

**REFERENCE INTERCONNECT OFFER FOR BBC INDIA BOUQUET FOR DIGITAL ADDRESSABLE PLATFORMS**

*Pursuant to clause 7 (1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017 dated March 03, 2017 and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, (as may be amended from time to time) (collectively referred to as “2017 Regulations”) read with The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 read with The Telecommunication (Broadcasting and Cable) Service Interconnection (Addressable Systems) (Fourth Amendment), Regulations, 2022 dated November 22<sup>nd</sup>, 2022 (collectively referred to as “Jan 2020 Amendments”) and would be effective from February 1<sup>st</sup>, 2023.*

The terms mentioned in this RIO constitute all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster’s Available Channels to Subscribers in terms of the Regulations. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform operators desirous of obtaining signals of Broadcaster’s Available Channels shall make a written request in the requisite application form. The Operator shall, along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator’s addressable systems to be used for distribution of Broadcaster’s Available Channels meet the requirements specified in the Schedule III of the Interconnection Regulations.

This RIO read along with the Interconnection Agreement attached hereto is being published by the Broadcaster for its Available Channel(s) in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable at law. Both the RIO and the Interconnection Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO/Interconnection Agreement executed between the Parties and which was uploaded on BBC website.

**INTERCONNECTION AGREEMENT**

**This Interconnection Agreement (the Agreement) is executed on this ..... day of ..... 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 1st Floor, Max House, Tower C, Khasra No. 335/2, 335/18, 337 & 1511/339 min, Village Bahapur, Okhla Station Road, Okhla, New Delhi, 110020, India (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/ 2013, 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 Licensee/ rights holder for the Channel(s) having received the downlinking permission for the Channel 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>	
(e)	<b>License/ granted Rights</b>	<p>The Broadcaster hereby grants and Licensee hereby accepts a non-exclusive, non-transferable, limited 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 licensefees/ 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-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>Upon grant of signals from the Broadcaster, the Licensee shall mandatorily offer the subscribed Channels on its distribution system to the Subscribers on a monthly subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (“<b>QoS Regulations</b>”) and its amendments thereof.</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 a news and current affairs channel namely ‘<u>BBC News</u>’ and a kids entertainment channel namely ‘<u>CBEEBIES</u>’.</p>
(h)	<b>Incentive</b>	<p>‘Incentive’ means the discount offered by the Broadcaster on the MRP of the Channel or the Bouquet subject to Annexure A of this Agreement and Interconnection Regulations.</p> <p>For avoidance of doubt, it is clarified that any discount, offered as an Incentive shall be based on the monthly Subscriber Base recorded by the Licensee and such other eligibility criteria as may be notified from, time to time.</p>
(i)	<b>Bouquet(s)</b>	<p>“<b>Bouquet(s)</b>” means a bouquet of TV channels by the name of ‘BBC India Bouquet’ comprising of two TV channels namely- ‘BBC News’ and ‘CBeebies’.</p>
(j)	<b>Subscriber</b>	<p>“<b>Subscriber</b>” means 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>
(k)	<b>Authorized area of transmission/ Territory</b>	
(l)	<b>Nature of Channel</b>	<p>The Channel(s) are a Pay channel meaning that a subscriber needs to pay an amount of money in order to subscribe to the Channel(s).</p>
(m)	<b>Maximum Retail Price/ MRP</b>	<p>Maximum Retail Price/ MRP means the maximum retail price of Channel as mentioned in Annexure A to this Agreement and is exclusive of applicable taxes or levies.</p>
(n)	<b>Genre of Channel(s)</b>	<p>News and Current Affairs &amp; Kids entertainment</p>

(o)	<p><b>License Fee/ Broadcasters share of maximum retail price</b></p>	<p><b>Monthly Subscription/ License Fee</b>” shall be the amount payable by the Licensee to the Broadcaster (for availing the signals of Broadcaster’s Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Licensee for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies. Additionally, subject to the Licensee availing and qualifying for the ‘Incentive’, the Licensee may avail the Incentive on the MRP of the Channel(s). For avoidance of doubt, it is hereby clarified that the Licensee is under no obligation to opt for any ‘Incentive’ to avail the Channel(s).</p> <p>For each month or part thereof during the Term of the Agreement, the Licensee shall pay to Broadcaster the “<b>Monthly Subscription /License Fee</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 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 1 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 1 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>(iii) If the Licensee has opted for availing the Incentive and meets the conditions/requirements prescribed by the Broadcaster, then the Licensee shall pay such amount as may be computed in the following manner and in terms of Interconnection Regulations, plus applicable taxes:</p> <p><i>Broadcaster’s share of MRP = Maximum Retail Price of the Channel(s) set out in clause 1 of this Agreement less Distribution Fee of 20% of Maximum Retail Price of the Channel(s) multiplied with the applicable Subscriber Base of a-la-carte plus Effective Price of the Channel(s) in Bouquet multiplied by Subscriber Base of Bouquet.</i>  <i>Discount = Broadcaster’s share of MRP in (iii) multiplied by percentage of Incentive applicable in accordance with Annexure A of the 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>
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(p)	<b>Distribution Fees</b>	20% of the Maximum retail price of the channel
(q)	<b>Details of Contact Person</b>	<p>North &amp; South - Deepak Verma, +91 99994 67481, <a href="mailto:deepak.verma@bbc.com">deepak.verma@bbc.com</a></p> <p>East &amp; West - Sunil Tiwari, +91 98206 87521, <a href="mailto:sunil.tiwari@bbc.com">sunil.tiwari@bbc.com</a></p>
(r)	<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 (“<b>Due Date</b>”), 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 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>
(s)	<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>(i) 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 discretion; and enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</li> </ul> <p>The technical details for Subscriber Management System are outlined in Annexure F to this Agreement.</p>

(t)	<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>(a) 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>(b) Broadcaster shall at all times remain the sole and absolute owner of the IRD Unit(s);</li> <li>(c) 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 exclusion of which is prohibited or limited by law (save to the extent such exclusion is permitted by law);</li> </ul>
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(u)	<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>
(v)	<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>
(w)	<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.
(x)	<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>
(y)	<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.
(z)	<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>
(aa)	<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>
(bb)	<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.
(cc)	<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 Licensee 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>
(dd)	<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>
(ee)	<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>
(ff)	<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>
(gg)	<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>

		<p>provision or amendment to the Agreement then either Party shall be entitled to terminate this Agreement in accordance with termination clause below.</p>
(hh)	<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 is in default of payment of subscription revenue to the Broadcaster;</li> <li>(b) 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>(c) 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> <ul style="list-style-type: none"> <li>(a) Broadcaster shall disconnect/ deactivate signals of Subscribed Channel(s).</li> <li>(b) Licensee shall promptly return back to Broadcaster or its authorized representative the IRD Units in good working order;</li> <li>(c) Licensee shall cease to provide or distribute/ transmit the Channel(s) to the Subscribers; and</li> <li>(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.</li> </ul> <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 outstanding, along with applicable interest, in full.</p>
(ii)	<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>
(jj)	<b>Governing Law</b>	This Agreement shall be governed and construed under the laws of India.
(kk)	<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>
(ll)	<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.
(mm)	<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.
(nn)	<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.
(oo)	<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.
(pp)	<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.
(qq)	<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.
(rr)	<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>
N.A.	

**(B) BOUQUET RATES**

<b>Channels</b>	<b>Maximum Retail Price per subscriber per month (Rs.)</b>
BBC INDIA BOUQUET (BBC NEWS + CBEEBIES)	INR 3 (Rupee three only)

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.

**(C) INCENTIVE**

The Licensee shall be eligible for the Incentive based upon achieving the subscriber base as per the discount qualifying grid set out in the below table:

S.no	Subscriber Base (in percentage)	Discount (in percentage)
(i)	10	10
(ii)	15	12
(iii)	20	15

For the purpose of this Agreement, the Subscribers Base shall mean the total subscription percentage of the channel achieved by the Licensee in the month both in a-la-carte as well as Bouquet.

**Annexure B**

**LOGO LICENCE**

**(BBC NEWS)**

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 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 Studios 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 News” but only as part of a factually correct statement (e.g. “BBC 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 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

**BBC Global News India Private Limited**

Name.....

Title.....

Date.....

For and on behalf of

**Licensee**

Name.....

Title.....

Date.....

**TRADE MARK LICENCE**

**(CBEEBIES)**

**Date:**

**BETWEEN:**

**The BBC**

**THE BRITISH BROADCASTING CORPORATION** a public corporation incorporated under the laws of England and Wales by Royal Charter whose principal office is at Broadcasting House, Portland Place, London, W1A 1AA

**AND**

**The Licensee**

*[insert full name of Licensee]*

*[a company incorporated under the laws of [insert country - or State if a US licensee - of incorporation] with registered number [insert registered number] whose [registered/principal] office is at [insert registered/principal address] ]*

OR

*[of [insert address of Licensee if not a company]]*

The BBC grants to the Licensee a non-exclusive licence to use, and the Licensee undertakes to use, the Trade Marks in the Territory during the Term on Products and Associated Material subject to the terms and conditions of this agreement, including the General Terms (“**this Licence**”).

In this Licence, the following Special Definitions apply:

**Main Agreement:**

An Agreement made between **BBC GLOBAL NEWS INDIA PRIVATE LIMITED** and 1st Floor, Max House, Tower C, Khasra No. 335/2, 335/18, 337 & 1511/339 min, Village Bahapur, Okhla Station Road, Okhla, New Delhi, 110020, India and the Licensee and dated *[.....insert date of Main Agreement]* pursuant to which this Licence is granted

**The Trade Marks:**

The logo of the channel CBeebies in the form[s] shown below:



(or in such other form[s] as the BBC may from time to time direct)

**Associated Material:**

**The list below is exhaustive and not illustrative**

Packaging material (including if appropriate inlays and sleeves)

Yes/No

Programme guides or listings (in any medium) Yes/No  
Paper-based promotional material Yes/No

On-line promotional material:

World Wide Web Yes/No  
Mobile telephones & networks Yes/No  
Interactive TV Yes/No

On-screen promotional material:

TV (non-interactive) Yes/No  
Cinema Yes/No  
In-flight Yes/No

Other: Yes/No

*[insert full details of the other type(s) of Associated Material]*

**The Trade Mark Notice (General Term 6):** “[ ] [is/are] trade mark[s] of the British Broadcasting Corporation and are used under licence.  
[ ] © BBC *[Date device/logo created].*”

**Licensee’s address for notices (General Term 10):**

Attention:

**Address for copies of notices to the BBC (General Term 10):** *(insert details of BBC Group person who is managing the deal)*

Attention:

**Time limits for submitting samples (General Term 4.2):** For use On-line : [ ] days before using the Trade Marks live On-line  
In any other case: [ ] days before manufacturing the Licensed Product  
*[if GT 4.1 applies, delete the above and put “N/A - General Term 4.1 applies”]*

**Time limits relating to approval (General Term 4.2):** For use On-line : [ ] days after receipt of the Samples  
In any other case: [ ] days after receipt of the Samples  
*[if GT 4.1 applies, delete the above and put “N/A - General Term 4.1 applies”]*

**BBC’s address for samples (General Term 4.2 and/or 4.4):** Name: *(insert details of person in BBC Group doing sample approval)*  
Position:

Address:

Tel:

Fax:

Email:

**If any special conditions apply, they are set out below:**

*[here insert any special conditions and any changes to the GTs]*

**DULY EXECUTED**

SIGNED for and on behalf of the BBC

Signature .....

Name .....

Title .....

Date .....

SIGNED for and on behalf of the Licensee

Signature .....

Name .....

Title .....

Date .....

## GENERAL TERMS

### 1 Definitions

1.1 Terms defined in the Main Agreement shall, unless separately defined below or in the Special Definitions, or the context otherwise requires, have the same meaning in this Licence.

1.2 In this Licence, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

“Associated Material” means items of the types described in the Special Definitions (if any) and which are produced for the purpose of advertising and marketing the Products

“BBC Group” means the BBC and its present or future Subsidiaries

“company” includes any body corporate wherever and however incorporated or established

“Group” means, in relation to a company, that company and any company which is a Holding Company of that company or a Subsidiary of that company or of such Holding Company

“Licensed Product” means any Product or Associated Material on which any of the Trade Marks appear pursuant to this Licence

“On-line” means by means of display and/or distribution via electronic means including but not limited to the World Wide Web, mobile or cellular telephones and networks, interactive TV, or other screen-based mechanisms

“Product” means anything produced and/or distributed pursuant to the Main Agreement

“Samples” means (where the Trade Marks are to be used On-line) (1) a screen shot or other representation of the display of the proposed Licensed Product, or sufficient information to enable the BBC to access it and (2) details of the proposed Online location of the Licensed Product (e.g. the url), or (in any other case) two (2) true and accurate samples of each Licensed Product

“Subsidiary” / “Holding Company” a company is a Subsidiary of another company (its Holding Company) if that other company controls it, directly or indirectly (whether through one or more subsidiaries)

“Term” means the licence period specified in the Main Agreement together with any variation, extension or renewal of such licence period

“Territory” means the countries in which rights may be exercised by the Licensee under the Main Agreement

“Trade Marks” means the word mark(s) and/or device(s) (including logos) described in the Special Definitions and, if permitted under and agreed pursuant to the Main Agreement, translations or transliterations of them and/or alternatives to them

“to control” in this clause 1 and in clause 7.2.4 means to have the ability to direct the affairs of the entity concerned whether by virtue of contract, ownership of shares, voting rights or otherwise, and the noun “control” shall have a corresponding meaning

## **2 Territory**

- 2.1 Subject to clause 2.2, the Licensee shall not sell, supply, market or advertise for sale outside the Territory any item on which any Trade Mark is used. If the Territory is not the world, On-line Licensed Products (if permitted under this Licence) shall be clearly directed at the Territory.
- 2.2 If the Territory includes a part of the European Economic Area as from time to time constituted or of any successor organisation (“**the EEA**”), the Licensee shall be entitled to fulfil unsolicited requests to purchase a Licensed Product from third parties situated outside the Territory but within the EEA.

## **3 Quality Control**

The Licensee shall use the Trade Marks in accordance with any style guidelines relating to the Trade Marks (if the mark “BBC” is licensed, the relevant guidelines can be accessed on the BBC website [bbc.co.uk](http://bbc.co.uk)) and any other relevant guidelines provided to the Licensee from time to time. The Licensee shall not use the Trade Marks in a manner which may be taken to indicate an endorsement by the BBC. The Licensee hereby undertakes that the Licensed Product shall be:

- 3.1 of good quality in design, material, and workmanship
- 3.2 safe, non-injurious and suitable for the intended purpose
- 3.3 in keeping with the editorial integrity and reputation associated with the BBC and/or the Trade Marks both in the manner and context of the use
- 3.4 produced, distributed, sold, marketed and advertised 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, and shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable
- 3.5 approved by the BBC (or on its behalf by the member of the BBC Group which is signatory to the Main Agreement) in accordance with the provisions of clause 4.

## **4 Sample approval**

- 4.1 If the Main Agreement contains provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the procedure for the approval of samples set out in the Main Agreement (with the exception of any provision for deemed approval) shall apply to approval of samples under this Licence.
- 4.2 If the Main Agreement contains no provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the Licensee shall provide Samples to the BBC at the address specified in the Special Definitions, together with a written request for approval of them, within the time limit specified in the Special Definitions, and the BBC shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within the time limit specified in the Special Definitions. If the Licensee does not receive notice that the Samples are acceptable, they are deemed unacceptable.
- 4.3 The prior approval of samples of use of the Trade Marks in programme listings or programme guides (if permitted under this Licence) is not necessary provided that:
- 4.3.1 the use of any logo complies with any relevant style guide and the artwork of the logo is as supplied by the BBC
- 4.3.2 the use is solely for the purpose of identifying the BBC’s programmes, is commensurate with the use of the trade marks of any third party whose programmes also appear in the listings or guide, does not imply any endorsement by the BBC of any other person or of anything other than the BBC’s programmes, and does not misrepresent the relationship between the BBC and any other person
- 4.3.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with within 24 hours of the receipt of the request
- 4.3.4 where the use is other than On-line, the Licensee will in the edition following, or if earlier within 30 days of, receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with in the edition following, or if earlier within 30 days of, receipt of the request
- 4.3.5 the BBC may at any time by notice to the Licensee withdraw the provisions of this clause 4.3 (so as to require the Licensee to obtain the BBC’s prior approval of samples of use in programme listings or programme guides) and subsequently reinstate them.
- 4.4 The Licensee may submit a Sample to the BBC at the address specified in the Special Definitions with a request that it be approved as a “Format”, indicating which elements of it will be constant in each version produced. The BBC shall be under

no obligation to grant approval as a Format and may do so on such conditions as it sees fit. If a Format is approved by the BBC, Licensed Products in that format (an "**Approved Format**") may be produced by the Licensee without the need to obtain approval to each version provided that:

- 4.4.1 the constant elements are in accordance with the Approved Format
  - 4.4.2 the requirement to supply copies contained in clause 4.5 is complied with
  - 4.4.3 where the use is On-line, the Licensee will within 24 hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the Approved Format or if the BBC reasonably requests changes and such requests have not been complied with within 24 hours of the receipt of the request
  - 4.4.4 the BBC may at any time by notice to the Licensee withdraw approval of an Approved Format under this clause 4.4 (so as to require the Licensee to obtain the BBC's prior approval of samples of each use).
- 4.5 The Licensee warrants that the Licensed Product shall conform in every way to the Samples as approved by or on behalf of the BBC and undertakes that:
- 4.5.1 it will make no use of any of the Trade Marks or of the Licensed Product other than for the purposes of complying with clauses 4.1, 4.2 or 4.4 as appropriate unless and until the Licensee has the express written approval of the BBC
  - 4.5.2 it will not make any alterations, modifications or changes to the Licensed Product without the specific written consent of the BBC. If any changes are made, the provisions of clauses 4.1, 4.2 or 4.4 as appropriate shall apply
  - 4.5.3 it will supply to the BBC free of charge further Samples of the Licensed Product as issued no later than the first day on which the Licensed Product is so released, and, upon request by the BBC (at intervals not more frequent than quarterly) and at the BBC's cost (which shall be at cost or the best trade price if greater), supply to the BBC further Samples of the Licensed Product as manufactured, sold, issued or made available.

## **5 Rights in and Registration of the Trade Marks**

The Licensee acknowledges and agrees that:

- 5.1 the BBC is the proprietor of the Trade Marks, any copyright, design rights and other intellectual property rights subsisting in and the goodwill relating to the Trade Marks
- 5.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall inure, and is hereby assigned, to the BBC
- 5.3 the Licensee will not use the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on the Licensed Product they are kept separate from, and are not used in any manner which could lead to confusion as to the ownership, the identity or the distinctive character of, the Trade Marks
- 5.4 except as permitted by law or as expressly provided by this Licence or any other written agreement between the parties, the Licensee will not make use of the Trade Marks, the name of the BBC or any of its Subsidiaries (present or future) or of any other trade mark, design, copyright or other intellectual property in which the BBC has proprietary rights
- 5.5 no application for trade mark nor (unless expressly permitted in writing by the BBC) for domain name registration of, or including, any of the Trade Marks may be made other than by the BBC. The Licensee shall if so required by the BBC co-operate with the BBC in securing or attempting to secure registration of the Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Licensed Product as the BBC may reasonably request)
- 5.6 the BBC may register the Licensee as licensee or registered user of the Trade Marks in any part of the Territory where registration is necessary or desirable in accordance with the applicable trade mark law and such registration may be cancelled by the BBC on expiry or earlier termination of this Licence for whatever reason
- 5.7 the Licensee will on receipt of a request from the BBC enter into any further agreements or execute any documents reasonably required by the BBC in order to give effect to clause 5.2 and/or to secure any registrations or cancellations pursuant to clauses 5.5 and 5.6. If registration is at the request of the Licensee, the Licensee shall bear the costs of such registration but in any other case the Licensee's reasonable costs shall be met by the BBC.

## 6 Trade Mark and Copyright Notices

The Licensee shall cause to appear on every Licensed Product the notice(s) specified in the Special Definitions and/or such other markings or notices and in such locations and sizes as the BBC may from time to time require in order to give appropriate notice of the BBC's trade mark or other intellectual property rights.

## 7 Termination

7.1 Subject to subclauses 7.2 and 7.4 below, this Licence shall terminate on the termination or expiry of the Main Agreement for whatever reason save that if the Main Agreement provides for a sell-off period after expiry or termination the Licensee shall have the non-exclusive right to use the Trade Marks on the items covered by this Licence for the duration of the sell-off period subject to the terms and conditions of this Licence.

7.2 The BBC may terminate this Licence immediately on the giving of written notice to the Licensee if:

7.2.1 the Licensee commits a breach of any of the terms of this Licence or the Main Agreement and fails to remedy such a breach (if capable of remedy) within 30 (thirty) days (or such shorter reasonable period as is specified in the notice) after receiving written notice from the BBC to do so; or

7.2.2 the Licensee makes or authorises any representation or does or authorises any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or

7.2.3 the Licensee or any company within its Group challenges the validity of or the BBC's title to any of the Trade Marks; or

7.2.4 there is any change in control of the Licensee or any Holding Company of the Licensee unless such change of control occurs as part of a bona fide solvent restructuring within its Group; or

7.2.5 any material step is taken with a view to the Licensee ceasing to carry on business, or going or being put into receivership, administrative receivership, administration, bankruptcy, liquidation or any equivalent process in any relevant jurisdiction

7.2.6 the Licensee fails to comply with a notice served under clause 4.3.3, 4.3.4 or 4.4.3.

7.3 The Licensee will immediately notify the BBC of any event giving the BBC the right to terminate under clause 7.2.4 or 7.2.5.

7.4 Either party may terminate this Licence forthwith on written notice if the continued performance of it is prevented for a period of 60 (sixty) days or more by reason of an event beyond the reasonable control of either party.

7.5 On termination of this Licence or, if relevant, any sell-off period provided for by the Main Agreement, the Licensee shall immediately cease using the Trade Marks in any form and all rights granted under this Licence shall immediately revert to the BBC. Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination.

7.6 Clauses 5.5, 5.7, 7.5, 9 and 12.2 shall survive termination or expiry of this Licence.

## 8 Infringement

8.1 The Licensee shall immediately give full particulars in writing to the BBC of:

8.1.1 any actual, threatened or suspected infringement by a third party of any of the BBC's rights in and to the Trade Marks which comes to the Licensee's attention. The BBC shall not be under any obligation to take any legal or other action against any such third party. Should the BBC decide to take action against any such third party, the Licensee shall provide such cooperation or assistance in this connection as the BBC may reasonably request, including but not limited to joining the action as a party, the Licensee's reasonable costs for doing so being reimbursed by the BBC. The Licensee shall not be entitled to bring any action for infringement of the Trade Marks in its own name or on its own behalf

8.1.2 any claim that the use of the Trade Marks by the Licensee infringes the rights of any third party in any part of the Territory ("**Third Party Claim**") which comes to the Licensee's attention. The Licensee shall make no comment or admission to any third party in respect of such claim without the prior written approval of the BBC such approval not to be unreasonably withheld, and shall provide such cooperation or assistance in defence of any such claim as the BBC shall reasonably require.

8.2 If the BBC at any time reasonably considers that a Third Party Claim is well founded or that there is an unacceptable risk of a Third Party Claim, the BBC may inform the Licensee in writing specifying the Trade Mark in question and the applicable part of the Territory, whereupon the Licensee shall forthwith cease to use that Trade Mark in the Territory or the part of the Territory specified and the BBC shall have no liability to the Licensee as a result.

## 9 Warranties, indemnity and insurance

- 9.1 Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this Licence, but the BBC gives no other warranty including, without limitation, any warranty that there are no conflicting third party rights in any part of the Territory.
- 9.2 The Licensee shall indemnify the BBC (which expression shall in this clause 9.2 include its officers, servants, agents, assignees and any company within the BBC Group) against all liabilities, loss, damages, costs and expenses including reasonable legal costs and attorneys' fees, that the BBC may directly incur as a result of the use of the Trade Marks by the Licensee, except insofar as they arise out of any breach of this Licence by the BBC.
- 9.3 The Licensee shall arrange and maintain with a reputable insurer adequate (1) public and product liability insurance and (2) professional indemnity or errors and omissions insurance. The cover shall be at least three million pounds sterling (£3,000,000) in respect of any one claim (in the case of public liability) or in the aggregate (in the case of product liability and professional indemnity) and with scope of cover appropriate to the liability of the Licensee. The BBC shall be named as an additional insured, or the BBC's interest noted on the policy, unless otherwise agreed in writing. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Licence. The Licensee shall produce to the BBC on demand copies of the insurance policies maintained in accordance with the terms of this clause, and receipts for premiums required to be paid in relation to such policies.

## 10 Address for Notices

- 10.1 All notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers given below (until one party gives written notice to the other indicating otherwise) and shall be effective notwithstanding any change of address not so notified.

The BBC:               The British Broadcasting Corporation  
Broadcast Centre BC2 B6  
201 Wood Lane  
London  
W12 7TP

Attention:             Head of Intellectual Property

The Licensee:        as specified in the Special Definitions

- 10.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two days after dispatch (if by registered post or courier), seven days after posting (if by airmail) or the next business day following the date on which the facsimile was transmitted by the sender (if by fax).
- 10.3 Copies of all notices to the BBC must be sent to the address specified in the Special Definitions.

## 11 Assignment etc

- 11.1 This Licence is personal to the Licensee which shall not assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of its rights or obligations under this Licence.
- 11.2 Without prejudice to the generality of clause 11.1:
- 11.2.1 if the Licensee properly and with the consent of the member of the BBC Group which is signatory to the Main Agreement sub-licenses any of its rights under the Main Agreement to a third party (the "**Sub-Licensee**") and the Sub-Licensee wishes to use the Trade Marks, the Licensee shall procure that the Sub-Licensee shall prior to using the Trade Marks enter into a Trade Mark Licence directly with the BBC in a substantially similar form to this Licence
- 11.2.2 the Licensee may permit any company within its Group (the "**Company**") to exercise the Licensee's rights under this Licence on its behalf. The Licensee undertakes to supply full details to the BBC of any such permission, to notify the Company of the existence of this Licence, and to ensure the Company's compliance with it. The Licensee shall remain liable under this Licence for any acts of the Company
- 11.2.3 third parties ("**Manufacturers**") may be subcontracted to manufacture the Licensed Product for the Licensee. Manufacturers shall not distribute and/or sell the Licensed Product to anyone other than the BBC or the Licensee, or deal in any other way with the Licensed Product either within or outside the Territory. The Licensee shall remain liable under this Licence for any acts of Manufacturers.

## 12 General

- 12.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and, subject to clause

5.6, neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

- 12.2 Each party shall keep any confidential information relating to the business affairs of the other party and its Group secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than employees, agents or professional advisers of the disclosing party or its Group who need to know such information for the purposes of acting under and pursuant to this Licence and/or the Main Agreement and who are made aware of and have agreed to comply with this clause. The obligations of this clause shall not apply to any disclosure of information which is required by law or by a competent regulatory authority, and shall cease to apply to any information which has come into the public domain through no fault of the recipient.
- 12.3 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.
- 12.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 12.5 To the fullest extent permitted by law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision of this Licence.
- 12.6 This Licence represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written, between the parties in relation to its subject matter. Neither party has entered into this Licence on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Licence. This sub-clause does not apply to any statement or representation made fraudulently.
- 12.7 Except as indicated in clause 9.2, no person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence. Notwithstanding clause 9.2, the parties shall not require the consent of any other person in order to vary or rescind this Licence by agreement.
- 12.8 Each individual executing this Licence on behalf of a party hereto represents and warrants that he has been fully empowered by such party to execute this Licence and that all necessary action to authorise execution of this Licence by him has been taken by such party.
- 12.9 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.
- 12.10 The clause headings are for identification purposes only and shall not affect the meaning of the clauses themselves.

### **13 Counterparts**

This Licence may be executed in one or more counterparts and by the parties to it on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Licence but all the counterparts shall together constitute the same instrument.

### **14 Law and jurisdiction**

#### **14.1 Governing Law**

This Licence shall be governed by and construed in accordance with English law.

#### **14.2 Arbitration Agreement**

Any dispute arising out of or in connection with this Licence, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The governing law of this arbitration agreement shall be Singapore law. The seat of arbitration shall be Singapore and the Tribunal shall consist of 1 (one) arbitrator. Where the parties to this Licence are of different nationalities, the sole arbitrator shall not have the same nationality as any Party unless specifically agreed otherwise by all parties in writing. The language of the arbitration shall be English.

### **15 Digital Signatures**

The parties acknowledge and agree that this Licence may be executed by way of digital signatures, which shall be considered as original signatures for all purposes and shall have the same force and effect as original, wet-ink signatures.

## 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 BGNIPPL. Any queries relating to the offer or acceptance of hospitality shall be referred by Third Party to BGNIPPL 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, and the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "Jan 2020 Amendments, 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 and the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, dated January 1, 2020 (collectively referred to as "**Jan 2020 Amendments**". 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

#### Addressable Systems Requirements:

#### **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.

22. **Additional requirements:**

**A. CAS Mandatory Requirements**

**1. Time Stamping:** All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

**2. Activation and Deactivation:** No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:

Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

**3. SMS and CAS Integration:** Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

**4. Set Top Box (STB) Operation:** Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber: Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B- mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

**5. Channel Addition:** CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

**6. Logical Channel Number (LCN):** CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

**7. Hybrid STB:** In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform: Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

#### **8. CAS Reports:**

(a) CAS database shall have the reports of whitelist of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

(i) STB Number

(ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]

(iii) Product Code pertaining to channels/ bouquets available on the platform

(iv) Start date of entitlement

(v) End date of entitlement

(vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:

(i) STB-VC pairing/de-pairing

(ii) STB activation/deactivation

(iii) Channel assignment to STB

(iv) Report of the activation/deactivations of a particular channel for a given period

#### **9. CAS Database and tables:**

a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:

i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,

ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.

iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

**10. CAS Logs:** CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

**11. CAS Backup Server:** In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

**12. CAS-STB addressability:**

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

**13. Access to Database:** CAS and SMS shall ensure that the access to database is available to authorized users only, and in “read only” mode only. Further, the database audit trail shall be permanently enabled. *Explanation 1:* Database here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

**14. Provision of a-la-carte channels or bouquet:**

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

**15. CAS and SMS Server Separation:** CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

**16. Finger printing measures:**

(a) CAS shall support both covert and visible types of finger printing functionality.

(b) The fingerprinting shall be on the topmost layer of the video.

(c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.

(d) The fingerprinting shall not get invalidated by use of any device or software.

(e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.

(f) The fingerprinting shall be available on global as well as on individual STB basis.

**17. CAS Database (DB) Export:** CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

**18. Firewall Access:** CAS shall be accessible through a Firewall only.

**19. CAS Server Hardware:** CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

**20. De-entitlement of STB:** CAS should have the following features:

- (a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,
- (b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

**B. SMS Mandatory Requirements**

**1. Synchronization of the data of both CAS and SMS:**

- (a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
- (b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
  - (i) STB No.
  - (ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
  - (iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform
  - (iv) Start Date of entitlement
  - (v) End Date of entitlement
  - (vi) Status of card (Active/Inactive)
- (c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

**2. Channel/Bouquet management:** SMS shall support the following essential requirements:

- (a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
- (b) Manage changes in the channel/bouquet, as may be required, from time to time.
- (c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.
- (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

**3. Network Capacity Fee (NCF) Policy Creation:** SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

**4. Bill/Invoice Generation:** SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

**5. Password Policy Creation for Users:** SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

**6. Management of Logs:**

- (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.
- (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.
- (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.
- (d) The logs shall be maintained for a period as specified in Schedule III or at least two audit cycles, whichever is later.

**7. Channel subscription report:** SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

**8. SMS Database and tables:**

- (a) There shall not be any active unique subscriber outside the database tables.
- (b) SMS shall not provide an option to split SMS database or for creation of more than one instance.
- (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
- (d) SMS shall be capable of capturing the following information required for audit or otherwise:
  - (i) Bouquet à la carte status change history
  - (ii) Bouquet composition change history
  - (iii) Change in status of connection (primary to secondary and vice versa)

**9. Firewall Access:** SMS shall be accessed through a Firewall.

**10. STB-VC pairing:** STB and VC shall be paired from the SMS to ensure security of channel.

**11. SMS-STB addressability:** The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

**C. CAS Desirable Requirements:**

**1. Message Queue:**

(a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retry timings.

(b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

**2. Geographical Blackout:** CAS shall have the feature of geographical blackout.

*Explanation 1:* Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

**3. After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

*Explanation 1:*

(i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.

(ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).

(iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

**D. SMS Desirable Requirements**

**1. Data Verification:**

(a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

**2. SMS Reports:** SMS should have a provision of generating the following reports pertaining to STB/VC:

(a) Whitelist of STB/VC along with active/inactive status

(b) Faulty STB/VC – repairable and beyond repairable

(c) Warehouse fresh stock

(d) In stock at local cable operator (LCO) end

(e) Blacklist

(f) Deployed with activation status

(g) Testing/demonstration STB/VC with location

**3. Audit-related requirements:** SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

**a. Subscriber related:**

(i) Subscriber contact details change history

(ii) Connection count history

(iii) Transition of connection between Disconnected/Active/Temporary Disconnected

(iv) Subscription change history

**b. LCO related:**

(i) LCO Contact details change history

(ii) LCO and DPO sharing change history

**c. Product (Bouquet/à-la-carte channel) related:**

(i) Broadcaster à-la-carte relation

(ii) Bouquet name change history

(iii) A la carte name change history

(iv) Bouquet à-la-carte channel rate change history

**d. STB/Smartcard related:**

(i) Change in location history

(ii) Change in status (Active/Damaged/Repaired)

**4. User Authentication:** SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

**5. Miscellaneous:** SMS should have the provision to support the following miscellaneous requirements:

- a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
- b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
- c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
- d. Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
- e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
- f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
- g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
- h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
- i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
- j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
- k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
- l. Generation of Reports: Provision to generate the following reports for operational purpose:
  - i. All, selective and single boxes' current status with their first-time activation date.
  - ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
  - iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
  - iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

**6. After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

*Explanation 1:*

- (i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
- (ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
- (iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

**E. 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. Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software.
4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The finger printing should be on the topmost layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. 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.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

#### **F. 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.

The Operator to provide Broadcaster with following documents and information for audit purposes:

- (i) Complete Block Diagram of the head end;
- (ii) Details of Authorized Area;
- (iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
- (iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  - Unique Subscriber ID
  - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
  - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.

12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA systems.
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
16. Validate if the LCO is attached to a Subscriber
17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.
19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation
20. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
21. Reviews of the following reports are supported by SMS & CA System
  - a. Total no of Subscribers - active & de-active separately
  - b. De-active subscribers with ageing report
  - c. Channel wise Subscribers - total
  - d. Channel wise Subscribers - split by package
  - e. Revenue by Package/Channel
  - f. Subscriber/Revenue Reports by State/City
  - g. No of packages/services offered
  - h. List of Channels/rates of each package
  - i. Rate Card Options offered/Attached with active Subscribers
  - j. Historical data reports i.e. activation/deactivation etc.
  - k. Free/demo Subscribers details
  - l. Exception cases - active only in SMS or CA system
22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
  - Customer acquisition
  - Provisioning of the subscriber in authentication, billing and SMS system
  - Scheme/package change request process
  - Customer Retention process, if any
  - Deactivation and churn process
23. Verify the various schemes/packages being offered to customers
  - Obtain details of all approved schemes/packages and add on which are being offered to customers
  - Interactions with the Operator's marketing and sales team on how the various channels are being marketed
  - Any special marketing schemes or promotions
  - Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers
24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
  - Generation of reports for subscriber declaration for Channels/bouquets
  - Any reconciliations/checks/adjustments carried out before sending the declarations
25. Analyze declaration reports on a sample basis:
  - Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
  - Analyze the computation of average subscribers
  - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
26. Analyze the following:
  - Input and change controls of customer data into SMS
  - SMS user access controls - authentication, authorization and logging
  - System logs to identify any significant changes or trail of changes made
  - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems

- System logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
- Live demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Operator in Authorized Area(s). In case more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
- Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
- In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

27. Verification of Broadcaster's FP passing through the Operator's STB

**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) “Bouquet” or “Bouquet of Channels” means an assortment of the Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.
- (g) “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;
- (h) ‘Bouquet’ means a bouquet of TV channels by the name of ‘BBC India Bouquet’ comprising of two TV channels namely- ‘BBC News’ and ‘CBeebies’;
- (i) “Cable Service” means the transmission of programs including retransmission of signals of television channels through cables;
- (j) “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;
- (k) “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;
- (l) “Channel(s)” means the a kids entertainment television channel(s) namely ‘CBeebies’;
- (m) “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;
- (n) “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;

- (o) “Digital Addressable Cable Television Network” means a Cable Television Network enabled with Digital Addressable System;
- (p) “DTH operator” means a company that has been granted license by the Central Government to provide DTH Service;
- (q) “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;
- (r) “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;
- (s) “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;
- (t) “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;
- (u) “Effective Price” means the reduced MRP of the Channel when such Channel is offered as a part of a Bouquet.
- (v) “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;
- (w) “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;
- (x) “HITS operator” means any person permitted by the Central Government to provide HITS service;
- (y) “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;
- (z) “IPTV operator” means a person permitted by the Central Government to provide IPTV service;
- (aa) “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;
- (bb) “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;

- (cc) “Interconnection Regulations” means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable systems) Regulations, 2017 as may be amended from time to time.
- (aa) “LCO” means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- (bb) “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;
- (cc) “MIB” means the Ministry of Information & Broadcasting in India;
- (dd) “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;
- (ee) “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;
- (ff) “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;
- (gg) “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);
- (hh) “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;
- (ii) “Subscribed Channel(s)” means the channel(s) subscribed and retransmitted by the Licensee through Licensee’s Permitted Digital Distribution Platform;
- (jj) “Subscription Reports” means the monthly Subscriber reports to be provided by Affiliate to the Authorized Agent in terms of Clause t of this Agreement;
- (kk) “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);
- (ll) “TDSAT” means Telecom Dispute Settlement and Appellate Tribunal, New Delhi;
- (mm) “TRAI” means the Telecom Regulatory Authority of India.

