

AGREEMENT

This is an Agreement made on this, _____ day of _____ two thousand _____ between _____
_____ (hereinafter called the 'Producer' which expression shall, unless otherwise required, include his heirs, executors, successors, and his permitted assignees) of the one part and the Chief Executive Officer, Prasar Bharati, Broadcasting Corporation of India (hereinafter called the 'Prasar Bharati, Broadcasting Corporation of India') acting through the Director General, All India Radio, Prasar Bharati, New Delhi, of the other part.

2. Whereas the Prasar Bharati, Broadcasting Corporation of India has decided to produce quality dramatic plays/ music programmes/ other programmes on the terms and conditions hereinafter contained.

3. And whereas, the Producer has projected that he does not owe any dues to be paid to Prasar Bharati and that he has never been debarred for any transaction with Prasar Bharati.

4. And whereas, the Producer has offered his service to produce the serial/play/music programmes/other programmes titled as _____ to the satisfaction of Prasar Bharati, Broadcasting Corporation of India with undertaking that he would not make any change in the Constitution of members of creative team as mentioned by him in his proposal without prior approval of DG:AIR.

5. The producer on his own behalf and on behalf of the Company hereby undertakes to indemnify and continue to indemnify Prasar Bharati, its employees, agents, and assigns against all claims by any third party including demands, actions, legal proceedings, damages, liabilities, costs, legal fees actually incurred by Prasar Bharati which may arise directly or indirectly out of aforementioned aspects or out of any of representation made by producer or his company if found untrue on the eventuality of Broadcast by Prasar Bharati.

6. The proposal and the script for production of Radio Serial titled as _____ was earlier not submitted by me or my company to All India Radio for Commissioning under Software Plan Scheme 2009 nor it was submitted earlier in its present form or any other form/ title to Directorate General: All India Radio or to any of its Stations as also to any private channel.

7. And whereas, the Producer understands that if aforementioned declarations are found false at any stage of Production, he shall be debarred to have any transaction with Prasar Bharati in future and also that on such eventuality this agreement shall become a nullity.

8. And whereas, on the aforementioned declarations of the Producer, Prasar Bharati Broadcasting Corporation of India has decided to engage and the Producer M/s_____ have agreed to produce the said serial/play/music programmes/other programmes.

9. Now it is hereby mutually agreed by and between the parties hereto as under:-

i) The producer shall, in consideration of the payment to be made to him as indicated hereinafter, write script, record, direct, produce, edit, put background music and in all respects complete the serial/play/music programmes/other programmes in Hindi.

ii) The producer shall receive a payment of Rs._____ (Rupees_____ _only) per episode, including payment of Royalty to the Author or his/her legal heir (s), as the case may be. Payment of Royalty to the Author or his legal heir(s) shall be responsibility of the Producer and Prasar Bharati, Broadcasting Corporation shall have no liability in respect of Payment of Royalty.

iii) The serial/play/music programmes/other programmes will comprise_____ episodes, each of duration of _____ minutes.

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iv) The producers shall, at the request of Director, General, All India Radio or his nominees, increase the length or any part of the episode, without any additional payment to him provided the total of the length does not exceed the maximum length stipulated i.e. 30 minute. If the number of episodes as extended by the producer is beyond the number of episodes agreed upon initially, the producer shall not be entitled to any additional payment.

10. The producer shall hand over to the All India Radio the following material in respect of the said serial/Play/music programmes/other programmes.

i) episode- wise synopsis

ii) complete scripts- three copies (along with original in case of adaptation)

iii) Two copies of the recordings burned at the rate of 32 kbps (writing speed) on two separate Audio CDs-Rs (700/800 MB), programme recorded at 44.1 KHz Sampling Rate, 16 bit resolution, stereo mode and PCM linear wav format with professional quality. In case of programme recorded on Hard Disc based Multi-Track recordings of Music/Musical Programme two copies of burned Audio CD-Rs with above said parameters of Stereo Recording after mixed down session and mono recording two copies of burned Audio CD-Rs mixed from recordings done earlier on Hard Disc Based multi track system.

iv) 3 copies of cue sheets containing details regarding the producer, all participants and effect material used.

v) Complete details of discs used, if any, are also to be included, such as name of the producer, name of disc manufacturer, coupling number, duration etc.

11. The producer shall carry out the entire production work and shall himself arrange for all materials at his cost to be used in connection therewith in pursuance of and in accordance with the instruction which may be from time to time given and furnished to him by the Prasar Bharati, Broadcasting Corporation of India or any officer or authority specified by it in writing. In this behalf in particular and without prejudice to the generality of the above, the producer shall have the serial/play/music programmes/other programmes approved by the Director General, All India Radio (or any officer or officers of All India Radio Authorised by the Director General, All India Radio in this behalf) at each of the following stage of services rendered by the producer:

- a. After completion of scripts
- b. After recording of each episode, for screening by Directorate General, All India Radio
- c. On delivery of the episodes on dates to be mutually agreed upon.

12. The entire work specified and provided for in these presents shall be executed in the best professional skill and standards, agreeable to the particulars contained herein or implied hereby and to such other additional particulars and instructions as may be found requisite to be given by the approving authority during the carrying out of work and otherwise to the entire satisfaction of the approving authority and the instructions and directions which the producer may from time to time receive from the Director General, All India Radio or his authorised nominee shall be complied with by the producer. The Director General, All India Radio shall have full liberty at all times to inspect, examine and test the materials and workmanship and may at any and every time reject any or all other material or workmanship which may seem to it defective or unfit for the purpose to which they are applied or intended to be applied or not in accordance with the description mentioned in or intended by the instructions and directions herein contained or as may be given from time to time.

13. All such work as is not in accordance with the script as finally approved by the Director General, All India Radio or is not in accordance with the directions of the Director General, All India Radio or is composed of materials disapproved by him or the workmanship whereof is disapproved by him shall be removed by the producer at his own risk and costs and shall be re-executed by him at his costs and expenses, to the satisfaction of the approving authority.

14. Without prejudice to the above, if at any of the stages referred to above, the material or any part of the serial play as the case may be, is not finally approved by the Director General, All India Radio (in this respect the opinion of the Director General, All India Radio shall be final and binding on the producer) the contract, to the extent of the serial/play/music programmes/other programmes not approved, will be deemed not to have been performed by the producer, and the Prasar Bharati, Broadcasting Corporation of India will not be liable to pay any amount to the producer in respect of any expenses incurred or services rendered by him on account of the production of the part of the serial/play/music programmes/other programmes not approved.

15. The producer shall hold the serial/play/music programmes/other programmes and other material during its production and until its delivery to the Prasar Bharati, Broadcastion Corporation of India at his own risk and shall take all necessary measures to preserve and protect it from all risks including that of fire and shall hand over to the Prasar Bharati, Broadcasting Corporation of India on completion the entire work in perfect and finished condition. The producer shall also retain a copy of the recording of each episode till the date it is broadcast.

16. This agreement is declared to be personal to the producer. He shall not assign or transfer this agreement or any part thereof or any facility thereunder to any other persons nor shall give by way of sub-contract the production work of the serial play of any part thereof to any other person without the previous consent of the Prasar Bharati, Broadcasting Corporation of India in writing.

17. If the producer shall neglect or fail to comply with any notice, requisition, order, instructions or directions of the Prasar Bharati, Broadcasting Corporation of India or the Director General, All India Radio or if at any of the stages specified in clause 2 thereof, the material or the serial/play/music programmes/other programmes as the case may be is not finally approved by the Director General, All India Radio or if it shall appear to the Prasar Bharati, Broadcasting Corporation of India or the Director General, All India Radio that the producer has failed to fulfill any of the terms and conditions of this agreement or is making default in prosecution of the production work of the serial/play/music programmes/other programmes or any part thereof or anything connected therewith with due and sufficient diligence and care, the Prasar Bharati, Broadcasting Corporation of India may cancel this Agreement.

18. The producer shall be bound to deliver to the Director General, All India Radio (a) two copies of script of the first two episodes of the serial/play/music programmes/other programmes for the approval immediately before commencement of and (b) two copies of the scripts of subsequent episodes, within thirty days of the receipt of the approval of production. In the event of the scripts being disapproved by All India Radio, the producer shall make available to All India Radio revised script incorporating the alternations and modifications suggested by All India Radio or any officer or authority acting on its behalf, within fifteen days of the date on which such instructions are communicated to the producer the producer shall further be bound to deliver the serial/play /music programmes/other programmes in the following manner:

- i) Pilots of the first two episodes must be delivered to the Director General, All India Radio for approval within four weeks from the date of receipt of the approval of scripts/receipt of first instalment, by way of advance payment(if advance money has been availed by the producer).
- ii) The producer will be given a time frame of six months to complete the production. Any deviation from the time frame to complete the production within the stipulated time will attract penalty @ 18% per annum penal interest on the money advanced to them. Any delay beyond agreed time frame will result in the encashment of the bank guarantee, by AIR. Extension of time frame will be at the discretion of AIR.

19. All the costs, charges, expenses, incurred in connection with this agreement including stamp duty and all other disbursement shall be paid by the producer.

20. Once produced, the said serial play/music programme/other programme will be the absolute property of All India Radio, and All India Radio will have complete royalty rights of the recording to broadcast it in Home or External Services of All India Radio from more than one transmitter or for commercial release in the market in any form. All India Radio will also have the right to supply its recording to any foreign broadcasting organisation in its original or in an edited form and to replay or allowed to be relayed/replayed by any foreign broadcasting organisation . On the mode of exploitation of the programme in any way, the producer shall have no extra claim for the same.

21. Without prejudice to aforementioned rights, AIR interalia shall also have following rights:

- (a) Rights for all forms of transmission, including satellite, terrestrial, free-to-air, DTH, mobile, 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 radio, website streaming, internet, audio, publishing, merchandising and conversion to CD or any other audio formats with complete language rights in entirety.

22. The afore mentioned rights offered by producer to Prasar Bharati are with the clear understanding of both parties that the same do not infringe the copyright or any other right of any person.

23. In case the outside producer avails the advance, the schedule of payment to such producer by All India Radio would be as follows:

- (a) Signing the Agreement & Script approval - 40%
- (b) Approval of first two episodes - 20%
- (c) On approval of final project - 40%

All payments will be released by AIR only against and after submission of 100% irrevocable bank guarantee for covering the entire period of production. The Bank Guarantee submitted by the outside producer will be released/discharged only after submission and approval of all episodes of the project/programme.

24. The producer shall furnish a Bank Guarantee for Rs. _____
(Rupees _____ only)
to indemnify All India Radio, in the event the producer fails to fulfill his obligations, in toto.

25. The terms and conditions mutually agreed upon shall be subject to force majeure. On such eventuality neither the Prasar Bharati, Broadcasting Corporation of India nor the producer shall be considered in default in the performance of their obligation herein. If such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, fire or flood to the extent or as to stop the production or an act of God or of any other cause whatsoever of similar nature, beyond reasonable control of the party affected any of the party to this Agreement shall not be consumed as defaulter. Should one or both parties be prevented from carrying out his or their contractual obligations, or if force majeure conditions last continuously for a period of more than six months, the parties shall consult each other regarding future implementation of the Agreement.

26. All disputes and difference arising out of or in any way touching or concerning this agreement whatsoever except the dispute or differences for which provision for settlement has already been expressly provided, shall be referred to the sole arbitration of The Arbitrator appointed by the CEO Prasar Bharati Board. The award of such arbitrator shall be final and binding on the parties to this agreement.

27. In witness whereof _____
for and on behalf of the Chief Executive Officer, Prasar Bharati, Broadcasting Corporation of India and Shri/ Smt. _____
have hereunto set their respective hands on the day and your first herein above written.

Signed, sealed and delivered by
the producer in the presence of

Signed, sealed and delivered by the
producer in the presence of

Signature

BANK GUARANTEE

**Chief Executive Officer
Prasar Bharati, Broadcasting Corporation of India,
Through Director General,
All India Radio,
Akashvani Bhavan,
Sansad Marg,
New Delhi- 110001.**

Dear Sir,

In consideration of the Chief Executive officer, Prasar Bharati, Broadcasting Corporation of India, hereinafter called the Prasar Bharati, Broadcasting Corporation of India, to engage M/s _____ (hereinafter called the producer), to produce the serial play/ music programmes/ other programmes entitled _____ we _____ a body corporate constituted under the Banking Companies (Acquisition & transfer of undertaking) Act, 1970, having its

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Head Office at_____ and a branch office amongst other places at_____ do hereby unconditionally and irrevocably undertake to pay to the Prasar Bharati, Broadcasting Corporation of India on Demand without demur any claim upto a maximum of Rs._____ (Rupees_____) that may arise due to failure on the part of the Producer to deliver the programme entitled_____ within the period allowed to them under the agreement dated_____ entered into between the Producer and the Prasar Bharati, Broadcasting Corporation of India for such work and for any other violation of stipulations of said agreement .

We further agree that this guarantee shall not be affected by the Prasar Bharati, Broadcasting Corporation of India taking from the Producer any securities or varying the same or giving up any such securities.

We further agree that the Prasar Bharati, Broadcasting Corporation of India shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time for payment from time to time or to postpone for any time or from time to time any of the powers exercisable by the Prasar Bharati, Broadcasting Corporation of India against the Producer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from the liability by reason of any such or other matter whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Notwithstanding anything mentioned hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) it will remain in-force upto _____ unless an action to enforce any claim under the guarantee is filed against us on or before _____ and on settlement of such claim all your right under said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder irrespective of whether or not the original guarantee is returned to us.

Yours faithfully,

Place :

Date :