

(Following Draft Agreement is for Execution on Stamp Paper of Rs.100/-)

AGREEMENT

THIS AGREEMENT IS MADE AT DELHI ON THIS _____ DAY OF _____ (MONTH) OF TWO THOUSAND SIXTEEN BETWEEN _____ (HEREIN AFTER CALLED THE DIRECTOR) which statement shall unless it is repugnant to the context or meaning thereof include their representatives, heirs, executors, administrators, and assignees on the one part and the President of India, through Under Secretary, External Publicity & Public Diplomacy Division, Ministry of External Affairs, Government of India (HEREINAFTER CALLED THE PRODUCER) on the other part:

WHEREAS THE PRODUCER has decided to assign the Director to make a documentary film of _____ Minutes (full version), 8-10 minutes abridged version & not more than 2 minutes promo version in High Definition Format (HD) with the working title“ _____” for external publicity and information purposes based on the concept set out on the terms and conditions hereinafter contained:

NOW IT IS HEREBY MUTUALLY AGREED by the parties hereto as follows-

- 1 The Director, shall in consideration of the payments to be made to him as hereinafter provided in Clause 13, write, script, shoot, direct, produce, edit, title in all respects complete and execute one documentary film in three formats i.e. _____ Minutes, 8-10 minutes abridged version and not more than 2 minutes promo version of the film. These functions also include filming activity on foreign locations. The time coded Rough cut /revised rough cut for approval of Producer will be submitted on a DVD as per agreed time schedule _____. The Director shall hand over to the producer the following deliverables of the film and abridged versions:-
 - (a) HD Mixed master and HD Unmixed Master (Clean non taxed video versions of the film including supers of names and designations, graphics, Maps Titles (including opening title sequence) should be placed after the end of the film with 10 second slate giving details) in a Hard Disk (Window format)
 - (b) DVD Copy of the Master with all versions -2 copies
 - (c) DVD in .mp4 Format for all versions
 - (d) Shooting Footage on a professional hard drive having USB 2.0 /Fire Wire ports
 - (e) DVD of Graphics and Titles
 - (f) CD containing still photographs (atleast 20 high resolutions photographs)
 - (g) Synopsis of about 75 words
 - (h) Approved script in the word document
 - (i) 80-100 Word Bio profile of the filmmaker alongwith 3 different photographs for publicity purposes
 - (j) Art Work of the DVD cover design of the film on a DVD
 - (k) Duly audited utilization certificate as per General Financial Rules 2005
 - (l) Censor Certificate.
 - (m) 2 minutes promo version
 - (n) Q' Sheet of the film (Time coded in Word Format)

- 2 The Director shall carry out the entire production work independently and shall supply all materials to be used in connection therewith in pursuance of and in accordance with the instructions which may from time to time be given and furnished to him by the Producer or authority specified by it on its behalf and without prejudice to the generality of the above. The Director shall have the film overseen by the Producer as and when required by the Producer.
- 3 The whole of the film as specified and provided for in this agreement shall be executed in accordance with the highest technical and stylistic standards with materials of the best approved quality of their respective kinds, agreeable to the particulars contained herein or implied hereby.
- 4 The Director shall also abide and incorporate other additional particulars and instructions as may be found requisite pertaining to overall approach or factual accuracies noted by the Producers during execution of the work and otherwise to the entire satisfaction of the producer and the instructions and directions regarding factual accuracies which the Director may from time to time receive from the Producer shall be complied with by the Director.
- 5 All such work as is not in accordance with the script as approved by the Producer under Clause 2 and 9 hereof or is not in accordance with the directions of the Producer or is composed of materials disapproved by the Producer shall be removed by the Director at his own risk and costs and shall be re-executed by him at his cost and expenses to the satisfaction of the Producer.
- 6 The Director shall hold the film and other material during the production and until the delivery of the print/master tapes to the Government of India at his own risk and shall take necessary measures to preserve and protect it from all risks including that of fire, theft, burglary, acts of God and security risks.
- 7 The Director shall give to the Producer and its authorized representative access to all or any of his offices or studios whether owned or hired by him for the purposes of enabling them to inspect or examine any materials whether under preparation or otherwise and shall by all means in his power facilitate such examinations or inspections.
- 8 This agreement is declared to be personal to the Director. He shall not assign or transfer this agreement or any part thereof or any benefit there under to any other persons nor shall he give by way of subcontracts the production work of the documentary film or any part thereof without the previous consent of the producer in writing and in case the Director shall assign or transfer this agreement or any benefit there under or give by way of subcontract the production work of documentary film or any part thereof contrary to this agreement, the Producer, may by a written notice to the Director, require him to withdraw from the production work of the documentary film and such requisition to withdraw shall in every respect have the effect as requisition under the Clause immediately following.
- 9 If the Director neglects or fails to comply with any notice, requisition, order, instructions or directions of the Producer or in any of the stages specified in Clause 4 hereof the Producer may cancel or terminate this agreement or without canceling or terminating this agreement by a written notice require the Director to withdraw from the whole or any portion of the production work of the film, the Director shall be bound forthwith to comply with such a requisition.

- 10 The Director shall be bound to deliver to the Producer the completed film on or before _____.
- 11 The Masters submitted shall be strictly as per technical specifications contained in Schedule I to this Agreement.
12. All the costs, charges, expenses, incurred in connection with this agreement, including stamp duty and all other disbursements shall be paid by the Director.
13. Upon delivery of the master tapes to the Producer, as mentioned in para 1 above, the same will become the absolute property of the producer and be available for worldwide commercial/non-commercial use including exhibition in any form on any foreign/Indian T.V. channel.
14. The Producer shall pay the Director a sum of Rs. _____/- (Rupees _____ only) for the production in three formats i.e. _____ Minutes (full version), 8-10 minutes abridged version & not more than 2 minutes Director's cut in the manner stated below on the basis of the formula 30% on signing of the contract, 40% on the approval of the rough cut and 30% on the completion of the film. The applicable Service Tax on the whole sum shall be payable along with the third installment of 30%.
- (i) A sum not exceeding Rs. _____/- (Rupees _____ only) being the 30% of the total cost **plus applicable taxes** on signing of the contract and submission of Bank Guarantee/Demand Draft/Fixed Deposit Receipt(FDR) for an equivalent amount.
- (ii) A sum not exceeding Rs. _____/- (Rupees _____ only) being the 40% of the total cost **plus applicable taxes** on approval of rough cut.
- (ii) A sum not exceeding Rs. _____/- (Rupees _____ only) being the 30% of the total cost **plus applicable taxes** alongwith the submission of the deliverables as per clause 1 of this agreement. The Deliverables mentioned in clause 1 are to be submitted by date given in clause 10. **If the third installment is not claimed on time, the applicable taxes due during the financial year or during the year in which the third installment is being claimed, whichever is less will be payable.**
- 15 Provided that notwithstanding any agreement on the part of the Producer to make on account payment at any of the above mentioned stages, if in the Producer's opinion the production of the film is not proceeding satisfactorily, the Producer shall have the right to suspend and stop payments of the advance mentioned above at any stage till such time as the Producer is satisfied that the film is being processed satisfactorily provided further that in the event of this agreement being terminated due to any cause whatsoever or being cancelled or the whole production withdrawn in terms of Clause 8 hereof the Director shall be bound to repay, and he hereby covenants to repay to the Producer, all the sums of money received under the above provision till the termination of the agreement with interest thereon at 4 per cent per annum from the date of such termination without prejudice and in addition to its other rights to receive the same out of the amount repayable by him under these provisions.
- 16 **If the filmmaker is unable to complete film, the payment made to the filmmaker will be recovered alongwith the interest prevalent on Fixed Deposit at that time and a penalty may also be imposed on the filmmaker for applying on any of our future projects for a period of time.**

- 17 If the Director does not deliver the film to the satisfaction of the Producer within the stipulated time (**as per clause 10**) a penalty of Rs. 25,000/- per month shall be imposed on the Director. An additional penalty of Rs. 50,000/- a month shall be imposed on the Director if the film is not completed in additional period of three months i.e. by after applying penalty of Rs. 25,000/- p.m.
- 18 All the materials of the said documentary film as and when the same are shot and got ready during the course of the production of the documentary film shall be and remain hypothecated and or charged with the Producer for the amount due to it from the Director till such time as the Director delivers to the Producer of the film referred to in Clause 1, of this agreement and the Director shall be responsible for the safe and proper custody of all the aforesaid footage till the delivery of the Hard Disk to the Producer.
- 19 The Bank Guarantee/Demand Draft/Fixed Deposit Receipt (FDR) in favour of Pay and Accounts Officer, Ministry of External Affairs of 30% of the total cost submitted as per clause 14(i) will have validity of an extra 3 months or more from the date mentioned in clause 10. The Bank Guarantee /Demand Draft/ Fixed Deposit Receipt (FDR) will be released **three months after submission of all deliverables**.
- 20 The Bank Guarantee/ Demand Draft/Fixed Deposit Receipt (FDR) shall be invoked by the Producer in case of breach of any of the terms of this agreement on the part of the Director. It shall be lawful for the Producer to terminate this agreement if the Director fails to produce the guarantee within the aforesaid period. The director shall further be liable to pay damages for loss or inconvenience caused to the producer on account of such failure on the part of the Director.
- 21 In addition to the above, the Producer shall not be liable for any damages or claims during the course of shooting for the said documentary any where in country or abroad.
- 22 The Director hereby undertakes to ensure that the said film does not infringe on the copyrights and/or the performing rights held by any party and in event of any litigation being started in respect of the said film wherein the Producer is concerned as party defendant or otherwise, the Director hereby agrees and undertakes to assist the Producer or any other officer or authority in defending such litigation and undertakes to reimburse or make good all sums of money that the Producer or any officer or authority may be ordered to pay by a court of law or otherwise to any third party including any charges and expenses in relation thereto paid or incurred by the Producer and keep all the producers indemnified in that behalf against all actions, claims and damages. The copyright of this production will rest with the Producer (External Publicity & Public Diplomacy Division of the Ministry of External Affairs) who is entitled to use it for the commercial and non-commercial purposes.
- 23 The CBFC certification for the documentary is the responsibility of the Director and is to be submitted along with the masters.
- 24 Separate marketing arrangements can be worked out between the Producer and the Director on a mutually agreed basis.

- 25 Under normal circumstances requests for extension of time period shall not be entertained. However, if in the opinion of the Ministry, there are extenuating reasons for granting an extension, this can be done in very special cases provided permission is granted in writing before the due date of completion of the film. The exact duration of the extension will be indicated and a penalty of Rs. 50,000/- per month shall be imposed if the film is not completed before the extended period granted. The period of Bank Guarantee/ Demand Draft/ Fixed Deposit Receipt (FDR) will be extended by the Director by the period of extension agreed by the Producer.
- 26 This agreement is accepted in Delhi and it is agreed by the parties concerned that all matters, claims, disputes, arising in respect of the terms and conditions hereof shall be settled and paid by the parties in Delhi.
- 27 If a dispute arises out of or in connection and conciliation with this agreement, on or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrator (s) shall be the International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with ICADR Arbitration Rules, 1996.

IN WITNESS WHEREOF.....Director for
 and Under Secretary (PD), Ministry of External Affairs hereunto have set their respective hand on the ____ day of _____ (month) of 2016 herein above written.

Signed by on behalf of.

Director

In the presence of Witness:

1. Name & Address

2. Name & Address

Signed by the Under Secretary, External Publicity & Public Diplomacy Division(XPD), Ministry of External Affairs for and on behalf of the President of India.

In the presence of

1. Name & Address

Under Secretary(PD)
 Ministry of External Affairs
 Government of India.

2. Name & Address