applications to empanel Stringers in towns and cities under the jurisdiction of the Kendra. It should be given wide publicity through website, print media as well as in Doordarshan and AIR Channels (including News bulletins). The advertisement should mention towns and cities where the Stringers would be empanelled. Applicants should be given a period of at least one month for submitting the completed application form in the Kendra, beginning from the date of issue of the advertisement in the newspapers or broadcast/telecast in AIR/Doordarshan.

.....2/-

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3.2 The model advertisement for inviting application from Stringers is shown in Annex-1. The Application for empanelment of Stringers should be submitted in the prescribed form as indicated in Annex-2.

#### 4. Number of Stringers

4.1 The maximum number of empanelled Stringers in cities of Delhi, Mumbai, Kolkata and Chennai should not be more than 8 each. In Cities/Town where other kendras are located, the number of Stringers in the panel should be limited to 5. Other Cities, town and District headquarters can have up to 2 Stringers. A standby/ Waiting list shall also be maintained. Waiting list in Delhi, Mumbai, Kolkata and Chennai could be upto 8, in Kendra towns upto 5 and other towns/cities up to 2. Stringers in the waiting list could replace Stringers who are removed from the panel.

4.2 Although the upper limit of the number of Stringers has been indicated in Para 4.1 all efforts should be made to keep the number of Stringers in a city/town to minimum possible. This is to ensure that the empanelled Stringers get adequate number of coverages to break-even and keep equipment and personnel dedicated to Doordarshan coverage.

#### 5. Stringers in Cities/Towns.

5.1 Kendras should make all efforts to empanel at least one Stringer in all district headquarters, major towns/cities and major news-falling centers in the region under their jurisdiction. In the case of big metros like Delhi, Mumbai, Kolkata and Chennai, one Stringer each could be empanelled in important sub-urban areas. A wide network of Stringers all over the region would improve the news-gathering facility of the RNUs.

5.2 Stringers should not only cover assigned tasks, but also alert the RNUs on major news-fall or breaking news or stories of interest in their towns/cities.

#### 6. Equipment and Facilities.

6.1 Stringers can use DVC-Pro/DV-CAM/CCD/Mini DV camera for coverages. They should also have adequate facilities and equipment to undertake the coverages. The requirements regarding camera, equipment, and facilities would be reviewed from time to time to factor in technological changes in the area.

6.2 The Empanelment Committee or any Technical Committee constituted by it should verify the proof of ownership of the equipment by physical verification of equipment and documents.

6.3 Stringers equipped with 4-wheel vehicles and mobile phones would be preferred, as it would improve the movement and connectivity.

.....3/-

### 7. Experience and qualification

Ideally, Stringers should be good camerapersons with good news sense. Therefore, the educational and professional qualification and experience of the Stringer as a cameraperson as well as a newsperson should be taken into account while empanelling the Stringers. Qualification and experience in Broadcast journalism and newsgathering shall be taken into account while assessing the suitability of the Stringers.

### 8. Criteria for Selection and Empanelment.

8.1 While the Criteria for selection and empanelment of Stringers cannot be spelt out in detail, the Selection and Empanelment Committee may adopt a 5-stage process to empanel Stringers. These Stages are i) Preliminary Scrutiny to shortlist applicants; ii) Test coverage by short-listed applicants; iii) Interview; iv) Verification of equipment and documents; and v) Final List.

8.2 If the number of applications are large, the Selection and Empanelment Committee may constitute a sub-committee with the approval of competent authority, to assist the Committee to process the applications and to shortlist the applicants.

8.3 The eligibility of the candidates should be assessed, based on the Assessment Scale indicated in **Annex-3**, especially with regard to qualification, experience, equipment, technical facilities, credibility etc. short listed applicants after preliminary scrutiny should be asked to provide two test coverages using their own equipment and raw material - for ascertaining the quality of their work.

8.4 The final panel of the Stringers shall be drawn by the Committee based on the eligibility as determined with the help of 1) Assessment scale, 2) Interview and 3) the quality of the test coverages. The names of selected Stringers should be published on the notice board of the office of the Kendra and all selected applicants should be informed in writing.

8.5 Each selected Stringer will have to sign a Contract (Model Contract given at **Annex-5** embodying essential conditions of services, fees, termination of contracts etc..

8.6 Existing Stringers in the panel shall also go through all processes mentioned in this guideline.

### 9. Utilisation of Services.

9.1 It shall be the personal responsibility of the **Head of RNU** to ensure optimal and equitable utilization of the services of the Stringers. Head of RNU would be held accountable if Stringer coverages are not optimally utilized. Only newsworthy events should be covered and the coverages may be used as far as possible in at least one bulletin.

9.2 The number of Stringer coverages shall be kept to the minimum and it should be given only under unavoidable circumstances. **Assignments** shall be given to the Stringers only when;

a) Film/ENG cameramen in the Kendra are not available being engaged for the coverage of another important assignment; Or,

b) The event cannot be economically covered by the staff cameramen of the Kendra or the event to be covered is outside the station of the Kendra; Or,

c) The news feed on the event cannot be obtained from ANI/PTI/UNI/Vision or any other television news agency with which the DD Kendra has entered into a contract with prior approval of Dte.General, Doordarshan, New Delhi

93 The services of the Part-Time Correspondents (PTC) of Prasar Bharati should be suitably used for coverages. PTCs would be paid at the rates applicable to Stringers, if the visual footage of news coverage provided by them is used.

#### 10. Roster

Every RNU shall maintain a Roster of Stringers and assignments should be strictly rotated as per the roster, so that all stringers get equitable number of coverages. The nominee of DTC should check his Roster to ensure that assignments are fairly rotated.

#### 11. Essentials of Coverage

The Coverages by Stringer should contain all elements of a news story. For each coverages, the Stringer should provide raw footage, dope sheet, press material and a script.

#### 12. Performance Evaluation and Register.

The performance of Stringers shall be monitored and evaluated continuously. A Register shall be maintained to record the details of assignments given to each Stringer along with dates, events coverage, nature of coverages, length of coverage and payments due/made, remarks especially with regard to quality and speed of coverage. It should also show the summary of number of local/outstation coverages and fee paid in a month. The format of the Register is at Annex 4.

#### 13. Removal of Stringers

13.1 Stringers will be removed from the panel on all or any of the following grounds.

- a) When the Stringer refuses to cover the assigned coverages on two or more occasions;
- b) If the coverages are poor in content; or in technical quality – (poor audio quality, noisy video, variation in chrominance or luminance levels, defocused pictures etc);
- c) Delay in providing timely coverage;
- d) When the Stringer is suspected to be sub-contracting the assigned work to others;
- e) If Stringers are found to be operating a Cartel system among themselves;
- f) If the information furnished by the Stringer in the application form for empanelment is found to be incorrect;
- g) Any act on the part of the Stringer, which creates embarrassment to Prasar Bharati.

.....5/-

13.2 In the case of the first default on account of 13.1 a), b) or c), it should be communicated to the Stringer in writing, so that he/she can improve performance.

13.3 Before removing the Stringer from the Panel, a Show Cause Notice should be sent to the Stringer, asking why he/she should not be removed. The reply should reach the DD Kendra within 30 days of the issue of the Notice. If the reply is not found satisfactory or is not received, the Stringer would be removed from the Panel. The order of removal of the Stringer from the panel should be communicated to the Stringer, specifying the reasons for removal. The Contract referred to in Para 8.5 should provide for this action.

13.4 Stringers who are removed from the panel may prefer an appeal to the Director General, Doordarshan within thirty days of receipt of the order on removal. The Director General's decision on the appeal shall be final.

13.5 Stringers can also get their name deleted from the panel voluntarily after giving at least three months notice to the DD Kendra.

13.6 Stringers who have been removed from the panel of a Kendra shall not be eligible for empanelment at any other Kendra of Doordarshan. The details of every removed Stringer shall be circulated by the Kendra to the Directorate General as well as all other Kendras.

#### **14. Revision of the Panel**

The panel of Stringers shall be revised every two years, after completing all the processes explained in this Guideline.

#### **15. Rates of Payment**

15.1 The rates of payment to Stringers will be fixed by Orders issued by the Office of the Directorate General, Doordarshan from time to time. For assigned local coverage, a lump sum of Rs. 1200/- (irrespective of length of the footage or usage of the coverage), inclusive of transportation and delivery charges will be paid for coverages done in DVC-Pro/DV-CAM/CCD/Mini DV. In case 6 Hrs. is exceeded or when it involves locations apart for more than 10 Kms. it will be treated as two coverages and 2<sup>nd</sup> coverage paid @ Rs.900 only i.e. 75% of the 1<sup>st</sup> coverage.

15.2 In the case of outstation coverages- which are coverages undertaken beyond geographically limit of the town/ city where the Stringer is empanelled or beyond the town of Kendra, the Stringer fee would be Rs 1500 (irrespective of length of the footage or usage of the coverage), inclusive of transportation and delivery charges. Outstation coverages should be kept to the minimum. If there are empanelled Stringers in all important towns/cities, there may not be any need for assigning outstation coverages.

15.3 Payment to Stringers for coverages shall be made expeditiously, without any delay. Payment will not be made if the coverage is of poor quality or if the coverage is delayed.

15.4 The ceiling for payment per Stringer per annum will be fixed by Orders issued from time to time. At present the limit is Rs.3 lakh per Stringer for Delhi News Wing and Rs. 2 lakh per Stringer for other RNUs. ADG (N&CA) will be empowered to relax this norm on a case-to-case basis after examining it.

Empanelment of Stringers in Doordarshan,  
Doordarshan Kendra \_\_\_\_\_.

Doordarshan Kendra \_\_\_\_\_ invites applications for empanelment as Stringers/Cameraman from Proprietor, Partnership firm, Corporate body/Organisation with experience in visuals coverages. Stringers are required in \_\_\_\_\_ (list names of towns/cities and places where Stringers are to be empanelled). Applicants should mention in the application form the names of Towns and Cities where they would wish to be empanelled.

Empanelled Stringers are expected to service the Doordarshan Kendra news coverages, as also coverages, in DVC-Pro/DV- CAM/CCD/Mini DV for short features on news, current affairs, sports, business and other subjects. Applicants equipped with four-wheel vehicles, should have qualification, experience and expertise in cinematography/videography/news gathering/ broadcast journalism. Details of other terms and conditions prescribed in Guidelines issued by Directorate General, Doordarshan New Delhi vide their Memo. No. 3/4/2003-P-III dated 27-07-2010, can be downloaded from website [www.ddindia.gov.in](http://www.ddindia.gov.in) or may be obtained from the Head of Kendra \_\_\_\_\_ on all working days between 10.00 a.m. to 4.00 p.m. upto \_\_\_\_\_ 2010. Applications duly supported with Demand Draft of Rs.1,000/- towards non-refundable processing fee in favour of Drawing & Disbursing Officer, Doordarshan Kendra, \_\_\_\_\_, should be submitted in sealed cover with superscription "Empanelment of Stringers of DD News" on or before \_\_\_\_\_ 2010. The Stringers will be paid for coverage irrespective of length of footage or its usage but inclusive of transportation and delivery charges for (i) local coverage of duration of 6 Hours @ Rs. 1200 per coverage and in case duration of 6 Hrs. is exceeded or when it involves locations apart for more than 10 Kms. it will be treated as two coverage and 2<sup>nd</sup> coverage paid @ Rs.900. In the case of outstation coverage, which are converges undertaken beyond the geographical limit of the town/city where the Stringer is empanelled or beyond the town of the Kendra, the Stringer's fee would be Rs. 1500 + irrespective of length of the footage or usage of the coverage, inclusive of transportation and delivery charges.



Application Form for Empanelment as Stringer in Prondarshan  
(To be submitted in triplicate)

To  
To Director,  
Doordarshan Kendra, -----

Dear Sir,

I/We \_\_\_\_\_ of M/s \_\_\_\_\_ wish to be considered for empanelment as a Stringer with your Kendra, and furnish the following information about my qualifications, experience, equipment, etc. I also enclose attested copies of certificates in support of the information furnished by me:

1. Towns/ Cities where the applicant wishes to be empanelled
2. Name
3. Father's Name
4. Age and Date of Birth
5. Place of Birth
6. Office address with Mobile & Telephone Nos
7. Residence address with Mobile & Telephone Nos
8. Educational Qualifications of Stringer:

(A) Academic Qualifications

Sl. No.	School/ College/ University	Degree	Year of Passing	Subject	%of Ma

(B) Technical Qualifications: Degree/diploma in cinematography, videography, etc.

Sl. No.	Institution & duration of the Course	Details of Degree/Diploma/Certificate	Year of Passing	% of Marks

(C) Technical Qualifications: Degree/diploma in journalism, broadcast journalism etc.

Sl. No.	Institution & duration of the Course	Details of Degree/Diploma/Certificate	Year of Passing	% of Marks

## 9 Experience

(A) As Cameraperson/ news cameraperson/ videographer etc.

Sl. No.	Period from --- to ---	Duration of Experience In Months/years	Organization	Area of work

(B) Experience as newsman/ Electronic Journalist etc.,

Sl. No.	Period from --- to-----	Duration of Experience In Months/yearly	Organization	Area of work

C) Number of visual assignments completed and in hand during the last one year.

D) Area of specialization (News coverages, Sports, Feature films, Short films, Documentaries, Films on developmental subjects/ Coverages on Health & Nutrition, Science, Family Planning, interest to Children/ and other areas).

E) Documentary evidence/ certificate to support the quality of your work (attach copies).

10. Details of Equipment and Facilities:

(a) Type of equipment, number of make and quality of each including cameras, audio-equipment, lights, etc.

(b) Do you own ENG Equipment? If yes, give details of type and make, etc.

(c) Do you have your own transport, telephone, mobile phone or other communication facility? Give details.

11. Details of Corporate Status:

a)  Do you carry out all work your self?

b) If you hire cameraman or other technicians, give their names and full details of their qualifications and experience.

c) Whether you are sole proprietorship or partnership firm or a registered company or a society ( A signed declaration to be furnished separately with a photocopy of Registration Certificate issued by Registrar of Companies).

12 a) Are you related to or associated with any empanelled Stringer in Doordarshan. If yes, give names, details and your relationship.

b) Are you related to any Staff in the Ministry of I&B or any of its media Units like AIR, Doordarshan, and Films Division. If yes give name and details of the related officials and your relationship with them.

13. Any other relevant information.

Date:  
Place

Signature

Name -----

Assessment Form for selection and empanelment of Stringers

1. Towns and Cities where the applicant wishes to be empanelled
2. Name
3. Father's Name
4. Age and Date of Birth
5. Place of Birth
6. Official Address with Mobile & Telephone Number
7. Residential Address with Mobile & Telephone Number
8. Educational Qualification
  - a) Academic Qualification
  - b) Technical Qualification in Cinematography/ Videography
  - c) Technical Qualification in Broadcast Journalism/ Journalism/ Mass Communication
9. Experience
  - a) As a news Cameraperson/ Videographer in terms of number of years /Institution/ area of specialisation
  - b) As a Newsperson / Broadcast Journalist in terms of number of years/ Institution
10. Equipment and Facilities with the Applicant
11. Corporate and Financial Status
12. Whether the applicant is related to any official in I&B Ministry or Media Units?
13. Any Other Relevant Information.

Outlines Register

Name of Stringer:

Address & Telephone No:

Date of empanelment:

Period of empanelment:

Sl No.	Date	Event of coverage	Nature of coverage	Length of coverage	Fee	Status of payment	Remarks on quality & speed of coverage
1	2	3	4	5	6	7	8

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AGREEMENT BETWEEN PRASAR BHARATI (BCCI) AND STRINGER

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ TWC (HOLIDAY) 19\_\_\_\_  
AT \_\_\_\_\_ between PRASAR BHARATI (Broadcasting Corporation of India), a body  
corporate established under Prasar Bharati (Broadcasting Corporation of India) Act, 1990  
through Director, Doordarshan Kendra \_\_\_\_\_ hereinafter referred  
as "DOORDARSHAN" which expression shall include all its officers, successors and assigns  
on the FIRST PART,

AND

M/s \_\_\_\_\_, (Sole proprietor/  
Partnership Firm/Corporate body \_\_\_\_\_ Head Office/ Registered Office, if company at  
\_\_\_\_\_ hereinafter referred as "APPLICANT" which expression shall include all its officers,  
successors and assigns on the SECOND PART.

WHEREAS the first party as an electronic media is broadcasting various programmes  
including news bulletins to inform, educate and entertain people.

WHEREAS the first party proposes to empanel M/s \_\_\_\_\_ as stringer in  
News Wing of Doordarshan Kendra, \_\_\_\_\_

WHEREAS the Second Party has expressed its desire to provide the nature of services as  
stated in para 1, to the first party under this agreement. The Second Party has also  
represented that it possesses the professional capabilities to perform the above functions  
and such other functions as may be assigned to it under this agreement by the First Party  
from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party,  
the Parties hereby enter into this agreement to provide the agreed services on the terms  
and conditions appearing hereinafter for a period of one year with effect from \_\_\_\_\_

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Nature and Description of Services

1.1 M/s.....will perform the following:-

- (a) To cover <sup>v</sup>newsworthy events assigned by Regional News Unit of Doordarshan and the same will be used as far as possible in at least one news bulletin.
- (b) The Coverages by the Second Party should contain all elements of a news story. For each coverage, it should provide raw footage, dope sheet, press material and a script.
- (c) The Second Party will alert the Regional News Unit of Doordarshan on major news fall or breaking news or stories of interest in their town/city.

2. Consideration

- (i) For assigned local coverage of duration of 6 hours, a gross sum of Rs. 1200/- (Rupees one thousand two hundred only) (irrespective of length of the footage or usage of the coverage), inclusive of transportation and delivery charges, will be paid for coverages done in DVC-Pro/DV-CAM/CCD/Mini DV Camera and in case duration of 6 Hrs. is exceeded or when it involves locations apart for more than 10 Kms. it will be treated as two coverages and 2<sup>nd</sup> coverage paid @ Rs.900/-
- (ii) In the case of outstation coverages - which are coverages undertaken beyond the geographical limit of town/city where Stringer is empanelled or beyond the town of the Kendra, a gross amount of Rs.1500/- (Rupees one thousand five hundred only) inclusive of transportation and delivery charges, all taxes/charges, irrespective of length of the footage or usage of the coverage, will be paid for coverages done in DVC-Pro/DV-CAM/CCD/Mini DV Camera.
- (iii) Payment will not be made if the coverage is of poor quality or if the coverage is delayed.
- (iv) The ceiling for payment per annum will be Rs. \_\_\_\_\_
- (v) The Second Party shall submit pre-receipted monthly bill.



### 3. Equipment and Facilities.

- (i) The second party can use DVC-Pro/DV-CAM/CCD/Mini DV Camera for coverages and shall also have its own adequate facilities and equipment to undertake the coverages. The requirements regarding camera, equipment, and facilities would be reviewed from time to time to factor in technological changes in the area.
- (ii) The Second Party shall allow a physical verification of the equipment by an officer/committee authorised for this purpose by Prasar Bharati. It shall also submit the necessary documentary evidence as proof of ownership of the equipment.
- (iii) To improve movement and connectivity, Second Party shall maintain a four-wheel vehicle and a mobile phone at their own cost.

### 4. COPYRIGHT

All rights including copyright in and in relation to any work produced by Second Party during above-mentioned empanelment with Prasar Bharati shall always vest with Prasar Bharati and the Second Party shall not be entitled either to claim any right of any kind whatsoever and/or to use any works produced by them during their above-mentioned empanelment with Doordarshan. Any work produced by the Second Party, as per the terms of this agreement, shall be the exclusive property of Prasar Bharati and shall be used by Prasar Bharati for any purpose.

The Second Party shall undertake to execute all such documents/deeds/agreements in favour of Prasar Bharati, whenever required, for this purpose. The Second Party shall not be entitled to:-

- (i) Permit any telecasting/broadcasting Organization to relay such assigned work;
- (ii) Publish such assigned work or their translation in any language; and
- (iii) Make or distribute and permit any individual or Organization to make or distribute mechanical reproduction thereof.

5. The Second Party shall perform the assigned work at its own risk. The First Party shall not be liable to pay any compensation or damage to the Second Party for loss of life, injury of any kind including permanent disability and loss or damage of equipments etc.

#### **6. Termination of Agreement.**

- (i) This agreement will be terminated on all or any of the following grounds, if
  - a) the Second Party refuses to cover an assigned coverage on two or more occasions;
  - b) the coverage is poor in content or in technical quality – (poor audio quality, noisy video, variation in chrominance or luminance levels, defocused pictures etc);
  - c) there is a delay in providing timely coverage;

- d) the Second Party is suspected to be sub-contracting the assigned work to others;
- e) the Second Party is found to be operating or is a part of a Cartel system amongst similar placed persons vis-à-vis Prasar Bharati;
- f) the information furnished in the application form for empanelment is found to be incorrect;
- g) any act on the part of the Second Party causes embarrassment to Prasar Bharati.

(ii) In the case of the first default on account of (i) a) and/or b), an appropriate communication will be sent to the Second Party.

(iii) Before termination of this Agreement, a Show Cause Notice will be sent to the Second Party. A reply to this notice must be sent to the sender within 30 days of the issue of the Notice.

(iv) The Second Party may if it wishes prefer an appeal to the Director General Doordarshan within thirty days of receipt of the order terminating this Agreement. The Director General's decision on the appeal shall be final.

#### **INDEMNITIES:**

- (a) The Second Party shall indemnify and keep Doordarshan fully indemnified employees and agents from and against all claims including any third party claims, demands, actions, proceedings, damages, liabilities, costs and expenses whatsoever (including legal fees and expenses actually incurred) arising directly or indirectly out of:
  - (i) any actual misrepresentation or actual negation of any of the representations, assurances and warranties provided by the Second Party under this Agreement (including any claims that may arise due to the telecast of news coverage by Doordarshan);
  - (ii) Any breach by Second Party of this Agreement;
  - (iii) Any claims including any third party claims that may arise upon or be made against Doordarshan in respect of or due to the telecast of the news coverages in accordance with the terms hereof.
- (iv) Second Party shall indemnify Doordarshan from any controversies arising out of the telecasting of news coverages provided by it.

**8. CONCILIATION & ARBITRATION :**

In case any difference and/or dispute, arises, it shall be settled by the parties amicably by mutual conciliation. If for any reason, such disputes and/or differences cannot be resolved amicably, the same shall be referred to Sole Arbitrator to be appointed by Chief Executive Officer of Prasar Bharati (BCI), whose decision shall be final and binding on both parties and shall be governed by the Arbitration and Conciliation Act, 1996. The venue for such arbitration shall be NEW DELHI (INDIA).

**9. JURISDICTION & GOVERNING LAW:**

The agreement shall be governed by and construed in accordance with the law of India.

All disputes shall be subject to jurisdiction of courts at \_\_\_\_\_.

**10. NOTICE:**

All notices, requests, comments and other communications under this agreement shall be in writing in English languages and shall be sent by (i) Speed Post (ii) facsimile (iii) personal delivery to the respective parties to this agreement at the address set forth above. In case of any change in address, phone number, fax number, e-mail address, etc., each party will notify the change to the other immediately. Each such notice given in accordance with this paragraph shall be deemed to have been given five (5) days after having been mailed or immediately upon transmission by facsimile (with confirmation of error free transmission).

18. COSTS ON ACCOUNT OF THIS AGREEMENT:

All the costs, changes, expenses incurred in connection with executing this agreement including stamp duty and all other disbursement shall be borne by the stringer.

19. The Second Party may also get its name deleted from the panel of the approved stringers after giving at least three months' notice to the First Party.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed for and on behalf of  
Doordashan (Prasar Bharati)

Signed for and on behalf of M/s \_\_\_\_\_  
Name: Shri \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

In the presence of (Witness)

(1) .....  
(Signature)

(2) .....  
(Signature)

Name:

Age

Address: