### QUESTIONNAIRE USED FOR INTERVIEWS - PERFORMER'S RIGHTS IN INDIA - A STUDY WITH SPECIAL REFERENCE TO THE AUDIO VISUAL INDUSTRY

1. Category of professional: Artist/Producer/Organization:
   - If artist whether leading, supporting or otherwise if Dubbing artist only or both, technician background Performer, play back singer, dance artist, stunt performer or double or extra or others.

2. What was the nature of contractual understanding in the film industry?
   - Oral
   - Written
   - Or both
   - Or customary

3. How was it settled?
   - Direct
   - Through an agent
   - Informal contacts

4. Was there any stipulation with regard to the duration of the assignment?

5. What was the understanding regarding the extent of exploitation the product?

6. Were there any separate agreement regarding the different ways of exploiting the product?
   - a. Theatre
   - b. Video
   - c. Television
   - d. Cable
   - e. Digital Internet
   - f. All exploitations permitted

7. What is the usual customary practice with regard to these agreements?

8. What is the reason for the nature of the agreement entered into?

9. Do you get separate remuneration for each and every exploitation – is payment one time based or is it according to the nature of the exploitation? Is there a notion of copyright or intellectual property recognized with respect to performances of the Actor?

10. If the agreement was based on exploitation at different places and different times then what was the understanding with regard to the remuneration?

11. What was the percentage of the collections that you were entitled to?

12. Are you concerned about the manner of exploitation if yes or no what are the reasons for the same?

13. Are there any social security arrangements?
   - Insurance during the shoot
   - Any welfare fund
   - Unemployment doles.

14. If there is a failure in performance on either side then what happens

15. How do you settle disputes?
   - Through professional bodies
Through mediators
Courts
16. Are you satisfied with the present industrial set up.
With regard to the nature of production
Nature of agreements
Nature of exploitation of the film
Working conditions
Nature of payments
17. Are you a member of any professional organization and if so are you satisfied with the organizational work and unity? Have these aforementioned problems been discussed at the organizational level and has there been any attempt at collective bargaining to resolve these problems.
18. Do you think that you should have a right in the commercial exploitation of your performance? Enumerate.
19. Are you aware about the law governing these rights?
20. How would you like to transfer these rights?
   Total transfer. Transfer to different people for different exploitation
   Only licensing
22. Do you agree with the automatic transfer of all your rights to the producer? If yes then why if no then why?
23. Would you agree to the idea of joint ownership in the film with the producer, if yes – are you willing to share the risk. Do you wish for an alternative system of remuneration and what would be your suggestions? Why not a system based on the manner of exploitation and on the way the product fares in the market.

24. Do you think that distortion and mutilation is taking place of the film. Substantial changes without your consent is being made. Do you think that it is affecting your reputation? Have you used your voice or was it dubbed? Have you used a body double for performing, if so was it with your approval or not? Do you feel that the extras are receiving a fair deal?

25. Do you approve of any legal mechanisms to prevent this?

26. Do you have concerns about your future? If yes is it
   Financial    reputation    health    old age    any other

27. Do you have any suggestion regarding government policy? Are you happy with the policy of the state government and the central government towards the industry? With reference to
   Financing
   Relationships- built in revenue sharing- is it good model of exploitation
   Lack of legal provisions and enforcement
Annexure –II

(Chapter 9 Footnote 112)

Agreement entered into this.....day of .......... 200... between Messrs. represented by its propreiterix herein after called the producer and Sri...... residing at....... hereinafter called the Artiste /Technician. Where as the producers have agreed to utilize the services of artiste /technician as.......................................... for the production of motion picture titled ............... Now under production to be produced in the languages Tamil/ Telugu/ Hindi/ Malayalam in the 35MM or any other gauges or in any color in cinemascopie or in any device. Where as the artist /technician has agreed to render his/her services in the said picture and in the versions, color gauges and devices as aforesaid. /including assistants.

NOW THIS AGREEMENT WITNESSETH:

1. The artiste /technician undertakes to render services under the contract till the completion of the picture on a consolidated total remuneration of Rs'............. Only and today the producer have paid Rs........... By Cheque/ Cash as advance against this contract and the balance shall be paid in suitable installments according to the progress of the picture and the last and final of such installment be payable as soon as his /her role in our picture is completed in all respects before the release of the picture.

2. The artiste /technician shall attend rehearsals, recordings and shooting etc. as and when required by the producer in time on his/her part.

3. The artiste /technician agree to give the following call sheets for shooting and including Dubbing

<table>
<thead>
<tr>
<th>Dates</th>
<th>Payments</th>
</tr>
</thead>
</table>


The call sheet dates of our above said film should not interfere with Call Sheet of the other producers in any manner. The dates of call sheets is the essence of this arrangement.

4. If agreed person is an artist the remuneration fixed includes their costumer, makeup man, assistant's remuneration. If agreed person is screen play writer and director the remuneration includes all dubbing and remake rights of other languages. If agreed person artiste /technician attending from outside Madras they have to take care of their boarding lodging.

5. The artiste /technician should attend the indoor /outdoor shooting according to call sheet dates, without any interruption and they should be provided the traveling facilities boarding and lodging accommodation for the outdoor shootings.

6. The costumes for the entire film should be according to the discretion of the producer and director. They should not demand costumes according to their will and pleasure.

7. The agreed person should adhere to the instructions of the producer and the director at the time of acting in the film and they should not interfere in the work of the film.

8. If the agreed person is a technician/artist not cooperating or doing things to the unsatisfaction of the producer, they are liable to be dismissed from services after payment of proportionate remuneration.

9. In case any dispute arises out of this arrangement the Tamil film producer's council is the final authority for suitable arbitration.

10. You have signed this letter of arrangement for your acceptance agreeing to the above said terms and conditions.

All other terms and conditions should be followed as per the practice of trade.

Courtesy FEFSI.
AVA members who are already well established will continue to charge their fees based on their experience and expertise they have acquired in the field of voicing and the quality of the individual voice. However, as an attempt to curb the malpractice and to free the voicing artistes from the exploitation, AVA through this tariff card recommends the minimum rates for various categories of voicing work.

The rates / professional fees mentioned in the tariff will be reviewed by the wages sub committee of AVA every six months and will be open for revision and alterations by the Managing Committee of AVA on a yearly basis. Also, in case of disputes where contracts are not available, this tariff card rates will be taken into consideration.

<table>
<thead>
<tr>
<th>Category</th>
<th>Minimum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Actor</td>
<td>Rs. 3,000/-</td>
</tr>
<tr>
<td>Supporting Cast</td>
<td>Rs. 2,000/-</td>
</tr>
<tr>
<td>Crowd Scenes Actor</td>
<td>Rs. 1,500/-</td>
</tr>
</tbody>
</table>

III. TV Serials:
- [Regional Language Dubbing]
  
<table>
<thead>
<tr>
<th>Episode Type</th>
<th>Minimum Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For 23/30 minute episodes</td>
<td>Rs. 1,500/-</td>
</tr>
<tr>
<td>Main roles</td>
<td>Rs. 750/-</td>
</tr>
<tr>
<td>Supporting cast</td>
<td>Rs. 500/-</td>
</tr>
<tr>
<td>Incidental roles</td>
<td>Rs. 350/-</td>
</tr>
</tbody>
</table>

IV. TV Serials:
- Recap Announcements, Announcement during the programme etc. per episode: Rs. 1,500/-

V a) Video programmes / docu dubs for channels like Discovery, National Geography, Animal Planet etc. (30mins - 45mins to 1 hr.)
- Narration / Commentary / Voice Over: Rs. 3,000/- (4,000/-)
- Main Host (Lip Sync): Rs. 4,000/- (5,000/-)

VI. Corporate films, Video van publicity films, tele product sales films, demo films, pesticides & fertilizer sales films & all agricultural products films etc. of 20-minute duration.
- (For each slap on & edit an additional 50% will be charged)
- Narration / Commentary (Voice Over): Rs. 3,000/-

Character / Bank Voices
- Lip Sync: Rs. 1,250/-
- Para Sync: Rs. 1,000/-

Character / Bank Voices
- Main roles: Rs. 1,500/-
- Supporting cast: Rs. 750/-
- Incidental roles: Rs. 500/-
Main Host / Company representative (Lip Sync) : Rs. 3,000/-
Character Voice : Rs. 1,000/-
Incidental role / Crowd scene artiste : Rs. 750/-

Promos of TV – SATELLITE CHANNELS
PROGRAMME : (Hindi / English)
MVO / FVO – (per promo) : Rs. 750/-
Or
On a contractual basis a total of 50 promos per
MVO / FVO : Rs. 25,000/-

Promos of TV – SATELLITE CHANNELS
PROGRAMME : (Regional Language)
MVO / FVO – (per promo) : Rs. 500/-
Or
On a contractual basis a total of 50 promos per
MVO : FVO : Rs. 17,500/-

XIII. RADIO – SPONSORED PROGRAMMES
ANCHOR BASED:
Per – artiste, per programme : Rs. 500/-

XIV. RADIO – SPONSORED PROGRAMMES
(DRAMA BASED:
Major Role : Rs. 500/-
Parallel Role : Rs. 300/-
Incidental Role & Crowd scene artistes : Rs. 150/-
Web radio & fm-radio anchoring are yet to take-off in a full fledged manner. These could be
taken into consideration in the subsequent reviews.

XV. RURAL AUDIO VAN PUBLICITY
MVO / FVO’S : Rs. 2,000/-
Character Roles : Rs. 1,250/-

XVI. AUDIO CASSETTE PUBLICITY –
AUDIO PROMOS:
Hindi (per artiste) : Rs. 1,500/-
Regional Language (per artiste) : Rs. 1,000/-

XVII. SLIDE CUM SOUND
MVO / FVO’S : Rs. 1,000/-
Character Role : Rs. 500/-

XVIII. PRE – RECORDED NARRATION FOR AWARDS
FUNCTIONS
Per Narrator : Rs. 5,000/-
(This consists of announcing nominees, lifetime
achievement award recipients, introducing
sponsors, performing artistes etc.)

XIX. TELEPHONIC / VOICEMAIL PROMPTS
For Banking Services and cellular services etc.
This is a new, upcoming and specialized arena.
Mostly all prompts are recorded in bulk and
consume a lot of time. AVA recommends a
nominal fee of Rs. 10,000/- per hour of recorded
time, per FVO / MVO.

XX. CINEMA –
FEATURE FILM Duba – FROM HINDI TO HINDI
(a) Feature films “A” Grade
Hero / Heroine : Rs 1 Lac
Parallel hero / heroine : Rs. 60,000/-
Main Villain: Rs. 60,000/-
Comedian: Rs. 50,000/-
Character role: Rs. 25,000/-
Supporting role: Rs. 3,000/-
Incidental role and Crowd scene artiste (per 8 hour shift): Rs. 1500/-

(b) Feature films "B" Grade

Hero: Rs. 10,000/-
Heroine: Rs. 7,500/-
Villain: Rs. 5,000/-
Character role: Rs. 1,500/-
Supporting role: Rs. 2,000/-

(if the production cost of the film is more than one crore, then it will be treated as "A" grade film.)

XXI. CINEMA

PARALLEL CINEMA Dubbing from any language to any other language.
(NFDC, CSFI, FD FEATURETS, ETC.)

Lead & second lead roles like hero / heroine / parallel hero or heroine: Rs. 15,000/-

XXII. CINEMA

FEATURE FILM Dubs - FROM ANY INDIAN REGIONAL LANGUAGE TO ANY OTHER INDIAN REGIONAL LANGUAGE

(For A GRADE FILMS)

Lead role: Rs. 25,000/-
Second lead role: Rs. 15,000/-
Character role: Rs. 8,000/-
Supporting cast: Rs. 3,000/-

(For B GRADE FILMS)

Lead role: Rs. 20,000/-
Second lead role: Rs. 10,000/-
Character role: Rs. 7,500/-
Supporting cast: Rs. 2,000/-

(For C GRADE FILMS)

Lead role: Rs. 15,000/-
Second lead role: Rs. 7,500/-
Character role: Rs. 5,000/-
Supporting cast: Rs. 1,500/-

XXIII. CINEMA

FEATURE FILM Dubs - FROM ANY INDIAN REGIONAL LANGUAGE TO ANY OTHER INDIAN REGIONAL LANGUAGE

(For A GRADE FILMS)

Lead role: Rs. 25,000/-
Second lead role: Rs. 15,000/-
Character role: Rs. 8,000/-
Supporting cast: Rs. 3,000/-

(For B GRADE FILMS)

Lead role: Rs. 20,000/-
Second lead role: Rs. 10,000/-
Character role: Rs. 7,500/-
Supporting cast: Rs. 2,000/-

(For C GRADE FILMS)

Lead role: Rs. 15,000/-
Second lead role: Rs. 7,500/-
Character role: Rs. 5,000/-
Supporting cast: Rs. 1,500/-

XXIV. CINEMA

FEATURE FILM Dubs - FROM FOREIGN FILM TO ANY INDIAN LANGUAGE

Lead role: Rs. 25,000/-
Second lead role: Rs. 15,000/-
Character role: Rs. 8,000/-
Supporting cast: Rs. 3,000/-
XXV. CINEMA - COMMERCIALS

MVO / FVOs
Character role

Rs. 2,500/-
Rs. 2,000/-

XXVI. COMPETING ROAD SHOWS

(Per day, per Compera)

Rs. 10,000/-

XXVII. ANNOUNCER - STAGE SHOWS

(Per 3 hrs. Show)

Rs. 3,000/-

MANDATORIES

1. Conveyance -

a) In addition to the above mentioned remunerations on this tariff card, an amount of Rs. 200/- to be paid as conveyance in cash to the voice artiste on the spot for all kinds of recordings/dubbing.

b) If the recording/dubbing finishes before 9.00 pm, the voice artiste for all kinds of recording/dubbing is entitled to a conveyance of Rs. 200/- only in cash and if the recording/dubbing finishes after 9.00pm the voice artiste is entitled for Rs. 400/- only in cash as late night conveyance.

c) For all auditions the Voice Artist is to be paid a token of Rs. 200/- only in cash to cover conveyance and incidental expenses.

2. Scratch Recordings -

For all kinds of scratch recordings 100% will be charged. When it is approved and is Recorded / Dubbed by the same artiste for the final recording, then 75% will be charged.

3. Correction Jobs / Re-Dubbings -

a) If the voice artiste has to visit the studio again, to re-record / re-dub to carry out the corrections / alterations, in the case of TV / Radio / Cinema Commercials, then the voice artiste must be paid 100% of the rate which was paid earlier

b) In case of TV serials, the voice artiste is to be paid proportionately for the correction jobs.

c) In case of TV serials for re-dubbing the voice artiste is to be paid 100%.

d) In case of any correction which is required to be made by the voice artiste, in the script during the dubbing / recording, the voice artiste will be paid an additional sum of Rs. 500/-.

e) In the case of feature films, for correction and re-recording, the voice artiste has to be paid proportionally as per the number of reels he/she has done the correction or re-dubbing. The proportionate payment has to be worked out considering the total payment artiste has received for the original work & number of reels.

4. Dubbing for censor copy:

Same charges mentioned in the CINEMA category will be applied for dubbing of the censor copy.

5. Cancellations, Postponements & Rejections -

a) In case of commercials and Ad Films, after the artiste reaches the studio, If the recording is cancelled for any reason, the artiste is entitled for full payment of the job.

b) If a recording of commercials & Ad Films is cancelled on the day of the recording before the artiste reaches the studio, cancellation charges of 50% of the remuneration is to be paid.

c) In the case of Serials, Documentaries and Feature Films, the cancellation charge to be paid to the voice artiste is as under:

1. If the intimation of cancellation is given before 48 hours - No Compensation.

2. If the intimation of cancellation is given between 24 hours to 48 hours - 10% of the total contracted / committed amount has to be paid.

3. If the intimation of cancellation is given within 24 hours - 25% of the total contracted / committed amount has to be paid.

4. If the intimation of cancellation of the feature film dubbing is given on the same
day / during the dubbing then compensation amount of Rs. 1000/- is to be paid to the artiste.

e) If the recording is cancelled due to power failure, then a nominal amount of Rs. 200/- towards the conveyance should be paid by the producer to each voice artiste, who reaches the studio.

f) If the voice of an artiste is rejected at the studio, in the event that the Producer / Director / Dubbing director feels that the voice is unsuitable or inappropriate for the role, then the voice artiste is to be paid 50% of his or her rate. If the dubbing work is completed and then the decision is taken that the voice is unsuitable, then the producer is liable to pay 100% of the Voice Artiste’s rate.

g) In case of postponements, if the intimation of the postponement is given less than 24 hours period, then an additional amount of 20% will be charged. If the same voice artiste is subsequently not called for the said recording / dubbing, then it will be treated as cancellation, and the cancellation rule no. 5-c-3 will be applicable.

6. Waiting :-

If the voice artiste is made to wait in the studio for more than 1 hour to begin the recording the voice artiste’s additional fees is to be paid by the producer as per the table mentioned below :-

<table>
<thead>
<tr>
<th>Waiting Period</th>
<th>Additional % of the amount of the Contractual Committed rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Hour to 2 Hours.</td>
<td>10%</td>
</tr>
<tr>
<td>2 Hours to 3 Hours.</td>
<td>20%</td>
</tr>
<tr>
<td>3 Hours to 4 Hours.</td>
<td>30%</td>
</tr>
<tr>
<td>4 Hours to 5 Hours.</td>
<td>40%</td>
</tr>
<tr>
<td>5 Hours to 6 Hours.</td>
<td>50%</td>
</tr>
<tr>
<td>After 6 Hours.</td>
<td>100%</td>
</tr>
</tbody>
</table>

7. MULTIPLE VOICING

If a voice artiste is required to dub / record for more than one character, then the voice artiste is entitled to get the payment for each character separately.

Note:

1. Every member should write and submit the bill to the producers, for all the voicing jobs done in the studio itself.
2. Bill will contain Bill/Receipt No., Date, Time of recording, Name of the studio, Name of the producer, and the amount charged. The member, the recordist and the producer’s representative should sign the Bill.
3. The member should retain duplicate copy of the bill, which may be useful in case of dispute settlements.

All the voice artistes should be paid on the spot in the studio on the day of the recording itself.

THE FOUNDER MEMBERS OF AVA

MANAGING COMMITTEE (1999-2001)

1. Pt. Raj Joshi - President
2. Mrs. Leela Ghosh - Vice-President
3. Mr. Surendra Bhatia - Vice-President
4. Mr. Pradeep Bhide - Gen. Secretary
5. Mr. Shuvraj Suvarna - Joint Secretary
6. Col. Trikoo Kapoor - Joint Secretary
7. Mr. Rajesh Jolly - Treasurer
8. Mr. Jaisheel Suvarna - Member
9. Mr. Brij Bhushan Sahney - Member
10. Mr. Pankaj Kalra - Member
11. Mr. Harjeet Walla - Member
12. Mr. Viraj Adhav - Member
13. Mr. Ankur Javeri - Member
14. Ms. Ella Castellino Alai - Member
15. Ms. Prabha Sharma - Member
16. Ms. Kajoli Mukherjee - Member
17. Ms. Mitul Bhattacharya - Member
Dear

We invite you to take part in the capacity of Actor/Performer/Producer in the production to be broadcast/telecast as detailed below upon the conditions printed overleaf. We shall be obliged if you will kindly SIGN and RETURN the attached confirmation sheet, duly completed, within three days of the date of this letter.

Title

Date of Broadcast/telecast

Time of Broadcast/telecast

Duration

Place of Broadcast/telecast

Fee

The Stamp duty will be borne by the Government.

Yours faithfully

Station Director/Director
All India Radio/Doordarshan

For and on behalf of the President of India
CONDITIONS REFERRED TO IN THE PRECEDING LETTER

1. In the event of a signed acceptance not being received by the date stated, All India Radio/Doordarshan reserves the right to withdraw the offer.

2. The artist agrees to attend to such rehearsals as are in the opinion of All India Radio/Doordarshan necessary for the production of this programme.

3. The artist agrees to follow the instructions of the producer and any other officer-in-charge of this programme to be appointed by All India Radio/Doordarshan.

4. The artist shall warrant that at the time of signing this Agreement he is not under any engagement for (otherwise than by contract) excluding him from fulfilling this Agreement and that he has not concealed any change of professional name or description.

5. All India Radio/Doordarshan reserves the right to record the whole or any part of the programme for re-broadcast/re-telecast at additional fees.

6. All India Radio/Doordarshan reserves the right to record the whole or any part of the programme for re-broadcast/re-telecast at additional fees.

7. In the event of the artist alleging incapacity to perform by reason of illness or physical incapacity the certificate of a qualified medical practitioner proving the fact of such incapacity shall forthwith be sent to All India Radio/Doordarshan by the artist stating the nature of the illness and that in consequence thereof the artist is unable to perform. All India Radio/Doordarshan may, in their opinion, require proof of incapacity and that the artist is unable to perform.

8. All India Radio/Doordarshan reserves the right to record the whole or any part of the programme for re-broadcast/re-telecast at additional fees.

9. No artist shall be paid or have any claim against All India Radio/Doordarshan except for the fee (which shall be determined by All India Radio/Doordarshan) proportionate to the work actually done by him under the contract.
This is an acceptance form; if you are unable to accept, please say so on this Reply Sheet, or write to us separately.

**REPLY SHEET**

<table>
<thead>
<tr>
<th><strong>Title</strong></th>
<th>..........................</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date of Broadcast/telecast</strong></td>
<td>..................................</td>
</tr>
<tr>
<td><strong>Time of Broadcast/telecast</strong></td>
<td>..................................</td>
</tr>
<tr>
<td><strong>Duration</strong></td>
<td>..................................</td>
</tr>
<tr>
<td><strong>Place of Broadcast/telecast</strong></td>
<td>..................................</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>..................................</td>
</tr>
</tbody>
</table>

Upon the conditions printed overleaf.

I am/am not a Government Servant.

---

**Signature** . . . . .

**Date** . . .
Annexure - V

(Chapter 9 Footnote 233)

XXIV

Dear Mr / Madam,

The Prasar Bharti Corporation of India / All India Radio / Doordarshan hereby engages you to broadcast/telecast and to perform as follows:

<table>
<thead>
<tr>
<th>Place</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>All India Radio / Doordarshan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of the President of India

Yours faithfully,

Station Director
Conditions Referred to In The Offer of Engagement

1. The Artist shall not solicit, receive or accept any fee or other valuable consideration from any person other than All India Radio/Doordarshan for or in recognition of the Artist singing, performing or having sung or performed or promising to sing or perform any particular item, song or musical work or for refraining from singing or performing any particular item, song or musical work during this engagement. Moreover, the Artist shall not in the performance of this engagement broadcast/telecast any remark which in the opinion of All India Radio/Doordarshan representative will draw undue attention to any particular item, song or musical work. Should any such remark be made, save with the consent of All India Radio/Doordarshan representative and except in the exact form approved by him, this contract shall be considered as terminated forthwith and the Artist's action shall be considered a definite breach of the terms and conditions herein laid down. A statement that any particular item, song or musical work is being performed, "by special request" or a similar announcement to the same general effect shall be deemed to be calculated to draw undue attention to the item, song or musical work concerned.

2. The Artist shall rehearse and perform to the best of his skill and ability and carry out all reasonable instructions given to him by the representative of All India Radio/Doordarshan.

3. The Artist shall not broadcast/telecast any advertisement or matter of an advertising nature whatsoever without first obtaining the permission of the Station Director.

4. The Artist shall warrant that at the time of signing this Agreement he is not under any engagement (or otherwise barred by any contract) precluding him from fulfilling this Agreement and that he has not concealed any change of professional name or description.

5. All India Radio/Doordarshan shall have the absolute right of rejection of all or any part of the entertainment submitted by the Artist and shall not be called upon to give any reasons for any such rejection. Should the Station Director reject all or any part of such entertainment the Artist shall with all despatch submit other matter or material in place of that rejected for the approval of All India Radio/Doordarshan.

6. All India Radio/Doordarshan shall not be liable to the Artist or to the legal personal representative of the Artist for any loss, damage or injury to the Artist's person or property during or in connection with this engagement unless caused by the negligence of All India Radio/Doordarshan or its own officers or servants and recoverable on that ground under the law applicable in India.
The Artist shall at all times keep All India Radio/Doordarshan fully indemnified in respect of the consquences following upon any breach of the aforesaid warranties and undertakings and in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by All India Radio/Doordarshan in consequences of any breach of any such warranties or undertakings or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is obscene, slanderous or controversial or obscene or indecent.

The Artist shall at all times keep All India Radio/Doordarshan fully indemnified in respect of the consequences following upon any breach of the aforesaid warranties and undertakings and in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by All India Radio/Doordarshan in consequence of any breach of any such warranties or undertakings or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is obscene, slanderous or controversial or obscene or indecent.

(a) All India Radio/Doordarshan shall be entitled without further payment to make a mechanical reproduction of the performance, broadcast/telecast and to use it for purposes not involving public performance, and to broadcast/telecast extracts from the documentation or historical programmes, and in similar programmes.

(b) All India Radio/Doordarshan shall be entitled to broadcast/telecast a mechanical reproduction of the performance or extracts therefrom. The additional fee will not be paid if a mechanical reproduction is broadcast/telecast in lieu of the broadcast performance.

(c) All India Radio/Doordarshan shall be entitled to release or allow any of its agency to release this programme or part thereof through discs/phonograph tapes and cassettes manufactured commercially by paying an amount not exceeding four basic fees to the artist. Save and except making payment of one time fees as aforesaid, All India Radio/Doordarshan shall not be required to observe any further formalities.

In this contract, broadcast/telecast means the radiation of the item from one or more transmitters of any Broadcasting/Telecasting Organisation.

In the event of the Artist alleging incapacity to perform by reason of illness or physical incapacity, the qualified medical practitioner proving the fact of such incapacity shall forthwith be sent to All India Radio/Doordarshan by the Artist stating the nature of the illness and that in consequence thereof the Artist is unable to perform. All India Radio/Doordarshan shall in such event not be liable to pay any fee or remuneration to the Artist except for performances actually given by him hereunder.

In the event of the Artist alleging incapacity to perform by reason of illness or physical incapacity, the qualified medical practitioner proving the fact of such incapacity shall forthwith be sent to All India Radio/Doordarshan by the Artist stating the nature of the illness and that in consequence thereof the Artist is unable to perform. All India Radio/Doordarshan shall in such event not be liable to pay any fee or remuneration to the Artist except for performances actually given by him hereunder.

(d) The Artist shall at all times keep All India Radio/Doordarshan, and its successors and assigns, fully indemnified in respect of the consequences following upon any breach of the aforesaid warranties and undertakings and in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by All India Radio/Doordarshan in consequence of any breach of any such warranties or undertakings or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is obscene, slanderous or controversial or obscene or indecent.

(e) The Artist shall at all times keep All India Radio/Doordarshan, and its successors and assigns, fully indemnified in respect of the consequences following upon any breach of the aforesaid warranties and undertakings and in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by All India Radio/Doordarshan in consequence of any breach of any such warranties or undertakings or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is obscene, slanderous or controversial or obscene or indecent.
Should the Artist for any reason (except illness or physical incapacity certified as hereinbefore provided for or such other unavoidable cause as may be proved to the satisfaction of the Station Director) fail to appear and perform as stipulated in this Agreement, he shall pay to All India Radio/Doordarshan as and from liquidated damages a sum equal to the sum which the Artist would have received for such appearance and performance in addition to the cost of All India Radio/Doordarshan of providing a deputy and any other costs, damages and expenses incurred by All India Radio/Doordarshan by reason of default of the Artist, but nothing in this clause shall affect the right of All India Radio/Doordarshan to apply an injunction to restrain the Artist from performing in breach of this contract or the right of All India Radio/Doordarshan to determine this agreement under Clause (13).

12. Where this Agreement relates to a troupe of two or more performers working under the control or management of the artist, the artist shall, at the time the contract is signed, furnish All India Radio/Doordarshan with such names of the performers as the Station Director may require and shall not substitute a performer for a person so named without the written consent of the Station Director. The Artist shall further secure the written consent of the other member or members of the troupe to the terms of this Agreement. The Artist agrees to pay to each member of the troupe the proportion of any fee payable to the artist to which the member is entitled.

13. All India Radio/Doordarshan reserves the right without assigning any reason whatsoever to determine the contract. In such an event, the Artist shall not have or make any claim against All India Radio/Doordarshan except for the fee which shall be determined by All India Radio/Doordarshan proportionate to the work actually done by the Artist under the contract.

14. Where this Agreement relates to a troupe of two or more performers working under the control or management of the Artist, the Artist shall, at the time the contract is signed, furnish All India Radio/Doordarshan with such names of the performers as the Station Director may require and shall not substitute a performer for a person so named without the written consent of the Station Director. The Artist shall further secure the written consent of the other member or members of the troupe to the terms of this Agreement. The Artist agrees to pay to each member of the troupe the proportion of any fee payable to the artist to which the member is entitled.

Any notice under this Agreement may be served upon the Artist by posting the same to his last known address or the agent through whom this contract is made.

15. Where this Agreement relates to a troupe of two or more performers working under the control or management of the Artist, the Artist shall, at the time the contract is signed, furnish All India Radio/Doordarshan with such names of the performers as the Station Director may require and shall not substitute a performer for a person so named without the written consent of the Station Director. The Artist shall further secure the written consent of the other member or members of the troupe to the terms of this Agreement. The Artist agrees to pay to each member of the troupe the proportion of any fee payable to the artist to which the member is entitled.

Any notice under this Agreement may be served upon the Artist by posting the same to his last known address or the agent through whom this contract is made.

16. Where this Agreement relates to a troupe of two or more performers working under the control or management of the Artist, the Artist shall, at the time the contract is signed, furnish All India Radio/Doordarshan with such names of the performers as the Station Director may require and shall not substitute a performer for a person so named without the written consent of the Station Director. The Artist shall further secure the written consent of the other member or members of the troupe to the terms of this Agreement. The Artist agrees to pay to each member of the troupe the proportion of any fee payable to the artist to which the member is entitled.

Fees will be paid by cheque either at the time of the broadcast/telecast or sent to the Artist’s address as above stated; cheques sent by post shall be at the risk of the artist in all respects after posting.

For payment exceeding Rs. 20 it is necessary that a revenue stamp of 20 P. should be affixed to the receipt. In order to enable prompt payment, you are requested to bring with you either 20 P. in cash or a revenue stamp.
Dear Sir/Vladam,

In reply to your letter of the... I have carefully noted the conditions of your offer and I accept the engagement as under:

Date: ...........................................................
Time: ...........................................................

Place: All India Radio/Doordarshan

* Approximate duration of performance ...........................................................

Programme: .........................................................................................

Fee for broadcast/telecast ........................................................................

Fee per broadcast/telecast of a mechanical reproduction of the performance ...........................................................

I undertake to observe the conditions of All India Radio/Doordarshan as set forth in your letter.

I am not a Government Servant.

Yours faithfully,

Signature: ...........................................................

Date: .............................................................

* This entry should be as detailed as possible.
All India Radio/Doordarshan Programme Form
(For Indian Music Only)

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DAY</th>
<th>HOUR</th>
<th>MINUTE</th>
</tr>
</thead>
</table>

**Title**

**Author of the words**

**Composer of the Tune**

**Raga**

**Tala**

**Time taken to perform each Item**

**Signature**

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(a) Artists are particularly requested to ensure that these details are correct and complete in the case of published items according to the printed copies and that original published titles of items are given.

(b) Artists desirous of broadcasting a MS item must state clearly whether or not he has obtained from the owner of the copyright the authority to utilise the item for broadcasting/telecasting.