



**Government of Andhra Pradesh  
Andhra Pradesh State FiberNet Limited  
(APSFL)**

**Framework of Policies  
for  
Digital Entertainment Channels Placement in APSFL Network**

**Notification No: APSFL-1404(31)/1/2018 Dt:09/01/2019**

**January 2019**

**Andhra Pradesh State FiberNet Limited  
3<sup>rd</sup> Floor ,NTR Administrative Block,  
Pandit Nehru Bus Station,  
Vijayawada – 520001, India**

## **Disclaimer**

The information contained in this notification, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to digital entertainment channels on the terms and conditions set out in this notification and such other terms and conditions subject to which such information is provided. This notification is issued by Andhra Pradesh State FiberNet Limited.

## **Contents**

1. Policy Guidelines
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## **Acknowledgement**

This document shall be returned duly signing each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Qualification process for Digital Entertainment Channels Placement in APSFL Network and must not be used for any other purpose. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

Sd/-

Managing Director

Andhra Pradesh State FiberNet Limited  
3<sup>rd</sup> Floor ,NTR Administrative Block,  
Pandit Nehru Bus Station,  
Vijayawada – 520001, India

## Policy Guidelines

### **Proposed guidelines for placing digital news channels on APSFL's network:**

<b>S.No</b>	<b>Guidelines</b>	<b>Evidence</b>
1	Company Registration	Certificate of incorporation from registrar of companies (RoC)
2	Firm Type	Needs to be a private limited company and be in existence for at least 5 years
3	Labor Certificate	Company needs to provide labor license certificate for a period of 3 years
4	Proof of Organization	Copy of PAN & GST. Valid GST/VAT license for last 3 years.
5	IT Returns	Need to submit Xerox copies of last 3 years
6	Content	It shall be the channel's responsibility to broadcast only copyrighted content with appropriate censor certificates(Evidence: Self Declaration)
6	AP Govt. Rate Card	Need to have AP Govt. Rate Card approved by I &PR Commissioner, valid for 5 years
7	Advertisement Proof	Need to submit physical or digital advertisement proof issued by I& PR. At least one advertisement proof for each of the last 5 years.
8	Telecast Certificate	Need to submit advertisement telecast certificate copy
9	Channel Presence	Channel presence in any 5 districts of AP. Need to submit Dy EIE certificate of Govt. from 5 Districts
10	Accreditation	Need to have accreditation from any 5 Districts' DPRO Offices for last 5 years. Need to Submit Xerox copies of old and new accreditation cards

## Annexure I

### BROADCASTING DISTRIBUTION AGREEMENT

This Broadcasting Distribution Agreement (BDA) is entered into this \_\_\_\_ day of \_\_\_\_2019, at Vijayawada, by and between;

M/s. Andhra Pradesh State FiberNet Limited (CIN –U72200TG2015SGC101155 & PAN - AANCA9069P), a PSU incorporated under the provisions of the Companies Act 2013, operating under the department of Energy, Infrastructure & Investment, Government of Andhra Pradesh, having its registered office at Room No.6, 1st floor, North H-Block, A.P.Secretariat, Hyderabad, Telangana, India – 500 022, and having its corporate office at 3rd floor, NTR Administrative Block, Pandit Nehru Bus Station, NH-65, Vijayawada, Andhra Pradesh – 520001 (hereinafter referred to as "AP Fiber", which expression shall unless it be repugnant to the context or meaning thereof mean and include its representatives, executors and administrators, successors-in-interest and assigns) of the First Part

AND

\_\_\_\_\_, represented by its \_\_\_\_\_ Mr. \_\_\_\_\_ (hereinafter referred to as "Digital Entertainment Channel Operator" or "DECO", which expression shall unless it be repugnant to the context or meaning thereof mean and include its representatives, executors and administrators, successors-in-interest and assigns) of the First Part

AP fiber and the DECO hereinafter may be referred to individually as 'party' and collectively as 'Parties', as the case may be.

- A. WHEREAS AP fiber is a PSU 100% owned by the Government of Andhra Pradesh, which has been established primarily to undertake the works of AP FiberGrid, and has been, inter alia, operating as a Distribution Platform Operator (DPO) by virtue of a Universal Access Services License (UASL) granted by the Department of Telecommunications, Ministry of Communications, Government of India, to operate in the state of Andhra Pradesh;
- B. WHEREAS DECO represents and warrants that it is engaged in the business of 'broadcasting general entertainment content on digital platform', with valid permits, sanctions, consents and accreditations from the appropriate Authorities (Central, State and Local) to conduct such business;
- C. AND WHEREAS consequent upon DECO representations requests to AP fiber to distribute DECO's entertainment content on AP fiber platform, the AP fiber agrees to distribute DECO's channel on its platform, on non-exclusive and non-transferable basis, subject to the terms and conditions mentioned hereinbelow.

1. Consent to Distribute

Subject to the terms and conditions hereinbelow, AP fiber agrees to distribute DECO's entertainment content on AP fiber Network/Platform. DECO shall conduct its business in a manner that reflects the goodwill and reputation of AP fiber. DECO shall not indulge in any misleading or unethical practices that are or might be detrimental or disparaging to AP fiber's interests, its promoters, directors, shareholders, employees, group companies, associates and/or its services. DECO shall not publish or employ or cooperate in the publication or employment of any misleading, defamatory and invasive content.

2. Obligations of the DECO

DECO shall broadcast only copyrighted entertainment content with appropriate censor certificates and disclaimers clearly informing viewers of the nature of the content. DECO shall not indulge directly or indirectly in violation of any privacy or infringing of copyrights or related rights. DECO shall allocate at least two time-slots of 20 minutes each for AP fiber, at prime times in the mornings and evenings daily (viz. between 06:00AM to 09:00AM & 6:00PM to 9:00PM respectively) at the sole discretion of AP fiber. AP fiber reserves its discretion to utilize such slots for whatsoever nature of the contents/programs/advertisements, as deemed fit and proper, from time to time. DECO shall not broadcast any content which is defamatory, invasive or obscene or otherwise prohibited under the law. DECO shall ensure that its advertisements and/or content should be proper and in compliance of industry stands/guidelines.

3. Consideration

The parties herein agree that the sole consideration for AP fiber permitting the DECO to broadcast its general entertainment content on AP fiber is the time slots specified herein above. In case, AP fiber decides not to utilize any of the timeslots specified hereinabove, on any day, DECO shall pay 80% of the slot(s) price to the AP fiber, for such unutilized timeslot(s), as per the rates approved by the I&PR department to the DECO/AP fiber, whichever is higher. All and any invoices raised by the AP fiber on DECO shall be paid within 15 days from the date of such invoices. At present, AP fiber has decided not to levy any carriage charge on DECO. However, AP fiber reserves its right to levy carriage charges under its future policy or on the sectorial regulator's directions/guidelines and in such case, DECO may exercise its option either to continue or exit without any claim of whatsoever nature as to demurrages or otherwise, to either party.

4. Intellectual Property Rights

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this

Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Pre-existing Works"). All rights in 'pre-existing works' of the DECO not expressly retained or restricted shall inure to the benefit of AP fiber. AP fiber would own all rights, title and interests in and to any data, information, materials, property that is created or acquired by DECO for AP fiber towards the DECO's obligations under this Agreement. Ownership of copyrights, patents and other intellectual property rights in all data provided by either Party to the other under this Agreement shall remain and become the exclusive property of AP fiber. Except as provided for in this Agreement, neither party shall acquire a right to use, and shall not use without other party's prior written permission in each instance, the names, characters, artwork, designs, trade names, trademarks, or service marks of the other party in advertising, client list, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other party's services and shall maintain all copyright, trademark, service mark or other proprietary notice on such party's services and otherwise comply with such party's reasonable quality control requirements.

5. Disclaimer

Except as expressly set forth herein, to the maximum extent allowed under applicable law, AP fiber hereby disclaims any and all warranties of network, maintenance and support, and professional services, whether express, implied, or statutory, including without limitation any implied warranties or conditions of fitness for a particular purpose, quiet enjoyment or non-infringement.

6. Term and Termination

a) This Agreement will commence on date of execution and shall continue for a period of one (1) year, unless terminated or otherwise determined, as per the terms of this Agreement. This Agreement will automatically stand renewed for successive one (1) year periods unless terminated by either party upon thirty (30) days prior written notice, of the initial or any renewal term.

b) Either party may terminate this Agreement at any time upon written notice if the other party: (i) is in material breach of its obligations herein and fails to cure such breach within fifteen (15) days following written notice of such breach, or (ii) becomes insolvent or files or has filed against it a petition under IBC which is not dismissed within ninety (90) days, makes an assignment for the benefit of creditors or takes any similar action under applicable bankruptcy or insolvency law.

c) This Agreement may be also terminated: (i) by either party for any or no reason and without liability upon thirty (30) days written notice; and (ii) by AP fiber, summarily if DECO commits any material breach.

d) In case, the DECO decides to exit in terms of clause 3 of this agreement on account of carriage charges, DECO may do so with written intimation to APSFL and in such case, no notices shall be required from either side and such exist intimation shall be deemed as termination.



e) On expiration or termination of this Agreement, or upon expiration or termination, each party shall return to the other any materials of the other, including without limitation all Confidential Information. Termination or expiration shall not relieve DECO to pay any sums due herein. Other obligations which shall survive for a period of five (5) years from the termination or expiration of this Agreement include: indemnities and limitation of liability. The warranty and confidentiality provisions shall remain in effect for their stated durations. Neither party shall be liable to the other for any damages, expenditures, loss of profits or prospective profits or goodwill on account of the termination or expiration of this Agreement pursuant to its terms. DECO expressly waives any and all rights provided by law or statute for any indemnity or compensation from AP fiber by reason of termination or non-renewal of this Agreement.

## 7 Confidential Information

“Confidential Information” means any information disclosed by AP fiber to the DECO pursuant to this Agreement which is marked “Confidential,” “Proprietary,” or which, under the circumstances surrounding disclosure, would reasonably be expected to be confidential. DECO shall treat as confidential all Confidential Information of AP fiber, and shall not use such Confidential Information except to exercise its rights or perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party. This clause will not apply to any Confidential Information which is generally known and available, or in the public domain through no fault of the receiver. DECO agrees to effectuate, by agreement, instruction or otherwise, compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access or use (in accordance with the terms herein) of the Confidential Information of AP fiber. Parties herein agree that if there is a breach or threatened breach of the provisions of this Agreement, the other party may have no adequate remedy in money or damages and accordingly shall be entitled to seek injunctive relief and any other appropriate equitable remedies for any such breach without proof of actual injury. Such remedies shall not be deemed to be the exclusive remedies for any breaches of this Agreement by a party or its representatives, and shall be in addition to all other remedies available at law or in equity.

## 8 Indemnity

DECO shall defend, indemnify and hold AP fiber harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to counsel’s fees) arising out of or incurred by AP fiber in connection with or as a result of any claim arising out of or relating to any acts or omissions of DECO in connection with this Agreement.

## 9 Limitation of Liability

AP fiber’s liability under this agreement, regardless of the form of action, will not exceed the amounts paid by DECO to AP fiber within sixty (60) days prior to the date of the claim giving rise to such liability. AP fiber will not be liable for any special, indirect, consequential or incidental damages arising out of this agreement (including,

but not limited to, substitution arrangement by DECO; loss of use, data, or profits; or business interruption), whether or not AP fiber has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

#### 10 Compliance with laws

The DECO represents to AP fiber that it has all legal and regulatory permissions and approvals to perform its business. The DECO shall abide by and comply with all National, State and local laws, ordinances, statutes, rules and regulations of any Governmental/Local Authority having jurisdictions over the works or any part thereof. The DECO shall be responsible for any misrepresentation to AP fiber in respect of the aforesaid warranties and the non-fulfilment of applicable laws and shall indemnify AP fiber from all and any liabilities on AP fiber as a result of non-compliance by the DECO of any laws and regulations. DECO shall, in the performance of its obligations under this Agreement, ensure compliance with all applicable and prevailing laws, Rules and Regulations including all amendments to such laws and other extant policies of AP fiber. DECO shall be solely responsible for ensuring compliance to all laws and legal compliances. The DECO shall indemnify and hold harmless AP fiber from all and any third-party claims, actions, etc for non-compliance of DECO.

In the performance of its obligations under this Agreement, DECO shall solely be responsible for determining: a) That all materials developed, used, or broadcasted by DECO shall comply with all applicable laws and government regulations, b) That such materials contain no matter that is libellous or slanderous, or which invades any right of privacy or which breaches any contractual right of a third party, including confidentiality of AP fiber, or which infringes any intellectual property right of a third party, and c) That the content utilized is original and obtained in conformity with the provisions of this Agreement. DECO shall not indulge into any activity that would be misleading, false, defamatory, unlawful or otherwise prejudicial to the interest of AP fiber.

DECO shall defend, protect, indemnify, and save DECO and its parent organisation, subsidiaries and affiliated companies and each of their officers, directors, employees, contractors and agents harmless from and against all liability, claims, costs, expenses, demands, suits and causes of action of every kind and character ("Claims") arising in favour of any person, corporation or other entity including the parties hereto and their employees, contractors or agents, in any way incidental to or in connection with or arising out of:(a) this Agreement; (b) scope of this agreement (c) the act or omission of DECO or DECO's employees, contractors or agents, or its contractors or affiliate.

Notwithstanding anything to the contrary, DECO agrees to comply with all applicable laws including, without limitation, (i) follow the advertising standards, (ii) broadcasting stands prescribed by Press Council of India, and (iii) adhere to the journalistic ethics and the professional code of conduct of PCI and or any regulatory body.

#### 11. Governing Law & Dispute Resolution

Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, termination or consequences, shall be referred to and finally resolved by a sole arbitrator to be appointed by the Managing Director , AP State FiberNet Limited, in accordance with the Arbitration and Conciliation of Act of India 1996, for the time being in force, which law and rules thereunder are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Amaravati, Andhra Pradesh, India. The language of the arbitration shall be English. This agreement is governed by the laws of India.

Notwithstanding any dispute or claim of the pendency of any arbitration or other proceedings, the DECO shall continue to provide the service for the whole duration of this BDA.

## 12. **Force Majeure**

If at any time, during the continuation of this agreement, the performance in whole or in part, by either party, of any obligation is prevented or delayed, by reason of war or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, earth quakes, natural calamities or any act of GOD (hereinafter referred to as EVENT); provided notice of happenings of any such EVENT is given by the affected party to the other, within 10 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any claims for damages against the other, in respect of such non-performance or delay in performance; provided further that services under the agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

## 13 **MISCELLANEOUS**

a) **Amendments/Modifications:** The Parties to this agreement may add, delete, amend or alter all or any of the terms and conditions of this agreement as may be mutually agreed upon from time to time and no such modifications or changes shall be effective until the same are in writing and duly signed by the authorized representatives of both parties.

b) **Assignment:** Save as set out herein, the Parties to the agreement shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder, except with the prior written consent of the other Party. Neither Party shall make any representation on behalf of the other Party except in conformity with instructions issued from time to time or beyond the scope of this agreement.

c) **Change in constitution:** This agreement has been entered into on the basis of the present constitution of the DECO's establishment as submitted to AP fiber. In future, if there is any change proposed in the constitution of DECO, the same shall be

immediately informed to AP fiber, well in advance, in writing. In such case, AP fiber reserves its right to withhold consent for such change, solely at its discretion.

d) This agreement is executed in one set, in the English language, which shall be retained by the AP fiber and the DECO shall be entitled to receive a copy of the same.

e) Entire Agreement: This agreement supersedes all oral and written representations and agreements between the Parties including, but not limited to any earlier agreement relating to the subject matter thereof. However, this agreement will not relieve the parties from their respective rights and obligations against each other arising out of or in connection with any previous agreement.

f) Waiver: The failure of either party to enforce at any time any of the provision of this agreement shall not be considered to be waiver of the right of such party to enforce each and every such provision.

g) Non-solicitation: The Parties agree that from the date of commencement of this agreement to six months after the completion thereof or termination of this agreement, whichever is later, it shall not solicit or offer employment or engagement or entice on its own or on behalf of any other person or organization, any of the other party's staff without the prior written consent of the other Party.

h) No third-party beneficiaries: The Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

i) Severability: If any provision of this agreement shall be found by any Government or administrative or judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date referred hereinabove.

For AP State FiberNet Limited

For \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

**WITNESSES**

1. Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **Annexure II**

### **AFFIDAVIT**

I \_\_\_\_\_ (Aadhar - \_\_\_\_\_)  
S/o \_\_\_\_\_, aged about \_\_\_\_\_ years, Resident of  
\_\_\_\_\_, do solemnly affirm and stated as under:

1. I am working as \_\_\_\_\_ (Designation) with M/s. \_\_\_\_\_ (Name of the firm/company) as such am authorised to depose to this affidavit.
2. I state that \_\_\_\_\_ engaged in the business of broadcasting general entertainment content including, serials, movies, music videos, etc.
3. I state and undertake that I/we shall not, directly or indirectly, indulge in violation of privacy of citizens, and I/we further undertake(s) that none of our channel programs (serials, movies, music videos, news, advertisements, other programs, etc) shall not contain any defamatory, invasive, obscene or otherwise prohibited content under the law. I state and declare that our channel content shall always be proper and in strict adherence to the industry standards/guidelines.
4. I declare that we possess valid legal and regulatory permissions, approvals and consents to conduct our business, and I further undertake to keep valid and current all such permissions, approvals and consents, from time to time. I undertake to comply extant national, state and local laws, ordinances, statutes, rules and regulations as to the news, programs, advertisements and other content, etc.
5. I/we undertake sole responsibility for all the materials developed, used, or broadcasted by us as to compliance of the same with all applicable laws and government regulations. I/we further undertake that such materials contain no matter that is libellous or slanderous, or which invades any right of privacy or which breaches any contractual right of a third party, including confidentiality or which infringes any intellectual property right of a third party.

6. I/we undertake that I/we shall not indulge in any activity that would be misleading, false, defamatory, unlawful or otherwise prejudicial to the interest of Andhra Pradesh FiberNet Limited, directly or indirectly.
7. I/we undertake(s) to comply with all applicable laws including, without limitation: a) advertising standards, b) broadcasting standards prescribed by Press Council of India, and c) journalistic ethics and the professional code of conduct of Press Council of India and/or as may be prescribed by any competent regulatory body, from time to time.
8. I/we undertake to indemnify Andhra Pradesh State FiberNet Limited, its group companies, shareholders, directors, employees, associates, contractors, officers, parent organisation, agents, etc harmless from and against all liabilities, claims, costs, expenses, demands, suits and causes of action of every kind and character ("Claims") arising in favour of any person, corporation or other entity including the parties hereto and their employees, contractors or agents, in any way incidental to or in connection with any of our representations, declarations, covenants, etc herein.

I solemnly state and declare that the contents of this affidavit are true to the best of my knowledge and belief and that it conceals nothing and that no part of it is false.

DEPONENT

Sworn before me, this \_\_\_\_ day of \_\_\_\_\_ 2019

At Vijayawada