

SANSKAR GEETH. 2017-18

आकाशवाणी कार्यक्रम—2

तार : "आकाशवाणी"

Telegram : "AKASHVANI"

(पैरा 5-10-11 देखिए)

AIR / P—2

(See paragraph 5-10-11)

दूरदर्शन कार्यक्रम—DD P—2

(पैरा 4-10-8 देखिए)

(See para 4-10-8)

अनुवाद कार्य के लिए संविदा फार्म

Contract Form for Translation Work

आकाशवाणी / All India Radio

दूरदर्शन / Doordarshan
THIRUVANANTHAPURAM

SANSKAR GEETH: 60

.....केन्द्र / Station D/B'cast: To be fixed

.....अनुभाग / Section

संख्या / No..... Dr. S. Mahesh

दिनांक 19/03/2018.....

Karthika.....

Opp. Bank of Baroda.....

Toll Junction, Ambalamukku.....

Kowdiar.P.O., Trivandrum.

प्रिय, / Dear,

आपको एतद्द्वारा निम्नवर्णित पांडुलिपि / कृति का अनुवाद करने के आबंध का प्रस्ताव भेजा जाता है :—

You are hereby offered an engagement to translate the manuscript/word detailed below :—

To translate Sanskar Geeth-2017-18 songs from Malayalam to Hindi
द्वारा / BY.....
शीर्षक / Title..... under the Megaproject (Total songs-20)

किस्म / Type.....

लेखक / Author.....

भाषा / Language..... Malayalam to Hindi

अनुवाद की भाषा / Language of the translation.....

फीस / Fee..... Rs. 4000/- (Rupees four thousand only)

इस प्रस्ताव के तथा इस पर आपकी स्वीकृति के परिणामस्वरूप विनिश्चित किस भी संविदा पर इस पृष्ठ के पीछे छपी हुई शर्तें लागू होंगी तथा निम्नलिखित शर्त भी ल गू होंगी :—

Any contract concluded by this offer and acceptance thereof by you shall be governed by the terms and conditions printed overleft and also by the following conditions.

1. यदि आपको यह प्रस्ताव स्वोकार्य हो ता आप सलग उत्तर-पर्णी (रिप्लाय शीट) को सम्यक रूप से भर कर तथा उस पर हस्ताक्षर करके अधिक से अधिक ताराख.....तक लौटा दें।

In case you accept the offer, you will sign and return the attached reply sheet, duly completed not later than.....

2. आप यह सुनिश्चित कर लें कि अनुवादित कृति की पांडुलिपि केन्द्र निदेशक / सहायक केन्द्र निदेशक को मिले।

You should ensure that the manuscript of the translated work reaches the hands of the Station Director/ Assistant Station Director by.....

3. स्टैम्प शुल्क सरकार द्वारा बहन किया जाएगा।

The Stamp Duty will be borne by the Government.

19/3/18

Yours faithfully, 20/3/18

भारत के राष्ट्रपति के लिए और उनकी ओर से
For and on behalf of the President of India

Terms and Conditions

1. In the event of a signed acceptance not being received by the date stated, the Prasar Bharati reserves the right to withdraw the offer.
2. The contract is subject to the acceptance of final manuscript of the Work by program head. The manuscript should be in hands of program head before
3. Manuscript of the Work, if accepted and a sound recording or cinematographic film made there from, or a live feed generated and/or recorded, shall be the property of Prasar Bharati and all copyrights in Work, including literary work, sound recording and cinematographic film, and right to Broadcast or rebroadcast whole or part of Work/ through all means of utilization will exclusively and unconditionally be owned by Prasar Bharati.
4. For the purposes of this Contract, the term 'Broadcast' means communication to public by any means of wireless diffusion, or by wire whether in any one or more of the forms of signs, sounds, signals, writing, pictures or visual images of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly.
5. Broadcast includes a narrowcast or rebroadcast, live or deferred, on demand broadcast, webhosting, web-streaming, transmitting/ retransmitting, telecasting by means of satellite, cable, terrestrial (analogue and digital), DTH, IPTV transmission, through internet, broadband, telephony, webcasting, podcasting, mobile broadcast using internet/mobile applications or other means.
6. Simultaneous broadcast from more than one AIR/Doordarshan Transmitters or other means, shall constitute only one Broadcast for this purpose.
7. The fees for the contract includes the exclusive, complete, and unqualified broadcasting right in Indian languages, English, and all other languages of the World throughout the World and the right to make a visual /sound/digital record thereof and reproduction, exhibition, distribution, communication of the Work to public or any part thereof or making of a derivative work for simultaneous or subsequent broadcasts by Prasar Bharati and right to assign/give the license thereof and such rights are granted for the entire duration that copyright and broadcasting rights are protected by law.
8. In the case of Work, the fee shall also include the fees for grant of exclusive right to publish or allow to be published in any Indian language, English or other foreign languages for exhibition and distribution in India or outside of either a part or whole of the Work or any abridgement or translation thereof or derivative work, during the subsistence of entire term of copyright without need to seek any permission from Author or any other person.
9. In case of future commercial exploitation of the work after the broadcast of performance such as in form of CDs/DVD or other digital/analog forms, the Author shall receive additional royalty which will be paid as per the option chosen by the Author, that is, a fixed fees computed at 4 times the fees paid for performance or predetermined share fixed by Prasar Bharati from sale proceeds as royalty.
10. Prasar Bharati shall have the right to use and allow others to use the name, facsimile signature, and likeness as also biographical material of Author for advertising and promoting Author's appearance for both commercial and non-commercial exploitation of the Work.
11. The Author of the Work hereby warrants that-
 - o (a) he is the exclusive owner of the Work holding all rights including subsisting copyright in the said Work, and
 - o (b) that no other persons, firm or company has any interest in the rights hereby granted and
 - o (c) that the said Work is not (nor is any part of it) in any way illegal or encumbered or is subject to charge, lien, mortgage whatsoever and is not a violation or infringement of any subsisting copyright or /broadcasting right, and
 - o (d) that at the time of signing this contract he is not under any engagement (or otherwise barred by any contract) precluding him from fulfilling this contract
 - o (e) In case work undertaken by the Author comprises of translation work, the Author warrants that he has been duly authorized by the original Author of the work and he has full authority to execute this Agreement and undertakes to pay appropriate share of royalty to the original Author of the work once received from PrasarBharati.
 - o (f) The Work (or any part of it) has not been broadcast or otherwise published through any medium whatsoever or accepted for broadcast by any other broadcasting organization or for any other form of publication in India or abroad under a different title or otherwise.
12. The Author (jointly and severally) undertakes to indemnify Prasar Bharati against any and all adverse claims, actions, proceedings and demands whatsoever, if any, for breach of the express warranties contained herein.
13. Prasar Bharati shall have the right to terminate the contract at any time subject only to payment of a fee in proportion to the work already done at the date of termination, if any, or to offer an alternative engagement in its sole discretion as it may deem fit.>
14. In the event of the Author of Work being a Government servant, the broadcast of his work and the payment to him of the fee, shall be subject to rules and regulation of the government for such broadcast, as in force at the time of broadcast of the Work. In the event the contract is cancelled before completion, the Author of a translation work shall return forthwith the manuscript to Prasar Bharati.
15. This Contract shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, and shall be governed by and interpreted in accordance with the laws of India.

16. The rights granted under this contract are for the entire world, for entire duration of copyright and allied rights protected by Indian law.
17. If any portion of this Contract is found to be invalid or unenforceable; it shall not affect the remaining clauses of this Contract.
18. In case of any disputes arising out of this Contract between parties, the parties will make reasonable endeavors to resolve the disputes by negotiation within 15 days from receipt of notice in writing and in case negotiation fails, dispute will be decided by a sole arbitrator appointed by the CEO of Prasar Bharati or his duly authorized agent and Arbitration and Conciliation Act, 1996 shall apply. Venue of arbitration will be either Delhi or location of a regional Kendra, if a regional Kendra is a party to the dispute. Courts at New Delhi or appropriate courts at location of a Kendra, if a dispute relates to a Kendra outside Delhi, shall have jurisdiction for the purposes of the contract.
19. I have read the code of conduct (https://abs.prasarbharati.org/code_of_conduct.pdf) to observed by casual assignee and will abide by it.