GOPA

GRANT OF PERMISSION AGREEMENT

BETWEEN

MINISTRY OF INFORMATION & BROADCASTING

GOVERNMENT OF INDIA

AND

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY
JYOTIRMAY PARISAR, OPP SHRI BALAJI TEMPLE, S. G. HIGHWAY
CHHARODI, AHMEDABAD-382481, GUJARAT

TO

ESTABLISH, MAINTAIN AND OPERATE COMMUNITY RADIO STATION

AT

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY
JYOTIRMAY PARISAR, OPP SHRI BALAJI TEMPLE, S. G. HIGHWAY
CHHARODI, AHMEDABAD-382481, GUJARAT

GRANT OF PERMISSION AGREEMENT

This Agreement is made on this ___ day of _____, 2022 between the President of India acting through_____, Ministry of Information & Broadcasting, Government of India, Shastri Bhawan, New Delhi (hereinafter called the **Grantor** which expression shall unless repugnant to the context include its successors in office, assignees) of the **One Part** and Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat (hereinafter called the **Permission Holder**

2.1 The operation of the Permission Agreement shall depend and shall also continue to depend on the fulfillment and continued fulfillment of all the following eligibility conditions and precedent. Inability of the permission holder to meet any of the eligibility conditions or any conditions precedent shall result into immediate cancellation of this GOPA.

i) As per guidelines as amended from time to time.

ii) Effective security clearance as to the permission holder.

iii) Effective security clearance on persons associated with Permission Holder or foreign personnel as referred to in Article 11.5 of this Agreement.

iv) Effective WOL from WPC

v) Non-operationalization of the CRS within three months of signing of this Agreement.

And on failure on any of these accounts, this agreement shall stand terminated without further action by either party and the Permission Holder shall not be entitled for any compensation for loss of un-expired period.

3. Term of Permission

The Permission shall be valid for a period of five (5) years from the date of signing of GOPA, unless terminated earlier as provided hereunder:

4. General terms and conditions of the agreement

4.1 The Permission is non-transferable. The Permission Holder shall not either directly or indirectly assign or transfer its right in any manner whatsoever under this Agreement to any other party. Any violation of this shall be construed as breach of this Agreement, likely to result in termination of this agreement.

4.2 The Permission holder shall provide the services of his Community Radio Station on Free-to-air basis.

4.3 The Permission holder shall maintain the validity of the bank guarantee in favor of the Grantor for a sum of Rs.25,000/- (Rupees twenty five thousand) only, throughout the currency of the Permission.

4.4 The Permission holder shall not be eligible for more than one Permission for Community Radio Station operation at one or more places. However, Central / State Universities, including autonomous bodies and Agricultural Universities set up under them, having more than one campus, may be allowed to operate CRS at more than one place, provided, the distance between two CR Stations established by same organization should not be less than 25 Kms.

4.5 The CRS to be operated by the permission holder should be designed to serve a specific well-defined local community.

which expression shall unless repugnant to the context include, its successors in business, administrators, liquidators and assigns or legal representatives) of the Other part.

WHEREAS **Permission Holder** has applied to the **Grantor** to grant Permission under "Policy Guidelines for setting up Community Radio Stations in India" (hereinafter called the **Guidelines**) issued on 4.12.2006, and as amended thereafter, to operate a community radio station at *(complete address of proposed location of CRS)* Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat

AND WHEREAS permission holder has agreed to comply with any subsequent additions, deletions and modifications in the Guidelines,

AND WHEREAS **Permission Holder** has obtained frequency and SACFA clearance and shall obtain Wireless Operating License (WOL) before commissioning the community radio service,

AND WHEREAS pursuant to the undertakings and fulfillment of the eligibility conditions, as per the Guidelines, the Grantor is agreeable to grant permission to the Permission Holder to establish, maintain and operate a community radio station at *(complete address of proposed location of CRS)* Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat on the terms and conditions appearing hereinafter and the Permission Holder has agreed to accept the same.

In this Agreement, words and expressions shall, unless the context otherwise requires, have the same meaning as is respectively assigned to them herein under:

NOW THIS AGREEMENT WITNESSETH AS UNDER;

1.1. **"Grant of Permission Agreement or GOPA"** shall mean this Agreement with all subsequent additions/deletions/modifications thereto.

1.2. **"Permission"** shall mean the permission being granted by the Grantor to the Permission Holder in pursuance of this agreement.

1.3. **"CRS'"** means Community Radio Station.

1.4. **"WPC"** shall mean Wireless Planning and Coordination Wing, Ministry of Communication & IT, Government of India.

1.5. **"Effective Radiated Power (ERP)"** is the product of the transmitter output power and Antenna gain relative to half wave dipole.

2. In consideration of the *continuous fulfillment of the eligibility conditions and conditions precedent,* covenants in terms of this Agreement and subject to due performance of and/or compliance with all terms and conditions of this agreement hereto and any subsequent additions, deletions and modifications in the Guidelines, on the part of the Permission Holder, the Grantor hereby grants, on non-exclusive basis for a period of five (5) years, the permission to establish, maintain and operate a community radio station at (*complete address of proposed location of CRS*) Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat subject to terms and conditions hereunder.

4.6 The permission Holder shall ensure that there is sufficient representation of the members of the community which the CRS seeks to serve, at all times during the currency of permission, in the ownership and management structure of the CRS.

4.7 GOPA shall be extended for a period of five (5) years at a time. First extension shall be granted on the basis of an application and verification of adherence to the terms and conditions of the permission. The application for extension shall be submitted in the fourth year of operation.

4.8 For second extension i.e., extension beyond ten (10) years, the continuous operation of CRS by the permission holder for 10 years will be treated as ground for extension. CRS should submit their application for extension of permission one year before end of the permission period.

5. Content regulation & monitoring

The permission holder shall adhere to the following principles in the broadcast of programs through the CRS:

i) The programmes should be of immediate relevance to the community. The emphasis should be on developmental, agricultural, health, educational, environmental, social welfare, community development and cultural programmes. The programming should reflect the special interests and needs of the local community.

ii) At least 50% of content shall be generated with the participation of the local community, for which the station has been set up.

iii) Programmes should preferably be in the local language and dialect(s).

iv) The permission holder shall have to adhere to the provisions of the Programme and Advertising Code as prescribed for All India Radio.

v) The permission holder shall not broadcast any programmes, which relate to news and current affairs and are otherwise political in nature. However, CRS can broadcast news and current affairs contents sourced exclusively from All India Radio (AIR) in its original form or translated into the local language / dialect. AIR shall source its news to CRS without any charges. It will be the responsibility of the CRS permission holder to ensure that the news is not distorted or edited during translation.

The broadcast pertaining to the following categories will be treated as non-news and current affairs broadcast and will therefore be permissible:

a. Information pertaining to sporting events excluding live coverage. However, live commentaries of sporting events of local nature may be permissible;
b. Information pertaining to Traffic and Weather;
c. Information pertaining to and coverage of local cultural events, festivals;
d. Coverage of topics pertaining to examinations, results, admissions, career counseling;
e. Availability of employment opportunities;
f. Public announcements pertaining to civic amenities like electricity, water supply, natural calamities, health alerts etc. as provided by the local administration;
g. Such other categories not permitted at present that may subsequently be specifically permitted by Ministry of Information and Broadcasting from time to time.

vi) The Permission holder shall ensure that nothing is included in the programmes broadcast which:

a. Offends against good taste or decency;
b. Contains criticism of friendly countries;
c. Contains attack on religions or communities or visuals or words contemptuous of religious groups or which either promote or result in promoting communal discontent or disharmony;
d. Contains anything obscene, defamatory, deliberate, false and suggestive innuendoes and half-truths;
e. Is likely to encourage or incite violence or contains anything against maintenance of law and order or which promote anti-national attitudes;
f. Contains anything amounting to contempt of court
g. Contains anything affecting the integrity of the Nation;
h. Contains aspersions against the dignity of the President/Vice President and the Judiciary;
i. Criticizes, maligns or slanders any individual in person or certain groups, segments of social, public and moral life of the country;
j. Encourages superstition or blind belief;
k. Denigrates women;
l. Denigrates children.
m. May present/depict/suggest as desirable the use of drugs including alcohol, narcotics and tobacco or may stereotype, incite, vilify or perpetuate hatred against or attempt to demean any person or group on the basis of ethnicity, nationality, race, gender, sexual preference, religion, age or physical or mental disability.

vii) The permission holder shall ensure that due care is taken with respect to religious programmes with a view to avoid:

a. Exploitation of religious susceptibilities; and
b. Committing offence to the religious views and beliefs of those belonging to a particular religion or religious denomination.

6. Transmitter Power and Range

The Permission holder shall ensure that the transmission equipment including antenna conform to the following technical parameters: -

i) Power of transmitter : ERP up to 100 Watts

ii) Height of antenna above ground : Up to 30 meters. However, minimum height of Antenna above ground should be at least 15 meters to prevent possibility of biological hazards of RF radiation.

iii) Antenna location: Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat (Within the geographical area of the community sought to be served)

7. **Funding & Sustenance**

7.1 The permission holder will be eligible to seek funding from multilateral aid agencies after obtaining FCRA clearance under Foreign Contribution Regulation Act, 1976.

7.2 Transmission of sponsored programmes shall not be permitted except programmes sponsored by Central & State Governments and other organizations to broadcast public interest information. In addition, limited advertising and announcements relating to local events, local businesses and services and employment opportunities shall be allowed. The maximum duration of such limited advertising will be restricted to 7 (Seven) minutes per hour of broadcast.

7.3 Revenue generated from transmission of sponsored programmes, advertisements and announcements as per para (7.2) above shall be utilized only for the operational expenses and capital expenditure of the Community Radio Station. After meeting the full financial needs of the Community Radio Station, surplus funds may, with prior written permission of the Grantor, be ploughed into the primary activity of the organization i.e. for education in case of educational institutions and for furthering the primary objectives for which the NGO concerned was established.

7.4 The Permission holder shall be required to submit their audited annual accounts to the Grantor in respect of the organization/division running the Community Radio Station. The accounts shall clearly show the income and expenditure incurred and the Assets and Liabilities in respect of the Community Radio Station. The annual audited accounts/balance sheets for each Financial Year will be submitted within one month of their finalization but not later than 30th September of the following Financial Year.

7.5 The Grantor shall have the right to get the accounts of the CRS audited by CAG or any other professional auditors at their discretion. In case of difference, the views of the government appointed auditors, subject to opportunity of hearing to the Permission Holder, shall prevail.

8. **Monitoring and Public complaints:**

8.1 The Permission holder at its own cost shall,

i) Preserve the recordings of broadcast material for a period of three months from the date of broadcast and produce the same to the Grantor or its authorized representative, as and when required, and

ii) On demand by the Grantor, provide the necessary equipment, services and facilities at designated place (s) for continuous monitoring of the broadcasting service by or under supervision of the Grantor.

8.2 The Permission holder shall submit such information with respect to its broadcast as may be required by the Grantor from time to time.

8.3 The Permission holder shall furnish any such information at periodic intervals as may be required by the Grantor concerning Programme Content and Quality, Technical Parameters etc. relating to the broadcast in the format as may be prescribed by the Grantor from time to time.

8.4 The Grantor shall make special arrangements for monitoring and enforcement of the ceiling on advertisements, particularly in those areas where private FM radio stations have been granted licenses and the permission holder shall extend full cooperation.

9. **Inspection**

9.1 The Grantor or its authorized representative shall have the right to inspect the broadcasting facilities. The Grantor shall, in particular but not limited to, have the right to access to the Community radio station infrastructure and records. No prior permission/intimation shall be required to exercise the right of Grantor to carry out the inspection. The permission holder will, if required by the Grantor or its authorized representative, provide necessary facilities for continuous monitoring for any particular aspect of the permission holder's activities and operations.

9.2 The Grantor will ordinarily carry out the inspection after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

10. Force Majeure

10.1 If at any time, during the continuance of this Permission, the performance of any obligation either in whole or in part by any party is prevented or delayed, by reason of war, hostility, acts of enemy, civil commotion, sabotage, fire, flood, act of State, explosion, epidemic, quarantine restriction, natural calamities, general strikes materially affecting the performance of any obligations of affected party, or act of God (all or any of these hereinafter referred to as "Force Majeure Event", neither party shall, by reason of such Force Majeure event be entitled to terminate this Permission, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance, provided a notice of such happenings of any such Force Majeure Event is given by the affected party to the un-affected party within 30 days from the date of occurrence thereof.

11. National security and other conditions

11.1 The Grantor reserves the right to take over the entire services and networks of the Permission holder or revoke/terminate/suspend the Permission in the interest of national security or in the event of national emergency/ war or low intensity conflict or under similar type of situations.

11.2 All foreign personnel likely to be deployed by way of appointment, contract, consultancy etc. by the Permission Holder for installation, maintenance and operation of the Permission Holder's services shall be required to obtain prior security clearance from Government of India.

11.3 Notwithstanding anything contained anywhere else in the Grant of Permission Agreement, the Grantor shall have the power to direct the permission holder to broadcast any special message as may be considered desirable to meet any contingency arising out of natural emergency, or public interest or natural disaster and the like, and the Permission holder shall be obliged to comply with such directions.

11.4 The permission is subject to permission holder remaining security cleared throughout the currency of permission. In case the security clearance is withdrawn the permission granted under this agreement is liable to be terminated forthwith.

11.5 In the event of security clearance of any of the persons associated with the permission holder or foreign personnel is withdrawn for any reasons whatsoever, the permission holder will ensure that the concerned person resigns or his services terminated forthwith after receiving such directives from the Grantor, failing which the permission granted shall be liable to be terminated.

12. Power to modify the terms and conditions

12.1 The Grantor reserves the right to modify, at any time, the terms and conditions if it is necessary to do so, in public interest or for the proper conduct of broadcasting or for security considerations. This Agreement will be subject to such other conditions as may be determined by the Grantor.

13. Application of the Indian Telegraph Act and other Laws

13.1 The permission shall be governed by the provisions of the Telecom Regulatory Authority of India Act, 1997, Indian Telegraph Act, 1885 and Indian Wireless Telegraphy Act, 1933 as amended from time to time and any other law as may be applicable or may come into force.

13.2 Notwithstanding anything contained anywhere in this Agreement, the grant of Permission shall be subject to the condition that as and when any new regulatory authority is constituted to regulate and monitor the Broadcast Services in the country, the Permission holder shall adhere to the norms, rules and regulations laid down by such authority or any applicable Law to regulate and monitor the Broadcast Service in India.

14. Termination of Permission

14.1 Consequences of non-operationalization

14.1.1 The permission holder shall operationalize the radio station within three months of the signing of the agreement failing which the permission granted may be revoked after affording an opportunity of being heard. The permission holder shall also forfeit the bank guarantee to the Grantor if the Permission holder fails to commission the radio station within the stipulated period.

14.2 Consequences of shutting down operations

14.2.1 In case of the Permission holder shutting down broadcasting activity for more than 3 months after commencement of operation, its Permission is liable to be cancelled and the frequency allotted to the next eligible applicant.

14.3 Consequences of transfer of permission

14.3.1 In case of transfer of permission in violation of clause 4.1, the permission is liable to be terminated and neither the permission holder nor the transferee will be eligible to apply directly or indirectly for a fresh permission in future for a period of five years. *In addition, the permission holder shall also forfeit the bank guarantee to the Grantor.*

14.4 Consequences of misuse and non-compliance with directives:

14.4.1 In the event of a Permission Holder using or letting its facilities being used for transmitting any unauthorized content, messages or communication or failing to comply with the directions as per clause-11.5, the permission granted shall be revoked and the Permission holder shall be disqualified to hold any such permission in future for a period of five years, apart from liability for punishment under other applicable laws. The Permission holder shall also forfeit the bank guarantee to the government in such cases.

14.5 Termination for Non-eligibility

14.5.1 The Government may, at any time, terminate this Agreement and the Permission, without compensation to the Permission Holder in case the company fails to meet the eligibility criteria as laid down in the Guidelines at any time during the currency of permission or its security clearance is withdrawn, provided that such termination shall not prejudice or affect any right of action which has accrued or will accrue thereafter to the Grantor. *In addition, the permission holder shall also forfeit the bank guarantee to the Grantor.*

14.6 Consequences of failure to preserve recordings

14.6.1 In the event of non-compliance as per provisions of clause 8.1 as above, the permission granted may be revoked. *In addition, the permission holder shall also forfeit the bank guarantee to the Grantor.*

14.7 Consequences of non-compliance / violation in other cases

14.7.1 In case, there is any of the violation of conditions cited in clauses 5 by the Permission holder, the Grantor may suo moto or on the basis of complaint(s) take cognizance and place the matter before the **Inter-ministerial Committees on Programme and Advertising Codes** for recommending appropriate penalties. On the recommendation of the Committee, a decision to impose penalties as provided under clause 14.7.3 shall be taken. *In addition, the permission holder shall also forfeit the bank guarantee to the Grantor.*

14.7.2 In case of non- compliance / violation of any other terms and conditions not specifically provided elsewhere, penalties as provided under clause 14.7.3 may be imposed.

14.7.3 The **penalty** shall comprise of:

i) Temporary suspension of Permission for operating the Community Radio Station for a period up to one month in the case of the first violation

ii) Temporary suspension of Permission for operating the Community Radio Station for a period up to three months in the case of the second violation depending on the gravity of violation.

iii) Revocation of the Permission for any subsequent violation. Besides, the Permission Holder and its principal members shall be liable for appropriate actions under IPC, CrPC and other applicable laws.

14.7.4 However, before the imposition of a penalty the Permission holder shall be given an opportunity to represent its case.

14.7.5 In case of revocation of Permission, the Permission holder will not be eligible to apply directly or indirectly for a fresh permission in future for a period of five years. The Grantor shall not be responsible for any investment by the Permission Holder on the Community Radio Station or by any other party on the strength of this permission. Provided the penalty imposed as per above provision shall be without prejudice to any penal action under applicable laws including the Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933, as modified from time to time.

14.7.6 In the event of suspension of permission as mentioned in para 14.7.3 (i) & (ii), the permission holder will continue to discharge its obligations under the Grant of Permission Agreement during the suspension period also.

14.8 Termination for convenience

The Permission holder may surrender the Permission and terminate this Agreement, by giving an advance notice of one month to the Grantor as well as to all concerned/affected parties.

15. Disputes with other parties:

151 In the event of any dispute between the Permission holder and any party other than the Grantor (including in relation to the Permission and/or Broadcasting services, etc.) due to any reason whatsoever, it shall be the sole liability of the permission holder to resolve such dispute amicably or otherwise with the other party and the Grantor shall have no liability whatsoever in this regard. Further, the permission holder hereby undertakes to fully indemnify and keep the Grantor harmless in respect of any action, claim, suit, proceeding, damage or notice to/against the Grantor for any act of omission or commission on the part of the permission holder, its agents, employees, representatives or servants.

152 Provided that if any such third-party dispute arises on account of non- observance or breach of any rules or regulations or any other terms and conditions by the Permission holder as provided in this Permission Agreement, the Grantor shall also have the right to take any action against the Permission Holder as provided herein.

16. Dispute Resolution and jurisdiction:

*The Parties agree that they shall not seek injunctions or any interim/ ad, interim orders from any Court or Judicial Tribunal/ Authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("**TDSAT**"). All disputes between the Parties shall be resolved before the TDSAT.*

17. WPC Wing's Permission:

171 As aforementioned, before operating the CRS a separate specific license i.e. Wireless Operational License shall be obtained by the Permission Holder from the WPC Wing of Ministry of Communications &IT, permitting utilization of appropriate frequencies/band for the establishment and operation of concerned wireless component of CRS under usual terms and conditions of such license. The Grant of such License shall be governed by the rules, procedures and guidelines and shall be subject to compliance with all requirements of the WPC wing.

17.2 For this purpose, an application shall be made to the "Wireless Advisor to the Government of India, WPC Wing, Department of Telecommunications, Ministry of Communications" in the prescribed application form.

17.3 License fee/royalty as prescribed by WPC from time to time, shall have to be paid by the Permission holder towards grant of License for usage of frequency spectrum.

17.4 The permission holder shall not cause harmful interference to other unauthorized users of radio spectrum. WPC Wing will have the sole discretion to take practicable and necessary steps for elimination of harmful interference, if any, to other licensed users.

17.5 The Wireless Planning and Coordination Wing, Ministry of Communications & IIT shall have the right to inspect from time to time the installation from technical angles to check conformity with WOL conditions.

18. MISCELLANEUS:

18.1 No Partnership – Nothing in this Agreement shall be construed to constitute a partnership or agency between the parties and the permission Holder shall not make any assurance, promise or covenant nor shall hold himself out as competent to do so on behalf of the Grantor nor shall pledge the credit of the grantor for any transaction in relation to this agreement.

18.2 No Employment – Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the Permission Holder or any person employed by or under him for this Agreement.

18.3 Indemnity to Government – The Permission Holder shall indemnify and at all times keep the Government indemnified and harmless against any direct loss to it or any claims by any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the Permission Holder or any of his officer, employees, agent or professional etc. while performing or purporting to perform this Agreement.

18.4 No Waiver – No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision any waiver by any party or any breach of any provision of this Agreement shall not be construed as a waiver or an amendment of the provision itself, or a waiver on a subsequent occasion unless so expressed in writing by the Party exercising waiver.

18.5 Entire Agreement – This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties hereof. All prior written or oral understanding, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

IN WITNESSTH WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives, the day, month and year as mentioned above.

Signed Executed and Delivered on behalf of President of India by _____

Signed Executed & Delivered on behalf of Dr. Babasaheb Ambedkar Open University, Jyotirmay Parisar, Opp Shri Balaji Temple, S. G. Highway, Chharodi, Ahmedabad-382481, Gujarat through its Authorized Signatory

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No. N-35011/18/2017-CRS
Government of India
Ministry of Information and Broadcasting
Room No. 116, 'A' Wing, Shastri Bhawan, New Delhi 110001

Dated 21-02-2022

To
The Registrar
Dr. Babasaheb Ambedkar Open University
Jyotirmay PArisar, Opp. Shri Balaji Temple
S.G. Highway, Chharodi
Ahmedabad, Gujarat- 382481

Subject: Grant of Permission Agreement (GOPA) – reg.

Sir,

Please refer to your letter no. NIL dated 11-02-2022, wherein you have submitted requisite documents for signing of GOPA.

2. In this regard, it is informed that all your documents are in order and a duly signed copy of GOPA valid from 21-02-2022 to 20-02-2027, is returned herewith for kind perusal.

Encl: As above

Yours faithfully,

21/2/2022

(Gaurishankar Kesarwani)
Additional Director (CRS Cell)
Tel. No.: 011-2338 6547

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