

PSBT – PUBLIC DIPLOMACY DIVISION FILM FELLOWSHIPS 2012

DRAFT GRANT AGREEMENT

BETWEEN THE PUBLIC SERVICE BROADCASTING TRUST (Hereinafter referred to as PSBT) AND -----
----- (Hereinafter referred to as FILMMAKER).

WHEREAS the Filmmaker has submitted a proposal to PSBT for a Film Fellowship to make a documentary Film with the Working Title -----. **The Filmmaker will provide PSBT the Final Film in English. In addition, the Filmmaker will provide language versions in French, Arabic and Spanish.**

AND WHEREAS PSBT having entered into a partnership with the Public Diplomacy Division, Ministry of External Affairs, Government of India, to award Film Fellowships, wishes to support the Production of the said Documentary and to acquire all rights and interests, subject to the terms and conditions contained herein.

The making of the Film and the implementation of the Fellowship shall in essence be by the designated Director of the Film who shall be its principal auteur and so credited in the titles. PSBT strives to exclude middlepersons. The Director of the Film confirms that s/he is the principal shareholder or partner in the company or organisation in the event this Grant is so signed on its behalf by the Director for purposes of his/ her expediency. With the prior written permission and agreement of PSBT, the Director may work with and so designate a Co-Director as a personal arrangement without such an individual(s) having any claims to the contents, rights, privileges or implementation of this Film Fellowship.

It is understood that no member, employee or recent ex-employee of the Public Diplomacy Division, Ministry of External Affairs, Ministry of Information and Broadcasting/ Films Division/ Prasar Bharati or member of any committee involved in administering this project at any of these bodies shall be eligible to produce any of the films, unless specifically agreed to, in writing, by the Public Diplomacy Division.

The Parties have agreed as follows:

1. The Production

The Filmmaker shall render all services necessary to ensure the completion, within the time allowed in this Film Fellowship Agreement, and subject to the terms hereof, of the following:

- i) One completed documentary film on HDCAM, running approximately XX minutes in length titled -----, an abridged version of 6-8 minutes and a promo of 2 minutes. The objectives and scope of the Documentary are as outlined in **Annexure V**. A detailed treatment of the Documentary is provided in **Annexure VI**.

NOTE: The Filmmaker agrees that the Film will be shot and post-produced on professional Full High Definition (1920x1080 with 50 mbps) to ensure international broadcast quality. In all cases, it shall be the responsibility of the Filmmaker to ensure at his/her risk and cost that the

broadcast tapes to be submitted to PSBT meet technical quality standards, as specified in **Annexure I**.

- ii) The Filmmaker shall provide services to the satisfaction of PSBT and the Public Diplomacy Division. Should the Filmmaker be unable to complete the Production to the satisfaction of PSBT and the Public Diplomacy Division, this Film Fellowship Grant shall either be amended to modify the scope of the Production or, at the discretion of PSBT, terminated and monies already advanced will be reclaimed.

2. Time Table

Copy of Film Fellowship Agreement + 1st Advance	by
Complete Research & Script	by
Film Rough Cut	by
Completed Film to PSBT	by

3. Deliverables

As per Appendix B

4. Other Obligations

The Production shall be guided by the Broadcasting Code, the Cinematograph Act and conform to other technical and generic guidelines pertaining to broadcasting and Censorship Rules as laid down by the Government of India and modified from time to time at the time of completion of the Film.

5. Consultations with PSBT

- i) The Filmmaker agrees to consult with PSBT while the Production is being developed. In the course of such consultations, PSBT may propose that certain courses of action be taken in respect of work or changes be carried out which may help nuance the Film and help it attain the highest standards of intellectual discourse. The Filmmaker shall not unreasonably refuse to consider/ give effect to such advice.
- ii) The Filmmaker agrees to consult with a Subject Specialist(s) so designated by PSBT to advise the Filmmaker on the subject and content of the Film. The Subject Specialist(s) may help define the scope of the Film and help the Director/ Writer of the Film to refine his/her/their ideas and advise PSBT as to the accuracy and reasonableness of the subject matter and arguments of the Film.
- iii) **The Filmmaker agrees to provide a monthly report on the progress of the Film to PSBT from the date of signing of the Film Fellowship Agreement by email to tulika@psbt.org (Annexure II).** The Filmmaker agrees to provide PSBT, access to viewing all available material with the Filmmaker pertaining to the Film at any stage of its Production.

6. Credits

- i) PSBT, the Public Diplomacy Division and their collaborators shall receive acknowledgment in the opening and closing credits of the Documentary at their absolute discretion as detailed in **Appendix B**.
- ii) The Filmmaker agrees to provide appropriate credit to PSBT and the Public Diplomacy Division, Ministry of External Affairs, on all copies of the Film and on all publicity and promotional material produced in connection with it.
- iii) The Filmmaker agrees that Credits approved by PSBT and so inserted in the Film will not be removed, modified or changed, without the written consent of PSBT.
- iv) PSBT shall design, at its cost, an opening montage, logo and/or title sequence style - including typeface on video, which shall be common to all Films under the project. PSBT shall provide a Master to the Filmmaker at the time of approval of the Rough Cut.

7. Awards

The Filmmaker shall be entitled to enter the Film at any Film Festival or Competition and to claim any awards in their entirety subject to Clause 8 below. However, if the Film is entitled to two awards separately such as the National Awards for Director and Producer, PSBT shall be entitled to the Award and acknowledgment as the Producer.

- i) Any financial awards won by the Director shall be retained by him/ her.
- ii) PSBT urges the Filmmaker to enter the Film at prestigious Film Festivals in India and abroad, and to claim any awards in their entirety, subject to Clause 8 below. PSBT will consider reimbursing up to a maximum of Rs 5000/- against a prior approval towards expenses incurred by the Filmmaker in entering the Film at significant overseas film festivals. These shall be against actual expenses and on receipt of copies of appropriate documentation in support of the claim.
- iii) **The Filmmaker agrees to keep PSBT informed, in writing, of all national and international Film Festival selections and screenings; awards won within 15 days of their announcement and any other significant public screenings of the Film.**

8. Title to Property

- i) All of the titles and interest in and to all work developed or produced under this Film Fellowship Grant and all rights, title and interest in copyrights, and other intellectual property derived from this work shall be the property of the Public Diplomacy Division, Ministry of External Affairs.
- ii) 25 per cent of the revenues earned from the sale of the Film produced under this initiative shall be shared with the Filmmaker in perpetuity, when they are a significant amount, for example, more than Rupees Five Hundred a year.

- iii) PSBT, or someone designated by PSBT, shall have the right to maintain a website that might include excerpts from the Film produced or the Film in its entirety to be disseminated or sold through the internet, including web streaming.
- iv) PSBT may at its sole discretion appoint a Sales Agent(s) on terms and conditions it so deems appropriate to market and distribute the Film in the manner, form and under terms and conditions it considers appropriate in its judgement.
- v) PSBT, its designate and/ or the Public Diplomacy Division may at their sole discretion use the Film or part of the Film in any manner or for any purpose that they may choose.
- vi) PSBT encourages the Filmmaker to arrange and use his/ her Film for non-commercial screenings and free dissemination. Filmmakers are implicitly authorised to represent their own films non-exclusively and to try and market them. They will be entitled to 40 per cent of any gross revenues, including 15 per cent towards expenses. However, all contracts will be signed by PSBT on behalf of the Film and payments will be received and disbursed by PSBT. For logistical ease, DVD sales are managed by Syncline Films (www.synclinefilmstore.com).
- vii) Filmmakers are not authorised to offer films for telecast or make them available on the internet, for viewing or distribution in any form, without prior permission from PSBT and the Public Diplomacy Division, though short promos of the Films, as submitted to PSBT, may be used on the filmmaker's website, YouTube and other such sites.

All products shall be delivered to PSBT as required herein or on termination or on completion of this Film Fellowship Grant, whichever is earlier, unless PSBT requests in writing to do otherwise.

9. Compensation

- i) PSBT shall pay the Filmmaker an amount of up to **Rs -----/-** pursuant to this Film Fellowship Grant Agreement. This amount will be paid to the Filmmaker in instalments at PSBT's sole discretion. The total Film Fellowship Grant of **Rs -----/-** is intended to cover all expenditures incurred by the Filmmaker in completing the Production, including all taxes, if applicable.
- ii) The Filmmaker warrants that the Budget in **Appendix A** provided by him/ her and approved by PSBT is an accurate and reasonable estimate of actual expenses to be incurred on the Film, its fees and overheads. In the event that the Film is completed under budget without compromising the quality or the scope of work in the opinion of PSBT, the Filmmaker shall be entitled to 50 per cent of such savings.

10. Payment/ Grant

Note: All payments will be made in the name of the Filmmaker with whom this Grant Agreement is being signed.

- i) PSBT agrees to pay the Filmmaker an amount up to **Rs -----/-** in accordance with the following schedule of payments, provided it is satisfied with the quality and schedule of the work in progress:
 - a) 20 per cent upon signing of this Fellowship Grant Agreement and its Annexures / Appendices.
 - b) 30 per cent upon approval by PSBT of a Script defining the content of the Film and its proposed style and detailed treatment.
 - c) 25 per cent upon approval by PSBT of the Rough/ Revised Cuts of the Documentary Film.
 - d) 25 per cent upon submission of the Final Masters and other documents (please refer to Submission Guidelines for Deliverables to PSBT – **Appendix B**) and completion of all documentation and formalities by the Filmmaker and final acceptance of the Film by the Public Diplomacy Division.
- ii) Tax will be deducted at source as per the current provisions of the Income Tax Act. While signing this Film Fellowship Grant Agreement, the Filmmaker shall mention his/ her PAN. If s/he does not have one, this needs to be communicated to PSBT in writing, indicating its status i.e. date of application, etc. Unless appropriate documentation is provided, PSBT shall deduct TDS at the Filmmaker's liability mentioning in the documentation that no PAN has been provided. TDS Certificates shall be issued to the Filmmaker at the end of each financial year.

Note: PSBT will ordinarily take approximately three to four weeks at each stage of approval. **Payment due shall be made only after formal approvals and when all requirements regarding submissions up to that particular stage are met. Please ensure that submissions are made in accordance with the Submission Guidelines and Deliverables outlined in Appendix B.** In the event of any unforeseen delays in the release of funds by PSBT, the Filmmaker will be given additional time equivalent to the delay, in which to complete the Film.

11. Insurance

- i) The Filmmaker agrees to carry insurance for personal injury, loss of life for all members of the Film production and development crew.
- ii) The Filmmaker is advised to insure all aspects of the Production, including third party liability insurance designating PSBT as the beneficiary.
- iii) The failure or otherwise of the Filmmaker to initiate such insurance does not absolve him/ her of his/ her obligations under the terms of this Film Fellowship Grant Agreement or any liabilities or additional costs that might be incurred due to loss or damage, for any reason whatsoever, of material and equipment used

in the production of the said Documentary or of loss of life or injury or illness, to anyone associated with the project. PSBT shall be absolved of all responsibility in the event that the Filmmaker fails to insure the Production adequately.

- iv) PSBT shall be included as a name insured in any such insurance policy and the Filmmaker agrees to provide PSBT with certificates thereof on request.

12. Representations and Warranties

The Filmmaker warrants and represents that:

- i) S/he has full power and right to execute this Film Fellowship Grant Agreement and that there is nothing, which could in any way interfere with PSBT's rights under this Film Fellowship Grant Agreement;
- ii) The Production is, and shall continue to be, free of any claims, encumbrances or restrictions, of any nature, whatsoever;
- iii) Subject to paragraph (v) below, the Filmmaker shall obtain all rights, releases, licenses, permits or other authorisations to use in perpetuity, photographs, material, artwork, original footage, stock footage (for the life of the Production) or any other property or rights belonging to third parties in the Production or otherwise in the performance of its services for PSBT;
- iv) S/he waives all rights in the Production and shall ensure that similar waivers are obtained from third parties or employees involved in developing the Production;
- v) S/he shall obtain clearance licenses for the Production to enable PSBT/ its Designate/ the Public Diplomacy Division to distribute the Production anywhere in the world, including for television broadcast, on any appropriate media and technology in perpetuity. It is understood that the words "clearance licenses" means licenses in all elements in the Production, including music, stock footage, copyrighted works of any description, clearances for actors, performers and writers and other components in the Production and the Filmmaker shall provide the same to PSBT. It is also understood that "television broadcast" shall include any transmission and/or reception and exhibition of the Production by means of any television device, method or improvement, now or hereafter known, including over-the-air television broadcasting transmitter, cable television system, pay cable television system, pay-per-view cable television system, direct-to-home satellite broadcast system, satellite master antennae television system, microwave multi-point distribution system, DVD, web-streaming or web casting or any other technologies of duplication, distribution and/ or transmission;
- vi) S/he shall, to the extent required, enable PSBT to exercise the rights in the Production vested in it by this Film Fellowship Grant Agreement, secure all clearances, releases and licenses as may be so required in respect of the rights of

all persons appearing or performing or performing services in connection with the Production and provide the same to PSBT;

- vii) In respect of all copyrighted music and any lyrics or libretto associated therewith included in the Production, the Filmmaker shall provide PSBT with music cue sheets, listing all necessary information concerning the title, composer, publisher, performing rights society and duration of all music used in the Production;
- viii) That each person who has rendered services, has furnished material in connection with the Production or has authorised the use of his/her name, likeness, recorded voice, photograph and biography in the Production and advertising, publicity and promotion thereof;
- ix) That the Production shall in no way infringe or violate any trademark, patent, trade-name, literary, music or dramatic right, or any proprietary right, copyright, moral right, right of privacy or other right of any person, organisation or corporation;
- x) S/he shall indemnify and save harmless PSBT, its Trustees, officers, employees and agents from and against all claims, suits, actions and demands (including reasonable legal fees) for infringement of any of the representations and warranties mentioned in this Film Fellowship Grant Agreement;
- xi) S/he shall indemnify and save harmless PSBT, its Trustees, officers, employees and agents from and all liabilities, suits, claims, demands, damages, and actions of any kind or nature (including reasonable legal fees) for which PSBT shall or may become liable or suffer by reason of any death or injury or damage resulting from, occasioned to or suffered by any person or property respectively, by reason of any tortuous conduct or omission on the part of the Filmmaker or his/her, employees or agents or arising out of or in connection with the implementation of this Film Fellowship Grant Agreement or any breach of this Film Fellowship Grant Agreement or the representations and warranties given herein by the Filmmaker;
- xii) S/he shall pay all development costs of the Production before its delivery to PSBT and that the Production Budget is a true and accurate budget which includes the cost of all phases of the Production;
- xiii) That the Production contains no censurable, unlawful or objectionable material such as to prevent the Production from being exhibited or broadcast on television in India or otherwise disseminated or likely to compromise or embarrass PSBT or the Public Diplomacy Division;
- xiv) The Films PSBT commissions under this initiative are subject to the final approval of the Public Diplomacy Division. PSBT and in turn the Filmmaker is obliged to make any changes they might require. In addition, the Films are subject to PSBT's own review process regarding their quality;

- xv) The Filmmaker shall at his/ her own initiative, obtain a Censor Certificate for the Film and consider changes suggested by the Censor Board to secure this. A letter authorising the Filmmaker to secure this on behalf of PSBT will be provided at the time of application.

13. Books of Accounts

- i) The Filmmaker shall keep proper accounts and records (including invoices, receipts and vouchers) relating to the work carried out under this Film Fellowship Grant. PSBT (or its Designate) may, at PSBT's expense, inspect and audit these accounts, records and supporting vouchers at all reasonable times as well as have the right to make copies of the same.
- ii) **The Filmmaker agrees to provide a draft Statement of Accounts along with the Rough Cut, based on the accounting heads in the sanctioned budget, including travel.**
- iii) **The Filmmaker shall provide to PSBT a Statement of Accounts, every quarter and on completion of the Film, both to be based on the accounting heads in the budget.** It is understood that while PSBT prima facie accepts the detailed budget submitted by the Filmmaker and appended to the Grant Agreement as the maximum amount to be reimbursed, PSBT is obliged to accept only all actual expenditures that stand up to the scrutiny of reasonableness and standard industry rates and practices. PSBT shall have the right to withhold payments against expenditure items that are not adequately or reasonably supported or if unit rates represent significant variation from prevailing fair market values.

14. Events of Default

- i) The following events shall be considered events of default under the provisions of this Film Fellowship Grant Agreement:
 - a. The Filmmaker fails to perform any of his/ her obligations, or fails to pay any sum required to be paid by the Filmmaker hereunder;
 - b. The Filmmaker has failed to disclose any material fact relating to the Production;
 - c. The Filmmaker ceases to carry on business, or makes an assignment for the benefit of his/ her creditors, becomes insolvent or commits an act of bankruptcy;
 - d. Any action is taken to have the Filmmaker declared bankrupt, or wound up, or a receiver is appointed over any part of the Filmmaker;
 - e. Any action is taken to remove control of the Production from the Filmmaker;
 - f. Any action is taken to seize any elements of the Production;

- g. A change occurs in the financial position of the Filmmaker which, in PSBT's judgement, impairs the Filmmaker's capacity to perform his/her obligations under this Film Fellowship Grant;
- h. The Filmmaker fails to deliver the Production on the date or dates specified in this Film Fellowship Grant Agreement, except as otherwise agreed to by PSBT in writing; or
- i. The Filmmaker does not adhere to any of the Terms of the Film Fellowship Grant Agreement.

15. Termination of Grant Agreement

- i) Where any of the Events of Default as set out in Sections 13 and/ or 14 occur, PSBT shall have the right, but not the obligation, to terminate this Film Fellowship Grant Agreement.
- ii) PSBT shall give the Filmmaker 30 days' written notice of its intention to terminate this Film Fellowship Grant Agreement unless the default specified in the notice is cured. No delay by PSBT in exercising its right of termination, or extension of the notice period, shall in any way limit PSBT's right to terminate this Film Fellowship Grant Agreement.
- iii) In the event that PSBT terminates this Film Fellowship Grant Agreement for any reason:
 - a) All provisions of this Film Fellowship Grant Agreement which expressly or by necessary implication survive the expiration or earlier termination of this Film Fellowship Grant Agreement shall do so; and
 - b) On the completion of the Film all the financial and other obligations of PSBT shall cease except as otherwise detailed in the Film Fellowship Grant Agreement. The Filmmaker shall return to PSBT any funds advanced to his/ her, which will not have been expended in accordance with the Production Budget, whereas PSBT shall reimburse the Filmmaker any expenses incurred in accordance with the Production Budget and in respect of which the Filmmaker has not received previous payment from PSBT. This does not absolve the Filmmaker of the responsibility to submit to PSBT all contracted deliverables and fulfilling all the terms of the Film Fellowship Grant Agreement nor does it preclude PSBT from making claims on the Filmmaker for his/ her failure to do so at any time during or following the formal conclusion of this Film Fellowship Grant Agreement, should it so be discovered.
- iv) If at any stage of the Production an event of default as set out in Sections 13 & 14 occurs and is not cured in accordance with paragraph (ii) above or if the Filmmaker gives notice that s/he is unable for any reason to proceed with the Production, or if it appears to PSBT that the Filmmaker without prior approval in writing from PSBT, is likely to exceed the budgeted sum for developing the Production, PSBT may at its discretion terminate the Film Fellowship Grant Agreement and retain ownership in all work and work developed or produced

under this Film Fellowship Grant Agreement and the Filmmaker shall be required to provide forthwith to PSBT all such work or work product, including originals and copies.

16. Relationship of the Parties

Nothing in this Film Fellowship Grant Agreement shall be considered to place either party in the position of agent, partner or joint ventures of the other party, and neither party shall have the power to bind the other party or to the Film Fellowship Grant Agreement in the name of, or create a liability against, the other party in any way for any purpose. Neither party shall be responsible for the acts or defaults of the other party or any of the other party's employees or agents.

17. Governing Law

Any dispute relating to the terms and conditions of this Film Fellowship Grant Agreement shall be subject to the laws and courts of New Delhi.

18. Arbitration Clause

In the event of any dispute between the Filmmaker and PSBT, the issue will be resolved through arbitration by a committee constituting a nominee each of the Filmmaker, PSBT, the Public Diplomacy Division and an independent member agreed upon by mutual consent.

19. Film Editing Rights and Film Adaptation

The Filmmaker hereby undertakes to edit the Film in accordance with the reasonable requirements of PSBT's Commissioning Editor or such other person as they shall appoint and any such editing shall be carried out at PSBT's sole cost.

The Filmmaker does not have the right or permission to unilaterally produce and disseminate different versions of the Film without PSBT's prior approval. In exceptional cases, if s/he needs to correct, modify, edit, amend the Film after submitting the final version to PSBT, the new version will be submitted to PSBT for approval. It is also imperative that credit titles, opening/closing montage, etc. are not unilaterally changed.

PSBT shall be entitled to undertake or authorise the adaptation of the Film by any means at their sole discretion and cost.

PSBT may at its discretion undertake or authorise editing and adaptation of the Film in order to:

- i) Allow for insertion of advertisements, public service announcements and similar material and/ or
- ii) Facilitate the timing requirement of the TV channels transmission schedules and/ or

- iii) Meet the reasonable requirements of the TV channels programme policies and standards with regard to the suitability of the content of the Film for television broadcast.

20. Notices

Any notice or other communication to the Parties shall be sent to the following addresses:

Public Service Broadcasting Trust
A – 86, Nizamuddin East
New Delhi-110013
Tel: 24355941; Fax 24353825

PSBT shall communicate to:

Name:
Address:
Tel:
Email:

Or at such other places as they may, from time to time, specify by notice in writing, to the other Party. Any such notice or other communication shall be in writing and, unless delivered by a responsible officer of the addressee, shall be given by registered mail or facsimile.

21. Assurances

The Parties agree to do all such things and to execute such documents as may reasonably be required to give full effect to this Film Fellowship Grant Agreement.

22. Entire Film Fellowship Grant Agreement

This Film Fellowship Grant Agreement constitutes the entire Agreement between the Parties and the Parties agree that there are no other understandings, record note of discussions, papers, representations, warranties or oral agreements relating to the subject matter of this Film Fellowship Grant Agreement. It shall remain operative unless modified/ amended or altered any or all of its provisions in writing until the end of period mentioned herein in item No. 2 Time Table: completed Films to PSBT or the handing over of all materials as identified in Deliverables.

23. Non-Assignability

This Film Fellowship Grant Agreement shall not be transferred or assigned by the Filmmaker without the prior written consent of PSBT. Both parties agree that ----- shall be the Director and auteur of the Film and his/ her name shall be so reflected in the credits.

24. Successors and Assignees

This Film Fellowship Grant Agreement shall ensure to the benefit of, and be binding upon, the Parties, their successors and permitted assignees.

25. Severability

If any of the provisions of this Film Fellowship Grant Agreement are held to be unenforceable, the remaining provisions shall remain in full force and effect.

26. Time

Time shall be of the essence hereof. In the event that the Filmmaker fails to keep to the agreed upon production schedules and deadlines, unless these have been revised by mutual agreement in writing, **PSBT may impose a penalty not exceeding 2 per cent of the total Film Fellowship Grant amount for each week that the deadline or schedule is not met, if in its opinion there are no reasonable or extenuating circumstances for the delay.**

IN WITNESS WHEREOF the Parties hereby agree on the terms and conditions of the present Film Fellowship Grant Agreement.
For PUBLIC SERVICE BROADCASTING TRUST

(Rajiv Mehrotra)
Managing Trustee

(-----)
Filmmaker

PAN:

Witnesses

Witnesses

Signatures

Signatures

Name

Name

Address

Address

Date

Date

APPROVED BUDGET

APPENDIX A

DELIVERABLES AND SUBMISSION GUIDELINES

FOR SCRIPT APPROVAL

The Script to be submitted by the Filmmaker should include the following elements:

- a) Central arguments/ focus of the Film.
- b) Key learnings from the research that will feature/ be covered in the Film.
- c) Visual and aural narrative of the Film.
- d) Film treatment and style.

FOR ROUGH CUT APPROVAL

To enable us to expeditiously approve the Rough Cut, please submit the following:

- a) Rough Cut Submission Check List. (Enclosed)
- b) Five (05) DVDs of the Rough Cut.
 - All Non-English sections of the Film (wherever appropriate) should be subtitled in English. PSBT will not be able to accept/ approve Cuts that are not in English or subtitled in English. The Filmmaker is free to use any font of his/ her choice, but its size must be equivalent to the font Arial, size 40.
 - The Rough Cut should be as close as possible to the Filmmaker's final version of the Film.
 - The duration of the Rough Cut cannot exceed the duration of the Final Film by more than 25 per cent.
- c) A Draft Statement of Accounts based on the accounting heads in the sanctioned budget, including travel.
- d) Copy of commentary text and cue sheet.
- e) Bio note of the Filmmaker.
- f) Six passport size photographs of the Director in colour.
- g) A set of 20 good quality colour photographs (7x5 inches): fifteen from the sequences of the Film and five of the crew along with 600 dpi digital versions in JPEG format.
Please ensure that the quality of the photographs is suitable for poster size enlargement and they are not mere video grabs from the Film.
- h) Resumes of the principal crew.
- i) A final schedule for the completion of the Film.

- j) Likely expenditure to be incurred till completion of Film.

Please Note: The third instalment to be paid to the Filmmaker on approval of the Rough Cut will be paid only upon the final approval of the Rough Cut and the receipt of all the above mentioned deliverables. After the Rough Cut is approved, the Filmmaker shall first provide one DVD copy of the completed Film before submitting the Final Masters so that if there are any further suggestions from PSBT or the Public Diplomacy Division, they can be incorporated.

FINAL FILM SUBMISSION – (PLEASE CONFIRM THESE DELIVERABLES BEFORE MASTERING)

- a) Final Film Submission Check List. (Enclosed)
- b) **MASTERS - ENGLISH**
- Two (2) Mixed HDCAM Broadcast Tapes each, with material in the following order:
 1. Film.
 2. Abridged version of the Film: 6-8 minutes, in wmv/ m4v format (for uploading on You Tube and other such platforms for publicity.)
 3. Film Promo: 2 minutes.
 - Two (2) Unmixed (International Track) HDCAM Broadcast Tapes each, with material in the following order:
 1. Film.
 2. Abridged version of the Film: 6-8 minutes, in wmv/ m4v format.
 3. Film Promo: 2 minutes.

Note: The Unmixed Master should have no subtitles. Channel 1 should have all music and effects and Channel 2 all commentary/ talking heads.
 - Two (2) Portable Hard Drives with uncompressed material in Quick Time/ AVI format, in the following order:
 1. Mixed Master of Film.
 2. Mixed abridged version of the Film: 6-8 minutes, in wmv/ m4v format.
 3. Film Promo: 2 minutes.
 4. Unmixed Master of Film – with no subtitles; Ch 1: M&E and Ch 2: Commentary/ Talking Heads.

Note: All cables and connectors with the Hard Drives should be enclosed with them.
 - Two (2) DVD Masters + Six (6) DVD Copies of the Film.

Note: The template for the DVD design will be provided by PSBT.
 - Two (2) DVD Masters + Six (6) DVD Copies of the Abridged Version of the Film + Promo.

MASTERS – LANGUAGE VERSIONS (The Film could be either be subtitled or dubbed or both in the respective language.)

- Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in French.
 - Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in Arabic.
 - Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in Spanish.
 - Two (2) Portable Hard Drives with the uncompressed Film in French, Arabic and Spanish respectively, in Quick Time/ AVI format.
- c) A 20-30 word synopsis of the Film.
- d) A 250-300 word synopsis of the Film.
- e) Complete Credits of the Film in English.
- f) Typed manuscript of the final script (with running time code) of the Film in English, including notification of any on screen text.
- g) A final Statement of Accounts detailing the expenditure incurred during the Production of the Film, certified by a qualified Chartered Accountant.

In exceptional cases, PSBT could require copies of vouchers, receipts, bills, etc.

- h) An A3 poster of the Film as an unlocked, soft copy.
- i) A Censor Certificate for the Film – Refer to Clause No. 12 (xv).

Requirements for Certification (as of February 2010)

1. Application forms duly filled in by the Producer.
 2. DVD with running time code (TCR) and the word 'Censor Copy' should be displayed throughout the film (both the TCR and the word 'Censor Copy' should be at the bottom of the screen).
 3. Demand Draft favoring 'Pay and Account Officer Ministry of I & B New Delhi' from a nationalised bank.
 4. Full script neatly typed with proper page number. The details of the casting and the full text of the songs should also be given. If the album is a compilation of songs, the sequence of songs as given in the DVD should be similar to that of the script.
 5. One copy of synopsis of the film.
 6. Undertaking on Rs 100/- stamp paper duly attested by the notary public with Rs 5/- notary stamp.
 7. If performing animal is used in the film (Cow, Buffalo, Snake, Dog, Goat, Camel, Elephant, etc) an NOC from the Animal Welfare Board of India will be required. For details visit www.awbi.org
- j) An undertaking from the Filmmaker that s/he has obtained a written consent from each person who has rendered services or who has furnished material in connection with the Production or has authorised the use of his/ her name, likeness, recorded

voice, photograph and biography in the Production and advertising, publicity and promotion thereof. **(Draft: Annexure III)**

- k) In respect of all copyrighted music and any lyrics or libretto associated therewith included in the Production, the Filmmaker shall provide PSBT with the requisite permission, music cue sheets, listing each musical work with all necessary information concerning the title, composer, publisher, performing rights society and duration of all music used in the Production. **(Draft: Annexure IV)**

NOTE: Kindly submit hard and soft copies (on CD in MS Word) both of the above mentioned documents.

OTHERS

I. The Film should contain the following OPENING CREDITS:

- a) 30 seconds colour bars;
- b) 30 seconds of black;
- c) 15 seconds clock countdown (to be provided by PSBT);
- d) Animated opening montage (to be provided by PSBT). (Fade out to black)
- e) This will be followed by the Title of the Film.

CLOSING CREDITS

- a) The closing credits may include the following categories:

(All in the same size & font, preferably in the form of a scroll, not exceeding **30** secs)

Director

- Assistant/s

Research

Script

Narrator/ Anchor

Cameraperson

- Assistant/s+ Lighting Attendant

Sound Recordist

- Assistant/s

Editor (online/offline)

- Assistant/s

Video Graphics Designer

Special Effects

Animation

Music Composer

- Musicians

Production Manager

- Assistant/s

Subject Advisor/s etc

Acknowledgements

- b) A montage with the closing credits for PSBT and the Public Diplomacy Division credits will be provided to the Filmmaker by PSBT.
- c) The credits of the Director and the rest of the Production team may only be at the end of the Film.
- d) The identity of the Production Company may also only be given at the end of the Film, along with the rest of the credits.
- e) There may be no credits for any commercial organisations, brands, companies, marketing teams or agencies, etc.
- f) No acknowledgements/ credits shall be given to any other company/ commercial organisation, which may have provided any kind of services to the Filmmaker, and/or to the rest of the team.
- g) PSBT may from time to time ask for the inclusion of additional credits in the event of support from or Co-Production with any other agencies. The Filmmakers will be informed in advance about these credits.
- h) Due credits may be given for the use of any other audio, visual or textual material including archival material.
- i) The total duration of all credits, preferably a scroll, should not exceed 30 seconds.
- j) The credit titles must be in English.

II. ABRIDGED VERSION OF FILM

- a) Total duration: 6-8 minutes.
- b) Format: wmv/ m4v format.

III. FILM PROMO

- a) Total duration: 2 minutes.
- b) Opening colour bars, black and clock, followed by an animated montage (to be provided by PSBT).
- c) Fade out to black, fade in to the Title of the Film.
- d) With voice over / music, etc. of the Filmmaker's choice.

IV. OTHER GUIDELINES

- a) The length of the Film starting with PSBT montage shall be XX minutes, including all the credits.
- b) Sound should be mixed on both Ch 1 and Ch 2 for the Mixed Masters.
- c) The time code for the Film should start after the colour bars, black, clock and the montage.

- d) Please label the Tapes accurately.
- e) Aspect ratio will be 16:9.
- f) Labels on the Tapes must contain the following information:
 - Title of the Film
 - Filmmaker's Name
 - TC In and TC Out
 - Duration

TECHNICAL SPECIFICATIONS

VIDEO:

- The Film must be shot and post-produced on 1920x1080 pixels with 50 mbps in an aspect ratio of 16:9.
- The Film must conform to international standard safe area criteria: 65 per cent of active width and 90 per cent of active height.
- The material may be originated with either interlaced or progressive scan.
- The video must be well lit and reasonably but not artificially sharp.
- 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 should not be visible.
- The video must be free of excessive noise, grain and digital compression artifacts.
- 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.
- Electronically generated moving graphics and effects (such as rollers, wipes, fades and dissolves) must be generated and added as interlaced to prevent unacceptable judder.
- The video must be free of excessive flare, reflections, lens dirt, markings and obstructions and lens aberrations.
- The video must be stable and continuous - i.e. no jumps, movements, shifts in level or position.
- Movement must appear reasonably smooth and continuous, and must not give rise to distortions or break-up to moving objects or cause large changes in resolution.
- Archival material must be taken from the best available source and any improvement or restoration work which can reasonably be expected must be done.
- If the Film contains some non-HD archival content, the Filmmaker should ensure it does not exceed 15 per cent of the duration of the Film.
- In certain circumstances, shooting on DV may be acceptable, though particular attention will need to be given to sound and lighting considerations. The Filmmaker should ensure it does not exceed 15 per cent of the duration of the Film.

- The use of material from non-broadcast and domestic video formats is not permissible except in exceptional circumstances, for which prior permission needs to be sought. In case it is used, all efforts must be made to ensure broadcast quality and that the video is not blurred or geometrically distorted.

AUDIO:

- Channel 1 should have all music and effects and Channel 2 all commentary/ talking heads.
- Sound must be recorded with appropriately placed microphones, giving minimum background noise and without peak distortion.
- The audio must be free of spurious signals such as clicks, noise, hum and any analogue distortion.
- The audio must be reasonably continuous and smoothly mixed and edited.
- Audio levels must be appropriate to the scene portrayed and dynamic range must not be excessive.
- 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.
- The Film must have Dolby Digital sound.

OTHERS

- The time code for the Film should start after the colour bars, black and clock, i.e. at the beginning of the PSBT montage.
- The length of the Film starting with the PSBT montage shall be XX minutes, including all the credits.
- The Filmmaker is free to use any font of his/ her choice for the subtitles, but its size must be equivalent to the font Arial, size 40.
- Sound should be mixed on both Ch 1 and Ch 2 for the Mixed Masters.
- The Unmixed Master should have no subtitles. Channel 1 should have all music and effects and Channel 2 all commentary/ talking heads.

- All Masters submitted to PSBT must be correctly labelled (Title of the Film; Filmmaker's Name; TC In and TC Out and Duration) and checked for malfunctioning and other errors.
- PSBT usually approves the final cut submitted on a DVD, after which final masters are submitted. The Filmmaker must ensure that the final film on the tapes is technically sound and the video, audio and subtitles, etc. are not distorted or downgraded in any manner.

MONTHLY REPORT FORMAT

WORKING TITLE:

FILMMAKER:

DURATION OF FILM:

WORK COMPLETED:

LOCATIONS TO BE/ ALREADY SHOT AT:

CAMERA USED:

ESTIMATED PERCENTAGE OF EDITING COMPLETED:

OBSTACLES/ PROBLEMS FACED:

CURRENT STATUS:

IS THE FILM PROCEEDING AS PER SCHEDULE AND PLAN?

TIMELINES FOR REMAINING STAGES OF THE FILM:

REMARKS:

DATE:

DRAFT UNDERTAKING TO BE GIVEN BY THE FILMMAKER

To Whom It May Concern:

I, Mr/s _____ the Director of _____ hereby state that I/ we have obtained a written consent from each person who has rendered services or who has furnished material in connection with the Production or has authorised the use of his/ her name, likeness, recorded voice, photograph and biography in the Production and advertising, publicity and promotion thereof.

Signature

Name

Address

Place and Date

DRAFT UNDERTAKING TO BE GIVEN BY THE FILMMAKER

To Whom It May Concern:

I, Mr/s _____ the Director of _____ hereby state that I/ we have not used any copyrighted music or lyric or libretto in the aforesaid Film and/ or that the music is original and composed by _____ exclusively for the Film.

Signature

Name

Address

Place and Date

NOTE: In case of stock music, etc. kindly provide a detailed cue sheet with respective permissions.

Sample Music Cue Sheet

Series/ Film Title:
Company Name:
Episode Title/ Number:
Address:
Estimated Airdate:
Phone:
Program Length:
Contact:
Programme Type:
Network Station:

Cue #	Cue Title	Use*	Timing	Composer(s) Affiliation / %	Pulisher(s) Affiliation / %

*Use Codes: MT = Main Title VI = Visual Instrumental BV = Background Vocal VV = Visual Vocal ET = End Title BI = Background Instrumental T = Theme

PSBT FILM FELLOWSHIPS 2012

CHECK LIST FOR ROUGH CUT SUBMISSION

(To be submitted by the Filmmaker along with the Rough Cut)

- Five (05) DVDs of the Rough Cut (All Non-English sections are subtitled in English). Duration of the Cut is _____ minutes.
- A Draft Statement of Accounts.
- Copy of commentary text and cue sheet.
- Bio note of Director – about 100 words.
- Six passport size coloured photographs of the Director.
- A set of 20 good quality colour photographs (7x5 inches): fifteen from the sequences of the Film and five of the crew along with 600 dpi digital versions in JPEG format.
- I am satisfied that the quality of the photographs is suitable for poster size enlargement and they are not video grabs from the Film.
- Resumes of the principal crew.
- Status Report
- A final schedule for the completion of the Film.
- Likely expenditure to be incurred till completion of Film.

Remarks, if any:

DATE :

SIGNATURE:

PSBT FILM FELLOWSHIPS 2012

CHECK LIST FOR FINAL FILM SUBMISSION

(To be submitted by the Filmmaker along with the Final Film)

MASTERS - ENGLISH

1. Two (2) Mixed HDCAM Broadcast Tapes each, with material in the following order:
 - Film.
 - Abridged version of the Film: 6-8 minutes, in wmv/ m4v format.
 - Film Promo: 2 minutes.
2. Two (2) Unmixed (International Track) HDCAM Broadcast Tapes each, with material in the following order:
 - Film.
 - Abridged version of the Film: 6-8 minutes, in wmv/ m4v format.
 - Film Promo: 2 minutes.
3. Two (2) Portable Hard Drives with uncompressed material in Quick Time/ AVI format, in the following order:
 - Mixed Master of Film.
 - Mixed abridged version of the Film: 6-8 minutes, in wmv/ m4v format.
 - Film Promo: 2 minutes.
 - Unmixed Master of Film – with no subtitles; Ch 1: M&E and Ch 2: Commentary/ Talking Heads.All cables and connectors with the Hard Drives are enclosed.
4. Two (2) DVD Masters + Six (6) DVD Copies of the Film.
5. Two (2) DVD Masters + Six (6) DVD Copies of the Abridged Version of the Film + Promo.

MASTERS – LANGUAGE VERSIONS

1. Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in French.
2. Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in Arabic.
3. Two (2) Mixed HDCAM Broadcast Tapes each, with the Film in Spanish.
4. Two (2) Portable Hard Drives with the uncompressed Film in French, Arabic and Spanish respectively, in Quick Time/ AVI format.

A 20-30 word synopsis of the Film.

A 250-300 word synopsis of the Film.

Complete credits of the Film in English.

- Typed manuscript of the final Script (with running time code) of the Film in English, including notification of any on screen text.
- A final Statement of Accounts detailing the expenditure incurred during the Production of the Film, certified by a qualified Chartered Accountant.
- An A3 poster of the Film as an unlocked, soft copy.
- A Censor Certificate for the Film.

If not enclosed, status of Application:

- Undertaking on authorisation to use services, material, name, likeness, recorded voice, photograph and biography of associated persons in the Production.
- Requisite permissions, music cue sheets, listing of each musical work with all necessary information concerning the title, composer, publisher, performing rights society and duration of all music used in the Production.
- Soft copies (on CD) of the above mentioned documents.
- Submitted Tapes have been labelled accordingly: Title of the Film; Filmmaker's Name; TC In and TC Out and Duration.
- Technical Specifications

Aspect Ratio _____ Shooting Format _____

Remarks, if any:

DATE:

SIGNATURE: