

PRASAR BHARATI
(BROADCASTING CORPORATION OF INDIA)
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAWAN, NEW DELHI

Subject : Guidelines for consideration, processing and approval of Commissioned Programmes for Telecast on Doordarshan Channels.

Doordarshan commissions 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 programming. Commissioning of programmes through outside producers will be done by Doordarshan both at Doordarshan Headquarters and Doordarshan Kendras, subject to the availability of funds from time to time.

MODES OF COMMISSIONING

1. Doordarshan may commission programmes in one of the following modes:

a) Single Stage Process (SSP): Doordarshan may invite programme proposals on identified themes/ subjects from eligible producers through advertisement and decision regarding programme assignment would be taken after evaluating the proposals received.

b) Direct Assignment Process (DAP): Doordarshan may commission programme(s) directly from eminent Producers/ Directors/ Production Houses on such terms and conditions and in respect of such topics/ subjects as it may deem fit, in fields where these eminent producers/ directors/ production houses have a proven record.

2. Whenever it is decided to commission programmes from outside producers, DG, Doordarshan (DG, DD) would decide the mode of commissioning to be followed. Direct Assignment would be done through a Committee chaired by the DG. The Committee will include the DG, Doordarshan, two Programme DDGs (including the channel manager), one outside expert to be approved by Production & Content Committee of the Prasar Bharati. The panel will be valid for a specified period. All such direct assignment will, thereafter, be submitted to the board for information.

3. The procedure for commissioning programmes under SSP is explained in the following paragraphs. The procedure for commissioning under DAP shall be determined by the Committee chaired by the DG.

SINGLE STAGE PROCESS

INVITING PROGRAMME PROPOSALS

4. Applications for programmes on identified themes will be invited by the Central Commissioning Unit (CCU) in Doordarshan Directorate (Kashir, North East, Bharati, Urdu and Regional Channels will invite applications separately) by making suitable announcements over its Network, advertising on its website, by notices on Notice Board of Doordarshan Kendras and, if required, also by advertising in newspapers. The notice, inter alia, will give details of the programme categories, genre, theme, subject and number of episodes /hours of programme requirement. The notice will also specify the eligibility criteria for the applicant.

5. DG, Doordarshan reserves the right to make changes in the number of programmes to be commissioned their type/genre, theme/subject and the number of episodes at any stage, and its decision in this regard shall be final.

6. Director General, Doordarshan may commission programmes either on Fixed Budget basis or Assessed Budget 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 Doordarshan whereas in the Assessed Budget mode the episode price would be determined by the Costing Committee.

SUBMISSION OF PROGRAMME PROPOSALS

7. Each programme proposal should contain the following information:

About The Applicant/ Producer

- a) Complete bio-data showing the applicant's production track record with requisite documentary proof.
- b) Financial standing of the applicant/producer, Latest Bank Account Statement, Audited balance sheets. (In case of newcomers who come up with Programmes of exceptional quality, this or the above requirements may be waived).
- c) PAN No., Attested copy of PAN Card, IT returns for the last 3 years.

About The Programme

- d) Subject, title, language, theme, category, genre (e.g. Fiction, Documentary, Quiz, etc.) of the programme,
- e) Detailed story line in case of serials. Story/topic, broad outline of treatment and script for single episode programmes,
- f) Detailed scripts, scenario scripts, screenplay of all episodes with concept and treatment, in case of a short serial of up to 4 episodes. In case of longer serials, synopsis of all episodes or 26 episodes, whichever is less, along with detailed script, scenario script, screenplay for four episodes,

g) Details of the production team including names, bio-data and addresses of the Director, Researcher, script writer, director of photography and music director, along with a written confirmation from each one, agreeing to be engaged for the production of the programme. No change in the production team, once intimated, will be made without the prior consent of DG, Doordarshan.

h) A show reel of the programmes produced by the applicant/producer in the recent past.

i) Cost of production containing the full details of budget break up at pre-production, production and post production stages. (This may be in a separate sealed cover, super scribed, 'Proposed Budget' inside the main cover)

j) For production of quickies, spots, etc. the same details would be furnished along with a complete storyboard and details of postproduction.

8. Each proposal will carry at its first page, an index indicating all the above with their page numbers. All documents/affidavits will be submitted with the proposals. Additional time for submission of such documents will not be given. Original documents will be provided for verification when asked for by Doordarshan.

9. The applicant/ producer shall also submit an affidavit to the effect that information furnished in respect of programmes produced and telecast, financial status and other relevant aspects are correct and that the applicant/ empanelled producer shall have no objection to termination of programme assignment if the information furnished is found to be incorrect.

10. An applicant /producer who has been a defaulter to Prasar Bharati / who has outstanding dues against him will have to clear the dues or get a repayment plan approved before being awarded any assignment.

11. DG, Doordarshan may ask the applicant / producer to make a presentation in respect of the programme proposal submitted by him/her. In such an event, the applicant/ producer must present himself/ herself in person before the Evaluation Committee along with the requisite members of the creative team as may be intimated and make such presentation (with the programme pilot wherever stipulated). Presentation by a person other than the applicant/ producer will not be allowed.

12. The applicant /producer will produce such other documents and provide such other information as may be required by Doordarshan like partnership deeds/memorandum of association and articles of association, certificate of incorporation etc. to establish authenticity of the applicant.

PROCESSING FEE

13. Each programme proposal shall be accompanied by a processing fee of the value of:

a) Rs. 25,000/- (Rupees Twenty five thousand) in the case of a proposal for a National / International channel; and,

b) Rs. 10,000/- (Rupees Ten thousand) in the case of a proposal for a Regional Channel, State Network or Regional/ Local Service.

14. The processing fee shall be submitted in the form of a crossed Bank draft payable to PBBCI, Directorate General, Doordarshan, New Delhi.

15. The processing fee is non-refundable.

EVALUATION

16. Each proposal received will be initially scrutinized on the basis of all submitted documents by a Scrutinizing Committee constituted for this purpose. The committee will be constituted by DG, Doordarshan. The committee will scrutinize the proposals. The proposals found to be complete in all respects will be referred to the Evaluation Committee.

17. Each Channel of DD, insofar as possible, will have a separate Evaluation Committee appointed by the DG Doordarshan. This Evaluation Committee will have not more than 5 (five) official members of the rank of Deputy Director and above. The Committee, in addition to official members, may have upto three (3) outside experts including one lady member. The outside experts will be from the fields of film/TV production, performing art, broadcasting, journalism, literature, management, social sciences etc. Such a panel of outside experts will be prepared by DG, Doordarshan and submitted to the Production & Content Committee for its approval.

18. At the Regional Level, the Evaluation Committee will have not more than 4 official members of the levels of Programme Executive and above. This Committee will be constituted by the Director of the Kendra with the approval of the Regional DDG. At the regional level, the outside experts will be proposed by the regional DDG to DG, DD for approval.

19. The Committee will evaluate proposals mainly on the basis of the presentation and the information submitted about the programme. It will recommend acceptance or rejection of the proposal. In case of rejection, reasons for rejection shall be indicated. In case of acceptance the number of episodes to be commissioned will be decided by the Committee.

COSTING

20. In the case of National Channels, a Costing Committee comprising not more than 5 members of the level of Deputy Director and above, would examine the budget submitted by the applicant for an Assessed Budget Programme(s) and recommend the cost to be awarded per episode in the light of the pre-determined costing parameters. At the regional level, the Costing Committee would comprise of not more than three members of the level of Programme Executives and above.

APPROVAL

21. In case of National Channels, the recommendation of the Evaluation Committee (in case of Fixed Budget Mode), and Evaluation and Costing Committees (in case of Assessed Budget Mode) shall be placed before the DG, DD for approval. In case of the Regional Channels, State Networks, Regional/ Local Services, the recommendation of the Committees will similarly be placed before the Regional DDG for approval.

22. The decision regarding approval will be taken by DG: DD/Regional DDG. Acceptance or rejection of the proposal shall be communicated to the applicants within Thirty days of the decision.

AGREEMENT

23. After approval of a programme, Doordarshan Directorate/Director Regional Kendra will enter into an Agreement with the applicant. The agreement shall, inter alia, indicate the time frame for production and submission of the programme to DD (A specimen agreement is appended).

QUALITY CONTROL

24. To ensure that high standards of quality are maintained throughout in the production, DG, Doordarshan may attach a Production Associate who may associate himself/herself with the production of the episodes of an approved programme. The Producer will necessarily abide by the observations given by the Production Associate nominated by DG, Doordarshan. It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee constituted for the purpose will do the requisite certification before the payments are released. Whenever necessary, the Production associate nominated by DG, Doordarshan may also do an on-the-spot appraisal of any production with a view to ensuring due standards of quality and adherence to the plan submitted by the producer.

PRODUCTION

25. The programme would conform to the technical formats and technical standards approved and notified by DG, DD from time to time (by the Director Regional Kendra at the regional level)

26. The Producer shall produce the programme and supply the episodes finished in all respects. All episodes of the programme shall be supplied within the time frame stipulated in the agreement

27. If there is likelihood of delay in supply of the programme, the Producer shall seek extension of time from DG, Doordarshan/Director of the Regional Kendra as the case may be. The latter may, at his discretion grant such further time as he deems fit or reject the request.

28. Any delay over and above the original/extended period granted would attract interest @ 18% per annum for the delayed period on the amounts paid to the Producer.

29. The Producer shall supply promos (video, audio and print)/ publicity material for the programme.

30. The script and tapes (rough-cuts, final tapes) submitted by the Producer would be previewed by Preview Committee comprising of not more than 3 official members including a technical member and involving two outside experts.

31. If the Preview committee suggests amendments in the programmes the Producer shall carry out the same within the shortest possible time at his own cost.

32. All programmes /episodes shall conform to the Broadcast Code of Prasar Bharati.

33. On completion of the programme/ final episode, the following shall become the property of DD and shall be transferred to and/ or handed over to DD before the release of the final payment of the programme:

a) All scripts and versions of the programme.

b) All masters, shooting tapes along with unedited material, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/ episode shall be handed over to DD along with the delivery of the programme/ episode.

PRODUCTION STANDARDS

34. During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated shall be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard.

a) Graphics, Captions and action shall be within the safe areas.

b) Production tapes shall be of the highest professional quality, recently manufactured. "First usage" of the specified format shall be ensured.

c) Master tape shall have 10 sec. Black, 30 sec. Colour Bar w/t 1kHz tone, 10 sec. Black followed by 10 sec. Countdown in sequence as the programme leader.

35. All the telecast masters would be checked by a designated officer for technical quality and if the tapes are technically rejected by him the Producer shall carry out necessary corrections as desired by him within the shortest possible time at his own cost. The telecast masters submitted after necessary corrections shall be checked for technical quality again and if the tapes fail the technical quality for the second time or on subsequent checks, the Producer would have to pay penalty equal to 1% of the Episode Price for each rejected tape for each rejection.

PAYMENTS

36. Payment for a programme will be made in the following manner:

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

37. Payment of amounts will be released by DG, Doordarshan only against a 100% irrevocable Bank Guarantee. The Bank Guarantee will be for cumulative amounts. The maximum validity period of Bank Guarantee will be six months beyond the period specified in the Agreement for submission of the complete programme to the full satisfaction of Prasar Bharati. In case the Programme is satisfactorily completed the Bank Guarantee will be released within one month of submission of the programme and all other required material.

38. If the Producer fails to submit the programme within the time frame agreed upon, with or without extension, DG, Doordarshan may, at its discretion and in addition to taking any other action, encash the Bank Guarantee without notice to the Producer.

RIGHTS

39. All copyrights, whether vested, contingent or future, including broadcasting rights and new media rights, if any, of a programme commissioned by Prasar Bharati under this scheme and produced by the Producer shall vest with Prasar Bharati in perpetuity. Producer shall indemnify Prasar Bharati against all claims, demands, actions, costs etc. in connection with the programme.

40. The said rights shall, inter alia, include:

a) Masters/negative/rushes rights for all forms of television transmission, including satellite, terrestrial, free-to-air, pay television, DTH, IPTV, DVB (H) etc. in any manner whatsoever, via any medium, method and/ or technology for broadcast/reception now known or hereafter invented.

b) The exclusive global rights for video, cable, radio, website, internet, audio, publishing, merchandising and conversion to feature film, CD, DVD formats with complete language rights in entirety.

41. Prasar Bharati shall be the exclusive owner of the programme worldwide in perpetuity for multiple telecasts on its own channels and/or on other channels.

42. Prasar Bharati shall have the right to exploit the programme by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the programme and to combine it with other material at its discretion. Prasar Bharati shall have the right to insert commercial advertisements in the programme.

43. The Producer shall not have any claim over the revenues earned by Prasar Bharati through advertisements or through any other means in the course of exploitation of the programme.

44. Rights in the literary material/screenplay on which the programme is based, including all the Producer's rights, titles and interests shall stand automatically transferred to Prasar Bharati in perpetuity at the time of delivery of the programme/ episode.

45. If the Commissioned programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and Prasar Bharati.

PENALTY

46. If the Producer fails to supply the promo for build up publicity, DD may impose a penalty of Rs 50,000 and if the Producer fails to supply episodic promos/ episodic publicity material, DD may impose a penalty of Rs 5000 for each episode for which such material is not supplied.

47. The amount of penalty and interest shall be deducted from the episode price payable to the Producer. **Paras 28, 35 and 38 may also be seen.**

APPEAL

48. An applicant, whose proposal for programme assignment has been rejected, may, if he/she so desires, make a written application to CEO, Prasar Bharati for the National Channel and DG, DD for Regional Channels, for reconsideration of his/her proposal indicating the ground on which the proposal may be reconsidered.

49. The application to this effect shall be made by the applicant within a period of one month of the issue of the letter conveying the rejection of the proposal.

50. The application for reconsideration in respect of the programme proposal shall be accompanied by a non-refundable fee equal to the processing fee for the programme proposal, in the form of a crossed bank draft payable in favour of PBBCI, DG: Doordarshan, New Delhi.

51. The application for reconsideration in respect of a programme for the national channel shall be placed before a Production & Content Committee. The decision of the committee in the matter would be final. No further request for reconsideration of the proposal shall be entertained.

52. The application for reconsideration in respect of a programme for a regional channel shall be placed before a Reconsideration Committee constituted by the Director General, Doordarshan. The Reconsideration Committee will submit its recommendation to the Director General, Doordarshan. The decision of the Director General, Doordarshan in the matter would be final. No further request for reconsideration of the proposal shall be entertained.

53. The decision pertaining to the reconsideration will be communicated to the Producer within 30 days of such decision being taken.

GENERAL

54. In case of National Channels all Committees except for Reconsideration in respect of the programme proposal will be appointed by DG, DD. At the Kendras these will be constituted by the Director with the approval of the Regional DDG except the Reconsideration Committee, which will be appointed by the DG. The minimum quorum in committees will be defined by the appointing authority

55. 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 relatives is an applicant and that he/she is not in any way associated with the proposal under examination.

56. No Government servant will be allowed to apply as a producer under these guidelines. Members of immediate family of Prasar Bharati officials (including DD/AIR) are barred from applying as producers.

57. Any regular employee of a private TV channel operating in India is neither permitted to produce any programme for Prasar Bharati nor be made a member of any of the Committees envisaged in these guidelines.

58. Such Producers who lodge complaints against commissioning undertaken by Prasar Bharati will be disqualified from commissioning for a period of two years if the complaint is found to be frivolous or mischievous. Producers who have been charge-sheeted for criminal cases, who are blacklisted by Prasar Bharati are not eligible to apply.

59. Normally more than one proposal from members of the same family, Production House/Producer will not be considered keeping in view principles of equity and natural justice.

60. Notwithstanding anything contained in these guidelines, Doordarshan may, with the prior approval of the Production and Content Committee.

i) Accept any proposal for telecast of TV programmes under this scheme in relaxation of any of these guidelines;

ii) Accept a proposal suo moto on its merit as per channel and programming requirement.

These guidelines broadly define the policy and procedure of General Commissioning. Exact details of the specific commissioning requirements would be available in the advertisement as and when issued. Guidelines for Commissioning for Kashir Channel and the North East have been notified separately.

(APPROVED IN THE 103RD MEETING OF THE PRASAR BHARATI BOARD HELD ON 7TH JUNE, 2011)

[Download Guidelines for Commissioned Programmes](#)

AGREEMENT FOR COMMISSIONED PROGRAMME

THIS AGREEMENT is made on this _____ day of _____ 2007 at NEW DELHI, between Prasar Bharati (Broadcasting Corporation of India), a body corporate established under Prasar Bharati (Broadcasting Corporation of India) Act, 1990, through the Director General: DOORDARSHAN, having its office at DOORDARSHAN Bhawan, Copernicus Marg, New Delhi – 110 001, hereinafter referred to as “PRASAR BHARATI” which expression unless repugnant to the context or meaning thereof, shall mean and include all its officers, successors and assigns of the FIRST PART.

AND

M/s. _____, hereinafter referred to as the “Producer” which expression unless repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, successors and assigns of the SECOND PART.

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

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

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

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

1. **DEFINITIONS AND INTERPRETATION:**

- (i) “Agreement” means this agreement and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference and also includes any extensions / addendum(s) / amendments, if any, to this Agreement.
- (ii) “Episode(s)” means episode numbering _____ (inclusive), each episode of a duration of 22^{1/2} Minutes in a 30 minute slot and any extensions thereof.
- (iii) “Delivery Material” means tapes and other Publicity Material as defined below.
- (iv) “Merchandising Rights” means the right to manufacture, sell and / or otherwise distribute in connection with the Programme or characters of the Program, goods of all kinds, which means & include reproducing, depicting or decorating with the faces of the characters in the Program or scenes and symbols used in the PROGRAMME on, without limitation, clothing, footwear, brochures, posters, albums, activity books, toys, games and computer games, novelties, books, magazines and any other goods deemed fit by PRASAR BHARATI.

shall carry out the same at its own cost within the time period stipulated by Prasar Bharati. Delay beyond the stipulated period will attract penalty as in sub-clause IV above.

(ix) On completion of the programme/ final episode, the following shall become the property of Prasar Bharati and shall be transferred to and/ or handed over to it:

a) All scripts and versions of the programme.

b) All masters, shooting tapes along with unedited material, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/ episode shall be handed over to DD along with the delivery of the programme/ episode.

(x) During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated shall be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard. The technical standards and specifications are set out in Schedule-C.

(xi) Prasar Bharati would check all the telecast masters for technical quality and if the tapes are technically rejected by Prasar Bharati the Producer shall carry out necessary corrections as desired by Prasar Bharati within the shortest possible time at his own cost.

(xii) The Producer agrees to supply program and episode maintaining excellence in technical and aesthetic standards of production. The program shall not, without the prior written consent of PRASAR BHARATI, contain any third party material or any visually identifiable references to any merchandise goods or services and Producer shall not enter into any arrangement with any third party for the placement of any product or enter into any tie-up or sponsorship arrangement in connection with the program.

(xiii) It shall be the responsibility of Producer to ensure that all the clips used in the program, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that have rights on the clip, to enable PRASAR BHARATI to exercise its rights in the program

(xiv) The Producer shall not change the story line, Star Cast, creative team or technical crew of the PROGRAMME without prior permission of PRASAR BHARATI.

(xv) The Producer shall deliver the Episode(s) of the Program to DOORDARSHAN in the manner stated in Schedule "B" at the address set forth or any address as informed from time to time.

(xvi) The Producer agrees to provide the publicity material, i.e., transparencies (slides), still photos, synopsis, etc. from time to time as required by PRASAR BHARATI without any delay as per the delivery schedules as required / mentioned by an authorized representative of PRASAR BHARATI.

(xvii) To ensure that high standards of quality are maintained throughout in the production, Prasar Bharati may attach a Production Associate who may associate himself/herself with the production of the episodes of an approved programme. The Producer will necessarily abide by the observations given by the Production Associate nominated by Prasar Bharati. It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee constituted for the purpose will do the requisite certification before the payments are released. Whenever necessary, the Production associate nominated by Prasar Bharati

may also do an on-the-spot appraisal of any production with a view to ensuring due standards of quality and adherence to the plan submitted by the producer.

(xviii)The Producer shall supply promos (video, audio and print)/ publicity material for the programme.

3. CONSIDERATION

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

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

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

- (ii) All sums payable under this Agreement shall be subject to deduction of tax at source under the Income Tax Act, 1961, amended from time to time and also levies that may be applicable as per the statutes / law in India.
- (iii) The Producer acknowledges and agrees that it will be responsible for payment of all costs, expenses, liabilities etc. of any nature whatsoever incurred in the production of the programme and shall not be entitled to any amount from PRASAR Bharati other than the consideration as specified clause (i) above. The Producer acknowledges and agrees that it will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to it hereunder, including but not limited to income tax, disability, unemployment and worker's compensation insurance. The Producer warrants and represents that it will make all necessary payments due to governmental agencies to comply with the foregoing and will indemnify and hold PRASAR BHARATI harmless against

all claims, damages, costs and expenses including reasonable attorney's fees arising out of any breach of the foregoing.

4. RIGHTS

- (i) The Producer hereby assigns to PRASAR BHARATI, the entire copyright, whether vested, contingent or future, all rights of action and all other rights whatsoever in and to the PROGRAMME, whether now known or in future created for the full period of copyright throughout the world, including all renewals, reversions and extensions, if any. It is agreed that PRASAR BHARATI may exercise the rights granted herein at any time and even after a period of one year from the date of assignment and the provisions regarding lapsing of assignment contained in Section 19 (4) of the Copyright Act shall have no application/effect on this agreement.
- (ii) The above mentioned rights shall also mean include:
 - a) Masters / negative / rushes rights for television transmission on satellite, terrestrial, free to air, pay television, direct to home, etc. whatsoever in any manner via any medium, method and / or technology, now known or hereafter invented.
 - b) Right to telecast the Program on any airline, in any hotel and on any ship at sea or otherwise.
 - c) The Right of title thereof including but not limited to rights for dubbing the Program in any language at the discretion of PRASAR BHARATI, concept formats, outlines, treatments, scripts, video rushes, stock shots, stills and title songs (if any) used in the Program, with complete audio format(s) of music tracks upon which the Program is based and also the audio format rights in and to the Program with regard to the content of the Programmes.
 - d) The exclusive right (globally) for video, cable, radio, website, Internet audio, publishing, and conversion to feature film, CD, DVD formats with complete language right in entirety.
 - e) The exclusive merchandising rights and packaging rights.
 - f) PRASAR BHARATI shall be the exclusive owner of the program worldwide in perpetuity for multiple telecast on its own channels or on other channels.
- (iii) All rushes, tapes for the Program shall be submitted by the Producer on demand to PRASAR BHARATI. On termination of the contract all rushes shall be returned to PRASAR BHARATI within 15 days of the notice of termination.
- (iv) The Producer warrants and acknowledges that PRASAR BHARATI shall have the right to exploit the Program by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the Program, and to combine them with other material at its discretion. PRASAR BHARATI shall also have the right to edit, alter and modify the Episodes of the Program to the extent necessary for scheduling, technical purposes and censorship approval provided that such editing shall not, as far as possible, impair the integrity or quality of the Program.
- (v) The Producer acknowledges that all commercial time associated with the programme shall vest exclusively in PRASAR BHARATI, which may deal with the same as it deems fit. The quantum of commercial time to be associated with the programme, whether before, during or after the programme shall be at the sole discretion of Prasar Bharati. PRASAR BHARATI shall have right to insert commercial advertisements of its choice in the program. The Producer shall have no claim over the revenues earned by PRASAR BHARATI through advertisements or through any other means in the course of exploitation of the program.
- (vi) The Producer irrevocably and unconditionally waives all its rights relating to its services and the Delivery and Publicity Material to which it is now or may in future be entitled pursuant to the provisions of the Copyright Act, 1957, amended from time to time.

- (viii) Rights in the literary material on which the program is based, including all the Producer's rights, titles and interests shall stand automatically transferred to DOORDARSHAN at the time of delivery of the program / episode.
- (ix) PRASAR BHARATI shall be at liberty to telecast the PROGRAMME on its channels at its discretion.
- (x) The Producer acknowledges that its services hereunder shall be performed pursuant to the full direction, creative and business control of PRASAR BHARATI and all artistic, literary, dramatic, vocal and musical materials delivered by the Producer are works specially ordered or commissioned by PRASAR BHARATI for use as a part of an audiovisual, audio work and accordingly the Producer expressly agrees and assigns irrevocably all types of intellectual property rights in and to the program worldwide in perpetuity including the copyright to the title, concept, segments, songs, music and episode of the program and any renewal or extension thereof to PRASAR BHARATI.

5. INFORMATION REGARDING MUSIC

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

6. PENALTIES

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

7. WARRANTIES

The Producer hereby warrants and agrees that:

- (i) The program, when delivered, will be free and clear of any lien or claim by any third Party including without limitation any claim by any union or guild including any residuals or re-use fees.
- (ii) The Producer is free and has full right and authority to enter into and perform this Agreement and has not entered into any other agreement, and shall not enter into any other agreement and/or make any arrangement concerning the programme which may conflict with this agreement or in any way interfere with the full and complete performance of its obligations to PRASAR BHARATI and that it shall not be entitled for any compensation in connection with the production of the Episode(s) of the Program, other than as herein provided in this Agreement.
- (iii) The Program shall be original and shall not be obscene, libelous, blasphemous or defamatory of any event / and or person deceased or alive or infringe the copyright, the trade mark, trade name, copyright, right of privacy or publicity, property rights or of any other right of any party and also will not constitute unfair competition or defamation or breach of contract; and / or any other right of whatever nature of any third party.
- (iv) The Producer shall deliver the Episode(s) of the Program and all the Delivery Material to DOORDARSHAN free and clear of all recording synchronization, mechanical and or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipments or otherwise in

connection with the production of the Program shall have been paid for in full by Second Party on or before delivery.

- (v) The Producer shall obtain prior to the delivery of Episode(s) of the Program to PRASAR BHARATI, all of the rights, permissions and licenses which may be required to enable PRASAR BHARATI to exploit the Program as contemplated herein without any additional cost or expense to PRASAR BHARATI. In case, limited rights are obtained by the Producer, PRASAR BHARATI shall be informed in advance and in writing of such limitations.
- (vi) The Program, which the Producer delivers, will be suitable for the purpose for which it is intended.
- (vii) The Producer will cooperate with PRASAR BHARATI to protect PRASAR BHARATI's ownership and rights in and to the Program; including, without limitation, promptly notifying PRASAR BHARATI of any infringement of the Episode (s) of the Program of which Second Party becomes aware.
- (viii) The Producer has not entered into any similar Agreement with any channel or any entity whatsoever, engaged in the business of sourcing/supplying television programs as with PRASAR BHARATI. The Producer further undertakes that during the pendency of the present Agreement it will exclusively carry out its services for DOORDARSHAN with regard to the same kind of Programme. In case, the Producer contemplates to render its services to any other channel or entity competing with or carrying out similar business to PRASAR BHARATI, the Producer shall obtain prior written permission of PRASAR BHARATI.
- (ix) The Producer does not owe any amount to Prasar Bharati on any count whatsoever.

8. PARTNERSHIP

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

9. TERMINATION

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

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

10. RIGHTS TO USE NAME AND LIKENESS

PRASAR BHARATI may use and authorize others to use the name of Producer and of all personnel employed by producers in connection with the Program or any elements thereof, for the purpose of advertising, incorporating the Program in whole, or in part.

11. RESTRICTION ON USE OF TRADEMARK

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

12. INDEMNITY

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

13. GENERAL

- (i) All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective parties at the addresses set forth in the Agreement.
- (ii) The Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties.
- (iii) The Producer specifically agrees and undertakes that it has no right to further assign or transfer any of the rights and privileges that vest or will vest in PRASAR BHARATI in terms of this Agreement, or delegate in any manner whatsoever any of responsibilities, as encompassed in terms of the present Agreement, to any third party.
- (iv) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement
- (v) In the event that any provision of this agreement shall be held by a Court of Law to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.

- (vi) The Producer agrees to execute and deliver to PRASAR BHARATI all documents or do any acts which PRASAR BHARATI may reasonably deem necessary to effectuate the intent of this Agreement, and perfect the rights granted herein.
- (vii) The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.
- (viii) The Guidelines for Commissioned Programmes approved in the 78th meeting of the Prasar Bharati Board held on 4th August, 2007 shall be deemed to be a part of this agreement.

14. ARBITRATION

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by the Chief Executive Officer, Prasar Bharati (BCI), and the decision of the Arbitrator shall be final and binding on both parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be _____.

15. JURISDICTION

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

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

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

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

By (Name)
Designation.....

By (Name)
Designation.....

WITNESSES:-

1.
Name.....
Age.....
Address.....

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

SCHEDULE "A"

TITLE :
DURATION
EPISODES

CREATIVE TEAM

| SL. No. | Designation | Name | Father's Name | Address | Contact Number |
|---------|-------------|------|---------------|---------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |

TECHNICAL CREW

| SL. No. | Designation | Name | Father's Name | Address | Contact Number |
|---------|-------------|------|---------------|---------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SCHEDULE-B

1. NATURE OF THE PROGRAM

The Program “_____” will consist of _____ episodes as per Schedule-A and any extensions thereof.

2. DESCRIPTION OF SERVICES

Second Party shall create, compose, shoot, produce, post - produce, edit and deliver to PRASAR BHARATI the Episodes of the Programme titled “_____” within - months of the approval of the script by Doordarshan. Duration of each episode shall be 22^{1/2} minutes in 30 minutes slots.

3. PERSONS TO BE CONTACTED

From Second Party

Name :

Designation :

Telephone No :

From PRASAR BHARATI

Name :

Designation :

Facsimile No :

Telephone No :

Current incumbent of this post is

SCHEDULE – C

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

A PRODUCTION

a. *Graphics, Captions and action shall be within the safe areas.*

b. Production tapes shall be of the highest professional quality, recently manufactured. "First usage" of the specified format shall be ensured.

c. Master tape shall have 10 sec. Black, 30 sec. Colour Bar w/t 1khz tone, 10 sec. Black followed by 10 sec. Countdown in sequence as the programme leader.

d. Each episode shall be produced and edited into a package ready for broadcast on television in a Beta SP/ DVC Pro 50/other format as per the technical guidelines provided to Second Party by PRASAR BHARATI.

e.

Duration of each episode will be 22½ minutes (excluding breaks) for a half-hour slot and 45 minutes (excluding breaks) for a one-hour slot. Please note that programme duration does not include blank inserted for breaks. No programme should exceed 22 ½ 45 minutes under any circumstances.

B. TECHNICAL

1. For DD National, DD: Bharati, DD: India and DD: Sports DVC PRO 50 Format is to be adopted.

2. For others, respective Kendra will specify the format i.e. Beta SP, D-9 or DVC PRO 50.

3. The producer shall submit the following tapes after the completion of the programme to PRASAR BHARATI (Doordarshan),

(Attn.:.....Tel.; Fax:):

a) Beta S.P./DVC PRO-50/D9 (as applicable). Master tape with full mix audio on CH#1 and CH#2 and on CH#3 and CH#4 stereo audio.

b) Unmixed tapes containing effects, music on one track and commentary / dialogue on the other track.

c) All shooting tapes including un-edited and unused shooting material.

d) DVD / VHS copy of (a) with time code.

e) DVD/ VHS copy of (a) without time code

f) Back up tape with dialogue track on CH# 1 full mixed audio on CH#2 and stereo audio on CH#3 and CH#4.

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

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

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

5. All tapes must have one continuous Time Code Track.

6. Production Standards :

- a) System : PAL-B in all respects of bandwidths, timing and frequency response
 2:1 Interlace
 625 lines, 25 frames/ s 50 fields/s
 4:3 Aspect Ratio

Identical and coherent audio on both audio channels.

- b) (i) Analog (Applicable to Betacam SP Format):
 Type : Component
 Bandwidth / S/N : Luma-4.5 Mhz/ 51 dB
 Chroma -1.5 Mhz/53 dB

Level : 1 Volt(P-P) (Syne:0.3 V, color Burst: 0.3V) across 75 ohms
 Audio : 2 x linear

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

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

Level 0.8 Volt across 75 ohms.

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

C. PROGRAMME CREDITS

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

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

D. OTHER SUBMISSIONS

1. a) Two copies of the script/ screenplay
 b) Two copies of Dope Sheets

- c) Appropriate 10 high-resolution photographs of each episode with CD.
 - d) General promos and episodic promos in case of serials (30 seconds).
- General synopsis and episodic synopsis in case of serials.

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

E. LABELING INSTRUCTIONS

The broadcast and back up Beta Masters / DVC Pro-50 must be labeled as follows :

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