

AGREEMENT ON Rs 100=00 STAMP PAPER WITH NOTARIZED.

This deed of agreement is executed on this the _____ of 2011 by and between **National Film Archives of India, Ministry of Information and Broadcasting, Government of India, Pune** through its authorized representative (Director, NFAI), hereinafter referred to as the Party Of The First Part, which expression shall, unless repugnant to, include and mean all its legal heirs, representatives, executors and assigns.

AND

M/s _____(company) a company duly incorporated under the Indian Companies Act having its registered office at _____ through its authorized representative Shri _____ / Shri _____, S/o _____ R/o _____ hereinafter referred as The Party Of The Second Part which expression shall, unless repugnant to, include and mean all its legal representatives, executors and assigns.

WHEREAS, the Party Of The First Part is a unit under the Ministry of Information & Broadcasting, Government of India committed to preserving and archiving of the cinematographic history of India.

AND WHEREAS, the Party Of The Second Part is the owner of copyright and other Intellectual Property Rights in the cinematographic work / film entitled _____ in _____ language of _____, length in _____reels(35mm / 16mm)/ in the digital format being

_____ in Colour / Black and White, year of production _____, directed by _____, material (negative, DI, master positive , inter-negative)

AND WHEREAS, the Party Of The Second Part has desired to give a copy of its cinematograph work (original negative/ Duplicate negative/ Master positive/ Release Print) for archiving to the Party Of The First Part.

AND WHEREAS, the parties to the present agreement have agreed to certain terms and conditions which are stipulated in the paragraphs of the present agreement.

NOW THIS DEED OF AGREEMENT WITNESSETH AS UNDER:

1. That the party of the second party hereby categorically declares that the party of the second part is the absolute owner of the copyright and all other Intellectual Property Rights in respect of the aforesaid cinematographic film/work to the exclusion of any other person.
2. That parties agree that the present agreement is a free and fair agreement , The party of the second part hereby unconditionally and absolutely declares that the party of the second part has entered into the present agreement for the purposes of providing a copy of its cinematograph film to the party of the first part ,out of its own free will consent and volition and without any outside force, coercion or influence of any kind or nature whatsoever.

3. That the parties agree that the copy of the cinematographic film/work detailed above has been handed over by the party the second part to the party of the first part for the purposes of archival of the same as part of the broader cinematograph history of India.
4. That the parties further agree that the aforesaid copy of the film would only be handed over to the Party Of The First Part, after the completion of all paper formalities by the Party of the Second part to the complete and absolute satisfaction of the Party Of The First Part
5. That the party of the first part hereby undertakes to archive the copy of the aforesaid cinematographic film at its own cost and resources so as to preserve the cinematographic history and evolution of India and the impact of Indian films on Indian society as a whole.
6. That the parties further agree that the present agreement is in respect of all copies handed over by the party of the second part to the party of the first part, whether in the form of an acquisition copy, a long-term loan deposit, copy prepared /purchased and/ or any other film of any kind whatsoever.
7. That the parties further agree that the party of the second part will be entitled to obtain a copy at any point of time to be made from the archived copy of the cinematographic film archived by the party of the first part. However, the party of the second part shall pay the appropriate charges for not just making of the film copy but also will pay for archival service charges towards preservation and maintenance for the number of years for which the said film has already been archived. The parties agree that the said

charges are only nominal and are in recognition of the role played by the National Film Archives of India in contributing towards the restoration and archiving of cinematographic films in India.

8. That the parties further agree that the party of the second part shall have no objection of any kind whatsoever for the party of the first part dealing, handling, possessing or treating ,restoring with the said film so long as the same is done for non-commercial or not-for-profit purposes.
9. That the parties further agree that the party of the second part shall have no objection of any kind whatsoever if the party of the first part under intimation to the party of the second party ,in any manner, deals with the said film in any manner whatsoever in a non-commercial manner specially with respect to exhibition, distribution and transmission of the said film by any media as also for its screening at various places, meetings, film festivals, international film conferences and congregations for non commercial purposes The party of the second part hereby specifically undertake that he shall have no objection of any kind whatsoever for any activities of National Film Archives of India dealing with the archived copy of the aforesaid cinematographic work so long as the said activities do not lead to commercial exploitation of the said cinematographic films.
10. That the parties specifically agree that the present of agreement shall be governed by the laws of India.
11. That the parties further agree that if in case at any point of time it is found that the

party of the second part is not the owner of the copyright and other Intellectual Property Rights in respect of the aforesaid cinematographic film/work, then the party of the second part shall indemnify and keep indemnified the party of the first part from all losses, damages or injuries caused to it due to the said misrepresentation or due to the defect in the holding of copyright and other Intellectual Property Rights in the aforesaid cinematographic films/work . Once any film has been preserved , the party of the first part will inform the producer to take it back If he does not respond in 15 days , the party of the first part will be authorize to dispose for the any name whatsoever

12. That the parties further agree that since the party of the first part shall be archiving the film in the digital or electronic format, the party of the first part shall be entitled to deal with the said digital data or information in any manner for any purposes barring for commercial exploitation of the said film for the purposes of making moneys or revenue. Once the film is preserved , the party of the first part will inform the concerned producer to take it back. If the said producer does not respond to the request of the party of the first part, then the party of the first part will be authorized to deal with or dispose off the same in any manner whatsoever.

13. That the parties further agree that the present agreement shall also be subject to the terms of the manual of the National Film Archives of India and that the contents of the said manual of the National Film Archives of India may also be read as part and parcel of the present agreement and are once again reaffirmed and reiterated and are not repeated here for the sake of brevity.

14. That the parties further agree that the party of the second part shall have no right, title or interest or any claim of any kind whatsoever against the party of the first part in respect of the subject matter of the present agreement. The parties further agree that the party of the second part shall not launch any litigation, proceedings, legal actions or complaints of any kind whatsoever before any Judicial, Statutory, Governmental or Semi-Governmental authorities on any ground whatsoever.

15. That the parties further agree that in case of any dispute between the parties, the parties agree that the said dispute shall be referred to the exclusive jurisdiction of the Sole Arbitrator at Delhi , being the Secretary /Joint Secretary of the Ministry of Information and Broadcasting , Government of India. The parties further agree that the decision of the Sole Arbitrator appointed under this agreement shall be final and binding on both the parties.

16. That the parties specifically agree that the courts of law shall have no jurisdiction of any kind whatsoever ,over this agreement and matter connected therewith or incidental thereto, which shall be purely be governed by the terms of the Indian Arbitration and Conciliation Act, 1996.

17. That the parties further agree that the present agreement may only be amended by a further agreement in writing duly signed by both the parties.

18. That the parties agree that in the event of any notice or communication to be given by either of the parties, the following shall be the official address for communications/giving of notices:

Party of the First Part

National Film Archives of India, _____ Pune.

_____ Party of the Second Part.

In witness whereof, the parties to the present agreement have put their hands on the day, month and year mentioned above in the presence of witnesses.

Party of the First Part

Party of the Second Part

Witness 1

Witness 2