

AGREEMENT FOR SHOOTING OF FILM

THIS AGREEMENT made this _____ day
of _____ between.....
.....(hereinafter called
the licensee) on one part and the President of India acting through
Chief Public Relations Officer of S.E.Railway (Hereinafter called the
Railway Administration on the other part).

WHEREAS The Railway Administration, has on the request of the
licensee, agreed to grant to the licensee, permission for shooting film
on the Railway premises/inside the moving train, (the script with details
of Railway property/premises/rolling stock required for shooting, date-
wise schedule of shooting and actual location and time is given in
Annexure 'A' to this Agreement) on the terms and conditions herein
after contained.

Now this deed witnesses as follows

In consideration of the Railway Administration agreeing to grant to the licensee, permission for shooting of Feature Film/Short Film/Tele Film/Tele Serial on the Railway Premises/inside the train compartment (stationed or moving), the licensee hereby covenant with the Railway Administration as follows:-

1. That the Licensee shall pay Rs.....` (Rupees.....) as License Fee in advance and charges as per extant rules for extra arrangements, if any, made for shooting sequence of Feature Film/Short Film/Tele Film/Tele Serial titledat on..... (..... hours to hours) to..... (..... hours to hours).

2. The licensee shall not change/deviate from the schedule of programme given in the annexure 'A' except with the prior written consent of the Railway Administration.

3. The licensee shall execute an Indemnity Bond indemnifying the Railway administration, their officers, agents and servants or any of the railway employee against all claims, demands, losses damages, costs, charges and expenses whatsoever which the Railway Administration, their officers, agents, or servants may suffer, sustain or become liable to pay by any reason whatsoever in consequence of any injury of any kind to any person or loss or damage of railway property, of any kind and by any means, resulting directly or indirectly in course of and out of shooting of the Feature Film/Short Film/Tele Film/Tele Serial by the licensee.

4. The licensee shall also at all times, hold the Railway Administration harmless and indemnified from and against all claims, costs and charges for which the Railway Administration may become liable under the Workmen's Compensation Act, 1923 or any amendments thereof and all expenses to which the Railway Administration may be put there

under in respect of personal injuries (within the meaning of the said ACT) resulting directly or indirectly in course of and out of shooting of the film/serial to the employees and servants of the Railway Administration arising out of or occasioned during shooting of the film/serial shots and the licensees, hereby agree to relinquish any right of indemnity which they may have against the Railway Administration under or by virtue of the provisions (s) of section 12 and 13 of the workman's compensation Act in respect of any claim arising out of any accident or injury within the meaning of the said Act occurring in the course of shooting of the films to any servant or employees of the licensees, whether the said injury arises out of any negligence of not on the part of the Railway Administration, their employees and servants or of the said licensee employees and servants whatsoever, without derogation or in any way limiting the Railway rights. The privilege

compensation as decided. The insurance amount should be calculated on the basis of current replacement value of assets/rolling stock to be involved in the shooting. The premium of insurance should be deposited by the licensee to the railway administration, who will get the assets/rolling stock insured in its name. The risk covered should provide for the insurance company to pay the sum without demur. In the context of insurance taken out to cover all people on railway property during the shooting of the film which may result in death or injury to any of them including railway staff, the compensation amounts/insured amounts must be arranged to be paid to the concerned persons or their legal heirs without demur.

7. In order to promote public awareness regarding Railways, the licensee will prominently display in FULL SCREEN the following caption during the title scene of the Feature Film/Short Film/Tele Film/Tele Serial

“WITH SINCERE THANKS TO SOUTH EASTERN RAILWAY”

It is here by further agreed between the parties here to:-

a) That the shooting of the Feature Film/Short Film/Tele Film/Tele Serial shall be adjusted from the point of view of safe and normal working of the railways, security instructions in vogue on Indian Railways;

b) A responsible Railway Officer will be appointed as Liaison Officer to oversee the shooting;

c) Shooting of sequences wherein rolling stock irrespective of whether it be locomotives, coaches, wagons or crane etc., are likely to get damaged can be withheld or not permitted by the Liaison Officer during the course of shooting of the Feature Film/Short Film/Tele Film/Tele Serial _____ at _____ station/section.

d) Shooting of sequences which will be found contrary to the script, already provided by the licensee to the administration, can be withheld denied or not permitted by the Liaison Officer during the course of shooting of the Feature Film/Short Film/Tele Film/Tele Serial

e) In the script/shooting script nothing shall be permitted which damages/harms the image of Railways by any means whatsoever.

f) Licensee shall remain bound to produce the rush print in case of film or recorded video of the tele-film, as and when required by the Railway Administration.

g) This arrangement is determinable without assigning any reasons at the option of either party by giving seven days notice to other party.

h) In the event of any question, dispute or difference arising under these conditions except as to any matters the decisions of which is specially provided for by these conditions the same shall be referred to

the sole arbitration of the persons to be appointed as an arbitrator, by the General Manager of South Eastern Railway.

i) A separate undertaking is also to be executed by the producer in the matter of the post shooting necessary compliances.

The award of the arbitration shall be final and binding on the parties to this agreement. In the event of arbitrator dying, neglecting or refusing to act for any reason or his award being set aside by the court of jurisdiction for any reason it shall be lawful for the General Manager to appoint another Arbitrator in place of outgoing arbitrator in the manner aforesaid. The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award. The venue of the arbitration shall normally be at Kolkata or such other place as the arbitrator at his discretion may determine keeping in view convenience of the parties. When cases are referred to arbitrator it shall be obligatory for the arbitrator to make a speaking award. He

should record in details the specific reasons for admission or non-admission or the railway claim item wise. In witness thereof the parties to these presents have hereunto set and subscribed their hands and seals at the places and on the date(s) hereinafter mentioned respectively.

Signed Sealed and delivered for	Signed Sealed and delivered for and on
and behalf of the President of	behalf of
India.	M/s.....

CPRO/South Eastern Railway

PRODUCER/LICENSEE