

**REFERENCE INTERCONNECT OFFER FOR BBC WORLD NEWS CHANNEL FOR DIGITAL ADDRESSABLE PLATFORMS**

*Pursuant to clause 7 (1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017*

**This Agreement is executed on this .... Day of ..... 2017 by and between:**

(a)	<b>Broadcaster</b>	<b>BBC GLOBAL NEWS INDIA PRIVATE LIMITED</b> , a company incorporated under the Companies Act, 1956, and having its Registered Office at 5 <sup>th</sup> Floor, HT House, K.G. Marg, New Delhi, 110 001 (hereinafter referred to as “ <b>Broadcaster</b> ” or “ <b>Broadcaster</b> ”) which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns.
(b)	<b>Licensee</b>	....., a company incorporated under the Companies Act, 1956, and having its registered office at .....(hereinafter referred to as “ <b>Licensee</b> ”) which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns.
(c)	<b>Recitals</b>	<p>(i) Broadcaster is the Owner/ Licensee of the Channel(s) having received the downlinking permission for the Channel(s) from Ministry of Information &amp; Broadcasting and is authorized to transmit and distribute the signals of the Channel(s) in the territory.</p> <p>(ii) Licensee is a distribution platform more specifically described in clause d and is duly authorized to re-transmit and re-distribute the Channel(s) signals through its permitted digital distribution network in the territory, as authorized by Ministry of Information &amp; Broadcasting.</p> <p>(iii) Licensee is desirous to subscribe and further re-transmit and re-distribute the Channel through its digital distribution platform in authorized area of transmission and has approached Broadcaster in this regard.</p> <p>(iv) Licensee and the Broadcaster each referred to as a “<b>Party</b>” and together the “<b>Parties</b>”.</p> <p>(v) Terms not specifically defined in the Agreement shall have meaning assigned to them as per Annexure H to this Agreement.</p> <p>(vi) Both the parties wish to record their understanding in writing.</p>
(d)	<b>Licensee’s Platform/ Permitted Digital Distribution Platform</b>	<i>(Please explain in detail the Licensee’s distribution platform)</i>
(e)	<b>License/ Rights granted</b>	<p>The Broadcaster hereby grants and Licensee hereby accepts a non-exclusive license to receive and thereafter re-broadcast/ re-transmit or re-distribute the Channel(s) by means of the Digital Addressable Platform owned, controlled or operated by the Licensee (the “<b>Platform</b>”) in a fairly encrypted manner to Subscribers within the Territory, during the Term, in accordance with the terms and conditions set out herein (together with the Annexures and Schedules attached, the “<b>Agreement</b>”) and subject to payment of license fees/ Broadcaster share of the MRP.</p> <p>The rights granted to the Licensee above are limited to the subscribers having an addressable system, in relation to which the Licensee maintains complete records in its Subscriber Management System. No right is granted to Licensee to re-broadcast/ re-</p>

		<p>transmit or re-distribute the Channel(s) by any other mode to its subscribers other than the distribution system outlined in this Agreement.</p> <p>The above mentioned right is subject to performance of all of its obligations by the Licensee as outlined under this Agreement and mere possession of Channel signals/ IRDs and other equipment shall not entitle the Licensee to receive and further distribute the Channel(s).</p> <p>For avoidance of doubt, it is further clarified that the rights granted under this Agreement excludes any kind of recording and streaming of the Channel(s) and/ or Channel(s) content and further distribution of the recorded content.</p> <p>The Licensee agree that non-exclusive rights granted hereunder does not include grant of rights for retransmission of the Channel(s) through internet or mobile and/or through any non-linear platforms including Pay-Per View, Near Video on Demand, Subscription Video on Demand, Video on Demand, personal computer, mobile telephony, and/or any technology now available or which may become available in future.</p> <p>All distribution rights not specifically and expressly granted to Licensee under this Agreement, including without limitation, transmission of the Subscribed Channel(s) through any medium other than the Permitted Digital Distribution Platform are deemed to be specifically not granted, withheld and reserved exclusively hereunder by the Broadcaster.</p>
(f)	<b>Term</b>	<p>This Agreement shall be valid for a period of ..... year(s) commencing from ..... till ....., subject to prior termination in accordance with the terms of this Agreement. <i>(Minimum term should be 1 year)</i></p> <p>This Agreement may be renewed in multiples of one year upon terms and conditions as agreed in writing between the Parties any time prior to the end of the preceding term.</p>
(g)	<b>Channel(s)</b>	<p>“<b>Channel(s)</b>” means the English language news and information channel, owned and operated by Broadcaster currently known as <u>BBC World News</u>.</p>
(h)	<b>Subscriber</b>	<p>“<b>Subscriber</b>” means a an active subscriber who receives the Channel(s) signals from Licensee’s permitted digital distribution platform, at a place indicated by such person for his/ her domestic usage without further transmitting it to any other person and specifically excludes Commercial Subscriber.</p> <p>For sake of clarity, every set top box installed in premises of a subscriber who has subscribed to the Channel(s) through Licensee’s permitted digital distribution platform shall be treated as one subscriber.</p>
(i)	<b>Authorized area of transmission/ Territory</b>	<p><i>(Please mention the territory wherein the Channel shall be re-distributed by the Licensee)</i></p>
(j)	<b>Nature of Channel</b>	<p>The Channel(s) is a Pay channel meaning that a subscriber needs to pay an amount of money in order to subscribe to the Channel(s).</p>
(k)	<b>Maximum Retail Price/ MRP</b>	<p>Maximum Retail Price/ MRP means the maximum retail price of BBC World News Channel as mentioned in Annexure A to this Agreement and is exclusive of applicable taxes or levies.</p>
(l)	<b>Genre of Channel(s)</b>	<p>News and Current Affairs</p>
(m)	<b>License Fee/ Broadcasters share of maximum retail price</b>	<p>For each month or part thereof during the Term of the Agreement, the Licensee shall pay to Broadcaster the “<b>Monthly License Fee/ Broadcasters share of maximum retail price</b>”, which shall be calculated for each calendar month or part thereof in following manner-</p> <p>(i) If the Licensee is providing the Channel(s) on <b>a-la-carte</b> basis to its Subscribers, then the Broadcaster’s share of MRP for each Channel(s) offered on a-la-carte basis</p>

		<p>shall be such amount as shall be computed in the following manner, plus applicable taxes:</p> <p><i>Broadcaster's share of MRP = Maximum Retail Price of the Channel(s) set out in clause k of this Agreement less Distribution Fee of 20% of the Maximum Retail Price of the Channel(s) multiplied with the applicable Average Subscriber Base of such Channel(s) for the applicable month as calculated in accordance with Annexure G to this Agreement.</i></p> <p>(ii) If the Licensee is providing the Channel(s) as a part of a <b>bouquet</b> to its Subscribers, then the Broadcaster's share of MRP for each Channel(s) offered in bouquet shall be such amount as shall be computed in the following manner, plus applicable taxes:</p> <p><i>Broadcaster's share of MRP= Maximum Retail Price of the Channel(s) set out in clause k of this Agreement less Distribution Fee of 20% of Maximum Retail Price of the Channel(s) multiplied with the applicable Average Subscriber Base of each such bouquet(s) wherein the Channel(s) is/are made available for the applicable month as calculated in accordance with Annexure G to this Agreement.</i></p> <p>In any event, if the Term of the agreement ends on a day which is other than the first or last day of a calendar month, Broadcaster shall be entitled to receive pro-rata portion of the License Fee up to the effective date of termination, which shall be calculated on the basis of the sum of the total number of Subscribers receiving the Channel on the first day of the calendar month and the total number of Subscribers receiving the Channel on the effective date of termination divided by two.</p>
(n)	<b>Distribution Fees</b>	20% of the Maximum retail price of the channel
(o)	<b>Details of Contact Person</b>	<p>North- Deepak Verma, +91 99994 67481, <a href="mailto:deepak.verma@bbc.com">deepak.verma@bbc.com</a></p> <p>South- Roshan Vishwanathan, +91 99725 75182, <a href="mailto:roshan.vishwanathan@bbc.com">roshan.vishwanathan@bbc.com</a></p> <p>East- Sunil Tiwari, +91 98206 87521, <a href="mailto:sunil.tiwari@bbc.com">sunil.tiwari@bbc.com</a></p> <p>West- Manuj Mehta, +91 98335 30386, <a href="mailto:manuj.mehta@bbc.com">manuj.mehta@bbc.com</a></p>
(p)	<b>Payment Terms</b>	<p>The Licensee shall provide to the Broadcaster Subscription Report as mentioned in this Agreement for the applicable calendar month, or part thereof, in manner set out in this Agreement on or before 7<sup>th</sup> of every calendar month.</p> <p>The Broadcaster shall raise invoice within ten (10) days of receipt of the Subscription Report from Licensee.</p> <p>The Monthly License Fee/ Broadcasters share of MRP shall be paid monthly in arrears within fifteen (15) days of the date of Broadcaster's invoice ("Due Date"), which invoice shall be raised on the basis of the Subscriber Report received by Broadcaster from the Licensee for that month, without any deduction except deduction of withholding tax/TDS as provided in this Agreement.</p> <p>In case the Licensee fails to send the Subscriber Report within the said period of seven (7) days, Broadcaster shall have the right to raise a provisional invoice and the Licensee shall be under an obligation to pay the Monthly Licence Fee on the basis of such provisional invoice in accordance with the terms of this Agreement. However the provisional invoice shall be for an amount which shall be Monthly License Fee payable by the Licensee for the immediately preceding month plus 10%. On receipt of the Subscriber Report from the Licensee, the parties shall conduct reconciliation between</p>

		<p>the provisional invoice raised by Broadcaster and the Subscriber Report sent by the Licensee.</p> <p>The Licensee shall be required to make payments by the Due Date either by cheque/ demand draft or direct transfer in the bank account of Broadcaster in accordance with the terms hereof, and any failure to do so on the part of the Licensee shall constitute a material breach hereunder.</p> <p>Late payments shall also attract interest calculated from the Due Date until the date payment is made in full at a pro rata monthly rate of 4% over and above the prime lending rate of HSBC Bank in India. The imposition and collection of interest on late payments does not constitute a waiver by Broadcaster of the Licensee's obligation to pay the Monthly License Fee by the Due Date, and Broadcaster shall retain all of its other rights and remedies under the Agreement.</p> <p>All Monthly License Fee/ Broadcaster's share of MRP payments hereunder are exclusive of all applicable direct / indirect taxes including all and any service taxes, VAT, work contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Licensee's cost and will be charged at the prevailing rates by Broadcaster to the Licensee.</p> <p>If payment of the Monthly License Fee/ Broadcaster's share of MRP is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, from time to time, the Licensee shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> <p>Except as expressly stated in this Agreement, Licensee shall have no right to withhold or claim adjustment/set off the Licensee fee/ Broadcaster's share of MRP under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster through the Authorized Agent or otherwise, or claims under any other agreement, etc.).</p> <p>For the avoidance of doubt, Licensee shall be responsible for making all payments of the Monthly License Fee/ Broadcaster's share of maximum retail price due under this Agreement notwithstanding any default by its Subscribers.</p>
(q)	<b>Subscriber Management System</b>	<p>Licensee will maintain at its own expense a Subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none"> <li>(a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</li> <li>(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;</li> <li>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</li> <li>(iv) administering payments of any commission fees from time to time payable to the Licensee's authorised agents for the sale to Subscribers of programming packages;</li> <li>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its</li> </ul>

		<p>discretion; and enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p> <p>The technical details for Subscriber Management System are outlined in Annexure F to this Agreement.</p>
(r)	<b>Delivery and Security</b>	<p>The Broadcaster will notify the Licensee of the designated satellite (“<b>Delivery Method</b>”) for the Licensee, at its own cost, to downlink the Channel(s) to its facility in the Territory (the “<b>Premises</b>”).</p> <p>Broadcaster hereby reserves the right to change the Delivery Method at any time during the Term. In no event shall Broadcaster be liable to the Licensee, nor shall the Licensee be entitled to terminate this Agreement, in the event of any change in the means of delivery or form of signal (including any encryption system utilised) provided always that Broadcaster shall use all reasonable endeavours to give to the Licensee not less than 60 (sixty) days' prior written notice of such change.</p> <p>The Licensee shall throughout the Term retransmit each of the Channel(s) in their entirety over a single dedicated channel via the Platform simultaneously with the delivery of the Channel(s) without delay, interruption, addition, deletion, editing or alteration of any description. For the avoidance of doubt the Licensee shall not be entitled to translate, dub or subtitle the Channel(s) without the prior written consent of Broadcaster.</p> <p>Licensee agrees and undertakes to cause continuous distribution of the Channel(s) to all its Subscribers in a securely encrypted manner without any alteration or interference whatsoever and shall use its best endeavours to maintain a high quality signal transmission for the Channel(s) at all times.</p> <p>In any event, the transmission quality of the Channel(s) and the transmission specifications and infrastructure allocated by Licensee in respect of the broadcast signal of the Channel(s) shall be no worse than that of the cable signal of any other channel within the same genre on the Licensee’s digital addressable platform.</p> <p>If required to enable Licensee to receive and retransmit the encrypted Channel(s) signal in accordance with this Agreement, Broadcaster agrees to provide to Licensee for a non refundable administration fee (as applicable at Broadcaster’s discretion) Integrated Receiver Decoder Units (“<b>IRD Unit(s)</b>”) with SDI output, subject to the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(b) Licensee shall use the IRD Unit(s), solely for decryption of the Channel(s) signal and not for any other purpose and shall not use any other decoding/ receiving equipment for receiving the Channel(s) except as provided in this Agreement;</li> <li>(c) Broadcaster shall at all times remain the sole and absolute owner of the IRD Unit(s);</li> <li>(d) Licensee’s receipt and use of the IRD Unit(s) will be entirely at its own risk. Broadcaster does not provide Licensee with any warranties regarding the suitability, condition or performance of the IRD Unit(s). Furthermore, Broadcaster will not be liable for any losses suffered by Licensee or its contractors, agents or employees in connection with a malfunction or failure of the IRD Unit(s) (including, without limitation, any signal downtime or equipment damage), with the exception of any liability for loss resulting from (a) death or personal injury resulting from the negligence of Broadcaster, its servants or agents, (b) fraud or fraudulent misrepresentation or (c) any other liability the</li> </ul>

		<p>exclusion of which is prohibited or limited by law (save to the extent such exclusion is permitted by law);</p> <p>(e) Licensee shall not move the IRD Unit(s) from the agreed location, without the prior written consent of Broadcaster and it acknowledges that Broadcaster shall have the right to verify the location of the IRD without notice to Licensee;</p> <p>(f) Licensee shall not remove, modify or tamper with the IRD Unit(s), the seal of the IRD Unit(s) (i.e. paper seal to prevent opening of the IRD Unit(s)) or any signals emanating therefrom, in a manner that prevents the identification of the IRD Unit(s) or interferes with the signals emanating therefrom. Any such act by Licensee shall be construed as a willful default on the part of Licensee in addition to breach of its contractual obligations hereunder;</p> <p>(g) Licensee shall not pledge, encumber, transfer or in any way part with the possession of the IRD Unit(s) without the prior written consent of Broadcaster and it shall indemnify Broadcaster against any damage, destruction, theft or loss of the IRD Unit(s);</p> <p>(h) If an IRD Unit exhibits any fault or malfunction, Licensee shall immediately notify the regional/ head office of Broadcaster and Broadcaster may, if so notified by Licensee, and subject to manufacturer’s warranty terms, be able to assist in arranging for a repair of the IRD Unit but gives no warranty in that regard;</p> <p>(i) In the event an IRD Unit is found damaged due to the negligence of the Licensee, the Licensee shall at its own cost and expense be responsible for restoring the IRD Unit into good working condition, failing which Broadcaster shall have the right to recover the amount of the damage from the Licensee.</p> <p>Alternatively, Broadcaster shall activate the Professional IRDs (“<b>PIRDs</b>”) of the Licensee to enable the Licensee to receive and retransmit the encrypted Channel(s) in accordance with this Agreement, in which case Licensee shall be solely responsible for the PIRDs and shall use the PIRDs entirely at its sole cost and risk.</p>
(s)	<b>Anti-Piracy Requirements</b>	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “<b>Piracy</b>”), the Licensee shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “<b>Security Systems</b>”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the Broadcaster.</p> <p>To ensure the Licensee’s ongoing compliance with the security requirements set out in the Agreement, Broadcaster may require technical audits (“<b>Technical Audit(s)</b>”) conducted by an independent security technology auditor (“<b>Technical Auditor</b>”), approved by Broadcaster in writing no more than twice per year during the Term, at Broadcaster’s cost and expense.</p>

		<p>If the results of any Technical Audit are not found to be satisfactory by either the Licensee or Broadcaster, then Broadcaster shall work with the Licensee in resolving this issue in the next fourteen (14) business days.</p> <p>If a solution is not reached by then, Broadcaster may, in its sole discretion, suspend the Licensee’s right to distribute the Channel(s) or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster’s satisfaction. Licensee shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Licensee to Broadcaster’s satisfaction.</p> <p>Licensee shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through the Platform at least every 10 minutes on 24 x 7 x 365 basis.</p> <p>Licensee shall not authorize, cause or suffer any portion of any of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Licensee at the time the Channel(s) are made available by Broadcaster save that use of a set top box with personal video recorder (PVR)/ digital video recorder (DVR) facility which has been supplied by the Licensee to a Subscriber shall not be treated as unauthorized use, as long as such set top box is used in accordance with the terms and conditions of the subscription agreement between the Licensee and the Subscriber.</p> <p>If Licensee becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, Licensee shall within ten (10) minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, notify Broadcaster and the Licensee shall also switch off the concerned set top box to prevent such unauthorized use.</p> <p>If so instructed by an Information (as defined below) from Broadcaster, the Licensee shall shut off or de-authorize the transmission to any unauthorized user or Subscriber indulging in piracy, within ten (10) minutes from the time it receives such instruction from Broadcaster. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e- mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However an Information may also be provided by Broadcaster representatives through other means of communications such as telephonic message, fax etc and the said Information shall later be confirmed by Broadcaster through email and the Licensee shall be under obligation to act upon such Information.</p> <p>The technical details are further outlined in Annexure F to this Agreement and Licensee shall ensure compliance accordingly.</p>
(t)	<b>Subscription Reports</b>	<p>Licensee will maintain at its own expense a subscriber management system (“SMS”) which is capable of recording/ storing including, but not limited to, the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels and bouquets subscribed by the subscriber, price of the channel or bouquet, date of activation and deactivation, amounts paid by subscribers etc.</p>

		<p>Licensee shall provide to Broadcaster complete and accurate monthly subscription report for each of the Channel(s), bouquet(s) containing the Channel within seven (7) days from the end of each month in a format as set out in Annexure G to this Agreement.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level for each a-la-carte Channel, and each bouquet in which an a-la-carte Channel has been included and the Monthly License Fees/ Broadcaster's share of MRP payable to Broadcaster and shall be signed and attested by an officer of the Licensee of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.</p> <p>In case the Licensee fails to provide the monthly subscription report within a period of seven (7) days from the end of calendar month, BGNIPL shall have right to raise a provisional invoice for an amount increased by 10% of the licensee fee paid by the Licensee to BGNIPL for immediate preceding month.</p> <p>Licensee shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable the Broadcaster, through the Authorized Agent, to verify and ascertain (i) the veracity of the Subscriber Reports supplied by the Licensee pursuant to this Clause and (ii) Licensee's compliance with its anti-piracy obligations as set out in this Agreement.</p>
(u)	<b>Audit</b>	<p>Licensee shall keep proper and up-to-date statement of account and records showing all transactions relating to the Channel(s) including, but not limited to, subscriber management system, conditional access system and other systems throughout the Term as per the terms and conditions of this Agreement and the applicable provisions of the governing Act/ Statute for the time being in force.</p> <p>Licensee agrees and undertakes to conduct audit of its SMS, CAS and other related systems by an auditor from amongst the empaneled auditors appointed by the TRAI in this regards, once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by the Licensee to the Broadcaster are complete, true and correct and issue an audit report to this effect to the Broadcaster.</p> <p>Licensee agrees and acknowledges that if the audit reveals any variation in the number of subscribers for the Channel(s) reported by the Licensee to the Broadcaster, then in such an event, the Licensee agrees to pay to the Broadcaster, an amount equivalent to the short-payment made by Licensee to the Broadcaster's share of MRP.</p> <p>Where Broadcaster is not satisfied with the Licensee's audit report received under the above mentioned audit or in the opinion of the Broadcaster the Permitted Digital Distribution Platform of the licensee does not meet requirement(s) specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, it shall have a right to direct the Licensee to do a review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Licensee relating to the Channel(s) provided by the Broadcaster for the purpose of verifying the amounts properly payable to Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement.</p> <p>If such review and or audit reveals that additional fees are payable to Broadcaster, the Licensee shall immediately pay such fees, as increased at a pro rata monthly rate of 4% over and above the prime lending rate of HSBC Bank in India.</p>

		Further, if any fees due for any period exceed the fees reported by the Licensee to be due for such period by two (2) percent or more, Licensee shall pay all of Broadcaster's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.
(v)	<b>Obligations of Licensee</b>	<p>During the course of this Agreement the Licensee undertakes and agree with the following-</p> <p>(a) Licensee shall, at its own cost and expense, receive the Subscribed Channel(s) from designated satellites and re-transmit and re-distribute the Subscribed Channel(s) through its Permitted Digital Distribution Platform (either directly or indirectly through the Licensee's affiliated LCO, as the case may be) to the Subscribers in the Authorized Area of Transmission.</p> <p>(b) Irrespective of Licensee's collection of the invoiced monthly amounts from the Subscribers in a timely manner, the Licensee shall pay the Broadcaster's share of MRP to the Broadcaster within the Payment Due Date prescribed in this Agreement.</p> <p>(c) Licensee shall, in a non-discriminatory manner, ensure retransmission of such high quality encrypted signal of the Channel(s) through Permitted Digital Distribution Platform to the Subscribers as are equal to or better than the signal quality of other channels re-transmitted through Licensee's Permitted Digital Distribution Platform.</p> <p>(d) Licensee shall take all necessary action to prevent unauthorized access of the Subscribed Channel(s) through its Permitted Digital Distribution Platform and shall regularly provide to the Broadcaster with updated piracy reports.</p> <p>(e) Licensee shall ensure that none of the Channel(s) shall be disadvantaged or otherwise treated less favorably by Licensee with respect to channels of other broadcasters on a genre basis.</p> <p>(f) Licensee shall obtain from the Broadcaster, the EPG/FPCs for the Subscribed Channel(s) and the Licensee shall ensure that such EPG/FPCs are displayed on the EPG of Licensee's Permitted Digital Distribution Platform at all times during the Term.</p> <p>(g) The Licensee undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of Broadcaster. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting of the Equipment from the headend/installation address or allows anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify Broadcaster against any damage, destruction, theft or loss of the Equipment.</p>
(w)	<b>Confidentiality</b>	Licensee agrees to keep the terms of this Agreement confidential and not to disclose such terms to any third party or make any announcement in relation to them without the prior written consent of Broadcaster. Licensee further agrees not to disclose by any means to any third party any other confidential information relating to the business, finances or other affairs of Broadcaster and the successors and assigns of Broadcaster. Licensee shall not, without the prior written consent of Broadcaster, disclose in any manner any such confidential information to any third party other than those of Licensee's employees, agents and/or professional advisers who need to know the same. Licensee shall take any necessary precautions to prevent such information from being acquired by any unauthorized third party and each Party undertakes to procure that its employees, agents and professional advisers are aware of, and are bound by, the provisions of this confidentiality undertaking. The provisions of this clause shall continue in force notwithstanding the termination for any reason of this Agreement.
(x)	<b>Intellectual Property Rights</b>	Licensee shall not be entitled to duplicate or make use of by any means any of the name, trademarks, service marks or logos of the Channel(s), the BBC or Broadcaster ("Intellectual Property Rights") unless specifically authorized by the BBC. Licensee

		<p>shall enter into a trade mark license with the BBC in the form attached as Annexure B (the “Logo Licenses”). In any event the Licensee agrees throughout the Term to comply with any guidelines issued from time to time in connection with the use of the name, logos, trademarks and service marks of the BBC.</p> <p>Licensee grants to Broadcaster the non-exclusive right to use Licensee’s logo and trademarks solely in connection with promoting the Channel(s)’ availability on the Licensee’s platform.</p> <p>For the purpose of this Agreement, “Affiliates” shall, in relation to any Party, mean any company/ body corporate/ corporation that is a subsidiary or holding company/ body corporate/corporation of that Party, or a company/ body corporate/ corporation which shares the same holding company/ body corporate/ corporation as that Party. The terms “holding company” and “subsidiary” shall have the meanings defined in Companies Act 2013 and for the purposes of this Agreement shall also mean and include a body corporate/ corporation.</p>
(y)	<b>Indemnification</b>	<p>Licensee shall indemnify Broadcaster against all liabilities, claims, demands, actions, costs or damages (including reasonable legal costs) incurred by Broadcaster pursuant to a claim by a third party arising out of any breach or non-observance by the Licensee of any of its obligations, representations or warranties under this Agreement.</p> <p>In no event will Broadcaster’s or its Affiliates, be liable for (a) any direct damages exceeding the amount of one month’s Monthly License Fee paid by Licensee to Broadcaster; (b) any loss of profits, loss of use, business interruption, loss of goodwill, cost of cover (whether direct or indirect); or (c) any indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct, including negligence.</p> <p>Notwithstanding anything to the contrary herein, neither Party’s liability to the other for (a) death or personal injury resulting from the negligence of itself, its servants or agents (b) fraud or (c) any other liability the exclusion of which is prohibited or limited by law, shall be excluded or limited by the provisions of this Agreement, save to the extent permitted by law.</p> <p>The Parties acknowledge and agree that the indemnity provisions in this clause shall survive termination of the Agreement.</p>
(z)	<b>Representations and Warranties of both parties</b>	<p>(a) The Broadcaster represents to the Licensee that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder. Similarly, the Licensee represents to the Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.</p> <p>(b) Either Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.</p> <p>(c) Either Party shall comply with the Applicable Laws.</p> <p>(d) Either Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and</p>

		all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.
(aa)	<b>Representations and Warranties of Broadcaster</b>	<p>(a) As on date of this Agreement, the Broadcaster has received downlinking permission for the Channel(s) as required under Applicable Laws from Ministry of Information &amp; Broadcasting.</p> <p>(b) The distribution of the Channel(s) is permitted in the Territory.</p> <p>(c) No court or tribunal or any other authority has passed an order banning the distribution of the Channel(s) in the Territory.</p> <p>(d) It shall keep Affiliate informed of any order or direction of any authority or court or tribunal suspending, banning or forbidding the distribution of the Channel(s) in the Territory.</p>
(bb)	<b>Representations and Warranties of Licensee</b>	<p>Licensee warrants, represents and undertakes that:</p> <ul style="list-style-type: none"> <li>(i) it has the right power and authority to enter into this Agreement and to perform its obligations hereunder;</li> <li>(ii) it will obtain and maintain all necessary rights, consents, clearances and approvals required to comply with its own obligations and otherwise comply with the applicable laws in complying with such obligations;</li> <li>(iii) it shall submit to Broadcaster a copy of its registration under the Cable Television Networks (Regulation) Act, 1995 as a cable operator along and maintain such registration in force throughout the Licence Period;</li> <li>(iv) it shall not use the name, trademarks, service marks or logos of the Channel(s) or the BBC other than as permitted in the Logo Licence attached hereto as Annexure B;</li> <li>(v) it will not, except as expressly provided for by this Agreement, distribute, alter or otherwise make use of the Channel(s) or authorise any other party to do so;</li> <li>(vi) it shall not sub-license any of its rights hereunder to any other party without Broadcaster's prior written consent;</li> <li>(vii) it shall use reasonable endeavours to inform Broadcaster of any new or amended laws, regulations or requirements which come into force in the Territory which shall or may in any way affect Licensee's exercise of the rights granted under this Agreement;</li> <li>(viii) it shall be solely responsible for obtaining and complying with all appropriate and necessary authorizations, licenses, approvals, laws, rules, regulations and other permission, if any, that may be required from the appropriate authority for the reception and distribution of the Channel(s) in the Territory to Subscribers; and</li> <li>(ix) it shall comply with all policies and procedures reasonably issued by Broadcaster from time to time including the Anti-Fraud and Corruption Code of Conduct (as amended from time to time) the current version of which is attached at Annexure C or any other policies notified to Licensee from time to time.</li> <li>(x) it shall not re-transmit the Subscribed Channel(s) via any medium other than the Licensee's Permitted Digital Distribution Platform identified by the Licensee in this Agreement.</li> <li>(xi) it shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, in a timely manner.</li> <li>(xii) it shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channel(s) at the time of retransmission except its service logo.</li> <li>(xiii) it shall retransmit the signals of the Subscribed Channel(s) in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition,</li> </ul>

		<p>deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channel(s).</p> <p>(xiv) it shall not, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s).</p> <p>(xv) it shall not place the Subscribed Channel(s) next to any pornographic or gambling channel or include in any package or tier that contains any channel with pornographic content or any gambling Service or such content which is illegal as per the applicable law.</p> <p>(xvi) It shall not distribute the subscribed Channel(s) to commercial subscribers.</p> <p>(xvii) It shall upon expiry/termination of the Agreement, return the Equipment in good working condition to Broadcaster and pay all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.</p> <p>(xviii) It shall upon change in the designated satellite of the Subscribed Channel(s), make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.</p> <p>(xix) It shall keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster for inspection upon reasonable notice. The Licensee undertakes to furnish and submit all information and/or documents as may be required by Broadcaster from time to time.</p>
(cc)	<b>Packaging &amp; Retailing</b>	<p>Licensee shall always have full flexibility to offer the Channel(s) on a-la-carte basis or package the Channel. There exists no restriction in terms of packaging the Channel(s) in any of the Licensee's consumer offerings / packages / tiers on the Platform including putting the Channel(s) in one or more of such tiers / packages / consumer offerings. Notwithstanding the foregoing, Licensee agrees that the Licensee shall ensure that the Channel(s) shall not be packaged with or positioned on an EPG or distribution tier with any channel containing pornographic programme material or any other material which is likely to have an adverse effect on the name, business or reputation of Broadcaster, the BBC or the Channel;</p> <p>Notwithstanding the foregoing, during the Term, Licensee will not target the Channel(s) for discriminatory treatment vis-à-vis similar channels falling within the same genres.</p>
(dd)	<b>EPG</b>	<p>Licensee will include the name of the Channel(s) and necessary details of programming in its on screen electronic programming guide (“EPG”) without charging any additional fee for the same.</p> <p>If Licensee changes the EPG numbers Licensee shall promptly notify the Broadcaster of any such change in writing and shall use best endeavours to give three (3) months prior written notice to Broadcaster to assist with Broadcaster's marketing of the Channel(s) with correct EPG numbers. In any event, such change should not make the accessibility of the Channel(s) less beneficial than other channels in the same genre.</p>
(ee)	<b>Regulatory Intervention</b>	<p>In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority of India or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties' ability to fulfill their obligations under this Agreement not arising due to an act or omission of the Parties, the Parties may mutually discuss and agree to give effect to this Agreement as far as practicable to be read to give effect to under the then prevailing legal and regulatory position and the change effected thereto provided that in the event that the Parties are unable to agree such alternative</p>

		provision or amendment to the Agreement then either Party shall be entitled to terminate this Agreement in accordance with termination clause below.
(ff)	<b>Termination</b>	<p>Either Party has a right to terminate this Agreement by a prior written notice of twenty one (21) days to the other party in the event of:</p> <ul style="list-style-type: none"> <li>(a) material breach of this Agreement by the other Party which has not been cured within referred notice period of twenty one (21) days of being required in writing to do so;</li> <li>(b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;</li> <li>(c) the regulatory license/ approval necessary for Licensee to operate its digital addressable platform being revoked/ suspended or terminated at any time by the appropriate authority;</li> <li>(d) failure of the defaulting Party to comply with applicable law or any change in applicable law applicable to it in complying with such obligations.</li> </ul> <p>Broadcaster shall have the right to terminate this Agreement by a prior written notice of twenty one (21) days to Licensee if:</p> <ul style="list-style-type: none"> <li>(a) Licensee breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or</li> <li>(b) Broadcaster discontinues the Channel(s) with respect to all distributors in the Territory.</li> </ul> <p>In addition, Broadcaster may forthwith terminate Agreement, at any time, without liability, upon twenty one (21) days prior written notice to Licensee, if</p> <ul style="list-style-type: none"> <li>(a) Licensee's conduct or any material change in the business of Licensee (including the composition or character of its services) or in the ownership and/ or control of Licensee is such that in the reasonable opinion of Broadcaster, it may adversely affect the reputation of the Broadcaster or its Affiliates or the Channel(s). For the avoidance of doubt affiliations, activities or services that may be considered to adversely affect the reputation of Broadcaster shall include without limitation adult entertainment including pornography, escort agencies and websites, sex chat lines, weapons, weapons manufacturing and gun clubs, and affiliations with religious and/or political bodies or groups;</li> <li>(b) the Logo Licenses between the BBC and Licensee is terminated for any reason;</li> <li>(c) Broadcaster wishes to withdraw any or all of the Channel(s) from distribution in the Territory or Broadcaster in its reasonable opinion believes that continued distribution will infringe local law or regulation or third party rights in the Territory;</li> <li>(d) Broadcaster believes in good faith and reasonable judgment that it is threatened by or may be subject to legal, governmental or other adverse action, under applicable treaties, tariffs, laws, rules regulations or orders, that may restrict the right of Broadcaster to provide the Channel(s) or any part thereof in the Territory;</li> </ul>

		<p>(e) If Licensee commits any action or omission that adversely affects Broadcaster's interests in the promotion of the Channel(s) and/ or its reputation.</p> <p>Licensee shall have the right to terminate this Agreement on written notice to Broadcaster if Licensee discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice to Broadcaster.</p> <p>The expiry or termination of this Agreement for any reason shall not cancel any indebtedness or otherwise affect the accrued rights and liabilities of the Parties to this Agreement.</p> <p>Notwithstanding anything mentioned in this Agreement, Broadcaster shall have the right to terminate this Agreement, at any time, without any reason whatsoever, by serving a prior written notice of twenty one (21) days on the Licensee.</p> <p>Upon termination or expiry of this Agreement:</p> <p>(a) Broadcaster shall disconnect/ deactivate signals of Subscribed Channel(s).</p> <p>(b) Licensee shall promptly return back to Broadcaster or its authorized representative the IRD Units in good working order;</p> <p>(c) Licensee shall cease to provide or distribute/ transmit the Channel(s) to the Subscribers; and</p> <p>(d) Licensee shall cease to use the Intellectual Property Rights of Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as Broadcaster may require.</p> <p>The Licensee shall within seven (7) days of the expiry/termination pay to the Broadcaster all outstanding payments and/or other sums that may be payable to the Broadcaster, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 12% per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.</p>
(gg)	<b>Limitation of Liability</b>	<p>(i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.</p> <p>(ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.</p>
(hh)	<b>Governing Law</b>	This Agreement shall be governed and construed under the laws of India.
(ii)	<b>Dispute Resolution</b>	Should any dispute, difference or claim arise between the Parties concerning the provisions of this Agreement, then the Parties shall attempt in the first instance to resolve such disputes, differences or claims amicably through their respective CEOs (or their nominees). If any such disputes, differences or claims remain unresolved within fourteen (14) business days, or such extended period as may be mutually agreed, from the date when referred to the CEOs of the respective Parties, then such dispute, difference or claim shall be finally settled on the application of either Party:

		<p>(i) by the Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) or any other such tribunal or court as may be prescribed under the Telecom Regulatory Authority of India Act 1997 or any subsequent laws; or</p> <p>(ii) by the courts of competent jurisdiction located in the city of Delhi in relation to all other matters.</p>
(jj)	<b>Final Agreement</b>	This Agreement supersedes all former agreements (whether written or oral) between Licensee and Broadcaster and embodies the entire understanding and all terms agreed between the Parties relating to the Channel(s); all former agreements be and are hereby cancelled and terminated.
(kk)	<b>Assignment</b>	Licensee shall not be entitled to assign, sub-license, transfer or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Broadcaster and any purported assignment shall confer no rights upon the purported assignee. Broadcaster shall at any time be entitled to assign its rights under this Agreement (or any part thereof) to any entity within the BBC group.
(ll)	<b>Notices</b>	Notices may be delivered by hand, registered post or facsimile (with a copy posted). Notices given by hand shall be deemed to have been given on delivery, notices sent by post shall be deemed to have been given three (3) days after the date of mailing by recorded or registered post, and notices given by facsimile shall be deemed to have been given when transmitted provided that the sender shall have received, and can produce, a transmission report indicating that all pages of the notice have been transmitted to the correct facsimile number. Any notice or other communication to be given under this Agreement shall be in writing in the English language and shall be sent to the Party to be served at the address first set forth above or such other address as may be notified by that Party.
(mm)	<b>Force Majeure</b>	If because of a force majeure event either Party cannot perform its obligations for more than sixty (60) days, then either Party shall be entitled to terminate this Agreement on Twenty One (21) days written notice. A force majeure event includes but is not limited to any satellite failure, war, civil commotion, governmental action, accident, epidemic or any other event of any nature or kind whatsoever beyond the reasonable control of the Party failing to perform. In the event of such force majeure the Parties’ obligations hereunder shall be suspended.
(nn)	<b>Severance</b>	In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or it may be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties to this Agreement decide that the effect of such declaration is to defeat the original intention of the Parties in which event either Party to this Agreement shall be entitled to terminate this Agreement on thirty (30) days' written notice in accordance with termination clause above.
(oo)	<b>Amendment</b>	No amendment to this Agreement will be valid unless confirmed mutually in writing by the Parties to this Agreement and signed by duly authorised representatives.
(pp)	<b>No partnership</b>	The Parties are not partners nor is this a joint venture agreement, nor is Licensee an agent of Broadcaster. Either of the Parties shall not attempt to incur any liability on

		behalf of the other Party and shall not hold itself out to any third party as being able to do so.
--	--	--

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement in the presence of the below stated witnesses:

Signed by

Signed by

For and on behalf of

For and on behalf of

**BBC Global News India Private Limited**

**Licensee**

Name.....

Name.....

Title.....

Title.....

Date.....

Date.....

**Annexure A**

**CHANNEL RATES**

**(A) A LA CARTE RATES**

<b>Channels</b>	<b>Maximum Retail Price per subscriber per month (Rs.)</b>
BBC World News	INR 1 (Rupee One only)

**(B) BOUQUET RATES**

<b>Channels</b>	<b>Maximum Retail Price per subscriber per month (Rs.)</b>
<b>Not Applicable</b>	<b>Not Applicable</b>

Note: Broadcaster reserves its right to revise the above rate as per company policy in accordance with applicable laws and regulations or pursuant to change in tariff regulations by any administrative, governmental or judicial authority. Upon such revision, Licensee agrees and unconditionally undertakes to pay the revised License Fee pro rata from the effective date of such revision.

**Annexure B**

**LOGO LICENCE**

To: (“you”)

From: **THE BRITISH BROADCASTING CORPORATION**

Broadcasting House, Portland Place, London, W1A 1AA

**(“the BBC”)**

Date:

Dear Sirs

The BBC grants you a non-exclusive licence to reproduce the BBC WORLD NEWS logo in the form for the time being approved by the BBC (“**the Logo**”) on paper-based or on-line marketing materials and programme listings for the Channel in the Territory while the Main Agreement is in force for the sole purpose of indicating that the Channel is available on the Licensee’s Network on the following conditions:

:

1. “**Main Agreement**” means an Agreement between BBC Global News India Pvt. Limited and you dated . Definitions in the Main Agreement apply and “**Licensed Materials**” means items on which the Logo is reproduced pursuant to this Licence.
2. Licensed Materials displayed and/or distributed via electronic means (e.g. the internet) shall be clearly directed at the Territory.
3. The artwork of the Logo must be as supplied by the BBC. You will use the Logo in accordance with any style guidelines relating to the Logo, and any other relevant standard guidelines provided to you from time to time. The Licensed Materials shall be of good quality, in keeping with the reputation of the BBC and/or BBC Global News both in the manner and context of the use; produced and dealt with in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory.
4. The use of the Logo with basic programme schedule information (“listings”) or in programme guides must (1) comply with any relevant style guide (2) be solely for the purpose of identifying the BBC’s programmes (3) be commensurate with the use of the Logo of any third party whose programmes also appear (4) not imply any endorsement by the BBC of any other person or of anything other than the BBC’s programmes, and (4) not misrepresent the relationship between the BBC and any other person.
5. All Licensed Materials other than those falling under paragraph 4 must have the prior written approval of the BBC (or of BBC World Distribution Limited on its behalf). You will on request supply to the BBC copies of the Licensed Materials as issued.
6. You acknowledge that the BBC is the owner of the Logo and copyright and all other rights and goodwill in it and will not make or attempt to make any copyright, trade mark or domain name application in relation to it.
7. You will not make use of the Logo, the name of the BBC or any of its subsidiaries or of any other intellectual property in which the BBC has rights, except as permitted by law or as provided by this Licence or any other written agreement between the BBC and you. You may use the words “BBC World News” but only as part of a factually correct statement (e.g. “BBC World News is available on Intelsat 20”).

- 8 You will, unless otherwise agreed during the approval process, put on all Licensed Materials (except listings and programme guides) the notice “BBC World News logo © BBC 1996”.
- 9 This Licence will terminate on the termination or expiry of the Main Agreement. The BBC may terminate this Licence earlier on written notice if (1) you breach any of the terms of this Licence or the Main Agreement or (2) you cease to carry on business or go into bankruptcy, liquidation or any equivalent process or (3) the BBC reasonably believes that the use of the Logo will infringe the rights of anyone else or (4) there is any change in control either of you or of any company which controls you directly or indirectly unless you have told the BBC of the change of control and the BBC has agreed not to exercise this right. The BBC shall have no liability to you as a result of terminating this Licence and on termination you will immediately cease using the Logo in any form.
- 10 You will indemnify the BBC against any loss it suffers as a result of your breaching the terms of this Licence.
- 11 You will promptly inform the BBC of any infringement of the BBC’s rights in the Logo which comes to your attention. The BBC is not obliged to take any action but if it does you will provide such assistance as it reasonably requests, for which the BBC will reimburse your reasonable out-of-pocket costs. You may not bring any action yourself for infringement of the Logo or against any claim that your use of the Logo infringes other people’s rights (though you will inform the BBC if you receive such a claim).
- 12 You may not assign, transfer, sub-licence, dispose of or encumber or dispose of your rights or obligations under this Licence.
- 13 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.
- 14 This Licence shall be interpreted in accordance with English law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Please acknowledge your acceptance of the foregoing by signing where indicated below

Yours faithfully

.....

**for and on behalf of the BBC**

.....

Name

.....

Title

.....

Date

**Signed for and on behalf of the Licensee**

.....

Company name

.....

Signature

.....  
Name

.....  
Title

.....  
Date

## Annexure C

### **BGNIPL ANTI-FRAUD AND CORRUPTION CODE OF CONDUCT FOR THIRD PARTIES (hereafter referred to as “the Code of Conduct”)**

BGNIPL is committed to conducting business in accordance with the highest ethical and legal standards and expects all Third Parties with whom it deals to do likewise. BGNIPL will not tolerate fraud or corruption or other dishonest or illegal conduct at the commission of any Third Party. This Code of Conduct sets out BGNIPL’s minimum requirements as regards the conduct of Third Parties. By entering into an agreement with BGNIPL (whether in writing or otherwise) all Third Parties are deemed to have accepted and agreed to abide by the Terms of this Code of Conduct set out below. For the purposes of this Code of Conduct the term “Third Party” and “Third Parties” shall be deemed to include any agent, representative, supplier, vendor, purchaser, licensee, partner, consultant, or other party of whatsoever nature, (including individuals and organisations and corporate entities) who enters into any relationship with BGNIPL whether for the provision of goods or services to or from BGNIPL or otherwise.

The fight against fraud and corruption is the responsibility of everyone. In the event that the Third Party is uncertain about the terms of this Code of Conduct or its application it shall immediately notify BGNIPL to seek appropriate advice.

#### **TERMS:**

The Third Party shall at all times in the course of its dealings with BGNIPL:

- abide by all applicable laws and regulations to which it is subject and adopt a zero tolerance approach to fraud and corruption and illegal activity. In the event that the Third Party shall become aware of any actual (or suspected) fraud, corruption or other illegal activity or other activity which may adversely affect the name and / or reputation of BGNIPL, (whether or not pertaining directly to activities carried out for or on behalf of BGNIPL), the Third Party shall notify BGNIPL without delay and shall provide to BGNIPL in connection therewith such information as BGNIPL may reasonably require;
- ensure that all employees, contractors, staff, directors, officials and others authorised by or engaged by the Third Party, as well as all third parties with which the Third Party does or intends to do business, are aware of, accept and shall abide by the terms of this Code of Conduct, and acknowledge and accept, BGNIPL’s zero tolerance to fraud, corruption and illegal activity;
- carry out appropriate background investigations and due diligence checks on all individuals, and entities the Third Party intends to have business dealings to ensure that such parties are also able to meet the requirements set out in this Code of Conduct;
- not enter into any arrangement or engage in any conduct (including without limitation, fraud, corruption, dishonesty and illegal activity) which brings BBC, the Channel or BGNIPL into disrepute or is likely to bring either into disrepute. The Third Party shall notify BGNIPL promptly in writing of any pre-existing arrangements or contracts that may cause reputational issues for BGNIPL. If the Third Party is unsure of any aspect of the due diligence required, the Third Party shall contact BGNIPL at the earliest opportunity;
- be alert as to and notify BGNIPL of close relationships between parties in the supply chain (e.g. agent / distributor) and any conflicts of interests or any relationships or close ties with government officials
- where the Third Party is acting as a representative or agent on behalf of BGNIPL, or is otherwise authorised to review, approve or incur fees, costs or expenses on behalf of BGNIPL, the Third Party shall obtain detailed breakdowns of all fees / costs and satisfy itself of the legitimacy of all items of expenditure;
- ensure any hospitality or entertainment offered or accepted is moderate, reasonable and appropriate, adheres to BGNIPL’s Expenses and Hospitality Policy (in force from time to time) and serves a legitimate business purpose. Hospitality or entertainment must never be offered or accepted as any form of business inducement or create any potential conflict of interest. No charitable donations may be made in the name of BGNIPL. Any queries relating to the offer or acceptance of hospitality shall be referred by Third Party to BGNIPL without delay;

- maintain complete and accurate books and records of account recording all business transactions and dealings entered into for or on behalf of or conducted in connection with BGNIPPL's business which shall be available for inspection and audit by BGNIPPL from time to time. Without prejudice to any separate contractual rights of BGNIPPL, in the event of any finding of actual or suspected fraud, corruption, material error or misconduct, BGNIPPL shall be entitled itself, and/or by its nominated agent on reasonable notice to access, inspect and audit, (including where appropriate the right to take copies of any relevant documents books and records), the books, records, systems, software, hardware, sites and facilities used by or on behalf of the Third Party in connection with the provision of services to or for BGNIPPL.

**Further to the above and without limitation of any of the foregoing provisions, the Third Party shall at no time, in the course of its dealings with BGNIPPL:**

- accept or offer a bribe even if it is considered to be local custom and practice within or outside of the Territory. This also includes making 'facilitation payments' to officials, in order to expedite the provision of services;
- accept or offer any personal favours, i.e. 'soft money' activities (i.e. perks such as trips or school placements);
- make a payment to a government official unless it is in accordance with the law. The Third Party should always seek independent verification (in writing) that the payment is legitimate;
- employ agents for the purpose of circumventing the terms of this Code of Conduct or carrying out any act in contravention of any applicable laws or regulations. For the avoidance of doubt, where agents are engaged to carry out legitimate services for or on behalf of BGNIPPL, The Third Party shall ensure that the remuneration of such agents shall not exceed the normal and reasonable commercial rates for such services and shall be fully and properly accounted for.

**Annexure D**

**IRDs**

IRD(s) serial number, BBC-----

Having TID No. -----

UA No.-----

**Annexure E**

**APPLICATION FORM FOR REQUEST OF SIGNALS OF THE CHANNEL**

1. Name of the distributor of television channels:
2. The names of Owners/Directors/Partners of the distributor:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the distributor:
12. List of channels and bouquets for which signals of television channels are requested:
13. Service Tax registration number:
14. Entertainment Tax Number:
15. PAN No. (Attach a copy):
16. Are the CAS/ SMS in compliance with the regulations: YES / NO
17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

\_\_\_\_\_  
(Signature)  
Date and Place

**DECLARATION**

I \_\_\_\_\_ s/o, d/o \_\_\_\_\_, \_\_\_\_\_ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of \_\_\_\_\_ (Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

\_\_\_\_\_  
(Signature)  
Date and Place

## Annexure F

### TECHNICAL SPECIFICATIONS

#### **A) Conditional Access System (CAS) and Subscriber Management System (SMS):**

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

*Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.*

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

*Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.*

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

- (a) Unique customer identification (ID)
- (b) Subscription contract number
- (c) Name of the subscriber
- (d) Billing address
- (e) Installation address
- (f) Landline telephone number
- (g) Mobile telephone number
- (h) E-mail address
- (i) Channels, bouquets and services subscribed
- (j) Unique STB number
- (k) Unique VC number

12. The SMS should be capable of:

- (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs
- (b) Locating each and every STB and VC installed
- (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:

- (i) The total number of registered subscribers
- (ii) The total number of active subscribers
- (iii) The total number of temporary suspended subscribers
- (iv) The total number of deactivated subscribers
- (v) List of blacklisted STBs in the system
- (vi) Channel and bouquet wise monthly subscription report in the prescribed format
- (vii) The names of the channels forming part of each bouquet
- (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time
- (ix) The name of a-la carte channel and bouquet subscribed by a subscriber
- (x) The ageing report for subscription of a particular channel or bouquet

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:

- (a) STB-VC Pairing / De-Pairing
- (b) STB Activation / De-activation
- (c) Channels Assignment to STB
- (d) Report of the activations or the deactivations of a particular channel for a given period

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

## **B) Fingerprinting:**

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals.

2. The STB should support both visible and covert types of finger printing.
3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
9. The finger printing should be possible on global as well as on the individual STB basis.
10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

**C) Set Top Box (STB):**

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

**Annexure G**

**SUBSCRIPTION REPORTS**

**A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster**

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below-

Monthly subscription for a-la-carte channels

SI NO.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Subscription/ subscriber base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)] / 4
1						
2						

**A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster**

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below-

Monthly subscription for bouquet of pay channels

SI NO.	Name of the Subscribed bouquet	Number of subscribers of the Subscribed bouquet on 7th day of the month	Number of subscribers of the Subscribed bouquet on 14th day of the month	Number of subscribers of the Subscribed bouquet on 21st day of the month	Number of subscribers of the Subscribed bouquet on 28th day of the month	Monthly Subscription/ subscriber base of the Subscribed bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)] / 4
1						
2						

## Annexure H

### DEFINITIONS

In this Agreement, unless the context requires otherwise, the following defined terms shall have such respective meaning as assigned to them herein below. There are other terms which have been defined in the body of the Agreement and the Annexures attached to this Agreement, such terms shall have such respective meaning as have been assigned to them therein.

- (a) “Active Subscriber” means a subscriber who has been authorized to receive the Subscribed Channel(s) as per the SMS of the Affiliate’s Permitted Digital Distribution Platform;
- (b) “Applicable Laws” means all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court in territory;
- (c) “Agreement” means this Reference Interconnect Offer, including the Annexures attached to this Agreement;
- (d) “Authorized Area of Transmission” means such areas where the Channel(s) shall be re-transmitted and re-distributed by the Licensee through its platform;
- (e) “Average Active Subscriber Base” means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Annexure G attached to this Agreement;
- (f) “Broadcaster’s share of MRP”, with respect to each Subscribed Channel(s), shall mean the fee payable by the Licensee to the Broadcaster for retransmission of signals of such Subscribed Channel through Licensee’s Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause m of this Agreement;
- (g) “Cable Service” means the transmission of programs including retransmission of signals of television channels through cables;
- (h) “Cable Television Network” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers;
- (i) “CAS” means conditional access system installed at the DPO’s head-end that enables subscribers of the DPO’s Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO’s Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels;
- (j) “Channel(s)” means the a 24 hour news and current affairs satellite television channel(s) namely ‘BBC World News’;
- (k) “Commercial Subscriber” means a subscriber who causes the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person;
- (l) “Digital Addressable System” means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent by a MSO to its subscriber (either directly or indirectly through the Licensee’s affiliated LCO, as the case may be) in an encrypted form, which can be decoded by device(s), having an activated CAS at the premises of the subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber;

- (m) “Digital Addressable Cable Television Network” means a Cable Television Network enabled with Digital Addressable System;
- (n) “DTH operator” means a company that has been granted license by the Central Government to provide DTH Service;
- (o) “DTH Service” means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such subscriber;
- (p) “DPO” means any MSO and/or HITS operator and/or DTH operator and/or IPTV operator authorized to retransmit signals of satellite television channels through its applicable Digital Distribution Platform;
- (q) “Digital Distribution Platform” means, with respect to a MSO such MSO’s Digital Addressable Cable Television Network, with respect to a HITS operator such HITS operator’s HITS Service, with respect to a DTH operator such DTH operator’s DTH Service and with respect to an IPTV operator such IPTV Operator’s IPTV Service;
- (r) “Distribution Fee” means such amount as shall be equivalent to twenty percent (20%) of the MRP of each channel from amongst the Subscribed Channels, which the Licensee shall be entitled to receive on a monthly basis, or part thereof, towards retransmission of such Subscribed Channel(s) through the Licensee’s Permitted Digital Distribution Platform in the Authorized Area of Transmission during the applicable calendar month of the Term or part thereof;
- (s) “EPG” means electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows subscribers to navigate and select such available channels and programs;
- (t) “Equipment” means equipment comprising of digital satellite receivers together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, which enables the Affiliate decrypt the encrypted signals of the Subscribed Channels;
- (u) “HITS operator” means any person permitted by the Central Government to provide HITS service;
- (v) “HITS Service” means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to subscribers; and (ii) to the subscribers by using satellite system and its own cable networks;
- (w) “IPTV operator” means a person permitted by the Central Government to provide IPTV service;
- (x) “IPTV Service” means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- (y) “Intellectual Property” means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channel(s), or any mark of the right holders of any programming exhibited on the Channels;
- (z) “LCO” means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

- (aa) “Marks” shall mean all Intellectual Property owned or used by the Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein;
- (bb) “MIB” means the Ministry of Information & Broadcasting in India;
- (cc) “MRP”, with respect to each channel from amongst the Subscribed Channels, shall mean the maximum price, excluding applicable taxes/cess, payable by a subscriber of such Subscribed Channel, as is set forth in Annexure A attached to this Agreement;
- (dd) “MSO” means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- (ee) “Package(s)/ Bouquet” means various package(s)/combination/assortment of pay channel(s) (comprising of pay channels of one or more broadcaster(s)) offered by Licensee to subscribers of the Affiliate’s Permitted Digital Distribution Platform;
- (ff) “STB” means Licensee provided and/or Licensee authorized set top box (embedded with CAS microchip) installed in the premises of a subscriber subscribing to channel(s) available through Licensee’s Permitted Digital Distribution Platform that allows such subscriber to receive such channel(s) in an unencrypted and descrambled manner through the Licensee’s Permitted Digital Distribution Platform (either directly or indirectly through the Affiliate’s affiliated LCO, as the case may be);
- (gg) “SMS” means a subscriber management system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid and discounts allowed to the subscriber for each billing period;
- (hh) “Subscribed Channel(s)” means the channel(s) subscribed and retransmitted by the Licensee through Licensee’s Permitted Digital Distribution Platform;
- (ii) “Subscription Reports” means the monthly Subscriber reports to be provided by Affiliate to the Authorized Agent in terms of Clause t of this Agreement;
- (jj) “Territory” means the whole of India or as such part of India as stated in this Agreement where the Licensee is authorized to re-transmit and re-distribute the Channel(s);
- (kk) “TDSAT” means Telecom Dispute Settlement and Appellate Tribunal, New Delhi;
- (ll) “TRAI” means the Telecom Regulatory Authority of India.