

AIR/DD P-2
BOOKING NO. - /YUVAV/19159438

PRASAR BHARATI
(India's Public Service Broadcaster)
All India Radio/Doordarshan

AIR THIRUVANANTHAPURAM

To,

Sub: Contract For Translation Work/research Work/compilation Of Facts/collection Of Data Reports For AIR/DD

Sir/Madam MAHESH S

You are hereby offered an engagement to undertake Translation Work/Research work/Compilation of Facts/Collection of Data Reports (hereinafter referred to as "Work") on the subject as per details given below upon the enclosed terms and conditions. We shall be obliged if you kindly sign and return the attached confirmation sheet by not later than....

Nature of work:

If translation:

Title: AZADI KA SAFAR

Type of work

Language of original work to be translated:

Language into which to be translated:

Fee : Rs. 2000/-

Work other than Translation work:

Title of work: AZADI KA SAFAR

Nature of work

Language used:

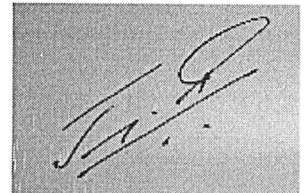
Fee : Rs. 2000/-

Any contract concluded by this offer and acceptance thereof by you shall be governed by the enclosed terms and conditions

In particular, we would specifically ask you to assist us by complying with the condition stipulated in clause 2 of the enclosed terms and conditions regarding the date of submission of the manuscript of the Work..The normal routine of Kendra is seriously hampered if this condition is not observed.

The stamp duty, if applicable, will be borne by the Prasar Bharati.

Yours faithfully,



for and on behalf of the PRASAR BHARATI through
Director/Authorized Signatory
(AIR/Doordarshan)

These terms and conditions are applicable for translation work/research work / compilation of facts / collection of data reports/('Work') by all Kendras of Doordarshan /AIR of Prasar Bharati.

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) Incase 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.prasarbharti.org/code_of_conduct.pdf) to observed by casual assignee and will abide by it.

This is an acceptance form, if you are unable to accept please say so on this Reply Sheet, or write to us separately.

AIR/DD-P-2
BOOKING NO. - /YUVAV/19159438

REPLY SHEET

To,

Director,

Dear Sir/Madam

In reply to your letter No- dated* 07-09-2021,I fully and unconditionally agree with terms and conditions mentioned therein and undertake to fulfill the engagement in relation to the Literary Work as detailed below.

Nature of work:

If translation:

Title: AZADI KA SAFAR

Type of work

Language of original work to be translated:

Language into which to be translated:

Fee : Rs. 2000/-

Work other than Translation work:

Title of work: AZADI KA SAFAR

Nature of work

Language used:

Fee : Rs. 2000/-

Signature



Yours faithfully
MAHESH S
Date: 24-02-2022