

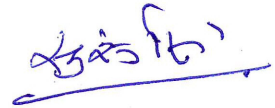
**Prasar Bharati
Content Sourcing Division**

File No: 01/01/2023/PVI/content Sourcing

Dated 04.01.2023

Subject: Circulation of Draft Content Procurement Policy of Prasar Bharati

Please find attached draft of Content procurement Policy of Prasar Bharati. The stakeholders may please provide their comments on the policy within 3 days on email ddprgflms@gmail.com.



**Surender Singh
(Deputy Director General)**

Prasar Bharati

Content Procurement Policy for Doordarshan

Procurement of Content

- (i) This procurement policy defines the processes, guidelines and framework required to be followed for the procurement of the content through various models. All the processes, guidelines and framework defined in this policy must be adhered to by all the Content Procurement Divisions in the purview of Prasar Bharati.
- (ii) The content shall be procured from the genuine rights holders only and should be in line with the Programme and Advertising Code of Prasar Bharati as notified from time to time.
- (iii) There will be Central Procurement Division in Prasar Bharati for procurement of content for all the national channels of Doordarshan and also for AIR. The procurement of content for all the regional channels will normally be done through the Content Procurement Division at Zonal level.

2. Procurement models

2.1 Prasar Bharati acquires the content under following models

- (i) License fee/Royalty
- (ii) Revenue share
- (iii) Outside Sponsored programme
- (iv) Commissioning (Full funding by PB or Public Private Partnership)

(v) Gratis

2.2 Payment of License Fee/Royalty – Prasar Bharati acquires ready-made audio visual content (off the shelf content) including films and songs from genuine rights owners for certain period of time or for perpetuity for its various analogue & digital channels and platforms by payment of license fee/royalty. The rights over the content cease to exist after expiry of the agreement.

2.3 Revenue Share: The rights holder can take advantage of big DD platforms and its reach and earn revenue by monetizing the FCT in agreed proportion. Also Producer can monetize its content on other platforms after three months of its telecast of each episode on DD platforms as per the provisions made in this policy.

2.4 Outside Sponsored Programme: Doordarshan has been sourcing a good share of entertainment programmes made independently by the outside producers under outside sponsored programme model. The rights holders of such programmes, which are selected and scheduled for telecast, pay a specified fee to Doordarshan and in lieu thereof are entitled to a specified free commercial time. This free commercial time (FCT) can be used for revenue generation at rates they determine for promotion of either goods or services or brand image of any organization in accordance with Doordarshan Advertising Code and guidelines.

2.5 Commissioning: Prasar Bharati commissions (production of new programmes) programmes from outside producers from time to time in accordance with channel requirements of Doordarshan, to complement and

supplement its in-house production efforts and to bring variety in its programmes. Prasar Bharati may commission new programmes by providing full budgetary support to the producers or shared funding with producers i.e. Public Private Partnership Model (PPP). In the PPP Model, the cost borne by Prasar Bharati shall not exceed by 50% of the total production cost of the content.

2.6 Gratis: Prasar Bharati may accept content from rights holders on gratis. Rights holders will not pay any platform/telecast fee to Prasar Bharati in such cases. Prasar Bharati shall have unfettered rights to monetize the content without any share of generated revenue to rights holders.

2.7 Prasar Bharati shall launch online portal for submission of suo-moto programmes under revenue share model (RSM) and outside sponsored programme model. Programmes proposals received on the requisitioned theme under RSM and Outside Sponsored programme model in these portals will be given higher priority while making the procurement.

3. Criterion for acquisition of content

(i)

Type of content	Criterion
Ready-made audio visual content other than films and songs	<ul style="list-style-type: none"> • Rights to be licensed to Prasar Bharati must be subsisting with rights holders during the entire term with for which such rights are to be licensed and should be free from any dispute and encumbrances. • The content must not have been aired, either fully or

	<p>partly, from any Free-to-Air (FTA) distribution platform (like "DD Free Dish") in the territory of India through terrestrial, cable or Direct-to-Home mode during previous three calendar years. However this will not apply to the content already available on OTT platforms.</p> <ul style="list-style-type: none"> • The content shall be one that had enjoyed high popularity during its earlier broadcasts as evidenced by viewership data measurement metric as in vogue in the television industry during the relevant period, achievements in terms of awards and certificates, critical reviews published in reputed newspapers, magazines and websites. In particular, the benchmarking for the content aired from October, 2015 onward will be based on Gross Impressions in Lakhs (GILs) from BARC software in the specified TG (Target Group). For International content and Digital content produced for OTT Platforms that have never been aired on linear television in India, equivalent analytics/viewership data may be provided apart from publicly available data that establishes the popularity, credibility and performance of the content.
<p>Revenue Share Model (RSM)</p>	<ul style="list-style-type: none"> • The content acquired under RSM shall be a new content which is yet to be produced/ commissioned on any channel or ready-made that had enjoyed high popularity during its earlier broadcasts. The criterion for acquisition of ready- made content shall be the same as specified

	<p>above.</p> <ul style="list-style-type: none"> • Feature Films can also be procured under this model
Outside Sponsored programme	<ul style="list-style-type: none"> • The content acquired under this model shall be a new content which is yet to be produced/ commissioned on any channel or Ready-made that had enjoyed high popularity during its earlier broadcasts. The criterion for acquisition of ready-made content under this model shall be the same as specified above. • Feature Films and Live events can also be telecast under outside sponsored programme model.
Commissioning	<ul style="list-style-type: none"> • New programmes on themes identified by PB according to the requirement of the channels will be commissioned either by providing full funding or shared funding i.e. PPP mode. • Any content which has already been produced shall not be commissioned under PB budgetary supports even if it has yet not been premiered on any platform.
Films	<ul style="list-style-type: none"> • The films with "U" or "V/U" or "UA" certificates from CBFC will be procured. "A" certified films are not eligible for consideration. "UA" certified films will be telecast with cautionary endorsement.

(ii) The content shall be as per the technical specifications prescribed by Prasar Bharati from time to time

4. Nature of rights

Content other than Films and Songs	
<p>Acquisition of Ready-made audio visual content on payment of royalty/license fee</p>	<ul style="list-style-type: none"> • Broadcast Rights should normally be exclusive during the period of acquisition with simulcast transmission on digital platforms. In the specific cases, the content may be acquired on non-exclusive basis subject to that content shall not be telecast on any free to air channel on any platform during the rights period. • However whenever, a content is acquired for perpetuity, PB shall have global exclusive rights of all kinds.
<p>Commissioning/PPP model</p>	<ul style="list-style-type: none"> • Prasar Bharati will have perpetual rights of all kinds if the programme is commissioned under full budgetary supports. • In PPP Model with 50:50 share, PB shall have exclusive rights of all kinds for Indian Territory. For the lesser funding by Prasar Bharati, rights will be negotiated with producers subject to exclusive perpetual broadcast rights in favour of PB.
<p>Revenue Share</p>	<ul style="list-style-type: none"> • The first telecast and one repeat telecast within 7 days of the first telecast will normally be considered under RSM. Other repeat telecasts shall be as per the mutual agreement between Prasar Bharati and Rights Holder.

	<ul style="list-style-type: none"> • Programmes shall be simultaneously linear telecast on digital platforms associated with the channels. • The episodes of programme acquired under revenue share can be on mount on any platform only after 90 days of their first broadcast on DD Channel.
Outside Sponsored Programme model	<ul style="list-style-type: none"> • The content will be telecast in the slot for which telecast fee is paid
Acquisition of Films	
Films on royalty/license fee	<ul style="list-style-type: none"> • The films will normally be acquired with non-exclusive broadcast rights for multiple telecast/single telecast on multiple/single DD channel on payment of license fee/royalty. If a satellite DD Channel is also available on associated terrestrial network and digital platform, the film shall be simultaneously telecast on terrestrial network and digital platform also. However, VoD shall not be created on any channel. • Prasar Bharati while inviting applications from the rights holders, will specify the number of telecast, number of channels and duration of acquisition.
Films on Revenue share basis	<ul style="list-style-type: none"> • The films will be telecast in the offered slot only. Repeat telecast of the film can be made only after 6 months of its first telecast.
Acquisition of Songs	
Songs on payment of license fee/royalty	As per the rate card of Prasar Bharati.

- (ii) Simultaneous broadcast through any combination of terrestrial, cable, Direct-to-Home, webcasting, web streaming or any other technological means shall be treated as single broadcast.
- (iii) Repeat broadcast during 24-hour transmission cycle shall not be treated as separate (repeat) broadcast.
- (iv) Feature Films will not have repeat broadcast during 24 hours transmission cycle.

5. Number of Episodes for acquisition under RSM, Outside Sponsored programme and commissioning model

- i. The number of episodes shall not normally exceed 52 episodes of weekly serials, 104 for both the weekend day serials and 260 episodes of five days a week of daily soaps. In other words, proposals shall be accepted only for 52 weeks. Extension beyond 52 weeks would be considered only in exceptional circumstances guided solely by the quality and popularity of the serial.
- ii. For extension, the Producer shall have to apply to Doordarshan eight weeks in advance. The request would be considered by the competent authority (CEO,PB for national channels and DG,DD for regional channels) keeping in view the popularity of the serial as reflected by its TRP Ratings, payment regularity by the producer and the status of proposal next in line.

6. Eligibility Criterion for the rights owners

- i. The rights owner may be an individual, proprietary firm or any legal entity including partnership firm, limited liability partnership or company.
- ii. The rights owner should possess legally valid, undisputed and

unencumbered rights in the content being offered for licensing to Prasar Bharati and is not under any legal disability in relation to entering into agreement with Prasar Bharati for grant of license on the terms and conditions agreed between the parties.

- iii. The rights owner should not owe any dues to Prasar Bharati in respect of its past business transactions. In case of any partnership firm or company, none of its partners, promoters, or directors, as the case may be, should either be a defaulter in his individual capacity or have had any past association with any defaulting partnership firm or company, as partner, promoter, or director, as applicable. A rights holder, who has any outstanding dues to Prasar Bharati, shall mandatorily disclose this aspect in his offer. Prasar Bharati may acquire the content from such rights owners with such terms and conditions as approved by an Empowered Committee defined in sub-clause (a) of Clause 20 of these guidelines.
- iv. The rights owner should not be under any subsisting debarment from doing business with Prasar Bharati, or any Ministry or Department of the Central or any State Government, or any statutory autonomous body, or any public sector undertaking, on account of any corrupt, unethical, or coercive business practice. Rights holder who are charge sheeted in any criminal case are also not eligible to apply.
- v. A consortium in any form will not be eligible until and unless it is specifically permitted by PB for a particular project
- vi. Serving employees of Prasar Bharati and their dependents will not be eligible to submit any offer for acquisition.
- vii. The rights owners will be required to give an undertaking as per Annexure-I that they meet the above eligibility criterion.

7. Content (other than films and songs) Duration & Packaging

- i. Under commissioning model, content will normally be acquired for broadcast for half hour or one hour slot. Prasar Bharati will generally not accept the episodes of lesser than 23 minutes for half an hour slot, and lesser than 46 minutes for one hour slot. However, The average duration of 25% of total number of episodes shall not be less than 24 minutes for half an hour slot programmes and 48 minutes for one hour slot programmes. If the average duration so calculated is less than 24 minutes, amount equal to pro-rata rate will be deducted from the payment to be made to the producer/rights holder for the programmes commissioned under Prasar Bharati Budgetary Support.
- ii. For new programmes acquired under revenue share and sponsorship, the episodic duration should normally not be less than 23 minutes for half hour slot and 46 minutes for one hour slot.
- iii. However for already produced episodes (off the shelf content), the episodes will be accepted provided their duration is not less than 20 minutes for half an hour slot and less than 40 minutes for one hour slot. However, if the average duration over all the episodes is less than 24 minutes, pro-rata deduction will be made on the basis of the total contracted payable amount with reference to 24 minutes episodic duration.
- iv. The above duration of the content does not include blanks inserted for breaks
- v. There will be normally two breaks for half an hour programme and four breaks for one hour programme. A five second bumper may precede each

break after which there should be a minimum of 20 second blank before beginning of each 5 second bumper which is required as a lead in to the next segment.

- vi. Recapitulation or summary of previous episodes in the programme proper and Pre-cap shall be normally of 20 second in a 30 minute programme and 30 seconds in a 60 minutes programme. Pre-cap and Re-cap duration will be the part of episode duration.
- vii. Beginning title and signature tune shall not be normally more than 60 seconds. Only programme title, episode title (if any) and cast credits shall be included at the beginning. The name of production house will appear after the end credits.
- viii. End Credit should not be more than 30 seconds for a half an hour slot programmes and 45 minutes for one hour slot programme.
- ix. For the content acquired for lesser than 30 minutes slot such as kid and news content , content duration and packaging shall be decided in line with the prevalent industry practice with approval of DG,DD/Zonal Head (Programme)

8. Procurement process.

The procurement process shall have the following stage

- (i) Assessment of programme requirement and placement of procurement requisition with concerned Content Procurement Division.

- (ii) Budgeting model per episode for acquisition (Fixed Budget/Assessed Budget)
- (iii) Call for proposals (Open call/Direct Assignment)
- (iv) Scrutiny of proposals
- (v) Evaluation of proposals
- (vi) Cost Evaluation per episode for acquisition.
- (vii) Recommendation/Selection and approval
- (viii) Vendor on boarding
- (ix) Agreement.

8.1 Assessment of requirement and requisition

- (i) Each channel shall work out its requirement of content in first two months of each Calender year and submit a procurement requisition to the concerned procurement division in a standard format after due approval of competent authority (CEO, PB) for national channels and DG, DD for regional channels). The procurement requisition format shall include language and genre of the content, theme/subject, duration of slot of the programmes, off the shelf content/new programme, nature of rights (Number of Broadcasts/number of channels), delivery timelines, cost estimates and **revenue potential etc.** The requisition duly approved by the competent authority shall be sent to the concerned Procurement Division for procurement of content.
- (ii) Besides, Prasar Bharati may decide to commission new programmes on topics of national significance/occasion specific themes or procure popular content from time to time under Direct Assignment Process (DAP). Content Procurement Divisions shall initiate procurement of such content on the basis of approval of CEO, PB.

8.2 Budgeting model per episode for acquisition

Prasar Bharati may acquire programme either on fixed budget per episode basis or assessed budget per episode basis. In the fixed budget mode, the applicant would be expected to submit a proposal to produce the programme **within** the episode price specified by Prasar Bharati whereas in the assessed budget modes, the episode price would be determined the Finance committee after evaluation of each proposal. The public announcement would clearly mention the budgeting model.

8.3 Call for proposals

Acquisition of content shall be through either of the following two modes:

- (i) Open call for offers
- (ii) Direct acquisition of the content

8.3.1 Open Call for proposals

Acquisition Model	Submission of programme proposal
Ready-made content other than films and songs	Prasar Bharati will call for offers (Requests for proposals) from eligible rights owners through notification on its website and/or e-procurement portal /Central Public Procurement Portal (CPPP) detailing numbers of programmes to be acquired,

	<p>genre, slot duration, language, technical specifications, nature of rights to be acquired, number of broadcasts, channels, and other information as considered relevant.</p>
<p>Revenue Share Model (RSM)</p>	<p>Prasar Bharati will launch an online portal for submission of suo-moto programme proposals under RSM. The programme proposal in general shall contain subject, title, language, theme, category (Fiction/Documentary/Realty shows), detailed storyline, details of cast and crew, episodic duration etc., in the specified format. The portal shall remain public throughout the year.</p>
<p>Outside Sponsored programme Model</p>	<p>Same as for RSM</p>
<p>Commissioning of Programme</p>	<p>Request for proposal (RFP) for programme on identified themes will be published on its website and/or e-procurement portal/Central Public Procurement Portal (CPPP) and if required, also by advertising in newspapers. The RFP, inter-alia, will give details of the programme categories, genre, theme, and number of episodes of programme and the medium for submission of proposals etc.</p>
	<p>RFP for films will be published on its website and/or e-procurement model/Central Public</p>

Films on payment of royalty/license fee	Procurement Portal (CPPP) and if required, also by advertising in newspapers. The NIA shall include the details like number of films required vintage year wise, number of telecast on different channels, period of acquisition etc.
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(ii) List of the documents which are required to be submitted by the rights owner along their programme proposals is placed at Annexure-II.

(iii) Except in case of the procurement of programme on fixed license fee/production charges, technical and financial proposals will have to be submitted by the offerers in two separate envelopes.

8.3.2 Acquisition through Direct Assignment Process (DAP)

8.3.2.1 To effectively serve its mandate of Public Broadcasting and to bring high value, high impact content on its platforms, Prasar Bharati, in conformity with sub-section 3 of section 12 of the Prasar Bharati Act, with special reference to clauses (c) and (e) of this sub section may, in addition to other modes of content acquisition

- i. Acquire high quality ready-made content directly from rights owners on perpetual or short term basis.
- ii. Commission reputed Producers / Production houses, creative directors, with proven track record in specific genres, to produce programming of Strategic, National, Iconic significance and other occasion specific theme.

8.3.2.2 The details of process of acquisition of acquisition under DAP

(i) Acquisition of Ready-made (off the shelf) content

- a) Prasar Bharati may identify at its own initiative, appropriate high-quality readymade content that has been broadcast earlier on some other television channel or any over-the-top (OTT) platform. While identifying such content, viewership measurement data in currency in the industry during the relevant period, awards won, certificates received, programme reviews in reputed newspapers, magazines or websites, or any other credible source may be used as guiding factors.
- b) Prasar Bharati, on its initiative, may get in touch with the concerned rights owners and in case of such rights owners being interested, ask them to submit on-line formal offer in the prescribed format along with necessary documents at the designated e-mail address/web portal. The rights owners shall not be required to pay any processing fee.

(ii) Commissioning of programmes through DAP

- a. From time to time the Prasar Bharati shall identify topics / subjects /themes of / national significance/occasion specific themes for direct assignment. Prasar Bharati shall, with due diligence, also identify reputed production houses, creative directors, producers who could be considered for direct assignment.
- b. Wherever commissioning of the programme requires expenditure sanction of the Prasar Bharati Board, Such shortlists shall be informed to the relevant Board Committee prior to initiating the DAP process.

- c. RFI (Request for Information) will be sent by emails to the identified production houses on the broad topics/subjects/themes of iconic/strategic/ national significance for direct assignment
- d. Inputs will be gathered from the identified production houses as well other sources like outside experts on the topic of interest. Based on input the concept would be finalised for the theme/ topics etc.
- e. After the finalization of concept notes, Prasar Bharati will call for offers (Requests for proposals) from eligible rights owners through notification on its website and/or e-procurement portal /Central Public Procurement Portal (CPPP) detailing numbers of programmes to be acquired, genre, slot duration, language, technical specifications, nature of rights to be acquired, number of broadcasts, channels, and other information as considered relevant.
- f. Prasar Bharati, in conformity with sub-section 3 of section 12 of the Prasar Bharati Act, with special reference to clauses (c) and (e) of this sub section may also call the shortlisted production houses directly to present their programmes proposals before an Empowered Committee for final selection of the proposal in those cases where programme concept is too complex to put in the Request for Proposal (RFP) and inputs are required to be given to production houses during the presentation to customize the programme concept or there is urgency to commission a project to meet the demand of specific occasion.
- g. Prasar Bharati may launch an online portal for submission of suo-moto programme proposals from reputed producers on topics / subjects /themes of national significance/**wholesome entertainment** to ensure supply of good quality programmes of varied genre for its channels. Submission of suo-moto proposals will infuse varied creative inputs in the programmes for

different channels. Proposal will be evaluated normally on quarterly basis.

8.3.3 Processing fee for different procurement models will be as under

Ready-made audio visual content other than films and Songs on payment of royalty/license fee	A non-refundable Processing Fee of Rs 25000/- plus applicable GST will also be payable for each proposal (one programme). It is reiterated that processing fee will not be refunded if the submitted programme proposal is not accepted
Commissioning of programmes under Open call for proposals	A non-refundable Processing Fee of Rs 25000/- plus applicable GST will also be payable for each proposal
Procurement of content under Revenue Share model, Outside Sponsored programme model, commissioning under DAP, procurement of films	NIL

Earnest Money Deposit (EMD will be taken as per prevailing extant Government rules

8.5 Scrutiny of the proposals

- i. The offers submitted online will be initially examined by the concerned Procurement Division in terms of the following criteria:

- a. fulfilment of the eligibility criteria;
 - b. providing desired information fully and clearly;
 - c. submission of scanned copies of desired documents; and
 - d. Payment of applicable fee.
- ii. If any offer meets the eligibility criteria and Application and processing fee, wherever applicable, have also been duly paid then such offers may not be out-rightly rejected on some minor deficiencies in terms of information provided or documents submitted. In such cases, rights owners shall be informed of such deficiencies through e-mail and asked to remove them within ten days.
- iii. The Procurement Division may constitute a Scrutiny Committee for scrutiny of proposals with approval of DG,DD for national channels and Zonal Head (Content Operation) for regional channels.

8.6 Evaluation of Content

8.6.1 Committee for evaluation of the content shall be as under:

Model of procurement	Committee
Procurement of ready-made audio visual content on payment of	Content Evaluation Committee shall be constituted by DG, DD with approval of CEO, PB. There shall be at least one external expert

license fee (includes films and songs)	in the Committee. Report of the Content Evaluation Committee will be placed before (i) a Selection Committee comprising of CEO,PB and concerned DG for final selection for the content for national channels.
Acquisition of programmes under revenue share and outside sponsored programme model	Content Evaluation Committee shall be constituted by DG, DD with approval of CEO, PB. The approving authority for acquisition of revenue share programme shall be CEO, PB.
Procurement of films on payment of royalty/license fee	Content Evaluation Committee shall be constituted by DG, DD with approval of CEO, PB. The approving authority for acquisition of revenue share programme shall be CEO, PB.
Commissioning of New programmes under full or shared funding by Prasar Bharati through open call of offers	Content Evaluation Committee constituted by DG, DD. The Committee shall have at least two external experts as members. Report of the Content Evaluation Committee will be placed before the Selection Committee comprising of CEO,PB and concerned DG for final selection for the content being procured
Commissioning of programmes under DAP	Projects/assignments for Direct Assignment shall be evaluated by a Selection Committee

	<p>chaired by the CEO Prasar Bharati and concerned DGs and at least two external experts who would be media/subject specialists nominated by CEO, PB.</p>
<p>Commissioning of Suo-moto proposals received in the DAP Portal</p>	<p>The suo-moto proposals received in the DAP Portal will be first scrutinized by a Committee comprising of ADG (P)/Zonal Head (Programme), Officer in-charge of the content operation for the channel, Head of programme of the channel and officer from the Sales Divisions.</p> <p>All the proposals with the comments of the above Committee will be placed before the Selection Committee chaired by CEO, PB and concerned DG as Standing Member and at least two external experts. The quorum of the meeting shall be the presence of CEO, PB, DG, DD and one external expert. The proposal shortlisted by the Selection Committee will be referred to Finance Committee for cost evaluation and negotiation with the producer. After the cost evaluation, the proposal will be placed before a committee chaired by CEO,PB with Member (Fin) and DG,DD as member</p>

8.6.2 Criterion for Evaluation

- i. The ready-made audio visual will be evaluated as per the following score matrix

Criteria	Maximum Marks
Theme/Storyline	15
Production Quality	20
Commercial Potential	20
Viewership Data	30
Vintage	15

- ii. New programme submitted under revenue share and outside sponsored programme model will be examined as per the following score matrix

Criteria	Maximum Marks
Past work of production house across the channels and genres	20
Themes/Storyline	30
Cast/Crew	25
Commercial potential	25

- iii. The proposals received for commissioning of programmes through open call for proposals will be first shortlisted in accordance with the following scoring matrix.

Criteria	Maximum Marks
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Past work of production house across the channels and genres	20
Themes/Storyline	25
Cast/Crew	20
Script of first 13 episodes for fictions/concept for programmes of other genre	15
Commercial potential	20

The programme proposals above the score of 75 will be shortlisted. The shortlisted producers will be asked submit a pilot episode for evaluation. The submitted pilot will be evaluated on the scale of 100 marks. The final score for the shortlisted proposals will be derived by addition of total of the two scores i.e. scores from the shortlisting matrix and pilot episode. Number of the proposals finally selected for commissioning shall depend up on the requirement of the channel.

- iv. Suo-moto proposals received in the DAP portal shall be first shortlisted by the Evaluation Committee based on the concept proposed by the production house. Out of these shortlisted proposals, final selection will be made by the Selection Committee as defined in clause 6.1 with selection criterion as defined in the para (iii) of this clause.
- v. Scoring matrix for the programme on the specific themes identified for commissioning by Prasar Bharati under DAP shall be determined based up on the identified theme and scoring matrix will be specified in the RFP/communication sent to the shortlisted production houses.

vi. All the films shall be evaluated as per the following marking criterion for shortlisting for each specified vintage period.

Criteria	Maximum Marks
Theme/ Storyline	20
Cast and Director	20
Music and Songs	20
Subtitling in required language	5
Box Office Perception and marketability	20
Number of telecasts in past on DD	15 (15 marks for the films not telecast in last 10 years, 10 marks for the films which have one telecast in last 10 years. Otherwise 5 marks)

8.7 Costing of Proposals

(i) The Finance Committee, constituted by DG, DD will examine all the shortlisted content proposals evaluated under assessed budget mode in line with prevalent industry norms and rates. The Finance Committee shall also discuss costs for clarification/ negotiation with the Producer/applicant

as required. The report of the Finance Committee shall be placed before the Selection Committee for selection of programme for acquisition.

(ii) The Finance Committee shall also determine fixed budget per episode for procurement of content under license fee and commissioning model.

8.8 Criterion Selection and approval of programmes.

Any programme proposal scoring less than 75 score on the basis of criterion of evaluation in Para 8.6.2 shall not be selected. The selection for acquisition of programmes under different models shall be as per the following criterion

Acquisition model	Procurement Criterion	Remark
License Fee	Quality and Cost Based Selection (QCBS).	Ratio of programme quality to Cost will be 80:20
Revenue Share* (Other than films)	Fixed Revenue share. Selection shall be based on Quality of the programme	<ul style="list-style-type: none"> • The revenue share for new programme to be commissioned under RSM shall be Rights (Holder, PB%) for all the channels of DD. • For already made audio visual content, revenue share shall be (PB Rights holder -.....) for DD National and:..... for all other channels.

		<ul style="list-style-type: none"> • Revenue share for telecast of Hindi Feature Films on DD National shall be and for telecast of films on regional channel, revenue share shall be • Terms and Conditions for revenue share programmes are given in Annexure-III.
Outside Sponsored programme	Fixed slot fee. Selection shall be based on Quality of the programme	<ul style="list-style-type: none"> • The rights holder shall pay fixed slot fee as notified by PB. Rights holder will be allotted FCT as per PB notification. • Terms and conditions for outside sponsored programme model are given in Annexure-IV
Commissioning of programmes in those cases where RFP is published on web portal	Quality and Based Cost Selection (QCBS)	Ratio of programme quality to Cost will be 80:20
Feature Films	QCBS	Ratio of Film Quality to Cost shall be 50:50.

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9. Sports Content Acquisition

- (i) Major contribution of the sports content at present comes from the sporting events of national importance. PB has only one time telecast rights over these content. After the transmission of the content, it cannot be repeated. PB generally cannot telecast even the highlights of the events or use footage. Therefore PB will endeavour to acquire the rights of the sports events such as Cricket, Hockey, Kabaddi etc. to retain the perpetual rights over the content. Sports rights are usually owned by the organizers and rights are usually sold by them through the process of bidding and/or negotiation exclusively. Prasar Bharati may participate in such bidding or may approach the organizers for acquiring the rights of sporting events through negotiation.
- (ii) There shall be Sports Rights Negotiation Committee (SRNC) to recommend the range of rights fee and negotiate with the rights holders for acquisition of rights after approval of Empowered Committee on Sports Rights (ECSR) of PB Board. SRNC shall be constituted with approval of CEO, Prasar Bharati with officers from Sports Division, Finance Division, and Sales Division. The officer in charge of the Sports Division shall be chairperson of the committee.
- (iii) For acquiring the sports content other than live sporting events under different procurement models like revenue share, outside sponsored programme or commissioning, the guidelines defined in this policy shall be applicable.

10. Funding and Copyrights of Commissioned programmes

The Prasar Bharati shall be authorised to consider complete funding of the Project with complete ownership of copyright, shared funding with sharing of copyright/limited copyright, or other models of funding in the best interests of Prasar Bharati.

11. Commissioning of programmes through Shared Funding (PPP)

- 11.1 For 50:50 funding by Prasar Bharati and rights holders, Prasar Bharati shall retain the exclusive broadcast rights and non-exclusive digital rights over the content for Indian Territory. Prasar Bharati shall have unfettered rights to monetize the content over its analogue and digital transmission platforms.
- 11.2 The producer shall retain the global rights over the content excluding those specified in the Para 12.1 of this clause.
- 11.3 Prasar Bharati and Producer will open a joint escrow account. Both the parties will deposit half the contracted amount in the escrow account.
- 11.4 Prasar Bharati will assign an Executive Producer along with production house for monitoring the production process.
- 11.5 All payments to the cast and crew and for logistic shall be made directly to all concerned in their Bank Account.
- 11.6 The cash payment up to Rs..... can be made and such payment shall be verified by both the producer and Executive Producer, nominated by Prasar Bharati.
- 11.7 The expenditure shall be quarterly audited by a qualified chartered account. Expenditure for such audit shall be borne equally by both Prasar Bharati and production house.
- 11.8 PPP model in which Prasar Bharati share is less than 50% of the total cost of the project, rights will be negotiated with producers subject to

exclusive perpetual broadcast rights in favour of PB.

12. NATIONAL AWARD WINNING FILMS

To showcase the best of Indian Cinema Films on DD Network Doordarshan endeavors to procure such films for telecast. Only the films which fall in the following categories will be eligible for telecast;

- i. The films which have won Swarna Kamal National Award for Best Feature film of the year.
- ii. Swarna Kamal National Award conferred for Best Direction.
- iii. National Award Conferred for Best feature Film in Indian Language/Dialect (Including Hindi, Urdu and English).
- iv. Indira Gandhi National Award.
- v. Films which have been shown for India Panorama Section of International Film Festival of India (IFFI).

Procurement of National Award Winning Films shall be procured on the basis of fixed license fee or such terms and conditions as approved by CEO, PB.

13. General Terms and Conditions for acquisition of programmes

- i. Rights owners must provide correct information while submitting their offers. If it is found at any stage during consideration of the offer that the information provided was not correct, the offer shall be summarily rejected. In case such fact comes to the notice of Prasar Bharati subsequent to the execution of the agreement, Prasar Bharati may terminate such Agreement at its discretion and any amount already paid to the rights owner shall immediately become due. Rights available to

Prasar Bharati under this clause are without prejudice to other rights and remedies available to Prasar Bharati under the law. Any vendor who provides misleading information is liable to be blacklisted.

- ii. Offerers who are in the habit of lodging complaints on regular basis against selection process undertaken by Prasar Bharati and whose complaints have been found to be frivolous or mischievous on more than one occasion, will liable to be disqualified from being an applicant for a period of two years. In such cases, there will be a formal disqualification proceeding for the purpose in which a show cause notice will be issued to the concerned entity before taking such action.
- iii. An official/an outside member serving on various committees will be required to give an undertaking that neither he/she nor any of his /her blood relative is an applicant and that he/she is not in any way associated with the proposal under examination.
- iv. No Government servant or his dependent will be allowed to apply as a producer under these guideline.
- v. Any employee of a private TV channel operating in India is not permitted to producer any programme for Prasar Bharati. However this restriction will not apply to any production houses which are operating their channel.
- vi. Normally more than one proposal from the same production house/ producer will not be considered keeping in view principle of equity and natural justice.
- vii. The production house whose programme has been approved for commissioning shall insure the commissioned project and will provide the related document to Prasar Bharati.
- viii. All disputes shall be subject to the exclusive jurisdiction of the courts at Delhi.

14. Timelines

The timelines for completion of various stages of procurement process after receipt of proposals will be as under

(In days)

Procurement model	Scrutiny of proposals	Evaluation	Sanction	Signing of the agreement
Procurement based on QCBS	15	30	15	15
Procurement based on payment of fixed fee	15	15	15	15

The bidders will be provided time for submission of their proposals in designated portals as per norms.

15. Delivery and Preview of Content

- i. After the agreement between Prasar Bharati and the rights owner is entered into, rights owner shall submit all the episodes of the content, finished in all respects to Content Bank in Prasar Bharati.
- ii. For the new programmes, which are yet to be produced, date of telecast shall be at typically 120 days after signing of the agreement. Advance, if any, shall be provided to the producer within 15 days after signing the agreement. The producer shall provide a bank of 22 episodes at least one

month before the date of telecast of first episodes.

- iii. The subsequent episodes which are to be telecast within a particular week shall be delivered to the Prasar Bharati at least 10 days before the telecast of the first episode of that week. Prasar Bharati will preview the Content and provide its feedback within three working days after the receipt of content. The final telecast master after the corrections, if any, will be submitted by the production house 3 days before the telecast of the first episode of week.
- iv. For the ready-made content, all the episodes will be provided by the rights holders within 30 days of signing the agreement.
- v. Episodes of the content shall be submitted by the rights owner, in the storage media and/or its uploading on cloud, as per technical specifications stipulated in the agreement, at its own expense. No such expense shall be reimbursable by Prasar Bharati.
- vi. Officer in-charge of DD channel for which the content is procured shall constitute a preview team comprise of in-house officials as well as outside experts for previewing of episodes. The preview team shall comprise of two Programme officers, one Engineering Officers and two outside experts. The quorum of the Preview Committee shall be one programme officer, one Engineering Officer and one outside expert.
- vii. Officials or outside experts serving on any committee shall be required to give a declaration that neither they nor their family members or any of their blood relatives are in any way associated with any of the offers under consideration of such committee.
- viii. Preview team shall complete preview of the episodes of the content within

the timeline provided in the agreement and apprise the rights owner/production house for the changes, if required, to make it in conformity with the Programme and commercial codes & prescribed technical specifications, in writing. Rights owner/production house shall carry out such changes and resubmit the content after carrying out desired changes. Revised content shall be again previewed by preview team for ascertaining that all the changes as communicated to the rights owner have been carried out.

- ix. Preview Team shall submit its detailed preview report in this regard to the Officer-in-charge of the Channel.
- x. Officer-in-Charge of the Channel will provide his clear recommendation to the Content Sourcing Division on payment along with the copies of the preview reports.
- xi. The delivery schedule in this clause shall not be applicable to the programme related to news and current affairs.

16. The Programme Monitoring Committee

A programme monitoring committee shall monitor the quality of the programme production. The committee will include ADG (Programme), DG: DD/Zonal Head (Programme), Head of Programme of the Channel, officer in charge of Content Operation for the channel, Engineering Head of the Channel. Senior most member of the Preview Committee will be the Convener of the Committee. The Committee shall provide its input on fortnightly basis to DG,DD

17. Payments

(a) Ready-made audio visual content other than films

Within 30 days after acceptance of all the episodes by Prasar Bharati	
(b) Films	
Proportionate payment will be made after each quarter date of telecast of the first film.	
(c) Commissioned programme	
First tranche - 30 % of the contract value	After signing of the agreement and submission of BG of equivalent amount and Performance Security if any
Second Tranche- 20% of the contract value	After acceptance of 20% episodes by PB
Third Tranche- 20% of the of the contract value	After acceptance of 40% of the episodes by Prasar Bharati
Fourth Tranche- 20% of the contract amount	After acceptance of 80% of the episodes by Prasar Bharati
Final Tranche -10% of the contract	Within one month after acceptance of all the episode
Release of BG submitted against first tranche of payments	Within one month after acceptance of all the episode
Release of Performance BG	After 6 months of acceptance after acceptance of all the episodes

Alternative, Prasar Bharati shall release the payment for all the episodes found fit for telecast by it in terms of clauses of this contract in a particular month after 15 days subject to the complete satisfaction of the Prasar Bharati in all respects.

18. Liquidated Damages

Cause	Liquidated Damages
Delay in delivery of telecast master for preview	0.5% of episodic cost computed over the cost of delayed episodes per week or part thereof

19. Performance Security to be submitted by the rights holders before signing the agreement

Procurement Model	Amount of PBG
Commissioning of programmes	As per the norms
Revenue share	Total contract value for programme acquired under Revenue Share shall be the monetary value of the FCT available to Prasar Bharati in the revenue share programme in the first telecast of the episode. Repeat telecast of the episodes will not be taken in to account for

	this. PBG shall be taken as per norms
Ready-made audio visual content including films on payment of license fee	NA
Films on payment of license fee	As per norms.
Outside sponsored programme	Performance Bank Guarantee equivalent to the telecast fee for eight weeks as per DD's Commercial Rate Card. The Bank Guarantee will be valid up to a period of six months from the date of telecast of last episode on Doordarshan.

The rights holder shall submit the performance bank guarantee within 15 days after signing the contract

20. Vendor longboarding and agreement

After the approval of competent authority for acquisition of the programme, a letter of intent will be sent to the producer/rights owner along with the draft of the agreement. Draft agreement for various procurement models are enclosed from Annexure to . Any change in the agreement will be made with approval of CEO, PB for national channels and DG,DD for regional channels. If required, these changes will be vet by IFD and Legal Division before approval of CEO, Prasar Bharati.

21. TRP Linked Penalty/Incentives

Prasar Bharati may specify the penalty/incentives linked to TRP of the programme for the commissioned programmes selected through open call of offers or submission of suo-moto proposals. Such penalties/incentives will be notified by the Prasar Bharati before call of the proposals

22. Termination of Programme

PRASARBHARATI shall be at liberty to terminate this Agreement after telecast of episodes for three months or half the number of episodes whichever is lower without assigning any reasons thereof by giving one month notice to the PRODUCER irrespective of number of episodes produced or for which works is in progress. After such notice, Production House will complete the story in certain number of episodes as decided by PRASAR BHARATI after consultation with the PRODUCER. Payments will be made **as per sub-clause 4(i)** only for the **revised number of episodes** and no extra payment will be made to PRODUCER on account of pre-mature termination of the programme.

22.

23. Marketing of Content

Prasar Bharati will spend maximum upto 10% of the Net Project Cost excluding GST and other taxes on the marketing of contents as per the extant policy.

Exemption

- a) Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the Empowered Committee, comprising of CEO, PB as Chairman, Member (Finance) and DG, DD as

the Standing Member, and one member of Prasar Bharati Board to be nominated by the Chairman, accept any proposal under this scheme in relaxation of any of the provisions of these guidelines. The reasons for the same shall be recorded in writing.

- b) Decisions of the Empowered Committee shall be placed before Prasar Bharati Board for ratification.

UNDERTAKING

I/We..... S/o age....., R/o..... do hereby solemnly declare as follows:

1. That I, am the representative of the production house M/sand is authorized to sign this undertaking.
2. That the producer/production house does not continue to be blacklisted by any central or state government, any agency of the central or state government, any public sector undertaking or any autonomous body or regulatory authority, whether in India or abroad for any act considered to be criminal as per the extant laws, or for any financial default, or for any unfair, immoral or unethical trade practices.
3. That the production house is not debarred under Rule 151 of GFR 2017.
4. That the producer/production house is not a defaulter of Prasar Bharati, either as an advertising agency or as producer or in any other capacity. As on date, the producer does not owe any money to Prasar Bharati.
5. that is solemnly declared that in case any amount is found to be outstanding against the producer/production house, producer shall without prejudice to any other action as deemed appropriate by Prasar Bharati be liable to pay the said amount to Prasar Bharati.

Place:

Date:

Signature

Documentations required along with proposals for acquisition of programmes

- i. PAN NO
- ii. GST Registration Certificate
- iii. Registration Certificate in case of proprietary firms/ Partnership Deed along with registration certificate in respect of partnership firms/ Certificate of Incorporation in respect of companies
- iv. Authorization for signatory. Authorization shall be from all the partners for partnership firms and from Board of Directors for Companies.
- v. Undertaking for meeting eligibility criterion and providing correct information
- vi. Integrity Pact on plain paper where the cost of acquisition is Rs 2 Cr or above
- vii. IT Returns for last three years
- viii. Indemnification for each model of procurement.
- ix. Depending up on the type of content being acquired, following documents will also be required

For Ready-made audio visual content other than films	<ol style="list-style-type: none">i. Link agreement for the content wherever the rights owner is not the producer of the content. Otherwise an undertaking will be required from the rights owner that he is the producer of the offered content.ii. Cast and crew detailsiii. Synopsis of the episodes
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<p>New Programmes</p>	<ul style="list-style-type: none"> i. Balance sheets/audited accounts for last three years ii. Three probable for cast for lead characters and crew details iii. Concept Notes iv. Power point presentations showing concept treatments, sets, costumes etc. v. Script of 13 episodes wherever needed for evaluation of programme proposals vi. Other documents as specified
<p>Films</p>	<ul style="list-style-type: none"> i. Link agreement, if any ii. Notarized copy of CBFC Certificate. In case "V/U" or "UA" certificate has been obtained from the Central Board of Film Certification at a later stage, a copy of earlier certificates i.e. "U/A" or "A" issued by the Board must also be attached along with the proposal. iii. Award Certificates/credible proof of the Jubilee performance ,if any, duly notarized; iv. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatric release (Optional) v. Synopsis including storyline, star cast, and details of director, music director etc., list of hit songs and year of release;

All the photocopies submitted along with programme proposals will be self-attested by the producer

Annexure-III

Terms and Conditions for acquisition of programmes Revenue Share programmes other than films

- i. Programme shall be telecast twice one original run + one repeat. The repeat run of the programme shall be at the discretion of Prasar Bharati but shall be with 7 days of the first telecast. The revenue earned during both the telecast shall be shareable.
- ii. Subsequent repeat telecast of the programmes can be made by mutual consensus between Prasar Bharati and Rights Holder and revenue generated during such telecast shall be shareable.
- iii. Total shareable FCT will be 300 Seconds. One minutes of remaining FCT shall be utilized by PB for its programme / channel promotion.
- iv. Sharable revenue will be gross revenue minus GST minus Agency Commission. Agency Commission shall not exceed the limit 15%.
- v. Sales responsibility will preferably be with the production house. However in case, production house is not willing to take sales responsibility, PB Sales Division will sell the FCT inventory.
- vi. Only Corporate revenue shall be booked in the programme. corporate clients shall include all the clients other than the following:
 - a) Ministries of Central/State Govts., Departments of Central/State Govts, Bureau of Outreach and Communication (BOC).; and
 - b) Autonomous bodies (such as CIC, NHRC, NCW, Minorities Commission

- etc.) which are fully funded by Govt. and do not have any commercial operations to support their functions / operations
- vii. Prasar Bharati shall not provide any endorsement or letter of support to the the production house for seeking business from the clients. All the release order will be in the name of production house.
 - viii. A separate joint escrow account shall be opened for receipt of all the revenue from sale of FCT/on screen inventory.
 - ix. The revenue will be shared on quarterly basis.
 - x. The party taking sales responsibility will provide duly audited account to other party within 30 days after the telecast of last episode.
 - xi. FCT shall not be sold below the minimum rate limits to be specified as per general guidelines notified by Prasar Bharati.
 - xii. Any episode of the programme can be broadcast on any satellite channel on any other network only after 90 days of its broadcast on DD network.
 - xiii. The offered programme may be simultaneously streamed on PB digital platforms during its broadcast on DD Network. PB shall geo-block its digital platform during such streaming. Prasar Bharati shall not create any VoD
 - xiv. The Producer shall submit a performance security as envisaged in clause of the policy.

Annexure-IV

Terms and Conditions for acquisition of procurement of films under revenue share.

- i. The films which have been produced in earlier than last four Calender yeas (including the current Calender Year) will be telecast in non-prime

time band. However, the blockbuster movies, as decided by PB, can be telecast in prime time band also.

- ii. The films produced in last four Calendar years can be telecast in prime time band on Saturday and Sunday subject to the availability of slots.
- iii. Repeat telecast of the films can be made only after six months of its preceding telecast with prior approval of Prasar Bharati.
- iv. Total FCT available will be 240 seconds per half an hour slot during the telecast of the films.
- v. Prasar Bharati will be at liberty to mount public awareness messages from the Government in the remaining available FCT. Revenue earned through telecast of these messages will not be shareable.
- vi. For the first time, films slots will be allotted for a period of two years and subsequent al
- vii. Sharable revenue will be gross revenue minus GST minus Agency Commission. Agency Commission shall not exceed the limit 15%.
- viii. Sales responsibility will preferably be with the production house. However in case, production house is not willing to take sales responsibility, PB Sales Division will sell the FCT inventory.
- ix. Only Corporate revenue shall be booked in the programme. corporate clients shall include all the clients other than the following:
 - a) Ministries of Central/State Govts., Departments of Central/State Govts, Bureau of Outreach and Communication (BOC).; and
 - b) Autonomous bodies (such as CIC, NHRC, NCW, Minorities Commission etc.) which are fully funded by Govt. and do not have any commercial operations to support their functions / operations
- x. Prasar Bharati shall not provide any endorsement or letter of support to the production house for seeking business from the clients. All the release order will be in the name of production house.
- xi. A separate joint escrow account shall be opened for receipt of all the revenue from sale of FCT/on screen inventory.
- xii. The revenue will be shared on quarterly basis.

- xiii. The party taking sales responsibility will provide duly audited account to other party quarterly after the telecast of last episode.
- xiv. FCT shall not be sold below the minimum rate limits to be specified as per general guidelines notified by Prasar Bharati.
- xv. Any episode of the programme can be broadcast on any satellite channel on any other network only after 90 days of its broadcast on DD network.
- xvi. The offered programme may be simultaneously streamed on PB digital platforms during its broadcast on DD Network. PB shall geo-block its digital platform during such streaming. Prasar Bharati shall not create any VoD
- xvii. The Producer shall submit a performance security equal to 3% of the monetary value of FCT over three months at notified rate by Prasar Bharati.
- xviii. The rights holders can exercise the option of withdrawal after six months giving two months' notice to Prasar Bharati.

Annexure-IV

Terms and conditions for telecast of programmes under outside sponsored model

- i. The slot under "Outside Sponsored Programme Model" will be allotted to the Rights Holder only.
- ii. A programme may be sponsored either in the name of the company manufacturing a product and / or providing a service or in the name of the products manufactured by the sponsored company.
- iii. The Rights Holder shall be entitled to utilize, such period of time, to be known as 'Free Commercial Time (FCT) as may be specified, from time

to time, by Doordarshan in its Commercial Rate Card. The Rights Holder can utilize the FCT before or after or in between the programme. He shall, in addition be entitled to a credit line of 10 seconds each at the beginning and at the end of the programme. The credit line shall include only the name of the sponsor /product, as the case may be written and /or spoken. The sponsor shall, however, be allowed to use in the credit line his/her logo, lettering style, music/sound effects, etc. as described in Doordarshan Commercial Rate Card.

- iv. In case the Rights Holder does not come on air on any particular day, she/he will be liable to compensate Doordarshan for the losses thus incurred, by way of telecast fee of the slot failing which the recovery will be made out of performance Bank Guarantee executed by the Rights Holder.
- v. The Rights Holder is authorized to hold a competition or contest within the programme or a part/episode of the programme. The competition or contest must be related to the contents of the programme. Credit to distributors of prizes in cash or kind will be a part of FCT allowed to the Producer and will be permitted to a maximum duration of 10 seconds. Film Trailer and Album Trailer will not be allowed within the Commercial Time admissible to the Producer.
- vi. Any excessive use beyond the limits will be charged at commercial rates i.e. SBR as per Doordarshan Commercial Rate Card.
- vii. The programme proper shall not be permitted to be used overtly or covertly for advertising any product/service. The decision as to whether the programme involves overt or covert publicity of any product/service shall rest with the Director of Programmes of the concerned channel.
- viii. Programmes telecast on channels except on DD Sports and imported programmes may also be repeated without any commercial within 24 hours. This natural cycle will be treated as a single telecast. Prasar Bharati will have the rights to insert public awareness messages from the Government, channel promotion programmes in the repeat telecast.
- ix. TV programme imported by private individuals or organizations in accordance with such policy as may be laid by the Government for such imports, may be

offered to Doordarshan for telecast under the sponsorship scheme provided the import has been made strictly in accordance with the procedures prescribed by the Government of India and does not contravene FEMA regulations.

- x. Once a time slot is allotted to the rights holder and it has been agreed by the Rights Holder, plea for extension of time to commence the telecast of the serial i.e. to come on air can be considered only for a limited period not exceeding two weeks and the Rights Holder thereafter should compensate Doordarshan for revenue loss equivalent to 25 per cent of the telecast fee of the slot for the weeks/ days for which the Rights Holder fails to come on air, which will be for a maximum period of 4 weeks. The above amount of compensation will have to be paid in advance before commencement of telecast. Failure to compensate Prasar Bharati, or to come on air even after 4 weeks, would make the Rights Holder forfeit his allotment altogether and performance security will be forfeited.
- xi. The Rights Holder shall make the payments for the allotted slots in a particular month at least 7 days before the beginning of that month. Prasar Bharati shall provide the telecast certificates for the programmes telecast in a particular month after 15 days of end of that month.
- xii. Rights Holder can withdraw his programmes giving 8 week notice to Prasar Bharati, The producer has to complete the story of the serial before withdrawal of his programmes. Similarly, Prasar Bharati reserves the right to change the date and time of telecast of an approved TV Programme or withdraw the approval without assigning any reason by giving 8 week notice to the producer.
- xiii. Rights Holder in addition to his entitled FCT shall have the option to buy this time subject to availability, at such rate as may be prescribed in Doordarshan Commercial Rate Card for advertising products /service(s)

Annexure-IV

Agreement for acquisition of content on short term basis

(On Stamp Paper of Rs.100/-)

AGREEMENT

THIS **AGREEMENT** is made at New Delhi on this Day of2020 between **PRASAR BHARATI (Broadcasting Corporation of India)**, a body corporate established under the **Prasar Bharati (Broadcasting Corporation of India) Act, 1990**, having its main office at Prasar Bharati House, Copernicus Marg, New Delhi – 110 001, acting in its executive capacity through Additional Director General (Content Operations), hereinafter referred to as "Prasar Bharati" (which expression shall include its successors, administrators, representatives and permitted assigns)

AND

.....,(Please specify the legal status of the second party viz.,an individual doing business in the name of a sole proprietorship firm/ Partnership firm/Limited Liability Partnership/ a Company incorporated under the Companies Act, 1956/2013) and having its Registered Office at , hereinafter referred to as the "Content Provider" (which expression shall include its successors, administrators, representatives and permitted assigns).

Prasar Bharati and the Content Provider shall be collectively referred to as the Parties.

(This Agreement)

WHEREAS the Content Provider has made an offer to Prasar Bharati of its content in the genre of _____ titledcomprising of total **episodes** of **minutes** each (hereinafter referred to as 'the Content'), for broadcast through Prasar Bharati's analogue and digital transmission platforms (hereinafter called 'the Platforms').

AND WHEREAS Prasar Bharati has agreed to the offer of the Content Provider in accordance with the terms and conditions as stated hereinafter.

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

1. GRANT OF LICENSE

1.1 The Content Provider hereby grants to Prasar Bharti Exclusive/ Non Exclusive License to broadcast the content for broadcast through Prasar Bharati's Platforms With Streaming rights (linear transmission) (hereinafter referred to as the License). However, Licensor shall not sell rights to any Hindi GEC FTA channels available on any DTH, terrestrial or cable platform for telecast during the period of license to DD even if the non-exclusive rights are granted

1.2 The License shall come into force with effect from the date of broadcast of the first episode of the content or the date of signing of this Agreement, whichever is earlier, and be valid for(Indicate period of license) referred to as 'the License Period'.

- 1.3 During the License Period, Prasar Bharati shall have right to broadcast the content number of times on (give the details of number of telecasts and DD Channels on which such telecasts are to be made) / in an unfettered manner, through the Platforms, at sole discretion of Prasar Bharati.
- 1.4 Simultaneous linear broadcast of the content through various delivery platforms of Prasar Bharati using various technologies as also repeats of any broadcast within 24 hours as a part of natural transmission cycle or otherwise, shall be construed as only one broadcast.
- 1.5 Prasar Bharati shall have unfettered right to monetise the Content during its broadcast on the Platforms.
- 1.6 Depending upon broadcast technologies used by the Platforms, the Content, in addition to being available to audiences in India, may also become available to audiences in territories outside India and the Content provider shall have no objection to it.

2. LICENSE FEE

- 2.1 In consideration of the License granted under clause 1 of this Agreement, Prasar Bharati shall pay to the Content Provider, License Fee amounting to **Rs** (Rupees) per episode plus applicable GST (.....% at present) (hereinafter referred to as the License Fee) **amounting to Rs for 82 Episodes inclusive of GST**
- 2.2 Prasar Bharati shall release 100% amount of the License Fee within 30 days of the Content found suitable for broadcast on its preview or execution of the Agreement, whichever is later..
- 2.3 The Content Provider shall have no further claim against Prasar Bharati under the Agreement, whatsoever.

3. WARRANTIES AND INDEMNITIES

3.1 The Content Provider hereby warrants that-

- a) it is the exclusive owner of all the rights including subsisting copyright in the Content, and no other person, firm, company or any other entity has any interest or claim in such rights;
- b) the Content is not (nor is any part of it) in any way illegal or encumbered or is subject to charge, lien, mortgage, whatsoever, and is not an infringement of any subsisting copyright, performer's rights, or broadcast reproduction right;

3.2 The Content Provider undertakes to indemnify Prasar Bharati against any and all adverse claims, actions, proceedings and demands, whatsoever, for breach of any of the express warranties in clause 3.1.

4. OTHER TERMS AND CONDITIONS

- 4.1 The Content Provider shall provide the Content as per the format drive, storage media, and technical specifications prescribed by Prasar Bharati. Broadcast of the Content is subject to its being found suitable in all respects by Prasar Bharati at its sole discretion.
- 4.2 The Content Provider shall also not object to the use of video clippings or photographs from the Content on gratis basis for production of generic and episodic promos by Prasar Bharati for promotional purposes.
- 4.3 Prasar Bharati shall have unfettered right to monetise the Content during its broadcast on the Platforms.

5. FORCE MAJEURE

The Parties shall not be liable or deemed to be in default for any delay or failure in performance stated herein resulting directly or indirectly from causes due to acts of God and those beyond their reasonable control.

6. WAIVER AND ACQUIESCENCE

No failure by any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy, consequent upon a breach thereof shall constitute waiver or acquiescence of any such provision.

7. SEVERABILITY

If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same shall not have an impact on other terms or clauses in this Agreement.

8. ENTIRE AGREEMENT

The terms of this agreement can only be altered and/ or modified by a written agreement executed by the Parties.

9. TERMINATION

If at any stage it is discovered that the Content Provider had provided any incorrect or misleading information of material nature at the time of making the offer, or is in breach of any of the warranties given in clause 3.1 or any other material condition, Prasar Bharati shall be within its right to terminate the Agreement.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

10.1 The agreement shall be interpreted in terms of Indian laws and only the courts at Delhi shall have jurisdiction in respect of all matters and disputes arising out of or relating to this Agreement .

10.2 In the event of any dispute or difference arising between the Parties, such dispute or difference shall be resolved by mutual consultations. If such resolution is not possible, then the same shall be referred to the CEO, Prasar Bharati, who will nominate an arbitrator. The

arbitration proceedings shall be conducted at New Delhi in accordance with the provisions of Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding upon the Parties.

11. NOTICES

All notices under this Agreement shall be given by any party in writing to the other party at other party’s address as specified or as communicated in writing to the either party from time to time. Notice shall be deemed to have been given when personally delivered or sent by speed post or email. The initial addresses and emails of the Parties are as follows:

Address:.....

Address:.....

.....

.....

E-mail:.....

E-

mail:.....

IN WITNESS WHEREOF the Parties have put their hands on the day and year first herein above written

1 For and on behalf of

For and on behalf of

2 PRASAR BHARTI
PROVIDER

THE CONTENT

Witnesses:

1.

2.

Annexure-V

(Agreement for perpetual acquisition of the content)

AGREEMENT

THIS **AGREEMENT** is made at New Delhi on thisDay of(Month) , 20... between **PRASAR BHARATI (Broadcasting Corporation of India)**, a body corporate established under the **Prasar Bharati (Broadcasting Corporation of India) Act, 1990**, having its main office at Prasar Bharati House, Copernicus Marg, New Delhi – 110 001, acting in its executive capacity through Additional Director General (Content Operations), hereinafter referred to as "Prasar Bharati" (which expression

shall include its successors, administrators, representatives and permitted assigns)

AND

M/s(please provide the legal status of second party i.e. an sole proprietorship firm owned by/partnership firm/ Limited Liability Partnership/ a company incorporated under the Companies Act 1956) CIN No. _____, GST: _____, PAN No. _____

and having its Registered Office at

_____ hereinafter referred to as the "Content Provider" (which expression shall include its successors, administrators, representatives and permitted assigns).

Prasar Bharati and the Content Provider shall be collectively referred to as the Parties.

(This Agreement)

WHEREAS the Content Provider has made an offer to Prasar Bharati of its content in the genre of titled comprising ofepisodes of **minutes** each (hereinafter referred to as 'the Content'), for broadcast through Prasar Bharati's analogue and digital transmission platforms (hereinafter called 'the Platforms').

AND WHEREAS Prasar Bharati has agreed to the offer of the Content Provider in accordance with the terms and conditions as stated hereinafter.

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

1. GRANT OF LICENSE

- 1.1 The Content Provider hereby grants to Prasar Bharti exclusive license to broadcast the content for broadcast through Prasar Bharati's Platforms thereafter referred to as the License). The License hereby granted shall be on perpetual basis, and for all territories in the world/ Indian Territory subject to natural spill over outside India deepening up on the broadcast technologies used by the platform
- 1.2 The License shall come into force with effect from the date of broadcast of the first episode of the content or the date of signing of this Agreement, whichever is earlier, and shall remain valid globally and for the entire period for which the copyright in the Content shall subsist as per the law.
- 1.3 During the License Period, Prasar Bharati shall have exclusive right to broadcast the Content from any existing and future digital and analogue platforms, whether owned by Prasar Bharati or any other entity, using any technology of its choice, whether already discovered or to be discovered later, including but not limited to terrestrial transmitters, cable networks, satellite mode of transmission, Direct to Home, IPTV, live streaming through internet, OTT, social media, mobile apps, etc., or any combination thereof, for any number of times, in an unfettered manner, at the sole discretion of Prasar Bharati. Exclusive rights granted herein are subject to the condition that the Content Provider shall also be at liberty to communicate the Content to the public through OTT and social media platforms."
- 1.4 Rights granted under the license shall also include the right to reproduce the Content in any material form, including the storing of it in any medium by electronic means, to dub or sub-title the Content in any language, and to enjoy exclusive right to broadcast such dubbed or sub-titled versions in the same manner as provided in clause 1.3 supra. Such rights shall also include right to use any portion of the

Content or a photograph of any image forming part thereof, in promos or other programmes.

- 1.5 Prasar Bharati shall have unfettered right to monetise the Content or any portion thereof, including its dubbed or sub-titled versions, in the course of its broadcast as provided in clause 1.3 supra.

2. LICENSE FEE

- 2.1 In consideration of the License granted under clause 1 of this Agreement, Prasar Bharati shall pay to the Content Provider, License Fee amounting to - **(Rupees**) per episode plus applicable **GST** (.....% at present) (hereinafter referred to as the License Fee) amounting to Rs (Rupees) Inclusive of GST for Episodes.
- 2.2 Prasar Bharati shall release 100% amount of the License Fee within 30 days of the Content being found suitable for broadcast on its preview, or execution of the Agreement, whichever is later.
- 2.4 The Content Provider shall have no further claim against Prasar Bharati under the Agreement, whatsoever.

3. WARRANTIES AND INDEMNITIES

- 3.1 The Content Provider hereby warrants that-
 - a) It is competent to enter into this Agreement with Prasar Bharati;
 - b) It is the exclusive owner of all the rights including subsisting copyright in the Content, and no other person, firm, company or any other entity has any interest or claim in such rights;
 - c) the Content is not (nor is any part of it) in any way illegal or encumbered or is subject to charge, lien, mortgage, whatsoever,

and is not an infringement of any subsisting copyright, performer's rights, or broadcast reproduction right;

3.2 The Content Provider undertakes to indemnify Prasar Bharati against any and all adverse claims, actions, proceedings and demands, whatsoever, for breach of any of the express warranties in clause 3.1.

4. OTHER TERMS AND CONDITIONS

- 4.1 The Content Provider shall provide the Content as per the format drive, storage media, and technical specifications prescribed by Prasar Bharati. Broadcast of the Content is subject to its being found suitable in all respects by Prasar Bharati at its sole discretion.
- 4.2 The content Provider shall provide to Prasar Bharati all publicity materials available with it, such as promos, brochures, posters, photographs, transparencies, etc., free of cost and as part of this Agreement.

5. FORCE MAJEURE

The Parties shall not be liable or deemed to be in default for any delay or failure in performance stated herein resulting directly or indirectly from causes due to acts of God and those beyond their reasonable control.

6. WAIVER AND ACQUIESCENCE

No failure by any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy, consequent upon a breach thereof shall constitute waiver or acquiescence of any such provision.

7. SEVERABILITY

If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same shall not have an impact on other terms or clauses in this Agreement.

8. ENTIRE AGREEMENT

The terms of this agreement can only be altered and/ or modified by a written agreement executed by the Parties.

9. TERMINATION

If at any stage it is discovered that the Content Provider had provided any incorrect or misleading information of material nature at the time of making the offer, or is in breach of any of the warranties given in clause 3.1 or any other material condition, Prasar Bharati shall be within its right to terminate the Agreement without prejudice to rights and remedies available to it under this Agreement or as per law, for losses any suffered and damages caused.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

10.1 The agreement shall be interpreted in terms of Indian laws and only the courts at Delhi shall have jurisdiction in respect of all matters and disputes arising out of or relating to this Agreement.

10.2 In the event of any dispute or difference arising between the Parties, such dispute or difference shall be resolved by mutual consultations. If such resolution is not possible, then the same shall be referred to the CEO, Prasar Bharati, who will nominate an arbitrator. The arbitration proceedings shall be conducted at New Delhi in accordance with the provisions of Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding upon the Parties.

11. NOTICES

All notices under this Agreement shall be given by any party in writing to the other party at other party's address as specified or as communicated in writing to the either party from time to time. Notice shall be deemed to have been given when personally delivered or sent by speed post or email. The initial addresses and emails of the Parties are as follows:

Address:.....

Address:.....

.....

.....

E-mail:.....

E-

mail:.....

IN WITNESS WHEREOF the Parties have put their hands on the day and year first herein above written

3 For and on behalf of

For and on behalf of

4 PRASAR BHARTI
PROVIDER

THE CONTENT

Witnesses:

1.

2.

Annexure-VI

(Agreement for acquisition of content on gratis basis)

(On Stamp Paper of Rs.100/-)

AGREEMENT

THIS **AGREEMENT** is made at New Delhi on this Day of2020 between **PRASAR BHARATI (Broadcasting Corporation of India)**, a body corporate established under the **Prasar Bharati (Broadcasting Corporation of India) Act, 1990**, having its main office at Prasar Bharati House, Copernicus Marg, New Delhi – 110 001, acting in its executive capacity through Additional Director General (Content Operations), hereinafter referred to as "Prasar Bharati" (which expression shall include its successors, administrators, representatives and permitted assigns)

AND

....., (Please specify the legal status of the 2nd party, viz, an individual doing business either in his name or in the name of a sole proprietorship firm/ Partnership firm/Limited Liability Partnership/ a Company incorporated under the Companies Act, 1956/2013) having its Registered Office at , hereinafter referred to as the "Content Provider" (which expression shall include its successors, administrators, representatives and permitted assigns).

Prasar Bharati and the Content Provider shall be collectively referred to as the Parties.

(This Agreement)

WHEREAS in consideration and appreciation of the role of Prasar Bharati as India's Public Service Broadcaster, the Content Provider has made an offer to Prasar Bharati of its content in the genre of titled comprising of total episodes for minutes time slot each (hereinafter referred to as 'the Content'), **on Gratis Basis**, for broadcast through Prasar Bharati's analogue and digital transmission platforms (hereinafter called 'the Platforms').

AND WHEREAS Prasar Bharati has agreed to the offer of the Content Provider in accordance with the terms and conditions as stated hereinafter.

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

1. GRANT OF LICENSE

- 1.1 The Content Provider hereby grants to Prasar Bharti Exclusive/ Non Exclusive License to broadcast the content for broadcast through Prasar Bharati's Platforms With Streaming rights (linear transmission) (hereinafter referred to as the License). However, Licensor shall not sell rights to any Hindi GEC FTA channels available on any DTH, terrestrial or cable platform for telecast during the period of license to DD even if the non-exclusive rights are granted
- 1.2. The License shall come into force with effect from the date of broadcast of the first episode of the content or the date of signing of this Agreement, whichever is earlier, and be valid for(Indicate period of license) referred to as 'the License Period'.
- 1.3 During the License Period, Prasar Bharati shall have right to broadcast the content fortimes on (give the details of number of

telecasts and DD Channels on which such telecasts are to be made) / in an unfettered manner (strike out whichever is not applicable), through the Platforms, at sole discretion of Prasar Bharati.

- 1.4 Simultaneous linear broadcast of the content through various delivery platforms of Prasar Bharati using various technologies as also repeats of any broadcast within 24 hours as a part of natural transmission cycle or otherwise, shall be construed as only one broadcast.
- 1.6 Prasar Bharati shall have unfettered right to monetise the Content during its broadcast on the Platforms.
- 1.7 Depending upon broadcast technologies used by the Platforms, the Content, in addition to being available to audiences in India, may also become available to audiences in territories outside India and the Content provider shall have no objection to it.

2. CONSIDERATION

- 2.1 In consideration and appreciation of the role of Prasar Bharati as India's Public Service Broadcaster, the Content Provider shall not charge any fee from Prasar Bharati for the License granted under clause 1 of this Agreement.
- 2.2 The Content Provider shall have no further claim against Prasar Bharati under the Agreement, whatsoever.

3. WARRANTIES AND INDEMNITIES

- 3.1 The Content Provider hereby warrants that-
 - d) it is the exclusive owner of all the rights including subsisting copyright in the Content, and no other person, firm, company or any other entity has any interest or claim in such rights;
 - e) the Content is not (nor is any part of it) in any way illegal or encumbered or is subject to charge, lien, mortgage, whatsoever,

and is not an infringement of any subsisting copyright, performer's rights, or broadcast reproduction right;

- 3.2 The Content Provider undertakes to indemnify Prasar Bharati against any and all adverse claims, actions, proceedings and demands, whatsoever, for breach of any of the express warranties in clause 3.1.

4. OTHER TERMS AND CONDITIONS

- 4.1 The Content Provider shall provide the Content as per the format drive, storage media, and technical specifications prescribed by Prasar Bharati. Broadcast of the Content is subject to its being found suitable in all respects by Prasar Bharati at its sole discretion.
- 4.2 The Content Provider shall also not object to the use of video clippings or photographs from the Content on gratis basis for production of generic and episodic promos by Prasar Bharati for promotional purposes.

5. FORCE MAJEURE

The Parties shall not be liable or deemed to be in default for any delay or failure in performance stated herein resulting directly or indirectly from causes due to acts of God and those beyond their reasonable control.

6. WAIVER AND ACQUIESCENCE

No failure by any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy, consequent upon a breach thereof shall constitute waiver or acquiescence of any such provision.

7. SEVERABILITY

If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same shall not have an impact on other terms or clauses in this Agreement.

8. ENTIRE AGREEMENT

The terms of this agreement can only be altered and/ or modified by a written agreement executed by the Parties.

9. TERMINATION

If at any stage it is discovered that the Content Provider had provided any incorrect or misleading information of material nature at the time of making the offer, or is in breach of any of the warranties given in clause 3.1 or any other material condition, Prasar Bharati shall be within its right to terminate the Agreement.

10. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

10.1. The agreement shall be interpreted in terms of Indian laws and only the courts at Delhi shall have jurisdiction in respect of all matters and disputes arising out of or relating to this Agreement .

10.2 In the event of any dispute or difference arising between the Parties, such dispute or difference shall be resolved by mutual consultations. If such resolution is not possible, then the same shall be referred to the CEO, Prasar Bharati, who will nominate an arbitrator. The arbitration proceedings shall be conducted at New Delhi in accordance with the provisions of Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding upon the Parties.

11. NOTICES

All notices under this Agreement shall be given by any party in writing to the other party at other party's address as specified or as communicated in writing to the either party from time to time. Notice

shall be deemed to have been given when personally delivered or sent by speed post or email. The initial addresses and emails of the Parties are as follows:

Address:.....

Address:.....

.....

.....

E-mail:.....

E-

mail:.....

IN WITNESS WHEREOF the Parties have put their hands on the day and year first herein above written

5 For and on behalf of

For and on behalf of

6 PRASAR BHARTI
PROVIDER

THE CONTENT

Witnesses:

1.

2.

Annexure-VII

Agreement for acquisition of content under Revenue Share Model

(On Stamp Paper of Rs.100/-)

AGREEMENT

THIS **AGREEMENT** is made at New Delhi on this Day of2022 between **PRASAR BHARATI (Broadcasting Corporation of India)**, a body corporate established under the **Prasar**

Bharati (Broadcasting Corporation of India) Act, 1990, having its main office at Prasar Bharati House, Copernicus Marg, New Delhi – 110 001, hereinafter referred to as "Prasar Bharati" (which expression shall include its successors, administrators, representatives and permitted assigns)

AND

M/s(please provide the legal status of second party i.e. an sole proprietorship firm owned by/partnership firm/ Limited Liability Partnership/ a company incorporated under the Companies Act 1956) CIN No. _____, GST: _____, PAN No. _____ and having its Registered Office at _____

_____ hereinafter referred to as the "Content Provider" (which expression shall include its successors, administrators, representatives and permitted assigns).

Prasar Bharati and the Content Provider shall be collectively referred to as the Parties.

(This Agreement)

WHEREAS the Rights holder made an offer to Prasar Bharati for broadcast of the content through Prasar Bharati analogue and digital transmission platforms (hereinafter called 'the Platforms') on Revenue Sharing Basis

AND WHEREAS Prasar Bharati has agreed to the offer of the Rights holder in accordance with the terms and conditions as stated hereinafter.

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

1. DEFINITIONS AND INTERPRETATION:

- i. "This Agreement" means this agreement 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. "The Programme" means and includes the television series comprising of episodes, titled tentatively to be provided by the rights holders in accordance with this Agreement and shall mean and include all extensions thereof.
- iii. "Episode(s)" means episodes of the Programme, each of about 24 minutes for a 30-minute slot/48 minutes for 60 minutes slot..
- iv. "Merchandising Rights" means the right to manufacture, sell and / or otherwise distribute by commercially leveraging the Programme or characters of the Programme, goods of all kinds, which means and includes reproducing, depicting or decorating with the faces of the characters 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 PRASARBHARATI.

- v. "Packaging" means and includes title track, opening titles, mid-bumpers and closing titles and any other graphic elements or music elements and effects that might be included.
- vi. "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.
- vii. "Technical Specifications" means such technical specifications in respect of the Programme as specified by PRASARBHARATI in **Schedule A**.
- viii. Unless the context otherwise requires, words denoting the singular shall include the plural and vice-a-versa and words denoting persons shall include body corporates, unincorporated associates, and partnerships.
- ix. The expression 'Intellectual Property Rights' means the entire range of Intellectual Property Rights including, but not limited to copyright, associated or neighbouring rights, trademarks and design rights subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction in the world.

2. GRANT OF LICENSE

2.1 The rights holder hereby grants to Prasar Bharati exclusive satellite and terrestrial rights to broadcast the content titled "..... for **1 original run plus one repeat run per episode** in Language on channel along with simulcast of linear transmission on Prasar Bharati Digital platforms (the License). The first telecast of each

episode shall be in the prime time band on weekdays/weekends and repeat telecast shall be done in non-prime time band within 7 days of the first telecast. Prasar Bharati shall not create any storage for VoD on its digital platforms. Notwithstanding the foregoing, the Rights holder reserves the right to exhibit any episode of the offered programme on any other channels/ platforms only after 90 days of first telecast of that episode on Doordarshan network.

2.2 The License shall come into force with effect from the date of broadcast of the first episode of the content for a period of Year (the License Period) or till the telecast of episodes whichever is later.

2.3 The first telecast of each episode of the series shall be in the half an hour slot/one hour in prime time band from Monday to Friday/weekend. Actual slotted time for first telecast and repeats will be decided by Prasar Bharati. The Rights holder will be intimated of the allocated time slot minimum 15 days before the broadcast (Email permitted). However, in case of programmes of national importance, Prasar Bharati may at its sole discretion, change the slotted time or may not telecast the programme on a particular day. Such change in the time slot shall be informed to the Rights holder in advance in writing (emails permitted).

2.4 During the License Period, Prasar Bharati shall have right to broadcast the content in an unfettered manner subject to license granted under clause 2.1.

2.5 Depending upon broadcast technologies used by the Platforms, the Content, in addition to being available to audiences in India, may also become available to audiences in territories outside India and the Content provider shall have no objection to it.

2.6 All rights, title and interest in and to the Content and Materials will be sole and exclusive property of the Rights holder.

3. REVENUE SHARING

3.1 Rights holder/Prasar Bharati will monetize the shareable FCT (300 seconds) per episode of the offered programme. FCT will not be sold below the minimum rate, to be specified by Prasar Bharati. It is agreed that any commercial exploitation of the content will be shared in accordance with clause 3.5. One minutes of remaining FCT shall be utilized by Prasar Bharati for its programme/channel promotion.

3.2 Monetize the programme through sponsorship and insertion of standard commercial elements like L band, Aston Bands etc. is also permitted. Revenue generated from any commercial element embedded in the programme shall also be shareable in accordance with clause 3.5.

3.3 Only Corporate revenue shall be booked in the programme. corporate clients shall include all the clients other than the following:
a) Ministries of Central/State Govts., Departments of Central/State Govts, Bureau of Outreach and Communication (BOC).;and
b) Autonomous bodies (such as CIC, NHRC, NCW, Minorities Commission etc.) which are fully funded by Govt. and do not have any commercial operations to support their functions / operations

3.4 All the commercials shall confirm to advertising code of Doordarshan.

3.5. Subject to above clauses, revenue earned through monetization as per clause 3.1 and 3.2 shall be shared between Prasar Bharati and the Rights holder **in the ratio of to Prasar Bharati and to the Rights holder** (after deducting GST at the applicable rates and agency commission, agency commission shall not exceed the limit of 15%).

3.6 A separate joint escrow account shall be opened for receipt of all the revenue from sale of commercial time/on screen inventory.

3.7 The rights holder shall submit a BG of 3% of the monetary value of Prasar Bharati share of FCT over all the episodes during its first telecast calculated at notified rate by Prasar Bharati.

4. PRODUCTION, DELIVERY AND ESSENTIAL ELEMENTS:

4.1 The Rights holder 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 and technical specifications more fully described in Schedules A at its own cost. Schedule A may be amended by PRASAR BHARATI at its sole discretion if technological exigencies so require, upon notice of one month to the Rights holder.

4.2 During the production process, the highest technical standards shall be maintained so that the delivered Episodes are of required technical standards. Technical specifications stipulated in Schedule A shall be adhered to by the Rights holder throughout the entire production process i.e., during production, post-production and delivery of Episodes, thereby inter alia ensuring format compatibility.

4.3 The Rights holder shall produce the Programme and supply the Episodes finished in all respects. Delivery schedule of episodes is given in Schedule-C. Telecast masters shall be checked by the Prasar Bharati for their technical quality before telecast. If the telecast masters are technically rejected by Prasar Bharati the Rights holder shall carry out necessary corrections as desired by Prasar Bharati within 48 hours before telecast, at its own cost.

4.4 Punctuality in delivery of the Episodes shall be of the essence for the purpose of the performances and obligations under this Agreement. If there is likelihood of delay in supply of the Episodes, the Rights holder shall immediately intimate PRASAR BHARATI and seek extension of time from Prasar Bharati (emails permitted). The latter may, at its sole discretion, grant such further time as it deems fit or altogether reject the request.

4.5 Any delay over and above the original/extended period granted shall attract penalty of Rs 1000 /- per day irrespective of the number of the episodes delayed. However, CEO, Prasar Bharati may condone any such delay at his discretion if he considers that reasons submitted by the Rights holder are valid.

4.6 Duration of the supplied Episodes should normally be 24 minutes. Episodes of lesser than 23 minutes duration shall not be accepted for telecast/communication to the public.

4.7 It shall be the responsibility of the Rights holder to ensure that all the clips used in the Episodes, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that rights in respect of such

clips have been duly obtained from respective rights owners, to enable PRASAR BHARATI to exercise its rights in the programme.

4.8 The Rights holder agrees to provide the publicity material, i.e., still photos, synopsis, etc, from time to time as required by PRASAR BHARATI without any delay. Rights holder shall also supply general and episodic promos (video, audio and print)/publicity material for the Programme.

4.9 The Rights holder shall deliver the Content through Hard Disc Media / FTP or any other digital storage device as agreed mutually in the suitable format for transmission on DD channel.

5. WARRANTIES

5.1 The Rights holder hereby warrants that-

- i. The programme, 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 fee.
- ii. the Content is not (nor is any part of it) in any way illegal or encumbered or is subject to charge, lien, mortgage, whatsoever, and is not an infringement of any subsisting copyright, performer's rights, or broadcast reproduction right;
- iii. Rights holder has full right and authority to enter into and perform this Agreement and Rights holder has not entered into 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 the rights holder obligations to Prasar Bharati and that the Rights holder shall not be entitled for any compensation in connection with the production of the Episode(s) of the programme, other than as herein provided in this Agreement.

iv. The Programme 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, right of privacy or publicity, property rights or of any other right of any party and also will not constitute unfair competition or breach of contract; and / or any other right of whatever nature of any third party. The Rights holder shall adhere to Doordarshan's Broadcasting code and guidelines.

6. RESTRICTION ON USE OF PRASAR BHARATI'S TRADEMARK

The RIGHTS HOLDER shall not use, or refer to, or authorize the use of, or reference to any names, logos, trade names of trademarks of PRASARBHARATI and its constituents including without limitation, the names of any of the programming services of PRASAR BHRATI in any manner without prior written permission of PRASARBHARATI.

7. INDEMNIFICATION

The RIGHTS HOLDER agrees to indemnify and hold harmless PRASAR BAHARATI, its employees, officers and agents from and against any claim, loss, liability or cost claimed by or becoming payable to any person, firm or corporation, including without limitation, legal fees, arising out of any

breach of warranty, representation or undertaking made by the RIGHTS HOLDER in this Agreement. In the event of any claim, the RIGHTS HOLDER shall promptly adjust, settle, defend or otherwise dispose of such claim, at its sole cost. If the RIGHTS HOLDER is found to be failing or neglecting in diligently and continuously pursuing such matters, PRASAR BHARATI may take such action on behalf of itself and / or as attorney for the RIGHTS HOLDER, to adjust, settle, defend or otherwise dispose of such claim, in which case the RIGHTS HOLDER hereby authorizes PRASAR BHARATI to encash appropriate amount from Bank Guarantee submitted by RIGHTS HOLDER. If such cost is over and above the Bank Guarantee, the RIGHTS HOLDER undertakes to pay such amount incurred by PRASAR BHARATI on cost and penalties.

8. GENERAL

- 8.1 All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail and/or email, (ii) personal delivery to the respective parties at the address set forth in this Agreement.
- 8.2 This 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.
- 8.3 No failure or delay on the part of any of the Parties 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.

8.4 In the event of any provision of this Agreement being 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.

8.5 The RIGHTS HOLDER 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/license granted herein.

8.6 Representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

8.7 Prasar Bharat shall provide promotion of the content on its platforms. The rights holder shall take up the promotion activities on third party platforms at their own cost. The cost for promotion incurred by either of the party shall be not be deducted from the earned revenue.

8.8 The Rights holder shall also not object to the use of prior approved video clippings or photographs from the Content for production of generic and episodic promos by Prasar Bharati for promotional purposes, if so required.

8.9 Prasar Bharati shall not provide any endorsement or letter of support for collection of advertisements. However Prasar Bharti shall provide

relevant documents evidencing that such time slot has been provided to the Rights holder in respect to the Programme.

9.FORCE MAJEURE

The Parties shall not be liable or deemed to be in default for any delay or failure in performance stated herein resulting directly or indirectly from causes due to acts of God and those beyond their reasonable control.

10. WAIVER AND ACQUIESCENCE

No failure by any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy, consequent upon a breach thereof shall constitute waiver or acquiescence of any such provision.

11. SEVERABILITY

If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same shall not have an impact on other terms or clauses in this Agreement.

12. ENTIRE AGREEMENT

The terms of this agreement can only be altered and/ or modified by a written agreement executed by the Parties.

13. TERMINATION

13.1 If at any stage it is discovered that the Rights holder had provided any incorrect or misleading information of material nature at the time of making the offer, or is in breach of any of the warranties given in clause 5.1 or any other material condition and the Rights holder has failed to remedy it within a period of fifteen (15) days of receipt of notice specifying the breach with a request to remedy it, Prasar Bharati shall be within its right to terminate the Agreement after giving 30 days notice .

13.2 The performance of the programmes in terms of revenue and TRP may be reviewed by Prasar Bharati after telecast of half the total number of episodes or 06 (six) months from the date of first telecast of the content, whichever is later . Prasar Bharati may discontinue the programme at its discretion in case of adverse performance after giving 30 days' notice. After such notice, Rights holder will complete the story in certain number of episodes as decided by PRASAR BHARATI after consultation with the Rights holder.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

14.1 The agreement shall be interpreted in terms of Indian laws and only the courts at Delhi shall have jurisdiction in respect of all matters and disputes arising out of or relating to this Agreement

14.2 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 resolved through mutual consultations

between the Parties and failing which the same shall be referred to a Sole Arbitrator to be appointed by the Chief Executive Officer of PRASAR BHARATI, whose decision 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. NOTICES

All notices under this Agreement shall be given by any party in writing to the other party at other party's address as specified herein below or as communicated in writing to the party from time to time. Notice shall be deemed to have been given when personally delivered or sent by speed post or email. The initial addresses and emails of the Parties are as follows:

Address:.....	Address:
.....	
.....	
.....	
E-mail:	E-mail:

IN WITNESS WHEREOF the Parties have put their hands on the day and year first herein above written

SIGNED, SEALED AND DELIVERD	By (Name).....
	Designation.....

FOR AND ON BEHALF OF THE

Prasar Bharati

SIGNED, SEALED AND
DELIVERED
FOR AND ON BEHALF OF

Rights holder
By (Name).....
Designation.....

WITNESSES-

1.....
Name.....

Age.....

Address.....

2.....
..
Name.....
....
Age.....

Address.....
....

SCHEDULE-A

A. TECHNICAL SPECIFICATIONS

- a. Each Episode shall be produced in HD with 4:2:2 colour sub sampling and 16:9 aspect ratio.
- b. Graphics, captions and astons shall be within the safe areas.
- c. The technical master and back up of each episode shall be delivered on hard disk media or any other digital storage device as specified by PRASARBHARATI.
- d. Each episode shall be edited into package ready for broadcast on television in XDCAM HD 4:2:2 formats in MXF wrapper on the aforesaid hard disk with continuous time track full mix audio on CH#1 and CH#2and stereo audio on CH#3 and CH#4. Unmixed master with dialogue track on CH# 1 and music audio on CH#2 shall also be delivered.
- e. Audio level of broadcast master must correspond to 0VU i.e 4 dBm. The audio level should remain within +1 VU to -20 VU, and preferably should be within 0 to -20 dBFS (relative to digital scale) throughout the programme.
- f. Telecast Master shall have 10 second "Black", 30 second "Colour Bar" with 1 kHz tone at 0 VU, 10 second "Black", followed by 10 second countdown in sequence as the programme leader. 0 VU corresponds to +4 dBm audio signal across 600 ohm impendence) followed by a fivesecond visual state with the following information

Name of Programme: " _____ "

Episode Number: " _____ "

Total Duration of episode:-----mts” For half an hour slot”

This shall be followed by 25 second video blank after which the programmes shall begin.

- g. Two duly filled in copies of the run sheet shall be submitted along with the Telecast Master.
- h. The PRODUCER shall also submit rushes on hard disks containing effects, music on one track and commentary / dialogue on the other track.

B. REQUIREMENTS WITH REFERENCE TO THE FINAL TELECAST

MASTER

- a. Duration of Episodes will be average 24 minutes (excluding breaks) for a half an hour slot. The episode duration does not include blank inserted for breaks. The episodes of less than 23 minutes duration shall not be accepted. Anchor link shall not be more than 3 minutes with reference to 24 minutes episode.
- b. Each Episode will normally have two breaks. A five-second bumper may precede each break after which there should normally be a 20 second black before beginning of another five-second bumper which is required as a lead into the next segment.
- c. Opening title and signature tune should not be normally 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.
- d. Recapitulation or summary of previous episodes in the Programme proper and Pre-cap shall be normally of 20 second in a 30 minute programme and 30 seconds in a 60 minutes programme. Precap and Recap duration will be the part of episode duration.
- e. End credit should be not more than 30 second in duration and restricted to creative team only. Courtesy credits will not be allowed.

C. OTHER REQUIREMENTS

1. The PRODUCER shall also submit the following: -j

a) Two copies of the script/ screenplay

b) Two copies of Dope Sheets

c) Soft Copy of 10 appropriate high-resolution photographs of each episode-

d) General promos and episodic promos (30 second).

e) General synopsis and episodic synopsis.

2. Copyright permission should have been obtained for all music tracks, archival material and stock footage used. A copy of the letter should be submitted, if required by PRASARBHARATI.

7 D.LABELING INSTRUCTIONS

Telecast master and Back up master shall be labelled as below:-NAME OF PROGRAMME:

NAME OF EPISODE:

EPISODE NUMBER:

DURATION OF EPISODE:

READING:

Schedule-B

Deliver Schedule

SI No	Deliverables	Time Schedule
I.	Submission and preview of Episodes	

4	Submission of first 22 episodes	30 days before the commencement of telecast
	Preview of first 22 episodes and feedback to the production house	Within 15 days after the receipt of episodes
	Corrections by the production house if any and delivery of final telecast master	Within 7 days after the Feedback
5	Submission of 23 rd episodes onward	The episodes scheduled to be telecast in particular week will be delivered at least 10 days before telecast of the first episode of that week
	Preview of the 23 rd episodes onward	Within 3 days after receipt of the episodes as described in #5
	Submission of the corrected episodes by the production house	3 days before the telecast of first episode of the week

Annexure-VIII

AGREEMENT FOR COMMISSIONED PROGRAMME

THIS AGREEMENT is made on this _____ day of _____ 2022 at NEW DELHI, BETWEEN PRASAR BHARATI (India's Public Service Broadcaster), a body corporate established under the PRASAR BHARATI (Broadcasting Corporation of India) Act, 1990, having its head office in PRASAR BHARATI House, Copernicus Marg, New Delhi-

110001, acting through , 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 assigns, of the FIRST PART.

AND

M/s.....(please provide the legal status of second party i.e. an sole proprietorship firm owned by/partnership firm/Limited Liability Partnership/a company incorporated under the Companies Act 1956) CIN No. _____, GST: _____, PAN No. _____ and having its Registered Office at

_____ hereinafter referred to as the "Producer" (which expression shall include its successors, administrators, representatives and permitted assigns).

PRASR BHARATI and the PRODUCER shall, herein after, collectively be referred to as the 'Parties'.

WHEREAS the PRODUCER submitted a proposal for Commissioning of a Programme the serial titled in the genre of _____ for total

..... **episodes** for **minutes slot** each (hereinafter referred to as 'the

Content'), for broadcast through PRASAR BHARATI analogue and digital transmission platforms (hereinafter called 'the Platforms').

AND WHEREAS, PRASAR BHARATI, agreed to accept the proposal of the PRODUCER for commissioning under full budgetary support of Prasar Bharati

AND WHEREAS the Parties agreed to enter into an Agreement as per the terms and conditions mutually agreed upon and reduced into writing as herein below.

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

1. DEFINITIONS AND INTERPRETATION:

- i. "This Agreement" means this agreement 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. "The Programme" means and includes the television series comprising of episodes, titled ".....", to be produced by the PRODUCER in accordance with this Agreement and shall mean and include all extensions thereof.
- iii. "Episode(s)" means episodes of the Programme, each of about 24 minutes for a 30 minute slot/48 minutes for a 60 minutes slot
- iv. "Merchandising Rights" means the right to produce, sell and/or otherwise distribute by commercially leveraging the Programme or characters of the Programme, goods of all kinds, which means and

includes reproducing, depicting or decorating with the faces of the characters 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” means and includes title track, opening titles, mid-bumpers and closing titles and any other graphic elements or music elements and effects that might be included.
- vi. “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.
- vii. “Technical Specifications” means such technical specifications in respect of the Programme as specified by PRASAR BHARATI in **Schedule-B (A)**.
- viii. Unless the context otherwise requires, words denoting the singular shall include the plural and vice-a-versa and words denoting persons shall include body corporates, unincorporated associates, and partnerships.
- ix. The expression ‘Intellectual Property Rights’ means the entire range of Intellectual Property Rights including, but not limited to copyright, associated or neighbouring rights, trademarks and design rights subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction in the world.

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, technical specifications and general specifications more fully described in **Schedules-A** and **B** respectively. The said Schedules may be amended by mutual agreement in writing from time to time, if so deemed fit, by the Parties provided that **Schedule-B** may be amended by PRASAR BHARATI at its sole discretion, if technological exigencies so require, upon notice of one month to the PRODUCER.
- ii. The PRODUCER shall produce the Programme and supply the Episodes finished in all respects. Schedule for submission of scripts and approval of these scripts by PRASAR BHARATI, delivery of episodes and their preview by PRASAR BHARATI and submission of telecast masters is described in **Schedule- C**.
- iii. Punctuality in delivery of the Episodes shall be the essence for the purpose of the performances and obligations under this Agreement. If there is likelihood of delay in supply of the Episodes, the PRODUCER shall immediately intimate PRASAR BHARATI and seek extension of time from PRASAR BHARATI. The latter may, at its sole discretion, grant such further time as it deems fit or altogether reject the request. In particular, non-submission of telecast masters, at least by 2 days before the date of telecast shall be viewed seriously and may attract the provisions contained in clause 8(a)(iv). The obligation of timely delivery of episodes on part of producer shall be subject to the timely approval of scripts and preview of content by Prasar Bharati as specified in Schedule C. In case of delay in approval of script by Prasar Bharati, the delivery schedule shall be offset by the delayed number of days in approval of script by Prasar Bharati.
- iv. Without prejudice to clause 2 (iii), any delay over and above the original/

extended period granted for submission of telecast masters for preview shall attract liquidated damages from the PRODUCER at the rate of 0.5% per week or part thereof over the cost of delayed episodes. PRASAR BHARATI shall have the right to deduct liquidated damages from the payments due to the PRODUCER. However, PRASAR BHARATI may condone any such delay at its discretion, if it considers that reasons submitted by the PRODUCER are reasonable.

- v. If the average duration of the supplied Episodes taken over each quarter (1/4th) of total number of episodes individually is less than 24 minutes for half an hour slot/48 minutes for one hour slot programme, liquidated damages equal to the pro rata of episodic cost shall be deducted from the payable amount in next tranche of payment. Episodes of lesser than 23 minutes for half an hour slot/46 minutes for one hour slot duration shall not be accepted for telecast/communication to the public.
- vi. PRASAR BHARATI shall have full creative and technical approval rights over the Episodes and all elements thereof, including, without limitation, any outline, sketches, treatments, scripts, storyboards, and mechanical works. Technical approvals shall be in terms of requirements as stipulated in Schedule B to the Agreement.
- vii. The PRODUCER shall commence production of the Episodes after the script has been approved by PRASAR BHARATI. The Episodes shall strictly conform to the approved script and the Doordarshan Broadcasting Code and guidelines as notified by Prasar Bharati.
- viii. The Episodes submitted by the PRODUCER, based on approval of script by PRASAR BHARATI, will be previewed by the Preview Committee constituted by PRASAR BHARATI. If the Preview Committee suggests any modification in the Episodes, the PRODUCER shall carry out the same at its own cost as per **Schedule-C**.

- ix. PRASAR BHARATI will check all the telecast masters for technical quality and, if the telecast masters are technically rejected by PRASAR BHARATI, the PRODUCER shall carry out necessary corrections as desired by PRASAR BHARATI at its own cost as per **Schedule-C**.
- x. The Episodes shall not, without the prior written consent of PRASAR BHARATI, contain any third-party material or any visually identifiable references to any merchandise goods, services or brands and the PRODUCER shall not enter into any arrangement with any third party for the placement of any brand, product or service in the Episodes, or enter into any tie-up or sponsorship arrangement in this regard.
- xi. It shall be the responsibility of the PRODUCER to ensure that all the clips used in the Episodes, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources and that rights in respect of such clips have been duly obtained from respective rights' owners, to enable PRASAR BHARATI to exercise its rights in the programme.
- xii. *The Producer shall not reassign or delegate or sub-let or transfer production to any third parties including individuals/entities but may use third party services, equipment, facilities as needed. However the responsibility of fulfilling all obligations under this agreement shall be those of the Producer only.*
- xiii. The PRODUCER shall inform PRASAR BHARATI about lead star casts, creative team and technical crew in advance in the proforma attached in **Schedule-A**. PRASAR BHARATI may, at its discretion, direct the PRODUCER to make changes in such lead star casts, creative team and technical crew, and PRODUCER shall abide by such directions. After approval by PRASAR BHARATI, the PRODUCER shall not change the story line, star cast, creative team and technical crew without fresh approval of PRASARBHARATI.
- xiv. All masters, shooting tapes along with unmixed and unedited material, preview media, publicity material, photographs, promo material and

recordings of songs, if any, pertaining to the Programme/ Episodes shall be handed over to PRASAR BHARATI, when demanded by PRASAR BHARATI.

- xv. During the production process, the highest technical standards shall be maintained so that the delivered Episodes are of required technical standards. Technical specifications stipulated in **Schedule-B (A)** shall be adhered to by the PRODUCER throughout the entire production process i.e., during production, post-production and delivery of Episodes.
- xvi. To ensure that high standards of quality are maintained throughout the production of the programme, PRASAR BHARATI may attach a Production Associate with the production team of the Programme. The PRODUCER shall extend all cooperation and necessarily provide all requisite inputs to such Production Associate.
- xvii. The PRODUCER shall supply promos (video, audio and print)/publicity material for the programme as described in **Schedule-B (C)**.

3. 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 Programme and indication of the title(s) and composer(s) in respect of each composition.

ii. The PRODUCER agrees to indemnify PRASAR BHARATI and its affiliates on all pre-recorded music rights.

4. 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 the Episodes and other materials to the entire satisfaction of PRASAR BHARATI under this Agreement without any material breach of its obligations by it, PRASAR BHARATI agrees to pay and the Producer agrees to accept payment of **Rs (Rupees only) plus applicable GST (18% at present)**for each Episode of the Programme amounting to Rs(Rupees.....only) inclusive of GST for Episodes of the programme. PRASAR BHARATI shall release the payment as per the following schedule

First Tranche - 30 % of the contract value	After signing of the agreement and submission of BG of equivalent amount and Performance Security
Second Tranche- 20% of the contract value	After acceptance of 20% episodes by PB
Third Tranche- 20% of the of the contract value	After acceptance of 40% of the episodes by Prasar Bharati
Fourth Tranche- 20% of the contract amount	After acceptance of 60% of the episodes by Prasar Bharati
Final Tranche -10% of the contract	Within one month after acceptance of all the episodes
Release of BG submitted against first tranche of payments	Within one month after acceptance of all the episodes
Release of Performance BG	After 6 months of acceptance of all the

	episodes
--	----------

The validity period of Bank Guarantee against the first tranche of payment will be six months beyond the period as agreed mutually 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 after completion of the programme and delivery of all other required material of the programme. 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) The PRODUCER shall furnish a Performance Guarantee/Security at such percentage of total contract value of the Agreement as applicable on the date of signing the agreement, within 7 days of signing of the Agreement. It is clarified that present rate at which the performance security is to be submitted is 3% of the contract value. The PG would be in the form of Insurance Surety Bonds, Account payee Demand draft, Fixed deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form with period of validity up to and including six months after the date of completion of all contractual obligations of the contract unless extended further, from time to time for such period as may be instructed in writing

iii. All sums payable by PRASAR BHARATI to the PRODUCER under this Agreement shall be subject to deduction of tax at source under the income Tax Act, 1961, as amended from time to time, as also levies that may be applicable as per relevant laws in India.

iv. 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 in clause 4 (i) above. The PRODUCER acknowledges and agrees that it will be responsible for payment of all taxes and insurance applicable under existing laws on all amounts paid to it hereunder, including, but not limited to income tax, disability, insurance, EPF, gratuity, etc. The PRODUCER warrants and represents that it will make all necessary payments due to governmental agencies in compliance 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.

5. INTELLECTUAL PROPERTY RIGHTS

i. The PRODUCER hereby exclusively assigns to PRASAR BHARATI in perpetuity, the entire copyright, whether vested, contingent, or to be invented in future, in respect of all modes of communication to public, all rights of action and all other rights, whatsoever, in and to the Programme, including broadcasting rights and new media rights for the full period of copyright throughout the world, including all renewals, reversions and extensions, if any. It is agreed by the PRODUCER 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 be on exclusive basis and also mean and include:
 - a. Masters/negative/rushes rights for transmission through satellite, terrestrial, free to air, pay television, direct to home, digital platforms including web streaming, web casting, OTT, etc., whatsoever, in any manner, via any medium, method and / or technology, now known or hereafter invented.
 - b. Right to communicate the Programme to the public on any airline, in any hotel and on any ship at sea or otherwise.
 - c. The Right in the title of the Programme, as also its concept, formats, outlines, treatments, scripts, video rushes, stock shots, stills, lyrics and music used in the Programme, with rights in complete audio format(s) of music tracks associated with the Programme.
 - d. The 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. All rushes of the Programme shall be submitted by the PRODUCER on demand to PRASAR BHARATI. On early termination of this Agreement, all rushes shall be returned to PRASAR BHARATI within 15 days of the notice of termination.
- iii. The PRODUCER warrants and acknowledges that PRASAR BHARATI shall have the right to exploit the Programme, commercially or otherwise, by any and all means and in any or all medium, throughout the world, and shall have the right to translate or dub in any language, to package or to

alter the Programme, and to combine it with other material at its discretion.

- iv. PRASAR BHARATI shall also have the right to edit, alter and modify the Episodes of the Programme to the extent necessary for scheduling, due to technical reasons and for censorship approvals, provided that such editing shall not, as far as possible, impair the integrity or quality of the Programme.
- v. 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 may deem fit. The utilization of the entire quantum of commercial time as associated with the Episodes of the Programme, whether before, during or after the Programme, shall be at the sole discretion of PRASAR BHARATI, whether through advertisements or through any other means, in the course of commercial exploitation of the Programme.
- vi. Right in the literary material on which the Programme is based, including all the PRODUCER's rights, titles and interests shall stand automatically transferred to PRASAR BHARATI at the time of delivery of the Programme/ Episodes.
- vii. If the Programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the PRODUCER and PRASAR BHARATI.

6. WARRANTIES

The PRODUCER hereby warrants and agrees that:

- i. The programme, when delivered, shall be free and clear of any lien or claim by any third party including without limitation any claim by any union or guild for 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 neither entered into any other agreement, nor shall enter into any other agreement and/or make commitments which may come in conflict with this Agreement or in any way interfere with the full and complete performance of its obligations to PRASAR BHARATI under this Agreement and that it shall not be entitled for any compensation in connection with the production of the Episode(s) of the Programme, other than as provided in this Agreement.
- iii. The Programme shall be original and shall not be obscene, libelous, blasphemous or defamatory of any person deceased or alive or infringe the copyright, trade mark, trade name, copyright, right of privacy, property rights or any other right of any party and also will not constitute breach of contract and / or any other right of whatever nature of any third party.
- iv. The PRODUCER shall obtain, prior to the delivery of Episode(s) of the Programme to PRASAR BHARATI, all the rights, permissions and licenses which may be required to enable PRASAR BHAARTI to exploit the Programme as contemplated herein without any additional cost or expense to PRASAR BHARATI.
- v. The PRODUCER shall cooperate with PRASAR BHARATI to protect PRASAR BHARATI's ownership and rights in and to the Programme, including, without limitation, promptly notifying PRASAR BHARATI of any infringement in the copyright in the programme , of which the PRODUCER becomes aware.

- vi. The PRODUCER has neither entered nor shall enter in to any agreement for production of programmes (serial, drama etc.) of similar nature in terms of concept, subject matter, and treatment with another television channel or any other entity, whatsoever, which is engaged in similar business of sourcing/disseminating television programmes as PRASAR BHARATI.
- vii. The PRODUCER does not owe any amount to PRASAR BHARATI on any count whatsoever.

7. PARTNERSHIP

The PRODUCER agrees that PRASAR BHARATI has retained the PRODUCER solely for the purposes and to the extent set forth in this Agreement, and the 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 Programme.

8. TERMINATION

(b) PRASARBHARATI shall have the right to terminate this agreement in the following circumstances:

- I. PRASARBHARATI shall be at liberty to terminate this Agreement after telecast of 66 episodes without assigning any reasons thereof by giving one month notice to the PRODUCER irrespective of number of episodes produced or for which works is in progress. After such notice, Production House will complete the story in certain number of episodes as decided by PRASAR BHARATI after consultation with the PRODUCER. Payments will be made **as per sub-clause 4(i)** only for the **revised number of episodes** and no extra payment will be made to PRODUCER on account of pre-mature termination of the programme.
- II. 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 serving of a notice on him by PRASARBHARATI

specifying the breach.

- III. If any act done by the PRODUCER is against the Broadcast Code of Doordarshan or its guidelines as notified by Prasar Bharati or is prejudicial to the interests of PRASAR BHARATI, PRASAR BHARATI may terminate this Agreement without notice
- IV. Frequent delays in submission of telecast masters and in particular, non-submission of telecast masters at least 2 days before date of telecast shall be viewed seriously and may lead to termination of this Agreement.

(c) The termination of this Agreement shall not affect any of the rights vested in PRASAR BHARATI by virtue of this Agreement.

9. RESTRICTION ON USE OF PRASAR BHARATI'S TRADEMARK

The PRODUCER shall not use, or refer to, or authorize the use of, or reference to any names, logos, trade names of trademarks of PRASAR BHARATI and its constituents including without limitation, the

names of any of the programming services of PRASAR BHARATI in any manner without prior written permission of PRASAR BHARATI.

10. INDEMNIFICATION

The PRODUCER agrees to indemnify and hold harmless PRASAR BHARATI, its employees, officers and agents from and against any claim, loss, liability or cost claimed by or becoming payable to 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, the PRODUCER shall promptly adjust, settle, defend or otherwise dispose of such claim, at its sole cost. If the PRODUCER is found to be failing or neglecting in diligently and continuously pursuing such matters, 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 appropriate amount from any payment due to the PRODUCER; if no dues are outstanding, the PRODUCER undertakes to pay such amount incurred by PRASAR BHARATI on cost and penalties.

11. GENERAL

(i) All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail and/or email, (ii) personal delivery to the respective parties at the address set forth in this Agreement.

(ii) This 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, as encompassed in the terms and conditions of this Agreement, to any third party.

(iv) No failure or delay on the part of any of the Parties 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.

(v) In the event of any provision of this Agreement being 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.

12.FORCE MAJEURE

If any time during the continuance of the agreement, the performance in whole or in part by the Producer shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lock-outs or acts of god, **(but not including negligence or wrong- doing, predictable/seasonal rain)** herein after refer to as events and provided notice of happenings of any such eventuality is given by the Producer in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the Prasar Bharati shall by reason of such event, neither cancel this order nor shall claim for damages against the producer in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist.

If the deliveries are suspended by force majeure conditions lasting for more than 90 days, the Prasar Bharati shall have the option of cancelling this agreement in whole or part at its discretion without any liability on its part,

13.ARBITRATION

In the event of any disputes or differences arising between the Parties, out of or relating to or in connection with this Agreement and its performance, the same shall be resolved through mutual consultations between the Parties and failing which the same shall be referred to a Sole Arbitrator to be appointed by the Chief Executive Officer of

PRASAR BHARATI, whose decision 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.

14. JURISDICTION

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

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

SIGNED, SEALED AND DELIVERD
DELIVERD
FOR AND ON BEHALF OF THE
FIRST PARTY

SIGNED SEALED AND
DELIVERD
FOR AND ON BEHALF OF
THE SECOND PARTY

By (Name).....

By (Name).....

Designation.....

Designation.....

WITNESSES-

1.....

2.....

..

Name.....

Name.....

Age.....

Age.....

Address.....

Address.....

SCHEDULE "A"

TITLE " _____ "

LEAD STAR CAST

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

Crew Details

<u>S.No</u>	<u>Designation</u>	<u>Name</u>	<u>Father's</u> <u>Name</u>	<u>Address</u>	<u>Contact</u> <u>Number</u>
1	Creative Head				
2	Director				
3	Episode Director				
4	Writer				
5	Project Head				
6	Music Director				
7	Director of photography				

Signature of

PRODUCER

SCHEDULE-B

D. TECHNICAL SPECIFICATIONS

- i. Each Episode shall be produced in HD with 4:2:2 colour sub sampling and 16:9 aspect ratio.
- j. Graphics, captions and astons shall be within the safe areas.
- k. The technical master and back up of each episode shall be delivered on hard disk media or any other digital storage device as specified by PRASARBHARATI.
- l. Each episode shall be edited into package ready for broadcast on television in XDCAM HD 4:2:2 formats in MXF wrapper on the aforesaid hard disk with continuous time track full mix audio on CH#1 and CH#2 and stereo audio on CH#3 and CH#4. Unmixed master with dialogue track on CH# 1 and music audio on CH#2 shall also be delivered.
- m. Audio level of broadcast master must correspond to 0VU i.e 4 dBm. The audio level should remain within +1 VU to -20 VU, and preferably should be within 0 to -20 dBFS (relative to digital scale) throughout the programme.
- n. Telecast Master shall have 10 second "Black", 30 second "Colour Bar" with 1 kHz tone at 0 VU, 10 second "Black", followed by 10 second countdown in sequence as the programme leader. 0 VU corresponds to +4 dBm audio signal across 600 ohm impendence) followed by a fivesecond visual state with the following information

Name of Programme: " _____ "

Episode Number: " _____ "

Total Duration of episode:-----mts” For half an hourslot”

This shall be followed by 25 second video blank after which the programmes shall begin.

- o. Two duly filled in copies of the run sheet shall be submitted along with the Telecast Master.
- p. The PRODUCER shall also submit rushes on hard disks containing effects, music on one track and commentary / dialogue on the other track.

E. REQUIREMENTS WITH REFERENCE TO THE FINAL TELECAST

MASTER

- a. Duration of Episodes will be average 24 minutes (excluding breaks) for a half an hour slot. The episode duration does not include blank inserted for breaks. The episodes of less than 23 minutes duration shall not be accepted. Anchor link shall not be more than 3 minutes with reference to 24 minutes episode.
- b. Each Episode will normally have two breaks. A five-second bumper may precede each break after which there should normally be a 20 second black before beginning of another five-second bumper which is required as a lead into the next segment.
- c. Opening title and signature tune should not be normally 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.
- d. Recapitulation or summary of previous episodes in the Programme proper and Pre-cap shall be normally of 20 second in a 30 minute programme and 30 seconds in a 60 minutes programme. Precap and Recap duration will be the part of episode duration.
- e. End credit should be not more than 30 second in duration and restricted to creative team only. Courtesy credits will not be allowed.

F. OTHER REQUIREMENTS

3. The PRODUCER shall also submit the following: -j

f) Two copies of the script/ screenplay

g) Two copies of Dope Sheets

h) Soft Copy of 10 appropriate high-resolution photographs of each episode-

i) General promos and episodic promos (30 second).

j) General synopsis and episodic synopsis.

4. Copyright permission should have been obtained for all music tracks, archival material and stock footage used. A copy of the letter should be submitted, if required by PRASARBHARATI.

8 D.LABELING INSTRUCTIONS

Telecast master and Back up master shall be labelled as below:-NAME OF

PROGRAMME:

NAME OF EPISODE:

EPISODE NUMBER:

DURATION OF EPISODE:

READING:

9 Schedule-C

SI No	Deliverables	Time Schedule
I. Submission of Scripts		
1	Submission of scripts of first 22 episodes	Within 30 days after signing the agreement
2	Submission of scripts thereafter for each	30 days of previous bunch

	bunch of 22 episodes	of 22 scripts.
3	Approval of scripts by Prasar Bharati	Within 30 days after the receipt of script of episodes
II. Submission and preview of Episodes		
4	Submission of first 22 episodes	Within 90 days after signing of the agreement.
	Preview of first 22 episodes and feedback to the production house	Within 15 days after the receipt of episodes
	Corrections by the production house if any and delivery of final telecast master	Within 7 days after the feedback
5	Submission of 23 rd episodes onward	The episodes scheduled to be telecast in particular week will be delivered at least 10 days before telecast of the first episode of that week
	Preview of the 23 rd episodes onward	Within 3 days after receipt of the episodes as described in #5
	Submission of the corrected episodes by the production house	3 days before the telecast of first episode of the week