

PRASAR BHARTI
(INDIA'S PUBLIC SERVICE BROADCASTER)
CPC: DOORDARSHAN, ASIAD VILLAGE COMPLEX,
KHEL GAON, NEW DELHI-110049
DD-Kisan

FNo. Benchmark TRP/TC/08/2019(pt-III)

Dated :28.01.2020

Subject:- Amendment in the revised SFC Guidelines (DD-Kisan) of 2017(reg.)

As per minutes of the 9th Meeting of the production & Content Committee held in the Prasar Bharati Secretarial on 23rd October,2019 duly considered by Prasar Bharati Board in its 158th meeting held on 15.11.2019, the clause 18,21(d),24,28 & 37(b) stand replaced , Clause 29,30 & 31 stand deleted .Amendment effected from 28.01.2020 .

DDG(IT) is therefore requested to place the amendment in Doordarshan official website ; www.doordarshan.gov.in at the ealiest.

This issues with approval of Competent Authority


(N. Chandrashekar)
Deputy Director General(P)
For Addl. Director General (KC)

PRASAR BHARATI

DIRECTORATE GENERAL: DOORDARSHAN

Guidelines for consideration, processing and approval of Programmes under the Self-Financed Commissioning Scheme for telecast on Doordarshan Kisan Channel.

A. INTRODUCTION

1. Doordarshan (DD) commissions programmes by outside producers with the objective of complementing and supplementing its in house production efforts and bringing in variety in DD's programming.
2. Under this scheme of self-financed commissioning, the Producer shall produce the programme at his own risk and cost and on the selection of the programme by DD, the latter would market it, telecast the same and pay the producer for his services after a specified period of time.
3. Self-financed commissioning of programmes through outside producers could be done for DD's national channels, regional language channels, state networks, regional and local services.

B. SELECTION OF PRODUCER/PROGRAMME

4. DD shall, at its discretion and in accordance with its programme requirements, select producers suo moto for production of programmes on its channels by following the procedure outlined below. DD may also consider proposals submitted by producers on their own.
5. With a view to enabling DD to take a decision regarding selection of producer/programme, the producer shall submit the following information:

About the Producer

- (a) Production tract record
- (b) Arrangements for funding production of the programme
- (c) Financial standing of the Producer

About the Programme

- (d) Subject, title, language and theme/category/genre (e.g. Fiction, Documentary/Quiz, etc).
- (e) Detailed story line in case of serials. Breakup of the story/topic and broad outline of treatment for single episode programmes,
- (f) Detailed scenario/script of all episodes with concept and treatment, in case of a non-serial (i.e. programme of 4 episodes or less),

- (g) Synopsis of 26 episodes with detailed scenarios script for four episodes in case of a serial of more than 4 episodes.
 - (h) Details of creative team including names, bio -data and addresses of the Director, Researcher, script writer, director of photography and music direction, along with a written confirmation from each one, agreeing to be engaged for the production of the programme. The producer shall also furnish full bio-data and show reel, in respect of himself/ herself while making the application. No change in the production team, once intimated, shall be made without the prior consent of Doordarshan.
 - (i) A pilot of the programme.
 - (j) For production of quickies, spots, etc the same details would be furnished along with a complete storyboard and details of postproduction.
 - (k) Format will be hard disk media in *XDCAM HD 4:2:2* format..
6. Together with the information mentioned in clause 5, the producer shall also submit the cost of the production containing the full details of budget break up at pre-production, production and post-production stages.
 7. Any producer who has any dues outstanding against him will either have to clear the dues or get the repayment plan approved before being awarded any assignment.
 8. Producers, who express the intention to utilize the infrastructure available with Doordarshan as per DD's rate card, wherever feasible, would be encouraged.
 9. Doordarshan may appoint an Executive Producer/Programme Monitor to monitor the production of the programme. He will interact with the selected producer with regard to all aspects of the production including star case, story line, script, crew composition, camera work, post production, etc.

C. PROCESSING FEE

10. Every proposal for commissioning of a programme for a national channel shall be submitted at the DD headquarters along with a crossed Bank draft of the value of Rs.25,000/-. The Bank Draft should be made payable to PBBCI, Directorate General, Doordarshan, New Delhi.
11. This amount is the processing fee and is non-refundable.

D. EVALUATION

12. (a) In case of the DD Kisan Channel, each proposal will be evaluated and graded by the following Committee:

- ¹(i) *ADG(DD-Kisan), ADG(Fin) or his representative*
- ²(ii) Three (3) external experts who would be nominated by the Chairman, Prasar Bharati from the fields of media production, rural economy/development, agriculture etc. (who will be given sitting fees as per rules and with no fixed tenure), Provided that the quorum of the committee may be kept at a minimum of 4 members.

Only proposals complete in all respects as per the SFC guidelines, scrutinized by an in house committee constituted by concerned ADG/DDG, will be processed further and placed for consideration before the Evaluation Committee duly constituted as per 12(a) (i) & (ii) of the guidelines.

Incomplete proposals stands rejected and processing fees paid will not be refunded under any circumstances.

13. The Evaluation Committee for DD Kisan shall:
- (a) Assess and evaluate the merits of the proposal in relation to the channel specific as well as general requirements of Doordarshan. The evaluation shall be done on the basis of a marking scheme.
- (b) Recommendation: Acceptance or rejection of the proposal. In case of rejection, reasons for rejection shall be indicated. In case of acceptance, the grading of the programme shall be clearly mentioned.
- (c) In case of non-serials, recommend the time frame for the production and supply of the programme. In case of serials, the time frame would be governed by clause 21.

E. APPROVAL

14. In case of the national channel(s) such as DD Kisan, DD India, DD National etc., the recommendations of the Evaluation Committee would be final and shall be placed before DG, DD for approval.
15. The decision regarding acceptance or rejection by the Evaluation Committee shall be communicated to the Producer within two weeks.

F. AGREEMENT

16. After approval of a programme, DD shall enter into a Production Agreement with the Producer.
17. In case of serials/programmes, the agreement shall be for production of the requisite number of episodes for a period of 26 weeks. Thereafter agreements may be signed for further periods of 13 weeks or 26 weeks at a time as per requirement to be decided by

DG, DD. In case of non-fiction serials, the agreement shall be for the production of the entire programme.

18. DD shall conduct a review of the viewership and NCCS (New Consumers Classification System) profile of TRP of the program at the end of episode no. 13. If the average Total Viewership in Thousands (TVT) as per BARC data of these 13 episode is below one year average of the particular slot, DD shall be at the liberty to stop the telecast of the programme. For Fiction Serials of 26 episodes scheduled 5 days/week, the incentive & penalty as proposed would kick in from the end of 15 episodes while for all other serials of 26 episodes which are less than 5 days a week, the penalty/incentive will kick in from the end of 13 episodes
19. The relevant TRP indicator and the Benchmark TRP for a channel and programme genre shall be determined by DG:DD

G PRODUCTION

20. The Producer shall produce the programme at his own cost and supply the episodes finished in all respects. All episodes of non-serials shall be supplied within the time frame stipulated in the agreement. In case of serials the producer shall supply the episodes according to the time frame indicated below.
21.
 - (a) Out of the total number of episodes approved, the Producer shall supply the detailed scripts of the episodes for the first 4 weeks within 15 days of receipt of intimation of approval and the scripts of the remaining episodes within 30 days of the receipt of intimation of approval. In case of non-fiction, the synopsis/scripts to be submitted on a monthly basis within 30 days prior to its first telecast in the month.
 - (b) DD shall convey approval of the scripts within 15 days of their receipt or reasonable time as the case may be.
 - (c) DD shall intimate the scheduled date of telecast of the first episode of the programme to the Producer 60 days in advance
 - (d) Based on the approved scripts, the producer shall supply all episodes required for each *one week period at least 15 days* before the scheduled date of telecast of the first episode of that week period.
 - (e) DD shall decide well before the end of the current approval period whether more episodes of the programme are required. If it is decided to take more episodes, the number of additional episodes required shall be communicated to the Producer at least 60 days before the end of the approval period. Thereafter, the procedure outlined in clauses 21(a), 21(b), 21(d) above shall be followed for submission of scripts, their approval and supply of episodes.
 - (f) The Producer shall supply promos (video, audio and print)/publicity material for the programmes on a regular basis. Promos material for build-up publicity shall be supplied within 30 days after the signing of the agreement. Thereafter episodic promos/episodic publicity material shall be supplied two weeks before telecast of each episode.

22. The tapes submitted by the Producer would be previewed by a Preview Committee of the concerned Channel/Kendra. If the Preview Committee suggests amendments in the programmes on the basis of the approved script, the Producer shall carry out the same within the shortest possible time at his own cost.
23. Supplied programme/episodes should maintain excellence in technical and aesthetic standards of production as prescribed by Doordarshan.
24. The Producer shall supply telecast master of the programme on hard disk media in *XDCAM HD 4:2:2* format, or as prescribed by DD. Further, DD would check all the telecast master on XDCAM format for technical quality and if the media is technically rejected by DD, the producer shall carry out necessary correction as desired by DD within the shortest possible time and at its own cost. The telecast master submitted after necessary corrections shall be checked for technical quality again and if the media fail, the technical quality for the second time or on subsequent checks, the producer would have to pay penalty in accordance with paragraph 33.
25. All programmes/episodes shall follow the Broadcasting Code of Prasar Bharati.
26. On completion of the programme/episode, the following shall become the property of DD and shall be transferred to and/or handed over to DD.
 - (a) All scripts and versions of the programme.
 - (b) All masters, shooting tapes, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/episode shall be handed over to DD along with the delivery of the programme/episode.

H. PAYMENTS

27. Payment of the price of the episodes telecast in a month shall be made to the Producer after a period of 90 days calculated from the first day of the month following the month in which the episodes are telecast.
28. Payment for the program shall be linked to its grading, and incentive/penalty will be as Per the following formula

$$I/P = TF * \sum \text{Max} \{ \text{Min}([(TI - BTI) / BTI], UB), LB \} * EP$$

Where,

- a. TF means Telescopic Factor having numerical value as 2
- b. UB means Upper Bound having numerical value as 0.15
- c. LB means Lower Bound having numerical value as -0.15
- d. TI means Total average Impressions during the show time for the episode, where Total average Impression means the TTV provided by BARC
- e. BTI means One Years Average of Total Impressions for the corresponding time slot as the Benchmark, this resets every Quarter

- f. \sum means sum of
 - g. Max (x, y) means greater of the two number x and y, in case x and y are equal then any of the number.
 - h. Min (x, y) means smaller of the two number x and y, in case x and y are equal then any of the number.
 - i. I means Incentive
 - j. P means Penalty
 - k. EP means = Episode Price
29. An amount equal to one Episode Price shall be deducted from the first payment to the Producer and retained by DD as security. This amount shall be refunded to the producer after a period of 90 days calculated from the first day of the month following the month in which the last episode of the programme was telecast.

I PENALTY

30. If the Producer fails to deliver any episode on time, he shall pay to DD a penalty equal to 1% of the Episode Price per day of delay per episode. If the producer fails to supply the episode promos/episodic publicity material, DD may impose a penalty of Rs.5000/- for each episode for which such material is not supplied.
31. If the telecast masters submitted after necessary corrections in accordance with the provisions of paragraph 23 fail the technical quality for the second time or on subsequent checks, the Producer shall pay DD a penalty equal to 1% of the Episode Price for each rejected tape or each time of rejection.
32. The amount of penalty shall be deducted from the episode price payable to the Producer.

J. RIGHTS

33. All copyrights, whether vested, contingent or future, including broadcasting rights and new media rights, if any, of a programme commissioned by Doordarshan under this scheme and produced by the producer shall vest with Doordarshan in perpetuity.
34. The said rights shall, inter alia, include:
- (a) Masters/negative/rushes rights for TV transmission on satellite, terrestrial, free-to-air, pay television, DTH etc. whatsoever, in any manner, via any medium, method and/or technology now known or hereafter invented.
 - (b) The exclusive global rights for video cable, radio, IPTV, OTT and other digital platforms/mediums, website, internet, audio, publishing, merchandising and conversion to feature films, CD, DVD format *digital* formats with complete language rights in its entirety
35. DD shall be the exclusive owner of the programme worldwide in perpetuity for multiple telecasts on its own channels or on other channels.

36. DD shall have the right to exploit the programme by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the programme and to combine it with other material at its discretion. DD shall have the right to insert commercial advertisements in the programme.
37. The Producer shall not have any claim over the revenues earned by DD through advertisements or through any other means in the course of exploitation of the programme.
38. Rights in the literary material on which the programme is based, including all the Producer's rights, titles and interests shall stand automatically transferred to DD at the time of delivery of the programme/episode.
39. If the Commissioned programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and DD.

K. APPEAL

40. A Producer, whose proposal has been rejected by the Selection Committee or who has any grievance against the terms of approval of his programme, may, if he so desires, make a written application addressed to DG, Doordarshan for reconsideration of his/her proposal indicating the ground, if any, on which the proposal may be reconsidered.
41. The application to this effect shall be made by the Producer within a period of one month of the issue of the letter conveying the rejection of his proposal.
42. The application for reconsideration of the proposal shall be accompanied by a non-refundable fee of Rs.15,000/- in the form of a crossed bank draft payable in favour of PBCI, DG, Doordarshan, New Delhi.
43. *³The DG shall forward this appeal to the Evaluation Committee for reconsideration of the rejected proposals. The composition of the committee will be on the lines of Clause 12(i) & (ii), with a provision that majority of the members will be those who were not part of the earlier evaluation process. The recommendation of this shall be considered by DG/Empowered Committee (the composition of the Empowered Committee is given at in clause 49 of the guidelines). The decision thus taken will be final and no further request for reconsideration of the proposal shall be entertained. The decision on the reconsideration of the proposal shall be communicated to the Producer within a period of three months.*

L GENERAL

44. Depending on its need and at its discretion, DD reserves the right to process a commissioning proposal or return the same without procession. When a programme is returned without processing, the processing fee shall be refunded in full.

45. The programme shall not, without the prior written permission of DD, contain any third party material or any visually identifiable references to any merchandise goods or services and the Producer shall not enter into any arrangement for the placement of product or enter into any advertising or sponsorship arrangement in connection with the programme.

M EXCEPTION

46. Notwithstanding anything contained in these guidelines, Doordarshan may, with the prior approval of an Empowered Committee comprising of Chief Executive Officer, Director General, Doordarshan and Director General, All India Radio accept any proposal (or schedule an accepted proposal) for telecast of TV programmes under this scheme in relaxation of any of the provision of these guidelines. The committee may decide the matter either in a formal sitting or through circulation (either on file or through e-mail.).