

SLOT SALE AGREEMENT

The Agreement is made this _____ day of _____ 2016 between:

Prasar Bharati (Broadcasting Corporation of India) through the Director General: Doordarshan, DD Bhavan, Copernicus Marg, New Delhi-110001, hereinafter referred to as PB, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns of the FIRST PART

AND

_____ Ltd. a company incorporated under the Companies Act, 1956 having its registered office at _____, hereinafter referred to as the PRODUCER, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns of the SECOND PART.

WHEREAS

Pursuant to its Slot Sale Policy, PB had issued an RFP for sale of slots on Prime Time of Doordarshan National Channel through e-auction.

The Producer was the successful bidder for the weekday/weekend _____ to _____, ____-____pm slot on DD National Channel having bid Rs. _____ for the slot.

Accordingly Letter of Award dated _____ was issued to the Producer informing it of its bid having been accepted and calling upon it to furnish a Performance Bank Guarantee equivalent to the Slot Fee for 120 days, from any nationalized bank valid for 36 months with claim period of 39 months.

The Producer has furnished a Performance Bank Guarantee in the sum of Rs. _____ issued by _____ Bank.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

RIGHTS

1. In consideration of the Slot Fee agreed to be paid by the Producer and its undertaking to adhere to the terms of the RFP dated _____ PB hereby allots the weekday/weekend _____ to _____, ____-____pm slot on DD National Channel to the Producer for a period of three years commencing from the date of the first telecast in the Slot.
2. The allotment of the slot for a period of three years commencing from the date of the first telecast in the Slot is subject to satisfactory performance of programmes in terms of production quality, content, viewership ratings, timely payment of dues, observance of programme code, code of commercial advertising, and applicable constitutional and legal provisions and adherence to the terms of this agreement by the Producer.

CONSIDERATION

3. For the first six months counted from the date of the first telecast, the PRODUCER shall pay slot Fee to PB at the rate Rs _____ (exclusive of all applicable taxes applicable at any time during the contract period). All taxes shall be extra and shall be payable by the Producer.
4. After every six months the slot fee may be increased by PB based on the viewership ratings.
5. First review for enhancement of the Slot Fee will be undertaken at the beginning of the third quarter of the first year and reviewed periodically thereafter on the basis of the following formula:
$$I = (GVL - B) \times IF$$

Where
I = Increment.
GVL = average GVL (Gross Viewership in Lacs of BARC) of the programme during the preceding quarter.

B = Benchmark GVL is the GVL maintained by Doordarshan in the last 3 months prior to start of the programme.

IF = Increment Factor would be 1% of the Slot Fee.

6. The increment in the Slot Fee will be subject to a cap of 10% of the Slot Fee during the first year of commencement of the programme(s).
7. Second and third reviews will be undertaken after completion of the 12 months and 18 months respectively. Enhancement will be as per the formula given above, subject to a cap of 15% of the Slot Fee.
8. Fourth and fifth reviews will be undertaken after the completion of 24 months and 30 months respectively. Enhancement will be as per the formula given above, subject to a cap of 25% of the Slot Fee.
9. There will be no reduction in the slot fee subsequent to its fixation, even if the ratings go down.

UTILISATION OF SLOTS

10. The Slot shall be utilized by the PRODUCER for telecast of new/fresh programmes to be produced by it under the category of general entertainment programmes, adhering to the programming code and all applicable laws. Programmes already telecast on any Doordarshan or private channel will not be accepted by PB.

PRODUCTION OF PROGRAMMES

11. The programmes must be produced originally in HD 1920x1080 format or better format and must be provided in XDCAM SD MPEG 4:2:2(Blue Ray)/Hard Disk or any other format prescribed by PB. The Programme duration shall not exceed 24 minutes.

SUBMISSION OF PROGRAMMES

12. The Producer shall submit to PB within the time prescribed by it:
 - a. The concept, script and complete details of the programme to be produced by it including the estimated number of episodes.
 - b. One pilot episode of the serial/programme if so required by Doordarshan. In case of rejection of pilot or delay in preview, Doordarshan will not be responsible for the financial loss in any manner. In case of game shows and musical reality shows where a pilot may not be possible, the Producer may submit the design of the set along with its proposal.
 - c. The design of the set will also require approval of Doordarshan before the Producer starts production of such programme.
 - d. After the consideration of the concept, script and complete details of the programme/preview of the design of the set and the pilot episode as the case may be and on being satisfied about their suitability for telecast in all respects, Doordarshan shall intimate to the Producer the exact date for the commencement of the telecast of the programme by giving it four weeks' notice to enable production and tying up of marketing sponsorship, promotion etc.

COMMENCEMENT OF DELIVERABLES

13. Successful Bidders will commence deliveries within the period prescribed by PB.
14. In case of a plea for extension of time to commence the telecast of the serial and to come on air, the request in writing may be considered for a period of two weeks provided the Producer compensates Doordarshan for revenue loss equivalent to 25 per cent of the Slot fee of the slot for the days for which the Production House fails to come on air. Thereafter 100 per cent slot fee will be charged for the days for which the production house further fails to come on air. The above amount of compensation will have to be paid in advance before commencement of telecast. Failure to compensate

Doordarshan, or to come on air even after 8 weeks, would make the Producer liable for encashment of the Bank Guarantee by Doordarshan and forfeiture of the allotment altogether.

15. The Producer shall furnish to Doordarshan, a bond indemnifying it against any claim with regard to copyright of the work used in a particular programme and covered under the Copyright Act 1957.
16. The Producer will be required to follow the above procedures for all new programmes during the period of the contract.
17. The PRODUCER will ensure the delivery of telecast material without commercials at least one week in advance for preview and technical clearance by Doordarshan. The delivery of final telecast copy in Blue Ray/ Hard disk with commercials along with one copy without commercials must be made at least three days prior to the date of telecast of programme. The telecast copy must be provided with dope sheet containing all details and duration of programmes and commercials.
18. The PRODUCER will provide to Doordarshan at its own cost, publicity material, including promos, promotional literature, episode-wise synopsis and stills (Colour and Black & White) in respect of all the episodes to be telecast, one month before the month in which the said episodes are scheduled for telecast.
19. The PRODUCER must provide all requisite details of any new programme including pilot episode, if so required, well in advance, as detailed above and obtain necessary approvals before commencement of the actual telecast.
20. The Producer will be required to adhere to the look and feel of the channel and Doordarshan will provide necessary inputs for graphic designs and colour schemes wherever necessary. It will be the responsibility of the Producer to obtain all necessary packaging

material before submitting its programme to avoid delay and inconvenience. Doordarshan may also ask the Producer to carry graphics of upcoming programmes and super text including "COMING UP", time check, etc.

TECHNICAL REQUIREMENTS OF PROGRAMMES

21. The Producer will have to ensure the delivery of telecast material without commercials one week in advance for preview by Doordarshan. It will also ensure the delivery of final telecast copy in Blue Ray/Hard disk with commercials and one copy without commercials submitted three clear working days prior to the date of telecast for technical clearance and final telecast. The telecast copy must be provided as follows:
 - (a) XDCAM HD MPEG 4:2:2 ON Blue Ray Discs/Optical Discs format with Master tape with full mix audio on CH#1 and CH#2 and on CH#3 and CH#4 stereo audio.
 - (b) Back up tape with dialogue track on CH#1 full mixed audio on CH#2 and stereo audio on CH#3 and CH#4.
 - (c) Two copies of the enclosed run sheet duly filled in.
22. All tapes must begin with a two minutes first generation of 75%, 625/50 colour bar with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it corresponds to +4 dbm audio signal across 600 ohm impedance at the beginning.
23. All tapes must have one continuous Time Code Track
24. 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.
25. Programme video should meet CCIR specifications for Video and Chrominance Levels. Typically max. Luminance = 1 volt p-p with 0.7 volts of video and 0.3 volts of sync pulse. Maximum Chrominance Saturation = 100%

26. Audio level of broadcast master must correspond to 0 VU i.e. 4 dbm i.e. 4 dbu. The audio level should remain within +1 VU to -20 VU, preferably should be within 0 to -20 dBFS (relative to digital scale) throughout the tape.
27. Programme video should meet ITU (CCIR) specifications for video and chrominance levels i.e. video should be 1 volt pp across 75 ohms with 0.7 V video and 0.3 volts of sync.

PREVIEW OF PROGRAMME BY DOORDARSHAN:

28. All programmes will be previewed by DD before telecast. Submission of pilot episodes may be sought in special cases, with the approval of the Empowered Committee.
29. The title montage should not be more than 30 seconds in duration. Only programme title, episode titles (if any) may be included at the beginning of the programme. The name of the Producer will appear after end credits only. End credits should not be more than 30 seconds in duration.
30. Recapitulation or summary of previous episodes in the programme proper shall be allowed to a maximum of 20 seconds in a 30 minutes programme and 30 seconds in a 60 minutes programme.
31. Each episode of the programme will begin and end with the montage of Doordarshan.
32. Only Doordarshan logo will be carried during the telecast of the programme.
33. Only the Title of the programme can be displayed on the microphone/ set. In case of branded programmes, the producer agrees to abide by the guidelines issued by PB for regulating the carriage of brand name on the microphone during the programme.

34. No Programme/advertisement will go on air without approval of Doordarshan. If required, the Producer shall edit the programme/episode/advertisement as suggested by Doordarshan.

REPEAT TELECAST

35. PB reserves the right to make a repeat telecast of a programme/episode within 48 hours of the original telecast and to utilize all FCT of the repeat slot and retain the revenue therefrom.

COVERAGE

36. The Producer acknowledges that slots allotted to it under DD National Network under Terrestrial Service would cover primarily the Hindi belt Markets and PB has the right to delink terrestrial transmitters of non-Hindi regions from DD National Network at its sole discretion.

CHANGE IN SCHEDULE

37. Doordarshan will have unfettered right to effect a change in the schedule, without any notice in case of emergency/ extraordinary happenings including national mourning, telecast of programme of national or international importance like address to the nation by the President or the Prime Minister, Sporting Events covered under the Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007 or in cases of force majeure or reasons whatsoever beyond its reasonable control. Efforts will be made by Doordarshan to intimate the resultant changes in the schedule in advance to the extent feasible.
38. The Producer will be compensated in the form of extension of number of days lost due to such exigencies as referred to above. They will not be entitled for any other compensation.
39. The Producer will not be required to pay telecast fee of slots in case of non-telecast of programmes in circumstances as referred to above.

COMMERCIAL TIME

40. Duration of each slot is 30 Minutes including Free Commercial Time (FCT) of 6 Minutes as per the following details:
 - a. Upto 24 Minutes: Programme (produced by the PRODUCER)
 - b. 4 Minutes: Free Commercial Time (FCT) (to be marketed by the PRODUCER)
 - c. 2 Minutes: Free Commercial Time (FCT) to be retained by PB for promotion of programmes or channels, for advertisements of government departments and PSUs and for public service messages
41. The Producer would be free to procure advertisements from all clients within its entitlement of Free Commercial Time (FCT) with the exception of Government and PSU (Public Sector Undertaking) clients. The PRODUCER will not solicit government/PSU advertisements in its allotted 4 minutes of commercial time.
42. The Marketing and promotion of the programme on all platforms will be done by the PRODUCER at its cost.
43. The PRODUCER may also purchase additional commercial time from PB on prevailing terms and conditions, depending on its availability.
44. The PRODUCER may be offered free promos on Doordarshan channel(s) depending upon availability of airtime.
45. The PRODUCER is authorized to hold a competition or contest within the programme or any episode of the programme. The competition or contest must be related to the contents of the programme and be held within the duration of the episode of the programme as specified in Clause 2 of the Agreement.

46. Credit for distribution of prizes in cash or kind will be part of free commercial time of the PRODUCER but shall not exceed a duration of 10 seconds. In case a complaint regarding non-delivery of the prize to the winners is established, PB will give a written notice to the Producer to ensure its delivery within one month failing which, PB reserves the right to impose a penalty equivalent to Spot Buy Rate (SBR) of DD National channel.
47. The programme content shall not be permitted to be used overtly or covertly for advertising any brand, corporate house, product/ service. The decision as to whether the programme content involves overt or covert publicity of any brand, corporate house, product/ service shall rest with Doordarshan.

BILLING AND PAYMENT

48. Bills will be raised by Doordarshan on a monthly basis in respect of programmes telecast during that particular month. The Producer shall be allowed credit period of 60 days counted from the first day of the month following the month of telecast.

Delayed payment will attract penal interest at the rate of 14.5% per annum. Timely payment of dues is the essence of the agreement and Doordarshan reserves the right to stop telecast of on-going programmes and terminate the agreement if the Producer fails to clear dues in time.

REPRESENTATIONS AND WARRANTIES

49. The PRODUCER solemnly represents and warrants that:
 - a. the programmes would be original works not telecast earlier over any channel of Doordarshan or any private channel.
 - b. it would have no objection if the programme is carried on DTH by Doordarshan with or without commercials and without any remuneration to it.

- c. It shall comply with all the applicable laws pertaining to programmes and advertising codes as prescribed in respect of Doordarshan broadcasts, including Cable Television Networks (Regulation) Act and the Rules made thereunder.
- d. The content of each episode of the programme shall conform to the laws of the country and not offend morality, decency and the religious susceptibilities of the viewers.
- e. It shall not assign or sub-contract its duties, responsibilities, rights, liabilities and obligations to a third party.
- f. It shall not use any Prasar Bharati resources for production of the programme(s).

PERFORMANCE BANK GUARANTEE

- 50. At all times the Producer will maintain with Doordarshan a Performance Bank Guarantee (PBG) covering the slot fee (as applicable from time to time) for a period of 120 days for the slot allotted. In the event of any breach of the terms of this agreement Doordarshan would have the right to encash the said Guarantee. In such an event the Producer would be under an obligation to furnish a fresh Guarantee.

LOCK-IN PERIOD & TERMINATION:

- 51. The PRODUCER would have a lock-in period for a minimum period of 12 months during which it will not be allowed to exit or terminate the agreement. Exit would be possible only after completion of 12 months after serving a 3 month's notice.
- 52. If the PRODUCER does not exercise the exit option on the completion of first twelve months, it can only do so on completion of next six months by serving a 3 months notice. Exercise of the exit option by the PRODUCER at any subsequent stage will be based on the same pattern.

53. PB reserves the right to terminate the contract by serving a 3 months' notice after completion of 12 months from the date of commencement in the event of unsatisfactory performance of the programme (s) in terms of production quality, content and viewership ratings.

PB reserves the right to terminate the contract at any time in the event of violation of the programme or advertising code and/or the applicable constitutional and legal provisions or failure to clear dues in time or violation of the provisions of this agreement.

ARBITRATION & JURISDICTION

54. Any dispute between Prasar Bharati and the Producer arising from this agreement shall be referred to arbitration by a Sole Arbitrator to be appointed by the Director General: Doordarshan . The Sole Arbitrator shall be a former Judge of the Supreme Court of India or a High Court in India. The place of arbitration shall be New Delhi. The proceeding shall be as per the provisions of the Arbitration and Conciliation Act. Each party shall bear its own costs and equally share the fees of the Arbitrator, unless the Arbitrator decides otherwise.

All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi.

CONFIDENTIALITY

55. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising PB in relation to, or matters arising out of, or concerning the Bidding Process. PB shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. PB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or PB or as may be required by law or in connection with any legal process.

FORCE MAJEURE

56. If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Prasar Bharati as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, Prasar Bharati may at its option, terminate the contract without any obligation to compensate the Producer.

SEVERABILITY

57. If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

NOTICE

58. All notices, requests, comments and other communications under this Agreement shall be in writing in English language and shall be sent by (i) Speed Post (ii) facsimile (iii) personal delivery to the respective Parties to this Agreement at the address set forth above. In case of any change in address, phone no., fax no., e-mail address, etc, each party will notify the change to the other immediately. Each such notice given in accordance with this clause shall be deemed to

have been given five (5) days after having been mailed or immediately upon transmission by facsimile (with confirmation of error free transmission).

a) Address for Correspondence with PB:

POSTAL ADDRESS:- _____,

DoordarshanBhawan-Tower 'A'

Copernicus Marg, New Delhi-110001

India

Phone/Fax: +91 11 _____

E-Mail: _____

b) Address for Correspondence with M/s _____ Ltd

Postal Address:M/s _____,

Contact details:

Phone: _____,

Fax: _____

Mobile: +91 _____

E-Mail: _____

COSTS ON ACCOUNT OF THE AGREEMENT

59. All the costs, charges, expenses incurred in connection with executing this agreement including stamp duty and all other disbursements shall be borne by the PRODUCER.

ENTIRE AGREEMENT

60. The Agreement constitutes the entire agreement between the parties and supersedes all prior communications, Contacts, or agreements between the parties with respect to the subject matter in this Agreement, whether oral or written. The LOA and RFP issued by PB shall be deemed to be a part of this agreement.

IN WITNESS WHERE OF PARTIES HAVE HEREIN TO SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed for and on behalf of the Prasar Bharati (PB) by: -

Name : Sh. _____

Designation : _____

In the presence of (Witness):

1. _____

2. _____

Signed for and on behalf of the Producer by:

_____ (Office
rubber stamp)

Name : _____ (Authorised Signatory)

In the presence of (Witness):

1. _____

2. _____

INDEMNITY BOND

I _____(name), S/o _____(Name) resident of _____hereby declare on behalf of _____that:

1. M/s _____hold the complete rights in respect of the production and/or telecast of the programme entitled " _____" and assure that the said programme or any part thereof will not infringe the copy rights and/or performing rights held by any other party including without limitation trademark, contract, privacy and publicity rights.
2. M/s _____ agree to keep PB its employees, officers, successors and assigns indemnified at all times against any litigation in respect of the said assigned programme based on a claim that any part of the same or material used therein constitutes an infringement of copyrights or any of the rights mentioned above either in India or abroad of any person or entity. If PB or Doordarshan is made a party to a litigation M/s _____ shall reimburse or make good all sums of money that PB or Doordarshan may be ordered to pay by a court of law or otherwise to any third party including all charges and expenses relating thereto paid or incurred by PB or Doordarshan.
3. The said programme has not been telecast on any channel of Doordarshan.
4. M/s _____ will be fully responsible for any controversy/ claim regarding the telecast of the said programme and indemnify PB against all litigation that may arise on account of any libel, slander, obscenity, indecency, infringement of copyright of patent etc., from the telecast of the said programme by PB.

Place:

Date:

Indemnifier

Witnesses:

1.

2.