

AGREEMENT FOR COMMISSIONED PROGRAMME

THIS AGREEMENT is made on this _____ day of _____ 2019 at NEW DELHI, between Prasar Bharati (India's Public Service Broadcaster), a body corporate established under Prasar Bharati (Broadcasting Corporation of India) Act, 1990, through the Director General: DOORDARSHAN, having its office at Doordarshan Bhawan, Copernicus Marg, New Delhi – 110 001, hereinafter referred to as "PRASAR BHARATI" which expression unless repugnant to the context or meaning thereof, shall mean and include all its officers, successors and assignees of the FIRST PARTY.

AND

M/s. _____, having its office at _____ hereinafter referred to as the "Producer" which expression unless repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, successors and assignees of the SECOND PARTY.

AND

WHEREAS PRASAR BHARATI is desirous of commissioning a programme / serial titled " _____ " as per details given in **Schedule-A**.

AND WHEREAS the Producer is in the business of producing programs / serials and has agreed to produce and deliver the programme / serial titled " _____ " (hereinafter referred to as the "PROGRAMME") complete in all respect in accordance with this Agreement on an audiovisual medium to match the format, script and screenplay of the pre-decided theme and / or concept as per given specifications for exhibition/telecast of the same on DOORDARSHAN Channel(s) solely at the discretion of PRASAR BHARATI.

Producer will also provide PRASAR BHARATI with endorsements from the cast of the Program, which may be used by PRASAR BHARATI at its sole discretion.

PRASAR BHARATI shall be the exclusive owner of the program worldwide in perpetuity for multiple telecasts on its own channels or on other channels.

AND WHEREAS, PRASAR BHARATI having accepted the offer of the Producer to provide the aforesaid services, the Parties herein are entering into this agreement on the terms and conditions contained hereinafter.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES OF THE FIRST AND SECOND PART HERETO AS UNDER:

1. DEFINITIONS AND INTERPRETATION:

- (i) **“Agreement”** means this agreement and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference and also includes any extensions / addendum(s) / amendments, if any, to this Agreement.
- (ii) **“Episode(s)”** means episode numbering _____ (inclusive), each episode of a duration of 24 Minutes in a 30 minute slot and 48 minutes in a 60 minutes slot.
- (iii) **“Delivery Material”** means tapes and other Publicity Material as defined below.
- (iv) **“Merchandising Rights”** means the right to manufacture, sell and / or otherwise distribute in connection with the Programme or characters of the Programme, goods of all kinds, which means and include reproducing, depicting or decorating with the faces of the characters in the Programme or scenes and symbols used in the PROGRAMME on, without limitation, clothing, footwear, brochures, posters, albums, activity books, toys, games and computer games, novelties, books, magazines and any other goods deemed fit by PRASAR BHARATI.
- (v) **“Packaging”** would mean and include title track, opening titles, mid-bumpers and closing titles and any other graphic elements or music elements and effects that might be included.
- (vi) **“Programme”** means and includes series of _____ episodes of a serial titled “_____” to be produced by the Second Party in accordance with this Agreement and in conformity with the Broadcasting Code, and shall mean and include all extensions thereof.
- (vii) **“Publicity Material”** means any biographical notes, press releases, audio and or video visual material or photographs relating to the Programme, and any or all artwork and packaging material relating to the Programme inclusive of transparencies, posters, photographs, synopsis, etc.
- (viii) **“Technical Specifications”** means such technical specifications in respect of the Programme as may be required or specified by PRASAR BHARATI in Schedule “C”.
- (ix) Any reference in this Agreement to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement, as well as all statutory instruments orders and regulations for the time being in force.
- (x) Unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

(xi) The expression 'copyright' means the entire copyright and design right subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

(xii) Unless otherwise stated, time shall be the essence for the purpose of the performance and obligations under this Agreement.

(xiii) "Genre of programme" means Daily Soap/Documentary/Magazine/Mythology/Reality Show/Thriller/Travelogue/Telefilm/Quiz. All programmes in above genres have to be submitted in HD format as specified in Schedule "C".

2. PRODUCTION, DELIVERY AND ESSENTIAL ELEMENTS:

(i) The Producer agrees to create, compose, shoot, produce, post-produce, edit and deliver to PRASAR BHARATI the Episode(s) of the programme, as per the concept, general specifications and technical specifications more fully described in Schedules "A" "B" & "C" respectively. The said Schedules may be amended by mutual agreement in writing from time to time if so deemed fit by the parties.

(ii) The Producer shall produce the programme and supply the episodes finished in all respects within the timeframe stipulated in Schedule B.

(iii) If there is likelihood of delay in supply of the programme, the Producer shall seek extension of time from Prasar Bharati. The latter may, at its discretion grant such further time as it deems fit or reject the request.

(iv) Any delay over and above the original/extended period granted would attract interest @ 18% per annum for the delayed period on the amounts paid to the Producer. Prasar Bharati shall have the right to deduct the interest amount from the payments due to the Producer.

(v) PRASAR BHARATI shall have full creative and technical approval right over the Episodes and all elements thereof, including, without limitation, any outline, sketches, treatments, scripts, storyboards, and mechanical works. The Producer must adhere to broadcasting code and guidelines of Prasar Bharati.

(vi) The Producer shall supply the detailed script of the programme within the time period stipulated by Prasar Bharati.

(vii) The Producer shall commence production of the programme after the script has been approved by PRASAR BHARATI. The programme should strictly conform to the approved script and the Broadcasting Code.

(viii) The tapes submitted by the Producer would be previewed by the Preview Committee constituted by Prasar Bharati. If the Preview Committee suggests any modification in the program, the Producer shall carry out the same at its own cost within the time period stipulated by Prasar Bharati. Delay beyond the stipulated period will attract penalty as in sub-clause IV above.

- (ix) The program shall not, without the prior written consent of PRASAR BHARATI, contain any third party material or any visually identifiable references to any merchandise goods or services and **Second Party** shall not enter into any arrangement with any third party for the placement of any product or enter into any tie-up or sponsorship arrangement in connection with the program.
- (x) It shall be the responsibility of **Second Party** to ensure that all the clips used in the program, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that have rights on the clip, to enable PRASAR BHARATI to exercise its rights in the program.
- (xi) The Producer shall not change the story line, Star Cast, creative team or technical crew of the PROGRAMME without prior permission of PRASAR BHARATI.
- (xii) All sums payable under this Agreement shall be subject to deduction of tax at source under the Income Tax Act, 1961, amended from time to time and also levies that may be applicable as per the statutes / law in India.
- (xiii) On completion of the programme/ final episode, the following shall become the property of Prasar Bharati and shall be transferred to and/ or handed over to it:
 - (xiv) All scripts and versions of the programme.
 - (xv) All masters, shooting tapes along with unmixed and unedited material, 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.
 - (xvi) During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated shall be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard. The technical standards and specifications are set out in Schedule-C.
 - (xvii) Prasar Bharati would check all the telecast masters for technical quality and if the tapes are technically rejected by Prasar Bharati the Producer shall carry out necessary corrections as desired by Prasar Bharati within the shortest possible time at his own cost.
 - (xviii) The Producer agrees to supply program and episode maintaining excellence in technical and aesthetic standards of production. The program shall not, without the prior written consent of PRASAR BHARATI, contain any third party material or any visually identifiable references to any merchandise goods or services and Producer shall not enter into any arrangement with any third party for the placement of any product or enter into any tie-up or sponsorship arrangement in connection with the program.

- (xix) It shall be the responsibility of Producer to ensure that all the clips used in the program, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that have rights on the clip, to enable PRASAR BHARATI to exercise its rights in the program.
- (xx) The Producer shall not change the story line, Star Cast, creative team or technical crew of the PROGRAMME without prior permission of PRASAR BHARATI.
- (xxi) The Producer shall deliver the Episode(s) of the Program to DOORDARSHAN in the manner stated in Schedule "B" at the address set forth or any address as informed from time to time.
- (xxii) The Producer agrees to provide the publicity material, i.e., transparencies (slides), still photos, synopsis, etc. from time to time as required by PRASAR BHARATI without any delay as per the delivery schedules as required / mentioned by an authorized representative of PRASAR BHARATI.
- (xxiii) To ensure that high standards of quality are maintained throughout in the production, Prasar Bharati may attach a Production Associate who may associate himself/herself with the production of the episodes of an approved programme. The Producer will necessarily abide by the observations given by the Production Associate nominated by Prasar Bharati. It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee constituted for the purpose will do the requisite certification before the payments are released. Whenever necessary, the Production associate nominated by Prasar Bharati may also do an on-the-spot appraisal of any production with a view to ensuring due standards of quality and adherence to the plan submitted by the producer. The Producer shall supply promos (video, audio and print)/ publicity material for the programme.

3. CONSIDERATION:

(i) Subject to and in consideration of the full and timely performance and observance by the Producer of all its warranties and the delivery of satisfactory programme under this Agreement without any material breach of its obligations by the Second Party, PRASAR BHARATI agrees to pay and the Producer agrees to accept payment amounting to Rs. _____ for the programme, comprising _____ episodes. Payment for the programme will be made in the following manner:

Sl. No.	When to be paid	Amount to be paid
1	On Signing of Agreement and script approval	50% of the total budget
2	On approval of rough cuts of all episodes.	30 % of total budget
3	On approval of the final product (all episodes).	20 % of the total budget

Payment of amounts will be released by Prasar Bharati only against a 100 % irrevocable Bank Guarantee. The Bank Guarantee shall be for cumulative amounts. The maximum validity period of Bank Guarantee will be six months beyond the period specified in the Agreement for submission of the complete programme to the full satisfaction of Prasar Bharati. In case the Programme is satisfactorily completed the Bank Guarantee will be released within one month of submission of the programme and all other required material. If the Producer fails to submit the programme within the time frame agreed upon, with or without extension, Prasar Bharati may, at its discretion and in addition to taking any other action, encash the Bank Guarantee without notice to the Producer.

(ii) All sums payable under this Agreement shall be subject to deduction of tax at source under the Income Tax Act, 1961, amended from time to time and also levies that may be applicable as per the statutes / law in India.

(iii) The Producer acknowledges and agrees that it will be responsible for payment of all costs, expenses, liabilities etc. of any nature whatsoever incurred in the production of the programme and shall not be entitled to any amount from PRASAR Bharati other than the consideration as specified clause (i) above. The Producer acknowledges and agrees that it will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to it hereunder, including but not limited to income tax, disability, unemployment and worker's compensation insurance. The Producer warrants and represents that it will make all necessary payments due to governmental agencies to comply with the foregoing and will indemnify and hold PRASAR BHARATI harmless against all claims, damages, costs and expenses including reasonable attorney's fees arising out of any breach of the foregoing.

4. RIGHTS

i) The Producer hereby assigns to PRASAR BHARATI in perpetuity, the entire copyright, whether vested, contingent or future, all rights of action and all other rights whatsoever in and to the PROGRAMME, whether now known or in future including broadcasting rights and new media rights created for the full period of copyright throughout the world, including all renewals, reversions and extensions, if any. It is agreed that PRASAR BHARATI may exercise the rights granted herein at any time and even after a period of one year from the date of assignment and the provisions regarding lapsing of assignment contained in Section 19 (4) of the Copyright Act shall have no application/effect on this agreement.

ii) The above mentioned rights shall also mean and include:

(a) Masters / negative / rushes rights for television transmission on satellite, terrestrial, free to air, pay television, direct to home, etc. whatsoever in any manner via any medium, method and / or technology, now known or hereafter invented.

(b) Right to telecast the Program on any airline, in any hotel and on any ship at sea or otherwise.

(c) The Right of title thereof including but not limited to rights for dubbing the Program in any language at the discretion of PRASAR BHARATI, concept formats, outlines, treatments, scripts, video rushes, stock shots, stills and title songs (if any) used in the Program, with complete audio format(s) of music tracks upon which the Program is based and also the audio format rights in and to the Program with regard to the content of the Programmes.

(d) The exclusive right (globally) for video, cable, radio, website, Internet audio, publishing, and conversion to feature film, CD, DVD formats with complete language right in entirety.

(e) The exclusive merchandising rights and packaging rights.

(f) PRASAR BHARATI shall be the exclusive owner of the program worldwide in perpetuity for multiple telecast on its own channels or on other channels.

(g) All rushes, tapes for the Program shall be submitted by the Producer on demand to PRASAR BHARATI. On termination of the contract all rushes shall be returned to PRASAR BHARATI within 15 days of the notice of termination.

(h) The Producer warrants and acknowledges that PRASAR BHARATI shall have the right to exploit the Program 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 Program, and to combine them with other material at its discretion. PRASAR BHARATI shall also have the right to edit, alter and modify the Episodes of the Program to the extent necessary for scheduling, technical purposes and censorship approval provided that such editing shall not, as far as possible, impair the integrity or quality of the Program.

- (i) The Producer acknowledges and agrees that all commercial time associated with the programme shall vest exclusively in PRASAR BHARATI, which may deal with the same as it deems fit. The quantum of commercial time to be associated with the programme, whether before, during or after the programme shall be at the sole discretion of Prasar Bharati. PRASAR BHARATI shall have right to insert commercial advertisements of its choice in the program. The Producer shall have no claim over the revenues earned by PRASAR BHARATI through advertisements or through any other means in the course of exploitation of the program.
- (j) The Producer irrevocably and unconditionally waives all its rights relating to its services and the Delivery and Publicity Material to which it is now or may in future be entitled pursuant to the provisions of the Copyright Act, 1957, amended from time to time.
- (k) Rights in the literary material on which the program is based, including all the Producer's rights, titles and interests shall stand automatically transferred to DOORDARSHAN at the time of delivery of the program / episodes.
- (l) PRASAR BHARATI shall be at liberty to telecast the PROGRAMME on its channels at its discretion.
- (m) The Producer acknowledges that its services hereunder shall be performed pursuant to the full direction, creative and business control of PRASAR BHARATI and all artistic, literary, dramatic, vocal and musical materials delivered by the Producer are works specially ordered or commissioned by PRASAR BHARATI for use as a part of an audiovisual, audio work and accordingly the Producer expressly agrees and assigns irrevocably all types of intellectual property rights in and to the program worldwide in perpetuity including the copyright to the title, concept, segments, songs, music and episode of the program and any renewal or extension thereof to PRASAR BHARATI.

5. **INFORMATION REGARDING MUSIC**

- (i) The Producer shall furnish Prasar Bharati with accurate music cue sheets (except to the extent that such music cue sheets are not available to the Producer) showing music synchronization in the Program and indicating the title(s) and composer(s) of each composition.
- (ii) The Producer agrees to indemnify Prasar Bharati and its affiliates on all pre-recorded music rights.

6. **PENALTIES**

- i) If the Producer fails to supply the promo for build up publicity, Prasar Bharati may impose a penalty of Rs 50,000 and if the Producer fails to supply episodic promos/ episodic publicity material, Prasar Bharati may impose a penalty of Rs 5000 for each episode for which such material is not supplied.
- ii) If the telecast master submitted after necessary corrections in accordance with the provisions of Clause 2 (xi) fails the technical quality for the second time or on subsequent checks, the Producer shall pay PRASAR BHARATI a penalty equal to 1% of the Episode Price for each rejected tape for each time of rejection. The penalty amount shall be deducted from the payments due to the Producer.

7. **WARRANTIES.**

The Producer hereby warrants and agrees that:

- (i) The program, when delivered, will be free and clear of any lien or claim by any third Party including without limitation any claim by any union or guild including any residuals or re-use fees.
- (ii) The Producer is free and has full right and authority to enter into and perform this Agreement and has not entered into any other agreement, and shall not enter into any other agreement and/or make any arrangement concerning the programme which may conflict with this agreement or in any way interfere with the full and complete performance of its obligations to PRASAR BHARATI and that it shall not be entitled for any compensation in connection with the production of the Episode(s) of the Program, other than as herein provided in this Agreement.
- (iii) The Program shall be original and shall not be obscene, libelous, blasphemous or defamatory of any event / and or person deceased or alive or infringe the copyright, the trade mark, trade name, copyright, right of privacy or publicity, property rights or of any other right of any party and also will not constitute unfair competition or defamation or breach of contract; and / or any other right of whatever nature of any third party.
- (iv) The Producer shall deliver the Episode(s) of the Program and all the Delivery Material to DOORDARSHAN free and clear of all recording synchronization, mechanical and or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipments or otherwise in connection with the production of the Program shall have been paid for in full by Second Party on or before delivery.
- (v) The Producer shall obtain, prior to the delivery of Episode(s) of the Program to PRASAR BHARATI, all of the rights, permissions and licenses which may be required to enable PRASAR BHARATI to exploit the Program as contemplated herein without any additional cost or expense to PRASAR BHARATI. In case, limited rights are obtained by the Producer, PRASAR BHARATI shall be informed in advance and in writing of such limitations.
- (vi) The Program, which the Producer delivers, will be suitable for the purpose for which it is intended.
- (vii) The Producer will cooperate with PRASAR BHARATI to protect PRASAR BHARATI's ownership and rights in and to the Program; including, without limitation, promptly notifying PRASAR BHARATI of any infringement of the Episode (s) of the Program of which Second Party becomes aware.
- (viii) The Producer has not entered into any similar Agreement with any channel or any entity whatsoever, engaged in the business of sourcing/supplying television programs as with PRASAR BHARATI. The Producer further undertakes that during the pendency of the present Agreement it will exclusively

carry out its services for DOORDARSHAN with regard to the same kind of Programme. In case, the Producer contemplates to render its services to any other channel or entity competing with or carrying out similar business to PRASAR BHARATI, the Producer shall obtain prior written permission of PRASAR BHARATI.

- (ix) The Producer does not owe any amount to Prasar Bharati on any count whatsoever.

8. **PARTNERSHIP.**

The Producer agrees that PRASAR BHARATI has retained Producer solely for the purposes and to the extent set forth in this Agreement, and Producer shall not be considered, under the provision of this Agreement or otherwise, as having the status of a partner or agent of PRASAR BHARATI or entitled to share in any of the benefits which PRASAR BHARATI may derive from the commercial exploitation of the Program.

9. **TERMINATION**

PRASAR BHARATI shall have the right to terminate this agreement in the following circumstances:

- (i) If the Producer commits a breach of any of the terms of this Agreement (express or implied) which is not cured by him within fifteen days of service of a notice on him by PRASAR BHARATI specifying the breach.
- (ii) In case where any act done by the Producer is against the guidelines / code and/or prejudicial to the interest of PRASAR BHARATI and / or its associates / affiliates, PRASAR BHARATI has the right to terminate this agreement without notice.
- (iii) In case the quality of the Program produced by Producer is not to the satisfaction of PRASAR BHARATI it may terminate the agreement after giving a fifteen day notice.
- (iv) PRASAR BHARATI shall be at liberty to rescind / cancel this agreement without assigning any reasons thereof by giving one month notice to Producer irrespective of number of Programs contracted and / or produced or for which work is in progress.
- (v) The termination of this agreement shall not effect any of the rights vested in PRASAR BHARATI by virtue of this agreement.

10. **INTELLECTUAL PROPERTY RIGHTS.**

- (i) **Producer** acknowledges that its services hereunder shall be performed pursuant to the full direction, creative and business control of PRASAR BHARATI.
- (ii) All artistic, literary, dramatic, vocal and musical materials delivered by the **Producer** are works specially ordered or commissioned by PRASAR BHARATI for use as a part of an audiovisual, audio work and accordingly the **Producer** expressly agrees and assigns irrevocably all types of intellectual property rights

in and to the program worldwide in perpetuity including the copyright to the title, concept, segments, songs, music and episode of the program and any renewal or extension thereof to PRASAR BHARATI.

- (iii) If the Commissioned Program wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and PRASAR BHARATI.

11. RESTRICTION ON USE OF TRADEMARK.

The Producer shall not use or refer to, or authorize the use of or reference to any PRASAR BHARATI/ DOORDARSHAN names, logos, trade names or trade marks including without limitation, the names of any of the programming services of PRASAR BHARATI in any manner without prior written permission of PRASAR BHARATI.

12 INDEMNITY

The Producer agrees to indemnify and hold harmless PRASAR BHARATI, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by the Producer in this Agreement. In the event of any claim, Producer will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Producer is not diligently and continuously pursuing this matter, PRASAR BHARATI may take such action on behalf of itself and / or as attorney for the Producer, to adjust, settle, defend or otherwise dispose of such claim, in which case the Producer hereby authorizes PRASAR BHARATI to deduct from any payment due to the Producer; if no dues are outstanding, the Producer undertakes to pay such amount incurred on cost and penalties.

13. GENERAL

- (i) All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective parties at the addresses set forth in the Agreement.
- (ii) The Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties.
- (iii) The Producer specifically agrees and undertakes that it has no right to further assign or transfer any of the rights and privileges that vest or will vest in PRASAR BHARATI in terms of this Agreement, or delegate in any manner whatsoever any of responsibilities, as encompassed in terms of the present Agreement, to any third party.

- (iv) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement
- (v) In the event that any provision of this agreement shall be held by a Court of Law to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.
- (vi) The Producer agrees to execute and deliver to PRASAR BHARATI all documents or do any acts which PRASAR BHARATI may reasonably deem necessary to effectuate the intent of this Agreement, and perfect the rights granted herein.
- (vii) The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

14. ARBITRATION

In the event of any dispute or difference arising between the parties, out of or relating to or in connection with this agreement and its performance , the same shall be referred to a Sole Arbitrator to be appointed by the Chief Executive Officer (CEO), Prasar Bharati. The decision of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be New Delhi.

15. JURISDICTION

All disputes arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of courts at NEW DELHI.

WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF
FIRST PARTY

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF THE
SECOND PARTY

By (Name)
Designation.....

By (Name)
Designation.....

WITNESSES:-

1.....

2.....

Name.....
Age.....
Address.....

Name.....
Age.....
Address.....

SCHEDULE "A"

TITLE: " _____ "

CONCEPT OF THE PROGRAM / SERIAL:

STAR CAST

S. No.	Name	Father's Name	Address	Contact Number
1				
2				
3				
4				
5				
6				

CREATIVE TEAM

S. No.	Designation	Name	Father's Name	Address	Contact Number
1	Creative Head				
2	Director				
3	Episodic Director				
4	Writer				
5	Project Head				
6	Online Director Editor				

TECHNICAL CREW

SL. No.	Designation	Name	Father's Name	Address	Contact Number
1.	Director of Photographic				
2.	Cameraman				
3.	Sound				
4.	Editor				
5.	Music				
6.	Music Tracks				

Signature of Producer

SCHEDULE-B**1. NATURE OF THE PROGRAM**

The Program “ _____ ” will consist of _____ episodes as per Schedule-A.

2. DESCRIPTION OF SERVICES

Producer shall create, compose, shoot, produce, post - produce, edit and deliver to PRASAR BHARATI the Episodes of the Programme titled “ _____ ” within **THREE (03)** months of the approval of the script by Doordarshan. Duration of each episode shall be 24 minutes in a 30 minutes slot & 48 minutes in a 60 minutes slot.

3. All masters, shooting tapes along with unmixed and unedited material, 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.

4. PERSONS TO BE CONTACTED

From Producer

Name :
Designation :
Telephone No :

From PRASAR BHARATI

Name :
Designation :
Facsimile No :
Telephone No :

Current incumbent of this post is-----

SCHEDULE – C

Programme submission to PRASAR BHARATI. – Half Hour/ One Hour Programme

A PRODUCTION

- a. *Graphics, Captions and actions shall be within the safe areas.*
- b. *Production tapes shall be of the highest professional quality, recently manufactured. "First usage" of the specified format shall be ensured.*
- c. *Master Discs shall have 10 sec. Black, 30 sec. Colour Bar w/t 1 khz tone, 10 sec. Black followed by 10sec. Countdown in sequence as the programme leader.*
- d. *Each episode shall be produced of the highest professional quality and edited into a package ready for broadcast on television in HD format XDCAM HD MPEG 4:2:2 on Blue Ray Disc/Optical Disc format (16:9 aspect ratio) in MXF OP1a Wrapper only. Blue Ray Disc/Optical Disc Format with time code recently manufactured. "First usage" of the specified format shall be ensured as per the technical guidelines provided to Second Party by PRASAR BHARATI.*
- e. Duration of each episode will be 24 minutes (excluding breaks) for a half-hour slot and 48 minutes (excluding breaks) for a one-hour slot. Please note that programme duration does not include blank inserted for breaks. No programme should exceed 24/48 minutes under any circumstances.
- f. Each half an hour show will have two breaks and four break for one hour show. A five-second bumper must precede each break after which there should be a minimum of 20 second black before beginning of the five-second bumper which is required as a lead into the next segment. The next segment must begin at the following half or full minute whichever is first.

B. TECHNICAL

1. For DD Kashir HD format XDCAM HD MPEG 4:2:2 on Blue Ray Disc/Optical Disc format (16:9 aspect ratio with 4:3 justified safe area) in MXF OP1a Wrapper only. *Blue Ray Disc/Optical Disc Format with time code recently manufactured. "First usage" of the specified format* is to be adopted.
2. For others, respective Kendra will specify the format i.e. DVC PRO 50.
3. The producer shall submit the following tapes after the completion of the programme to PRASAR BHARATI (Doordarshan),
..... (Attn.:.....)Tel.
.....; Fax:):

- a) *XDCAM HD MPEG 4:2:2 on Blue Ray Disc/Optical Disc Format with time code recently manufacture. "First usage" of the specified format.* Master tape with full mix audio on CH#1 and CH#2 and on CH#3 and CH#4 stereo audio.
- b) Unmixed tapes containing effects, music on one track and commentary / dialogue on the other track.
- c) All shooting tapes including un-edited and unused shooting material.
- d) DVD / *XDCAM HD MPEG 4:2:2 on Blue Ray Disc* (a) with time code.
- e) DVD/ *XDCAM HD MPEG 4:2:2 on Blue Ray Disc* (a) without time code
- f) Back up tape with dialogue track on CH# 1 full mixed audio on CH#2 and stereo audio on CH#3 and CH#4.

4. *Master Discs shall have 10 sec. Black, 30 sec. Colour Bar w/t 1000 Hz tone, 10 sec. Black followed by 10sec. Countdown in sequence as the programme leader. (Guideline 12.12) with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it correspondence to +4 dbm audio signal across 600 ohm impedance) followed by a five second visual slate with the following information.*

Name of Programme :
 Name of Episode :
 Episode # :
 Total duration of episode :
 Reading :

Following by a 25 second video black after which the programme shall begin.

- 5. All tapes must have one continuous Time Code Track.
- 6. Production Standards :
 - a) System : PAL-B in all respects of bandwidths, timing and frequency response
 - 2:1 Interlace
 - 625 lines, 25 frames/ s 50 fields/s
 - 4:3 Aspect Ratio

Identical and coherent audio on both audio channels.

- b) Digital (Applicable to DVC PRO 50/ D-9 format):
 Digital video signal conforming to ITU (R)- 601 recommendation

Format	Quantization	Compression	Audio
DVC PRO 50	4:2:2/ 8 bit	Intraframe DCT/3:3:1 @ 50 Mbps	48 Khz P CM
D-9	4:2:2/8 bit	3:3:1 @ 50 Mbps	

Level 0.8 Volt across 75 ohms.

c). Audio level of the Broadcast Master must correspond to – 20 VU = PPM 4, whatever the variation, the 0 level must correspond to PPM 4. The audio must never exceed PPM 5.

C. PROGRAMME CREDITS

Beginning title and signature tune should be not more than 60 seconds. Only programme title, episode titles (if any) and cast credits should be included at the beginning. The name of the production house will appear after end credits only.

1. End credit should be not more than 30 seconds in length and restricted to creative team. Courtesy credits will not be allowed.
2. The name of the production house following the end credits will appear in the same font and format as the end credits.

D. OTHER SUBMISSIONS

1. a) Two copies of the script/ screenplay
 b) Two copies of Dope Sheets
 c) Appropriate 10 high-resolution photographs of each episode with CD.
 d) General promos and episodic promos in case of serials (30 seconds).
 e) General synopsis and episodic synopsis in case of serials.
2. Copyright permissions should have been obtained for all music tracks, archival material and stock footage used. A copy of the letter should be submitted, if necessary.

E. LABELING INSTRUCTIONS

The broadcast and back up *XDCAM HD MPEG 4:2:2 on Blue Ray Disc/Optical Disc Format with time code recently manufactured. "First usage" of the specified format* must be labeled as follows :

NAME OF PROGRAMME :
 NAME OF EPISODE :
 EPISODE :
 DURATION OF EPISODE :
 READING :

TO BE PREPARED ON RS. 100/=STAMP PAPER**UNERTAKING**

We M/s. _____
 _____ do hereby

Undertake that we shall produce the programme series entitled _____ within the stipulated period for telecast on DD Channels i.e. within the time scheduled incorporated in the allotment letter issued to me by the Directorate General.

In case we fail to deliver the programme series within the above stipulated time and without sufficient reason. Prasar Bharati (India's Public Service Broadcaster of India) has full right to deduct 18% per annum of the released amount for the delayed period.

DEPONENT

Verification

The above statement is true and correct to the best of my knowledge.

DEPONENT

(To be executed on Rs. 100/- Stamp Paper)

Guarantee No. _____
BG Issue Date _____

KNOW ALL MEN BY THE PRESENT THAT WE

M/s. _____ hereinafter
called

“The Obligor”(which expression shall unless repugnant to the context or meaning thereof, include my heirs, executors, administrators)

Guarantee No. _____
BG Issue Date _____

and _____ hereinafter
called **“The Surety”**(which expression shall unless repugnant to the context of meaning thereof include our respective heirs, executors, administrators are jointly and severely bound up to the PRASAR BHARATI (India’s Public Service Broadcaster of India) hereafter called **“PRASAR BHARATI”** (which impression shall unless repugnant to the context and meaning thereof his successors and assignes) in the sum of Rs. _____ (Rupees _____) for which payment will add truly to be made on demand and with demur. We the obligor and the surety jointly and severely bind ourselves and our respective heirs, executors and administrators and legal representatives up to the PRASAR BHARATI (India’s Public Service Broadcaster).

WHEREAS the obligor has entered into an agreement with the PRASAR BHARATI (India’s Public Service Broadcaster), hereinafter referred to as the **“SAID AGREEMENT”** whereby the obligor has agreed in consideration of the payment to be made to him as mentioned in the said agreement to produce a TV Film on behalf of PRASAR BHRATI (India’s Public Service Broadcaster) titled _____ upon the terms and conditions therein mentioned.

AND WHEREAS the obligor has requested to the PRASAR BHARATI (India’s Public Service Broadcaster) to advance/release to him a sum of Rs. _____ Rupees _____ in the manner provided in the said agreement which the Prasar Bharati (India’s Public Service Broadcaster) has agreed to do upon the obligor and the sureties agreeing to execute and irrevocable bond in the manner therein contained.

Now the condition of the above bond is that in case the obligor duly observes and performs the terms and conditions of the said agreement in all respect to the

satisfaction of the PRASAR BHARATI (India's Public Service Broadcaster) then the above written bond shall be void and have no effect otherwise it shall remain in full force and effect.

AND the Sureties hereby agrees as follows:

1. This bond shall remain in full force irrevocably and effect until the said TV Film/ Serial and the materials are delivered to the PRASAR BHARATI (India's Public Service Broadcaster) in the manner provided in the said agreement are duly observed and performed in all respect to the satisfaction of PRASAR BHARATI (India's Public Service Broadcaster) and the sureties shall not be discharged or released from their obligations under the observation bond by reasons of the PRASAR BHARATI (India's Public Service Broadcaster) showing to the obligor and indulgence of the forbearance without the sureties' knowledge or consent whether as to time payment performance or any other matter whatsoever from which under the law may have effect of releasing the sureties or otherwise and,
2. That merely a demand for payment of money under this bond made by the PRASAR BHARATI (India's Public Service Broadcaster) on the sureties shall be final and the said sum so demanded shall be paid by the sureties to the PRASAR BHARATI (India's Public Service Broadcaster) without any demur.

Our liability under this guarantee is restricted to Rs. _____
(Rupees _____). This
guarantee will expire on _____ and any claim under this
guarantee must reach us by _____

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and this bank guarantee shall be valid up to _____ and we shall be released and discharged from all liabilities unless a written claim for payment under this guarantee is lodged on us within twelve months form the date of expiry of this guarantee i.e. on or before _____ irrespective of whether or not the original guarantee is returned to us.

Guarantee No. _____

BG issue date _____

Authorised Signatory

BILL TO BE SUBMITTED IN TRIPLICATE ON LETTERHEAD OF THE FIRM ALONG WITH BANK DETAILS

Bill No. _____

Bill Date:_____

Addl. Director General (P),
Doordarshan Kendra,
Doordarshan Bhawan Phase-II,
Copernicus Marg,
New Delhi- 110001.

Towards 50% advance payment of Commissioned Programme entitled _____ Rs._____

Sanctioned by the Directorate vide sanction

Number _____

GST @ 18 % _____ Rs._____

TOTAL Rs._____

(Rupees _____)

Signature with rubber seal

PRE-RECEIPT

Received
Rs. _____ (Rupees _____) from
The Addl. Director General (P), Doordarshan Kendra, New Delhi towards the above mentioned project.

Signature with rubber seal and
affix a One Rupee Revenue Stamp)

Bank's Name : _____
With branch : _____
Current A/C. No. : _____
Bank's IFSC Code : _____
PAN : _____
G.S.T. No. : _____

AFFIDAVIT-CUM-DECLARATION
(On a Stamp paper of value Rs. 100/-)

I,..... son/Daughter of Shriaged about.....
years, resident of....., do hereby solemnly declare
and affirm as under:

1. That I am the proprietor of M/s.

2. That I have offered programme titled “.....”for
telecast on Doordarshan fromunder.....category.

3. I am not a defaulter/ we are not a defaulter of Doordarshan at the time of the
submission of the proposal. No amount is owed by me/us to Doordarshan. No legal
Proceeding for recovery of outstanding dues initiated by Doordarshan against me/ us in
pending.

4. That in case, any amount is found due from me or from any banner/concern
having any linkage with me, I shall be liable to pay the said amount to Doordarshan
forthwith.

5. No order of blacklisting passed by the Central Government/ any State
Government/ any PSU is in operation against me/ us as on date.

6. I/We accept all the terms and conditions set out in the RFP dated
28.12.2016 issued by Doordarshan.

I further state that if any information furnished by me in this affidavit or otherwise is
found to be incorrect, Doordarshan shall have the right to forthwith terminate its
agreement with us.

(DEPONENT)

Verified at on this..... day of that the contents given above in the
affidavit are true and correct to the best of my knowledge.

(DEPONENT)

TO BE PREPARED ON RS. 100/- STAMP PAPER
INDEMNITY BOND

I (Name), S/o Sh..... (Name) resident of
hereby declare on behalf of M/s that: -

(a) I state that Prasar Bharati (Doordarshan) holds the complete rights in respect of the production and/or telecast of the programme **titled “**”

(b) I state that the said assigned programme or any part thereof will not **infringe** the copy rights and/or performing rights held by any other party including limitation trademark, contract, privacy and publicity rights.

(c) I state that I agree to keep Prasar Bharati (Doordarshan) its employees, officers, successors and assignees indemnified at all times against any litigation in respect of the said assigned programme based on a claim that any part of the film or material used therein constitutes an infringement of copyrights or any of the rights mentioned above either in India or abroad. Wherever Prasar Bharati (Doordarshan) is made a party defending such litigation and obligation, shall reimburse or make good all sums of money that Prasar Bharati (Doordarshan) may be ordered to pay by court of law or otherwise to any third party including all charges and expenses relating thereto paid or incurred by Prasar Bharati (Doordarshan).

(d) I state that the said programme has solely been produced for Prasar Bharati (Doordarshan) as per the Agreement entered into, and the same has never been telecast on any channel, forum or media thereof.

(e) I state that I will be fully responsible for any controversy/ claim regarding the telecast of the said programme and **indemnify** Prasar Bharati (Doordarshan) against all litigation that may arise on account of any libel, slander, obscenity, indecency, infringement of copyright of patent etc., from the telecast of the said programme by Prasar Bharati (Doordarshan) .

(f) I state that Prasar Bharati (Doordarshan) will not in any way be responsible or liable for any risks in connection with the production of the programme and/or any damage, destruction of property or injury to/death of contractual and non-contractual persons employed by me or members of public in the course of production of the said programme. I agree to **indemnify** Prasar Bharati (Doordarshan) against any claims, proceedings in connection with the production of the programme.

Place:

Date:

Indemnifier

Witnesses:

1.

2.