**Consultancy Agreement - Appointment by a Television Network**

CONSULTANCY AGREEMENT

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS CONSULTANCY AGREEMENT made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Company" of the First Part AND Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Consultant" of the Second Part.

WHEREAS the Company is carrying on the business of running a television network and has appointed the Consultant to assist and advise the Company in developing the Company's programming in India as may be required by the Company and its senior officers from time to time.

NOW THE COMPANY HEREBY APPOINTS the Consultant on the following terms and conditions:

1.     The effective date and terms of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless this agreement is terminated earlier in accordance with clause 11 herein. The provisions of this Agreement shall govern all services rendered by the Consultant to the Company unless otherwise agreed in writing by an authorised representative of the Company. This agreement may be extended by mutual consent by the Company and the Consultant and the terms and conditions of this Agreement may be modified or amended at that time.

2.     The Company during the term of this Agreement:

a.     may consult with and seek the advice of the Consultant as deemed appropriate by the Company with respect to the Company's programme objectives and proposed programming development plans, objectives and strategies for India (hereinafter called "the territory");

b.    may require the Consultant to render service as a business reporter, news person, commentator, correspondent, analyst or any like capacity on such programmes as the Company may determine for broadcast over network cable and local television facilities as designated by the Company or generally in the field of news.

c.     will provide to the Consultant information and advisory material concerning business practices relating to the services required to be rendered by the Consultant.

3.     The Consultant agrees that during the term of this Agreement he will perform the services described in Schedule (A) which is attached herewith. These services may be in accordance with the priorities and schedules established by the Company from time to time and will take the form of oral and written reports giving the Consultant's views, recommendations and suggestions concerning the Company's current and contemplated business programme in the territory and will also perform such other services in such a manner as the Company may require from time to time.

4.     In consideration of the Consultant providing the services specified herein the Company agrees to pay to the Consultant a fee of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_per month for the term of the Agreement from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Company will also reimburse the Consultant reasonable out of pocket expenses for travel, communication etc. incurred for carrying on the services specified in this Agreement, upon submission of claims in accordance with the Company's standard policies.

5.     No compensation will be payable to the Consultant in the event of termination.

6.     All payments shall be subject to deduction of tax at source and any other taxes.

7.     The consideration shall be payable to the Consultant within seven days from the end of each month.

8.     Relationship of the parties:

a.     It is agreed that the relationship between the parties shall be on a principal to principal basis and that the Consultant shall be an independent contractor and not an ‘employee’ of the Company. It is understood that neither the Consultant nor his agents or employees are in any way the employees of the Company for any purpose and have no right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied, in the name of or on behalf of the Company.

b.    This Agreement is non-exclusive and non-assignable and any assignment by one party without the written consent of the other party shall be void.

9.

a.     This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

b.    Neither the Consultant nor his employees or representatives will take or receive any payments in the nature of rebate or similar benefit paid directly or indirectly by any past, current or prospective customer or supplier of the Company nor will the Consultant pay to any employee or representative of the Company or of the customer or supplier any amount.

c.     The Consultant shall keep confidential and safeguard business and technical information which becomes available to him in connection with this Agreement except that which is in the public domain or that which the Company has permitted to be disclosed to others. In the later event the Company will advise the Consultant in writing to whom such information should be disclosed. This obligation on the Consultant of confidentiality shall continue for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months after expiry of termination of this Agreement.

d.    Within 30 days after the expiration or termination of this Agreement the Consultant shall return all documents and all copies thereof including electronic record containing any business and technical information disclosed to the Consultant by the Company or in any manner procured, received by the Consultant during his term of appointment with the Company.

10.  Any creative intellectual work done by the Consultant during this period of Agreement shall be his own property and if the Consultant has been involved in creating or participating in the creation of any production of creative TV serials, films etc. produced by the Company all such production will be the exclusive property of the Company and the copy right of the same shall rest only with the Company.

11.  This Agreement shall come to an end on the date set out in clause 2 unless the Agreement has been terminated prior to that date or has been renewed by the parties for a period beyond that date.

This Agreement may be terminated prematurely:

a.     by mutual consent given in writing and signed by both the parties hereto, or

b.    by either party at will; or

c.     without cause having been given by not less than 3 (three) month’s notice in writing delivered by hand or by registered post with acknowledgement taken, to the other party; or

d.    by the Company upon one week's notice in writing to the Consultant, or

e.     In the event that the Consultant is adjudged insolvent or utilises the services of any person or firm unacceptable to the Consultant or

f.     if the Consultant violates any of the obligations under this Agreement.

12.  In the event of expiration or earlier termination neither party hereto is liable for any reason arising from the termination, expiration or non-renewal of this Agreement, to the other for compensation, reimbursement or damages.

13.  The Company shall have no liability to the Consultant with respect to claims arising out of or in connection with this Agreement except for the payment of compensation under the terms hereof.

14.  The Consultant represents and confirms that there exist no conflicting interest which will prevent him from acting for the Company’s best interest. The Consultant hereby undertakes not to accept any employment or appointment or to engage in any work or business which may conflict with the interest of the Company during the term of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within- )

named Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

LTD. by its Authorised Signatory )

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the )

presence of )

SIGNED AND DELIVERED by the within-)

named Consultant Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

in the presence of )

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**SCHEDULE - A**

Consultant's responsibilities:

1.     The Consultant will render services including reporting, editing, writing etc. as may be required by the Company;

2.     The Consultant shall be liable for his own taxes and for taking all other approvals as may be required by Consultant

3.     The Consultant shall be liable for all registrations as may be required by the Consultant.