

Prasar Bharati
India's Public Service Broadcaster
Central Archives
Akashvani Bhavan, Sansad Marg, New Delhi-110001

Application for acquiring licence of Audio-Video footage /recording from Prasar Bharati
(Separate application to be used for each Production/Project for which footages are required)
(To be submitted by the Indian/International applicant)

A. Applicant's details:

1. Name of the Firm/Company/Organisation :.....
2. Registered Address :.....
.....
.....
3. Country :.....
(For International applicants a Recommendation/NOC from Ministry of External Affairs, Govt. of India to be furnished along with this application)
4. Phone No :.....
5. Name of the person authorized for signing the Affidavit/indemnity bond :
6. Address :.....
.....
.....
.....
7. Email address:
8. GST No. :.....
9. PAN :.....
10. Adhaar/DL/Passport/EPIC No. :.....
(a copy of the above-mentioned ID to be attached with this application)

B. Details of Audio-Video Footage

1. Intended use: Commercial Noncommercial *(Please Refer Rate Card for additional details)*
2. Purpose for requirement of the footage/license : *(to be ticked/filled in appropriately)*
Advertisement Feature Film Documentary
Television Series Other
(to be specified, if Other is selected)
3. Name/Title of the Project:.....
4. How will requisite footages fit into the Project:
.....
.....
.....
5. Excerpts of script/concept/idea of the final product:
.....
.....
.....
6. Number of uses/repetition of the footage in the Project:.....
7. Requisite duration of the license: *(to be ticked appropriately)*
 - 1 year
 - 2 years
 - 3 years
 - 4 years
 - Perpetual (5 years or more)

It is stated that the information provided as above is correct and true to my knowledge and belief. I/we have gone through and understood the instructions/conditions towards the issue of license for the requisite footage.

Date:.....
Place:.....

(Signature)
Name :.....
Designation:.....

INSTRUCTIONS FOR APPLICANT

1. Request for acquiring Footage/License may be submitted in the format prescribed overleaf. Scanned copy of the application duly filled may be sent to Central Archives, Prasar Bharati through email at archives@prsarbharati.gov.in for processing of the request. Signed copy of the application may be submitted before issue of license/footage. For International applicants a Recommendation/NOC from the Ministry of External Affairs, Govt. of India to be furnished along with this application
2. Details like title, time code etc. of the requisite footage may be submitted in a separate sheet along with the application duly filled. Applicant may require to visit Central Archives, Prasar Bharati (Room No. 521, 5th Floor, Akashvani Bhavan, Sansad Marg, New Delhi-110001) for preview of media and selection of time-codes. A fee for the preview of media at the rate of Rs. 2,000/- (+ GST@18%) per hour or part thereof is required to be paid in cash at the time of preview.
3. Amount towards license fee for the requisite footage shall be calculated as per the Rate Card and communicated to the applicant.
4. License fee is to be paid either online (RTGS/NEFT) or via Demand Draft, details of which are as under:
 - a. For Online Payment:
Bank: State Bank of India
A/C No. 11084233276
IFSC Code: SBIN0000691,
PB BCI DIRECTOR TRANSCRIPTION & PROGRAMME EXCHANGE SERVICE, AIR, NEW DELHI.
 - b. For Payment via Demand Draft:
In favour of 'DDO Prasar Bharati Archives (Central and North Zone) New Delhi' payable at New Delhi
5. Following documents are required to be submitted by the applicant for the acquisition of the footage/license:
 - a. Affidavit as per the prescribed format
 - b. Indemnity bond as per the prescribed format
 - c. Application form duly filled as per the prescribed format
 - d. Signed copy of the ID as mentioned in the application form by applicant

These documents duly filled/completed may be sent by post or submitted in-person at the following address:-
The DDG, Central Archives, Room No. 01, Akashvani Bhavan, Sansad Marg, New Delhi – 110001
6. The Footage provided under 'Non-Commercial Category' shall be provided after adding the watermark 'Prasar Bharati Archives' (visual/forensic). The footage provided under "commercial category" shall be provided without any watermark (visual/forensic) or logo. Moreover, a suitable credit caption in favor of Prasar Bharati shall be given by the applicant in the final product/programme.
7. The License/ Footage will be released after the receipt of the Licence Fee, Affidavit/Indemnity Bond, and any other document (if required) at Central Archives, Prasar Bharati.
8. Any Audio-video footage obtained from Prasar Bharati shall not be used to distort the image or to hurt the sentiments of a person, institution, community or society.
9. Prasar Bharati reserves the right to refuse any footage required by an applicant without assigning any reason whatsoever.
10. The Copyright of the footage shall remain vested with Prasar Bharati. The footage supplied shall be used by the applicant only in the film/ programme mentioned in the application. The footages are not to be re-sold / loaned/transferred/disposed of or used for any other film/programme or in any other manner whatsoever.
11. The footage once supplied will neither be taken back by Central Archives nor will its cost be refunded. Further, no refund will also be given in cases where the footage has been ordered but its delivery has not been taken by the applicant.
12. Prasar Bharati shall be at liberty to supply identical footage to any other person(s) and the supply of footage to the applicant does not confer any exclusive rights to them in respect of the use of the footage such supplied.
13. Prasar Bharati reserves the right to view the film/programme in which the footages have been used prior to its non-theatrical/theatrical/television/online/digital exhibition to ensure the proper use of footage.
14. Prasar Bharati reserves the right to change, modify or alter any of the condition(s) at its own discretion without assigning any reason thereof.

Rate Card

| Purpose → | Commercial Use | | Non Commercial (Other than Commercial Use) |
|---|--|--|---|
| | Advertising | Other than Advertising (like Production of film/documentary, programme, etc.) | Individuals, Govt. Entities, NGOs, Educational Institutions, etc. |
| Categories ↓ | Rate for National/ International Applicant/Client (per second) | Rate for National/ International Applicant/Client (per second) | Rate for National/ International Applicant/ Client (per second) |
| <u>Category#1</u> Infotainment Programmes- <i>Programme/footage based on Dance, Drama, Docudrama, Music, Serials, Theatre, Documentary, Feature, Interview, Interviews of Sports personalities, Educational Programmes, Cartoon, Game show, Chat show, Cooking show, Religious Programmes, etc. & any other programme excluding OB coverage</i> | Rs 409/ USD 22.50 | Rs 204/ USD 11 | Rs 51/ USD 3 |
| <u>Category#2</u> News/Current Affairs/ Sports/ Events Programmes- <i>Programme/footage based on OB coverage including News, Current-Affairs, Sports, National/International events, etc.</i> | Rs 510/ USD 28 | Rs 255/ USD 14 | Rs 64/ USD 3.50 |

All INR amounts rounded off to nearest Rupee whereas all USD amounts rounded off to multiple of 0.50 USD.

- i. The above rates shall be prescribed on per-second basis.
- ii. Minimum capping of a particular footage shall be for 10 seconds.
- iii. Footage preview charges for the selection of the time codes are Rs.2000/- plus applicable taxes per hour or part thereof.
- iv. Applicable taxes shall be levied over and above the calculated license fee.
- v. The license shall be granted for a single & unique project only with non-transferable/non-exclusive rights.
- vi. The above rates are for a license period of one year only. If an applicant requests for a license of more than one year in advance, an additional fee @50% of the calculated rate (taking into account the premium factor, vintage value, etc. over and above the base rate) for each additional year of license shall be charged.
- vii. A premium of 50% over the base rate shall be charged as vintage value for any content more than 30 years old. However, no premium shall be charged for any content upto 30 years old.
- viii. Any request for licensing of any footage/content for a period of 5 years and above shall be treated as a request on perpetual basis. The rate for licensing of any footage/content on perpetual basis shall be 4 times the calculated license fee.
- ix. Keeping in view the high sale pattern of any particular content in the future, it may be labeled as "Premium Content" and a further premium @ 50% of the calculated license fee may be charged additionally. The decision whether any content is to be labeled as "Premium Content" shall be taken by a duly constituted Standing Committee formulated within Central Archives.
- x. No premium factor will be applicable for the non-commercial uses i.e., for the category 'Other than commercial use'.

AFFIDAVIT

(On Rs. 10/- Non-judicial stamp paper duly notarized)

I/We,.....S/o/D/o.....

R/o.....proprietor / authorized signatory of the

firm/company/organisation..... having

address.....

do hereby solemnly affirm and declare as under:

1. The footage of durationprovided by Prasar Bharati (Name of division and office eg. AIR/DD/ NEWS/ Archives/Sports etc) shall be used only for the purpose..... as mentioned in the letter dated..... For any other use, if noticed/brought to the notice of Prasar Bharati or its constituents, I/We shall pay fifty times the licence fees & taxes applicable at that time as per Central Archives, Prasar Bharati Rate Card as penalty.
2. The Footage/licence is applicable for a single & unique project only with non-exclusive and non-transferable rights.
3. I/We agree that the licence period for the above-mentioned rights shall be ___ years. After ___ years, the licence may be renewed at my request. If I/We fail to give a request one month prior to the expiry of the licence period, the licence of the material will automatically cease.
4. For use of the material in Exhibitions/museums/public display, applicant shall have to display prominently that the material has been acquired from Central Archives, Prasar Bharati.
5. The Copyright of the footage shall remain vested with Prasar Bharati. The footage supplied shall be used by the applicant only in the film/ programme mentioned in the application. The footages are not to be re-sold/ loaned/transferred/disposed of or used for any other film/programme or in any manner whatsoever, except for the purpose as specified in the application form.
6. The footage shall be supplied at the rates prescribed/ revised by Prasar Bharati from time to time.
7. Prasar Bharati reserves the absolute right to change, modify or alter any of the condition(s) at its discretion without assigning any reason thereof.
8. Prasar Bharati shall be at liberty to supply identical footage to any other person(s) and the supply of footage to the applicant does not confer any exclusive rights to them in respect of the use of the footage such supplied.
9. Any Audio-video footage obtained from Prasar Bharati shall not be used to distort the image or to hurt the sentiments of a person, institution, community or society.
10. A copy of the final product in which the footage is used, shall have to be provided to Central Archives, Prasar Bharati on a USB drive/Hard Disk (non-returnable & non-payable) for record and reference.
11. A suitable credit caption in favor of Prasar Bharati shall be given by the applicant in the final product/programme.

I undertake to abide by the conditions stated above.

Deponent

(Seal of the Company)

Verification:

Verified aton this date that the contents of the above affidavit are true, abiding, and correct to the best of my knowledge and belief.

Deponent

(Seal of the Company)

UNDERTAKING CUM INDEMNITY BOND

(ON Rs. 100/- Non Judicial Stamp Paper duly notarized)

I _____ s/o,d/o,w/o _____
r/o _____ in
my capacity of _____ on behalf of
_____ having its registered
office at _____ do hereby
declare and indemnify Prasar Bharati against any objection(s) raised by any individual or section of the society
for the use of material taken from Central Archives, Prasar Bharati due to names, voice or images of any
renowned personalities

I undertake and declare that archival material namely _____ shall be used for the purpose
for which it is specifically obtained from Central Archives, Prasar Bharati and not for any other purpose than
the purpose _____ submitted by me and also undertake not
to infringe the copyright, IPR, or any other right and indemnify and protect all rights of Prasar Bharati from any
misuse and pilferage.

In case of any infringement and misuse of the Footage/Archival Material provided to me by Prasar Bharati, I
shall be liable for penalty/prosecution or both.

I also indemnify Prasar Bharati against all actions, claims, suits, losses, and damages arising in consequence of
using Central Archives, Prasar Bharati material. I also agree to keep Central Archives, Prasar Bharati its
employees, officers, successors and assignees indemnified all time against any litigation in respect of said
material at my cost in India and abroad(overseas).

I also undertake to bear all such expenses and make good any losses that might be incurred in respect of any
actionable claims taken by any third party, which may arise as a consequence to the usage of footage material
made available to me on the basis of our application.

Prasar Bharati shall in no way be responsible for any act or omissions committed by me and/or
_____ with regard to the usage of archival
material received by me from Central Archives, Prasar Bharati.

Indemnifier

Dated:

Place:

(Seal of the Company)

Witnesses:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

(To be provided to Applicant)

प्रसार भारती/Prasar Bharati
(India's Public Service Broadcaster)
केंद्रीय अभिलेखागार/Central Archives

आकाशवाणी भवन, संसद मार्ग, नई दिल्ली -110001/Akashvani Bhavan, New Delhi-110001

No.

Date:

Subject: Licence for the use of audio-visual footage

Reference: Your application, dated

The license for the use of requisite Audio-Video footage is released herewith with the approval of competent authority in reference to the application, dated along with affidavit, indemnity bond and other details submitted by you. Prasar Bharati authorise the use of Audio video footage as per the details given under:

1. License released in the name of : *Name of the Company*
2. Signatory authorised by the company: *Name of the official, Designation*
3. The details of footage : *as per the Annexure*
4. Date of release of licence : *__/__/____*
5. Duration of the license : *_ Years/ Perpetual*
6. Title of the project for where in the footage is authorised for:

.....
.....

7. Type of Licence : Commercial Non-commercial
8. License fee paid :
9. Reference of Rate card/ Policy :....., dated.....

(Signature)

NAME:.....

DESIGNATION:.....

For Prasar Bharati

To

Details of Audio Video Footage

ANNEXURE