



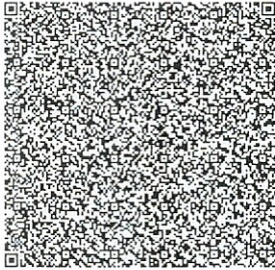
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL71131340507485N
Certificate Issued Date : 15-Oct-2015 11:12 AM
Account Reference : IMPACC (IV)/ dI932303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL93230339954572227973N
Purchased by : NA
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR JAMIA MILLIA ISLAMIA
Second Party : NDTV LTD
Stamp Duty Paid By : REGISTRAR JAMIA MILLIA ISLAMIA
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made at New Delhi on this 6th day of August, 2015, between

NEW DELHI TELEVISION LIMITED, a company incorporated under the Companies Act, 1956 having its registered Office at 207, Okhla Industrial Estate, Phase-III, New Delhi (hereinafter referred to as "**NDTV**")/ "**LICENSEE**" which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the **ONE PART**;



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shellestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

A.J.K Mass Communication Research Centre, an entity having its office at Jamia Millia Islamia, Jamia Nagar, Delhi (hereinafter referred to as the **"LICENSOR"** which expression shall, unless it be repugnant to the context or meaning thereof, include his successors, nominees and assigns) of the **OTHER PART**.

WHEREAS NDTV is desirous of allotting a prime time slot for documentary on its pay channel NDTV 24x7 to provide viewers with an in-depth look at life and insights into the fast-changing, globalizing world of today and has invited organizations and independent producers working on documentaries to grant a license to NDTV to broadcast their works on its pay channel NDTV 24x7 as per terms and conditions mutually agreed.

AND WHEREAS the Licensor is the holder of the proprietary rights in a documentary titled **"An Unlikely Match"**, having duration of 38 minutes (hereinafter referred to as **"the Licensed Work"/ "Programme"**).

The Programme is directed by Akshita Nagpal, Bisma Ali Tenzu, Daoud, Hasina Khatun, Neha Negi.

IT IS, THEREFORE, AGREED AS UNDER:

1. TERMS OF LICENSE

NDTV shall have a Non-Exclusive license (hereinafter referred to as the **'License'**) to broadcast, subject to limitations contained herein, the Licensed Works of the Licensor during the Term of this Agreement.

NDTV shall have the right to use the Licensed Work of the Licensor for telecasts for a maximum of 3 runs and 3 repeat telecasts during the period of (2) two years effective from 28th August 2015 to 27th August 2017 on its pay channel NDTV 24X7 in the territories as per **Schedule I**. NDTV shall also be entitled to use the footage from the Licensed Works in any promos that the channel may air for the said Programme or for promoting its documentary slot. It is further agreed that the film will be uploaded on the NDTV website www.ndtv.com for a month from the date of the broadcast.

It is clearly understood that this License entitles NDTV to use the Licensed Works of Licensor for broadcast on its channel only: All requirements for editing the film (including sound) will be conveyed to the Licensor and shall be made by them.

NDTV shall be entitled to use the agreed Licensed Work of the Licensor only for the purpose for which the same is granted to NDTV. Use of Licensed Work of the Licensor in any other manner except for the purpose agreed herein shall amount infringement of Copyright of the Licensor and NDTV shall be responsible for the consequences thereof.



2. LICENSE FEE

NDTV shall pay a total License Fee amount of Rs.75,000/- (Rupees Seventy Five Thousand Only) for the Licensed work, subject to applicable withholding taxes, to the Licensor as fee for the grant of its Licensed Work through this Agreement on the receipt of valid invoice. The aforesaid agreed License Fee shall be paid by Licensee to the Licensor after the first airing of the Programme. The invoice should be reflective of the PAN details and also the complete bank account details of the Licensor.

3. PERFORMING RIGHTS

The Licensee shall have no liability whatsoever to make any further payment(s) including to the director/s, star cast, performer/s, composer/s, lyricist/s of the said Licensed Work or to any other person(s) and/or towards mechanical royalty, publishing royalty etc. for exercise of the rights assigned to the Licensee herein except in accordance with applicable law. In case any person stakes any claim on the Licensee at any time in this regard, the Licensor hereby fully indemnifies the Licensee against any/all such claims, losses, damages, costs and/or expenses caused to/ suffered by the Licensee as a consequence thereof, and such indemnity is without prejudice to any other right or remedy that may be available to the Licensee.

4. TECHNICAL SPECIFICATIONS

The Programme shall be strictly as per technical specifications contained in **Schedule II** to this Agreement. A five-second bumper must precede each break after which there should be a minimum of 15 seconds of black before the beginning of the five-second bumper leading into the next segment. Each new segment must begin at the following half or full minute whichever is first. In case the film is not in segments, the filmmaker must indicate the cut point for the break.

5. REPRESENTATION AND WARRANTIES

The Licensor represents and warrants that:

- a) The Program, when delivered, will be free and clear of any lien or claim by any Party including without limitation any claim by any union or guild including any residuals or re-use fees.
- b) The Licensor is free and has full right and authority to enter into and perform this Agreement and the Licensor has not entered into any other agreement, and shall not make any arrangement which may conflict with it or in any way interferes with the full and complete performance of the Licensor's obligations to NDTV and that Licensor shall receive no compensation in connection with the License of the Programme, other than as herein provided.
- c) The Licensor shall deliver the Programme and all the Delivery Material to NDTV free and clear of all recording synchronization, mechanical and or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipment or otherwise in connection with the production of the Programme shall have been paid for in full by the Licensor on or before delivery.



6. TERMINATION

Either Party shall have the option to terminate this Agreement by serving a 30 days' notice to the other Party without assigning any reason thereof. In case of such termination of License, the Licensor shall refund the License Fee amount paid by NDTV, after adjusting the amounts of use of Licensed Works by NDTV. In case of breach of any of the term of this Agreement by either Party a notice shall be served to rectify such breach within fifteen days failing which the aggrieved party shall also be entitled to terminate this License.

7. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement will be construed as creating partnership, joint venture, agency or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power /authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

This License is granted for the use of NDTV for the telecast through its own channel only.

8. INTELLECTUAL PROPERTY RIGHTS

NDTV shall not transfer or allow any other person to use the Licensed Work of the Licensor in any format or shall claim any copyright in respect of the permitted Licensed Work of the Licensor and all copyright shall always remain the exclusive property of the Licensor. The License granted hereby is only valid for telecast as per Clause 1 of this Agreement of the Programme.

NDTV shall also be entitled to use the footage from the Licensed Works in any promos that the channel may air for the said Programme.

9. MODIFICATION

The Agreement cannot be modified, varied, altered or terminated orally, and any modification, variation, alteration of the Agreement shall be mutually agreed in writing and executed by or on behalf of the Parties.

10. CONFIDENTIALITY

Each Party agrees to keep and procure to be kept secret and confidential any and all written and/or oral information of any kind relating to the terms of this Agreement and the programmes pursuant to this Agreement or prior to it through any conversation, meeting, discussion, and/or negotiation ("Confidential Information") and not to disclose the same to any third party other than those of its officers, employees, agents, on a need-to-know basis and only to the extent necessary for each of them to perform that Party's obligations under this Agreement.



However, the foregoing obligations shall not apply to any part of the Confidential Information which:

- (a) was already in public domain or which becomes so through no fault of the recipient Party; or
- (b) was already known to the recipient Party prior to receipt thereof; or
- (c) is required to be disclosed by law, regulatory authorities or pursuant to a judicial order.

11. INDEMNIFICATION

The Licensor agrees, understands and acknowledge that they shall be responsible for the Licensed Work as provided under this Agreement and agree to defend, indemnify and to keep the Licensee and/or its Affiliates, and/or their respective directors, Officers, employees, advisors, business associates, distributors and all representatives, harmless including from any third party actions/claims/demands, whatsoever and all costs ,expenses, losses in connection therewith, in respect of its following: (1) the Licensed Work (including any intellectual property infringement claims in connection with the Licensed Work or material provided ; (ii) non-performance or breach or violation of any of the terms and conditions hereof, including all terms and conditions may be amended and made applicable from time to time (iii) violation of any applicable laws, statutes or regulations (iv) failure or breach of its representations or warranties or covenants herein.

12. DISPUTE RESOLUTION


Any dispute relating to this engagement shall be settled amicably by the Parties. In the event that an amicable resolution or settlement is not arrived at within a period of thirty (30) days from the date on which the dispute or difference arose, either Party shall be entitled to refer the dispute to a Court in Delhi.

The Courts at New Delhi shall have the exclusive jurisdiction over any matters arising out of this Agreement.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there are no further or other promises, representations, warranties or Agreements or understandings, whether written or oral, except as contained herein. This Agreement cannot be modified in any way except in writing signed by the Parties.

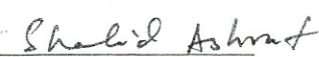
For and on behalf of
NEW DELHI TELEVISION LIMITED



Sheena Iype
Authorized Signatory



For and on behalf of 
REGISTRAR, JAMIA MILLIA ISLAMIA



Name:
Authorized Signatory Registrar

Jamia Millia Islamia
(A Central University)
New Delhi-110025

Schedule I

Territories: NDTV 24x7 channel

A	Country / Region	Operator/Platforms
1	USA	Dish Network Time Warner Cable
2	UK (England & Ireland)	Sky (DTH) Virgin Media (Digital Cable)
3	Canada	Shaw Cable (Digital cable), Rogers (Digital Cable), Telus (DTH), Bell ExpressVu (DTH), Bell Fibe TV (IPTV), Cogeco (Digital Cable)
4	Middle East (Bahrain, Cyprus, Iran, Iraq, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi Arabia, Syria, United Arab Emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras Al)	Pehla (DTH), E Vision (IPTV), dU (IPTV) & Qtel Cable (cable)
5	South Africa, Angola, Botswana, Malawi, Mozambique, Namibia, Swaziland, Zambia, Zimbabwe, Uganda, Tanzania, Burundi, Congo, Eritrea, Ethiopia, Rwanda, Benin, Burkina Faso, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Cote d'Ivoire, Democratic Republic of the Congo, Djibouti, Equatorial Guinea, Gabon, Ghana, Guinea, Guinea Bissau, Kenya, Lesotho, Liberia, Mauritius, Madagascar, Niger, Nigeria, Reunion, Sao Tome & Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, Zanzibar, The Gambia and Togo	Multichoice (DTH); Cable (A One Cable, Kampala Siticable Network, CTN Western Cable Television Network, Fibre Link, Mitsuminet Cable, South Key BOLL Television Networks Pvt. Limited, Milan Cable Network, Milan Cable Television, Cabel Television Network, Mwanza Satellite Cable Television Networks, Win Cable & Internet)
6	Mauritius	Mauritius Telecom (IPTV)
7	Sri Lanka	Dialog TV (DTH), Sri Lanka Telecom (IPTV) & Hotels (Taj Samundra, Cinnamon Grand, Cinnamon Lakeside & Hilton Colombo)
8	Maldives	MediaNet (Digital cable)



9	Australia – New Zealand	Fetch TV (IPTV), Vision Asia (DTH & IPTV)
10	Myanmar	Skynet
11	Papua New Guinea	Hitron
12	Singapore	StarHub
12	India	Across all platforms.
14	Live Streaming of the channel on www.ndtv.com.	
15	Live Streaming of the channel on internet/mobile.	
a.	Entire World Except India	Watch India/Web
b.	Worldwide	Global Takeoff/Web and Mobile
c.	Global	Zenga/Mobile
d.	India	Apalya/Web and Mobile
e.	India	Digivive/Mobile



Schedule II

TECHNICAL SPECIFICATIONS

AUDIO & VIDEO SPECIFICATIONS:

LINE-UP SIGNALS

To ensure correct replay, program tapes shall contain appropriate sound and vision line up test signals at the head of the tape.

At the beginning of each tape, line up signals and identification leaders are required.

These line up signals shall comprise:

VISION:

At least 30 Seconds of first generation 75%, 625/50 Colour Bars. An indent clock as detailed below shall precede the start of program. The program should be followed by synchronous cut to black which runs for at least 30 seconds.

SOUND:

At least 30 Seconds of 1 kHz tone recorded at 0db / -18db / 4ppm-20dBFS. This line up shall accompany the above colour bars and be present on each audio channel of the video tape, with interrupted tone on channels 1, 2, 3 & 4

VIDEO:

- The video shall be free of excessive crushed blacks and highlight compression.
- Transient response shall be such that ringing, smear and echoes are not noticeable.
- Moiré and other patterning shall not be visible.
- Hum, cross talk and other spurious signals should not be apparent in the video signal.
- Colour rendition, especially skin tones shall be natural unless artistic considerations require otherwise.
- The timings, amplitudes and bandwidths of video materials shall not violate relevant CCIR system specification.
- The use of any video equipment, such as digital video effects (DVE) devices, must not introduce unintentional changes to the luminance and chrominance levels, nor cause perceptible timing shifts on entry or exit levels from the digital effect.
- Average picture level should be 54%
- S/N PERIODIC -- 40 db

AUDIO:

- The audio shall be free of spurious signals such as noise, hum and cross talk. Sibilance, distortion, wow and flutter shall not be apparent.
- The audio shall not show dynamic and frequency response artifacts as a result of the action of noise reduction or low bit rate systems.
- Whenever possible, maintain parity in audio levels between the various channels. Dialogue, music and effects must be properly mixed and without distortion.
- Audio shall be synchronous with the vision such that the audio should not lead the video, the vision more than one (1) field or lag more than one (1) frame.

AUDIO CHANNELS AND TRACK DESIGNATION:

CHANNEL 1 : Composite English Audio Track (Mono)

CHANNEL 2 : Natsound, Music, & Effects

CHANNEL 3 :

CHANNEL 4 :

ADDRESS TRACK : EBU TIME CODE



All channels shall be recorded such that peaks do not exceed - 12 db.

GENERAL SPECIFICATIONS:

VIDEO TAPE FORMAT :

- The tape supplied shall be either the final edited master or a dub made directly from it.
- The post production process must ensure that the final edited tape is the lowest possible generation.
- All tapes must be of broadcast standard.
- The delivered tapes should contain no Audio or Video defects.

PROGRAM MATERIAL MUST BE RECORDED ON TO PANASONIC DVC PRO TAPES. BETA, DIGIBETA AND DVCAM FORMAT WILL ALSO BE ACCEPTED

- Taped material shall be delivered in the manufacturer's purpose designed cassette box and wrapped for thermal and shock insulation and if transported by air only freighted in the pressurised of the plane.
- Half shows shall be recorded on to 33 minute Panasonic DVC PRO tapes stock. Other program lengths shall be recorded onto Panasonic DVC PRO tapes stock of appropriate length. Beta, Digi-beta and DVCAM format will also be accepted.
- All program tapes should be submitted alongwith the DVD with BURNT TCR. Preview copies should be sent on DVDs.
- We broadcast on a 4:3 anamorphic format and require an English sub-titled.

CLOCK / SLATE

The clock / slate must show the Program Title and duration.

TIME CODE:

- Tapes shall carry time code confirming to the relevant 625 EBU specification on the designated track. In particular it must be correctly 4 field phased to the video (8 field, if possible), continuous and increasing throughout the length of the clock and program.
- The time code for the first frame of the program shall be 09:57:00:00

FORMATTING / BREAKS IN PROGRAMS :

- The following formatted breaks shall be inserted into program. This clause is subject to change, filmmakers will be informed in case of changes
Half Hour Shows One (1) breaks to be inserted into program - Film should be divided into 2 segments
One Hour Shows Three (3) breaks to be inserted into program. Film should be divided into 4 segments
There will be (30) seconds recap at the beginning of segment 3 in a One Hour Show.
- Each program break (black) shall be 20 (20) seconds duration
- Program break shall be inserted into program in a manner that respects creative content and flow of storyline
- The program should NOT be pre-supered or titled. Filmmaker should provide a copy of the script with name & designation details for every soundbite and exact English translations for any soundbite in any language other than English.

DOCUMENTATION

The following documentation must be provided with all types.
Recording report: with start time, finish time and breaks, source faults, tape faults, video and audio level information, VT Recorder number and Operator / Editor name.- we will send a run sheet separately for this

QUALITY CONTROL REPORT

- Labels on the tape must contain the following information:
Title



Episode Name
Filmmaker's Name
Segments
Duration

- Labels on tape box and slate must contain the following information

Title
Episode Name
Filmmaker's Name
Segments
Duration

RECORDING SPECIFICATIONS

TCR # 09:58:00:00 – 1 minute of 75% Col Bars and –18dBFS audio tone

TCR # 09:59:00:00 – 45 secs Black

TCR # 09:59:45:00 to 09:59:57:00 - Visual slate with following information:

Name of Program: xxxxx

Name of Episode: xxxxx

Name of Filmmaker: xxxxx

Total Duration of Episode: xxxxx

TCR # 10:00:00:00 – Start of Program

