

Commissioned Programmes (Self Financed)

PRASAR BHARATI

DIRECTORATE GENERAL : DOORDARSHAN

F. No. 13/1/2004-PV/ P-IV

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Guidelines for consideration, processing and approval of Self Financed Commissioned Programmes for telecast on Doordarshan Channels

A. INTRODUCTION

1. Doordarshan (DD) commissions programmes by outside producers with the objective of complementing and supplementing its in house production efforts and bringing in variety in DD's programming.
2. Under this scheme of self financed commissioning, the Producer shall produce the programme at his own risk and cost and on the selection of the programme by DD, the latter would market it, telecast the same and pay the producer for his services after a specified period of time.
3. Self financed commissioning of programmes through outside producers could be done for DD's national channels, regional language channels, state networks, regional and local services.

B. SELECTION OF PRODUCER/ PROGRAMME

4. DD shall, at its discretion and in accordance with its programme requirements, select producers suo moto for production of programmes on its channels by following the procedure outlined below. DD may also consider proposals submitted by producers on their own.
5. ¹ With a view to enabling DD to take a decision regarding selection of producer/ programme, the producer shall submit the following information:

About the Producer

- (a) Production track record
- (b) Arrangements for funding production of the programme
- (c) Financial standing of the Producer

About the Programme

- (d) Subject, title, language and theme/category/genre (e.g. Fiction, Documentary/Quiz, etc.),
- (e) Detailed story line in case of serials. Break up of the story/topic and broad outline of treatment for single episode programmes,
- (f) Detailed scenario/script of all episodes with concept and treatment, in case of a non serial(i.e. programme of 4 episodes or less),

¹ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

- (g) Synopsis of 26 episodes with detailed scenario script for four episodes in case of a serial of more than 4 episodes.
 - (h) Details of creative team including names, bio-data and addresses of the Director, Researcher, script writer, director of photography and music director, alongwith a written confirmation from each one, agreeing to be engaged for the production of the programme. The producer shall also furnish full bio-data and show reel, in respect of himself / herself while making the application. No change in the production team, once intimated, shall be made without the prior consent of Doordarshan.
 - (i) A pilot of the programme .
 - (j) For production of quickies, spots, etc. the same details would be furnished along with a complete story board and details of post production.
 - (k) Format will be Beta SP/DVC Pro 50.
6. Together with the information mentioned in clause 5, the producer shall also submit the cost of the production containing the full details of budget break up at pre-production, production and post production stages.
 7. Any producer who has any dues outstanding against him will either have to clear the dues or get the repayment plan approved before being awarded any assignment.
 8. Producers who express the intention to utilize the infrastructure available with Doordarshan as per DD's rate card, wherever feasible, would be encouraged.
 9. ² Doordarshan may appoint an Executive Producer/Programme Monitor to monitor the production of the programme. He will interact with the selected producer with regard to all aspects of the production including star cast, story line, script, crew composition, camera work, post production,

etc.

C. PROCESSING FEE

10. Every proposal for commissioning of a programme for a national channel shall be submitted at the DD headquarters along with a crossed Bank draft of the value of Rs. 25,000/- and every proposal for commissioning of a programme for other channels/ services shall be submitted at the respective Regional Kendra along with a crossed Bank Draft of Rs. 10,000/-. The Bank Draft should be made payable to PBBCI, Directorate General, Doordarshan, New Delhi.

11. This amount is the processing fee and is non-refundable.

D. EVALUATION

12. ³(a) In case of the National Channels, each proposal for commissioning shall be first examined by the Channel Manager and DG:DD to determine whether it needs to be processed further keeping the channel requirement in view. Proposals cleared by DG shall be evaluated by an Evaluation Committee appointed by DG, DD. Similarly, in case of Regional Channels, State Networks, Regional/ Local Services, each proposal for commissioning shall be first examined by the Director of the DDK to determine whether it needs to be processed further keeping the channel requirement in view. Proposal cleared by the Director shall be evaluated by an Evaluation Committee appointed by the Director of the DDK.

-----² Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

³ Amended vide decision of Prasar Bharati Board in its 72nd meeting held on 28th April 2006.

(b) Proposals not cleared for consideration of the Evaluation Committee shall be returned to the producer without processing.

13. ⁴The Evaluation Committees both at headquarters and Kendras shall:

(a) Assess and evaluate the merits of the proposal in relation to the channel specific as well as general requirements of Doordarshan. The evaluation shall be done on the basis of a marking scheme.

(b) Recommend acceptance or rejection of the proposal. In case of rejection, reasons for rejection shall be indicated. In case of acceptance, the grading of the programme shall be clearly mentioned.

(c) ⁵In case of non serials, recommend the time frame for the production and supply of the programme. In case of serials, the time frame would be governed by clause 21.

E. APPROVAL

14. In case of the national channels, the report of the Evaluation Committee shall be placed before an Empowered Committee consisting of the CEO, Prasar Bharati, Member (Finance), Prasar Bharati and DG, DD for decision. Proposals for other channels shall be placed before the DG, DD for decision.
15. The decision taken by the Empowered Committee / DG, DD regarding acceptance or rejection of the programme shall be final and its sanction or otherwise shall be communicated to the Producer within two weeks.

EE. TAKING OVER ONGOING PROGRAMMES

15⁶ (a). Doordarshan may, either suo moto or on the request of the producer, take over an ongoing sponsored programme under the scheme of Self Financed Commissioning with the approval of the Empowered Committee. In such cases, assessment by Evaluation Committee as laid down in clause 12 and 13 will not be required and no processing fee shall be charged.

F. AGREEMENT

16. After approval of a programme, DD shall enter into a Production Agreement with the Producer.
- 17.⁷ In case of serials, the agreement shall be for production of the requisite number of episodes for a period of 26 weeks. Thereafter agreements may be signed for further periods of 13 weeks or 26 weeks at a time as per requirement to be decided by DG, DD. In case of non-serials, the agreement shall be for the production of the entire programme.
18. DD shall conduct a review of the TRP of the programme at the end of episode no. 6. If the average TRP of these 6 episodes is below the Benchmark TRP defined by DG, DD, the latter shall be at liberty to stop the telecast of the programme and terminate the agreement without any obligation to telecast the remaining episodes. Subsequently, if the average TRP of the episodes telecast in a month falls below the Benchmark TRP, DD shall be similarly at liberty to discontinue the telecast of the programme and terminate the agreement without any obligation to telecast the remaining episodes.
19. The relevant TRP indicator and the Benchmark TRP for a channel and programme genre shall be determined by DG, DD.

⁴ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

⁵ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

⁶ Amended vide decision of Prasar Bharati Board in its 72nd meeting held on 28th April 2006.

⁷ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

G. PRODUCTION

- 20.⁸ The Producer shall produce the programme at his own cost and supply the episodes finished in all respects. All episodes of non-serials shall be supplied within the time frame stipulated in the

- agreement. In case of serials the producer shall supply the episodes according to the time frame indicated below.
21. ⁹ (a) Out of the total number of episodes approved, the Producer shall supply the detailed scripts of the episodes for the first 4 weeks within 15 days of receipt of intimation of approval and the scripts of the remaining episodes within 30 days of the receipt of intimation of approval.
- 21 (b) DD shall convey approval of the scripts within 15 days of their receipt.
- 21 (c) DD shall intimate the scheduled date of telecast of the first episode of the programme to the Producer 60 days in advance.
- 21 (d) Based on the approved scripts, the Producer shall supply all episodes required for each 4-week period at least 10 days before the scheduled date of telecast of the first episode of that period.
- 21 (e) DD shall decide well before the end of the current approval period whether more episodes of the programme are required. If it is decided to take more episodes, the number of additional episodes required shall be communicated to the Producer at least 60 days before the end of the approval period. Thereafter, the procedure outlined in clauses 21 (a), 21(b) and 21(d) above shall be followed for submission of scripts, their approval and supply of episodes.
- 21 (f) The Producer shall supply promos(video, audio and print)/ publicity material for the programmes on a regular basis. Promos material for build-up publicity shall be supplied within 30 days after the signing of the agreement. Thereafter episodic promos/episodic publicity material shall be supplied two weeks before telecast of each episode.
22. The tapes submitted by the Producer would be previewed by a Preview Committee of the concerned Channel/ Kendra. If the Preview committee suggests amendments in the programmes on the basis of the approved script, the Producer shall carry out the same within the shortest possible time at his own cost.
23. Supplied programme/ episodes should maintain excellence in technical and aesthetic standards of production. Technically the quality should be as per CCIR/ITU-R specifications for video and chrominance levels. Typically maximum luminance, 1 volt P-P with 0.7 volts of video and 0.3 volts of sync. Pulse. Maximum Chrominance saturation = 100% (colour difference signal = 0.7 volts). Audio level of the programme should be within the range of -5 db to +4 db).
24. ¹⁰ DD would check all the telecast masters on Beta SP/DVC Pro-50 tapes for technical quality and if the tapes are technically rejected by DD the Producer shall carry out necessary corrections as desired by DD within the shortest possible time at his own cost. The telecast masters submitted after necessary corrections shall be checked for technical quality again and if the tapes fail the technical quality for the second time or on subsequent checks, the Producer would have to pay penalty in accordance with paragraph 34.
25. All programmes/ episodes shall follow the Broadcasting Code of Prasar Bharati.

⁸ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

⁹ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

¹⁰ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

26. On completion of the programme/ episode, the following shall become the property of DD and shall be transferred to and/ or handed over to DD:

(a) All scripts and versions of the programme.

(b) All masters, shooting tapes, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/ episode shall be handed over to DD along with the delivery of the programme/ episode.

H. PAYMENTS

27. Payment of the price of the episodes telecast in a month shall be made to the Producer after a period of 90 days calculated from the first day of the month following the month in which the episodes are telecast.

28. Payment for the programme shall be linked to its grading. The Producer shall be entitled to payment of the Episode Price corresponding to its grading.

29. If the average TRP of the programme during the month of telecast is more than the Benchmark TRP, the price payable for the episodes of the month (P) shall be calculated by the following formula:

$$P = N \times EP$$

Where N = number of episodes telecast in the month

EP = Episode Price determined in accordance with clause 28.

30. ¹¹ If the average TRP of the programme during the month of telecast falls below the Benchmark TRP, the price payable for episodes of the month (P) shall be calculated according to the following formula:

$$P = [N \times EP] - [N \times (B-TRP) \times PF]$$

Where N = number of episodes telecast in the month

EP = Episode Price determined in accordance with clause 28

B = Benchmark TRP.

TRP = Actual average TRP of the programme during the month of telecast

PF = Penalty factor = 2 x IF

Where IF is the increment factor determined in accordance with clause 31.

Provided that his formula for calculation of price shall be applied to a new programme from the 14th episode onwards. For the removal of doubt, it is clarified that during the first 13 episodes, payment shall be made as per episode price determined in accordance with the Clause 28 and calculated in accordance with Clause 29.

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11 Amended vide decision of Prasar Bharati Board in its 69th meeting held on 17th November 2005.

31. If the programme continues to command good viewership, the Producer shall be entitled to payment of incentive from the fourth month onwards in addition to the Episode Price. The amount of incentive shall be calculated in the following manner:

If the average TRP of the programme during the month of telecast is more than the Benchmark TRP, then the incentive payable (I) for that month shall be calculated according to the following formula:

$$I = N \times (TRP - B) \times IF$$

Where N = number of episodes telecast in the month

TRP = average TRP of the programme during the month of telecast after disregarding the decimal part (e.g. if the average TRP is 8.23 or 8.79, it will be taken as 8 for purposes of this calculation)

B = Benchmark TRP

IF = Increment Factor in rupees to be determined by DG, DD

32. An amount equal to one Episode Price shall be deducted from the first payment to the Producer and retained by DD as security. This amount shall be refunded to the Producer after a period of 90 days calculated from the first day of the month following the month in which the last episode of the programme was telecast.

I. PENALTY

33. ¹² If the Producer fails to deliver any episode on time, he shall pay to DD a penalty equal to 1% of

the Episode Price per day of delay per episode. If the Producer fails to supply the episode promos/episodic publicity material, DD may impose a penalty of Rs.5000 for each episode for which such material is not supplied.

34. ¹³ If the telecast masters submitted after necessary corrections in accordance with the provisions of paragraph 24 fail the technical quality for the second time or on subsequent checks, the Producer shall pay DD a penalty equal to 1% of the Episode Price for each rejected tape for each time of rejection.

34 ¹⁴ (a) The amount of penalty shall be deducted from the episode price payable to the Producer.

J. RIGHTS

35. All copyrights, whether vested, contingent or future, including broadcasting rights and new media rights, if any, of a programme commissioned by Doordarshan under this scheme and produced by the Producer shall vest with Doordarshan in perpetuity.

36. The said rights shall, inter alia, include:

- (a) Masters/negative/rushes rights for TV transmission on satellite, terrestrial, free-to-air, pay television, DTH etc. whatsoever, in any manner, via any medium, method and/ or technology now known or hereafter invented.
- (b) The exclusive global rights for video, cable, radio, website, internet, audio, publishing, merchandising and conversion to feature film, CD, DVD formats with complete language rights in entirety.

¹² Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

¹³ Amended vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

¹⁴ Inserted vide decision of Prasar Bharati Board in its 71st meeting held on 17th March 2006.

37. DD shall be the exclusive owner of the programme worldwide in perpetuity for multiple telecasts on its own channels or on other channels.

38. DD shall have the right to exploit the programme by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the programme and to combine it with other material at its discretion. DD shall have the right to insert commercial advertisements in the programme.

39. The Producer shall not have any claim over the revenues earned by DD through advertisements or through any other means in the course of exploitation of the programme.

40. Rights in the literary material on which the programme is based, including all the Producer's rights, titles and interests shall stand automatically transferred to DD at the time of delivery of the programme/ episode.
41. If the Commissioned programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and DD.

K. APPEAL

42. A Producer, whose proposal has been rejected by the Selection Committee or who has any grievance against the term of approval of his programme, may, if he so desires, make a written application addressed to DG, Doordarshan for reconsideration of his/her proposal indicating the ground, if any, on which the proposal may be reconsidered.
43. The application to this effect shall be made by the Producer within a period of one month of the issue of the letter conveying the rejection of his proposal.
44. The application for reconsideration of the proposal shall be accompanied by a non-refundable fee of Rs. 15,000/- in the form of a crossed bank draft payable in favour of PBBCI, DG: Doordarshan, New Delhi.
45. The DG shall forward this appeal to the Evaluation Committee for reconsideration of the rejected proposal. The Committee would then comprise officials and out side experts a majority of which were not part of the earlier evaluation process. The recommendation of this Committee shall be considered by DG/ Empowered Committee. The decision thus taken will be final and no further request for reconsideration of the proposal shall be entertained. The decision on the reconsideration of the proposal shall be communicated to the Producer within a period of three months.

L. GENERAL

46. Depending on its need and at its discretion, DD reserves the right to process a commissioning proposal or return the same without processing. When a programme is returned without processing, the processing fee shall be refunded in full.
47. The programme shall not, without the prior written permission of DD, contain any third party material or any visually identifiable references to any merchandise goods or services and the Producer shall not enter into any arrangement for the placement of product or enter into any advertising or sponsorship arrangement in connection with the programme.

(Approved in the 72nd Prasar Bharati Meeting held on 28/04/2006 as per the minutes communicated vide no. BM-72/OSD/PBB/2006 dated 31/05/2006).