

71st NEGHU TROPHY BOAT RACE 2025

Invitation of Expression of Interest for Media Partnership

The Nehru Trophy Boat Race Society, invites Expression of interest (EOI) from eligible visual media for media partnership in connection with the 71st Nehru Trophy Boat Race. The application should be submitted to Sub Collector Alappuzha, Revenue Divisional Officer, Alappuzha - 688001 on or before 20-08-2025, 2.30pm.

For more details contact contact 0477 2263441

For quotation notice visit : **www.nehrutrophy.nic.in**

The quotation will be opened on 21-08-2025, 4pm at RDO Office, Alappuzha.

Secretary,
Nehru Trophy Boat Race Society &
Sub Collector, Alappuzha.

Copy to :

- 1) District Collector, Alappuzha
- 2) Revenue Divisional Office, Alappuzha
- 3) Tahsildar, Ambalappuzha
- 4) Village Office, Mullackal
- 5) Village Office, Aryad South
- 6) Website
- 7) Media

NEHRU TROPHY BOAT RACE SOCIETY
Privileged Media Partnership Agreement
(Non-Exclusive, Non-Commercial)

This Agreement is made on **[Date]**, by and between:

1. **Nehru Trophy Boat Race Society** (“**NTBRS**” or “**the Society**”), constituted under the District Administration of Alappuzha, Kerala, having its principal office at **[address]**; and
 2. **[Media Partner Name]** (“**Media Partner**”), having its registered office at **[address]**.
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1. PURPOSE

NTBRS organises the annual *Nehru Trophy Boat Race* (“**Event**”) at Punnamada Lake, Alappuzha. The Media Partner wishes to act as a **Privileged Media Partner** for the one-day Event on a non-exclusive, non-commercial basis, with the ability to feature its own approved, non-competing sponsors (“**Partner Sponsors**”), while strictly upholding media ethics, complying with applicable laws, and recognising NTBRS’s sole operational control over the Event.

2. DEFINITIONS

For the purposes of this Agreement:

- “**Branding Plan**” – a visual layout showing positions, sizes, and content of all branding materials (including Partner Sponsor branding), to be submitted by the Media Partner and approved in writing by NTBRS.
- “**Non-Competing Brands**” – brands not in the same product or service category as NTBRS’s official Event Sponsors.
- “**Event Sponsors**” – official NTBRS sponsors having category exclusivity, as determined by NTBRS.
- “**Partner Sponsors**” – sponsors brought in by the Media Partner, limited to Non-Competing Brands, subject to NTBRS approval.
- “**Media Ethics Standards**” – the Press Council of India norms, the Cable Television Networks (Regulation) Act & Rules, Ministry of Information & Broadcasting advisories, and all other applicable laws, regulations, and industry codes.

3. RIGHTS GRANTED

3.1 Broadcast & Coverage

Subject to full compliance with this Agreement, NTBRS grants the Media Partner a **non-exclusive, non-transferable, revocable licence** to:

- (a) Cover, film, and broadcast the Event for the Partner's own media channels;
- (b) Create and monetise Event-related content **at its own cost**; and
- (c) Sell sponsorship for its coverage to **Partner Sponsors**, strictly subject to NTBRS's **prior written approval** under Clause 5.

3.2 On-Ground Branding

The Media Partner may display **only NTBRS-approved branding** for itself and its Partner Sponsors, strictly in accordance with the mutually agreed **Branding Plan** and placement rules, and **at its own cost**.

3.3 Exclusion Zones

No Media Partner branding (including logos, banners, watermarks, or virtual overlays) may appear in **official NTBRS broadcast camera frames** at the **start line, finish line, or any designated Exclusion Zone**, unless expressly pre-approved by NTBRS **in writing** at least seven (7) days prior to the Event.

3.4 Retained Rights

All rights not expressly granted in this Clause remain the sole property of NTBRS, including all **Event intellectual property, trademarks, logos, and broadcast rights**.

4. REVENUE SHARING & AUDIT RIGHTS

4.1 Revenue Share

The Media Partner shall pay NTBRS **certain %** of the **gross revenue** received from all **Partner Sponsors** secured by the Media Partner in connection with the Event which will be decided by mutual agreement between both the parties.

4.2 Payment Terms

Full payment of NTBRS's revenue share shall be made 72 hours before the commencement of the event, accompanied by:

- (a) A signed revenue statement itemizing all Partner Sponsors and amounts received; and
- (b) Copies of all executed sponsorship agreements and invoices relating to such revenue.

4.3 Audit Rights

NTBRS shall have the right, on **seven (7) days' prior written notice**, to audit the Media

Partner's books, records, and bank statements relating to Partner Sponsor revenue, at NTBRS's discretion, and **at no cost to NTBRS**.

If such audit reveals underreporting of more than **five percent (5%)** of gross revenue, the Media Partner shall:

- (a) Immediately pay NTBRS the shortfall; and
- (b) Pay a **penalty interest of [] % per annum**, calculated from the date the amount was originally due until payment is made in full; and
- (c) Bear all reasonable costs of the audit.

4.4 Late Payment

Any payment not made by the due date shall accrue interest at [] % **per annum**, without prejudice to NTBRS's other rights and remedies.

4.5 EMD and Performance Guarantee

EMD should be Rs. 25, 000/- and performance Guarantee should be 2.5 Lakhs.

5. APPROVALS & NON-COMPETE

5.1 Submission Requirement

The Partner shall submit in writing to NTBRS **full details** of each proposed Partner-Introduced Sponsor, including brand profile, product/service description, and any intended branding material, artwork, or mock-ups, **no later than fifteen (15) days prior to the Event**.

5.2 Written Approval as Condition Precedent

No Partner-Introduced Sponsor, nor any related branding, promotional material, or activation, shall be permitted at the Event unless NTBRS has granted its **prior written approval**. Any item or sponsor not expressly approved in writing shall be deemed **rejected without requirement of further notice**.

5.3 Absolute Right of Rejection

NTBRS retains the **sole and absolute discretion** to approve or reject any proposed Partner-Introduced Sponsor, without obligation to assign reasons, including (but not limited to) where:

- a) The sponsor's products, services, or brand image directly or indirectly compete with, or conflict with, any Event Sponsor or government partner;
- b) The association is deemed to potentially harm the reputation, neutrality, or integrity of the Event or NTBRS; or
- c) The association is contrary to any applicable law, regulation, or government policy.

5.4 No Liability for Rejection

NTBRS shall bear **no liability whatsoever**, whether financial, contractual, or otherwise, for any loss, cost, damage, or claim arising from NTBRS's rejection of any proposed Partner-Introduced Sponsor, regardless of reason. The Partner shall **fully indemnify, defend, and hold harmless NTBRS** from and against any and all claims, demands, actions, or proceedings brought by such proposed sponsors or any third party in

connection with such rejection.

6. MEDIA ETHICS OBLIGATIONS

6.1 Accuracy & Fairness

The Partner shall ensure that all coverage of the Event is **factually accurate, balanced, and non-defamatory**, and complies with applicable laws governing content and broadcasting.

6.2 Respect for Privacy & Culture

The Partner shall avoid any intrusive, demeaning, offensive, or culturally insensitive portrayals of participants, spectators, or communities associated with the Event.

6.3 Compliance with Standards

The Partner shall adhere to all applicable **national and regional media ethics codes**, professional journalism standards, government regulations, and any additional media guidelines issued in writing by NTBRS.

6.4 No Misrepresentation

The Partner shall not falsely suggest, imply, or otherwise represent that it, its personnel, or its sponsors are **official Event Sponsors** or that they have an **official endorsement from NTBRS**, unless expressly set out in a separate written agreement.

6.5 Sponsor Identification

Partner-Introduced Sponsors shall not be presented, referred to, or otherwise portrayed as **Event Sponsors** unless they have executed a sponsorship agreement directly with NTBRS.

6.6 Mandatory Briefing

All Partner crew, contractors, and representatives participating in the Event shall attend NTBRS's **mandatory media ethics and safety briefing** at a date and time notified by NTBRS.

6.7 Remedies for Breach

If NTBRS determines, in its sole discretion, that any coverage, material, or conduct violates this Clause 6, NTBRS may require the Partner to **edit, remove, take down, suspend, or publish disclaimers** relating to such material within twenty-four (24) hours of notification, without liability to NTBRS.

6.8 Morality & Reputational Protection

If NTBRS reasonably believes that any Partner-Introduced Sponsor, or any media content produced by or on behalf of the Partner, causes or is likely to cause **public outrage, offense, or reputational harm** to the Event or NTBRS, NTBRS may, at its sole discretion, **remove branding, withdraw privileges, or immediately terminate this Agreement**, without liability to the Partner.

6.9 Real-Time Access & Oversight

The Partner shall provide NTBRS with **real-time access to any live broadcast feeds or raw footage** upon request for the purposes of monitoring compliance with this Clause.

6.10 Prior Approval for Sensitive Content

Any content involving interviews with government officials, vulnerable persons, or depiction of religious/cultural ceremonies shall be subject to NTBRS's **prior written approval** before publication or broadcast.

6.11 Third-Party Content Responsibility

The Partner shall be fully responsible for ensuring that any subcontractors, freelancers, or third-party contributors engaged by the Partner comply with the obligations set out in this Clause, and shall be **liable for any breach** by such parties.

6.12 Emergency Editorial Intervention

In urgent cases where NTBRS reasonably believes that content may cause **imminent harm** to public order, safety, or the reputation of the Event, NTBRS may require **immediate suspension of broadcast or publication without prior notice**.

6.13 No Endorsement Disclaimer

All Partner coverage must carry a clear disclaimer that **views expressed are those of the Partner** and do not necessarily reflect those of NTBRS or the Event's official sponsors.

6.14 Indemnity

The Partner shall indemnify and hold harmless NTBRS from and against any claims, liabilities, losses, or damages arising out of a breach of this Clause 6 or any related third-party claims.

7. CONTENT CONTROL & POST-EVENT RIGHTS

7.1 Ownership of Event Content

All **official Event footage, photographs, audio, graphics, drone footage, and related media** produced by or on behalf of NTBRS, or by any party engaged by NTBRS, shall remain the **exclusive property** of NTBRS.

7.2 NTBRS Content Control

NTBRS retains the **sole and absolute right**, at **no cost to NTBRS**, to:

- a) **Edit, crop, mask, obscure, blur, or remove** any unapproved or non-compliant branding, logos, messages, or content appearing in official Event coverage;
- b) Add NTBRS branding, watermarking, or other identification to Event footage;
- c) Require delivery of a "clean feed" copy of all Partner-recorded footage **within seven (7) days** after the Event, with no branding overlays or sponsor identification; and
- d) Take any technical or operational measures necessary to protect Event integrity and contractual obligations.

7.3 Licensed Rights to the Partner

Subject to full compliance with this Agreement, NTBRS grants the Partner a **non-exclusive, non-transferable, limited licence** to use Event footage (including footage captured by the Partner at the Event) solely for the Partner's **own promotional purposes** for a period of **twelve (12) months** from the Event date.

7.4 Archival & Extended Use

Any use of Event footage or related media **beyond the 12-month period**, or for any **commercial exploitation**, syndication, licensing to third parties, or monetisation, shall require **NTBRS's prior written approval** and may be subject to additional fees or conditions determined by NTBRS.

7.5 Restrictions on Use

The Partner shall not:

- a) Alter Event footage in a way that misrepresents NTBRS, the Event, or its sponsors;
- b) Add branding or overlays suggesting false endorsement by NTBRS or Event Sponsors;
- c) Sell, sublicense, transfer, or otherwise monetise Event footage without NTBRS's written consent;
- d) Use footage in any political advertising or material that is defamatory, obscene, or contrary to law; or
- e) Use drone footage except in full compliance with DGCA rules and any NTBRS-imposed safety protocols.

7.6 Mandatory Drone Footage Submission

If the Partner operates drones at the Event, they shall, **at their own cost**, provide NTBRS with **full-resolution copies** of all drone footage **within seven (7) days** after the Event.

7.7 Moral Rights Waiver by Partner

To the fullest extent permitted by law, the Partner waives any "moral rights" in footage they produce at the Event, to allow NTBRS to edit, adapt, watermark, or re-use the content as necessary without further consent, **at no cost to NTBRS**.

7.8 Post-Event Takedown Rights

NTBRS may, at any time after the Event, require the Partner to **edit, remove, or cease use** of any Event footage or related content where NTBRS reasonably believes such use is:

- a) Misleading or factually inaccurate;
- b) Harmful to the Event's reputation or public order; or
- c) In breach of applicable laws or this Agreement.

The Partner shall comply **at their own cost** within **seven (7) days** of receiving such notice.

7.9 Survivability

The obligations in this Clause 7 shall survive the termination or expiry of this Agreement for so long as the Partner retains any Event-related content.

7.10 Conditional Usage Rights

The rights granted to the Partner under this Clause shall automatically terminate if the

Partner breaches **Clause 3 (Branding Restrictions)** or **Clause 6 (Media Ethics Obligations)**).

7.11 Indemnity

The Partner shall indemnify and hold harmless NTBRS from and against any claims, liabilities, losses, or damages arising out of the Partner's use of Event footage in breach of this Clause 7.

8. SAFETY, INSURANCE & COMPLIANCE

8.1 Responsibility for Safety

The Partner shall be solely responsible, **at its own cost**, for the safety, security, and welfare of all its crew members, contractors, representatives, and any third parties engaged by the Partner, as well as for the safe installation, operation, and dismantling of all equipment, branding structures, and other materials brought to the Event site.

8.2 Permits and Authorisations

The Partner shall, **at its own cost**, obtain all necessary permits, licences, and approvals required for its activities, including but not limited to:

- a) Operation of drones (as per DGCA regulations),
- b) Use of pontoons, floating platforms, or special camera rigs, and
- c) Any other special structures or installations at the Event site.

All such permits shall be submitted to NTBRS **no later than seven (7) days prior to the Event**.

8.3 Compliance with Environmental and Heritage Norms

The Partner shall ensure that all installations, branding, and equipment **comply with applicable environmental laws, coastal regulation norms, heritage preservation requirements, and any local authority guidelines**. Any damage to the environment, waterways, heritage structures, or public property caused by the Partner shall be repaired or compensated for **entirely at the Partner's cost**.

8.4 No Liability of NTBRS

NTBRS shall bear **no responsibility or liability** for the safety of the Partner's personnel, equipment, or installations, or for any incident, accident, injury, damage, or loss arising from the Partner's participation in the Event.

8.5 Indemnity

The Partner shall indemnify, defend, and hold harmless NTBRS from and against any claims, liabilities, losses, damages, costs, or expenses (including legal fees) arising from:

- a) Any accident, injury, or property damage involving the Partner's personnel, equipment, or activities;
- b) The Partner's failure to obtain required permits; or
- c) Breach of safety, environmental, or heritage compliance obligations under this Clause.

9. LIABILITY, INDEMNITY & IMMUNITY

9.1 Indemnity

The Media Partner shall, **at no cost to NTBRS**, fully indemnify, defend, and hold harmless NTBRS, the District Administration, and the Government of Kerala (including their officers, employees, and representatives) from and against any and all claims, demands, actions, losses, damages, liabilities, penalties, costs, and expenses (including reasonable legal fees) arising directly or indirectly from:

- (a) any act or omission of the Media Partner or its Partner Sponsors;
- (b) any safety, statutory, or regulatory breach;
- (c) any infringement or alleged infringement of intellectual property rights;
- (d) any breach of the Media Ethics Obligations (Clause 6).

9.2 Liability Cap

NTBRS's total aggregate liability under or in connection with this Agreement, regardless of the cause or form of action, is strictly limited to **₹1 (Rupee One only)**.

9.3 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental, statutory, or sovereign immunity available to NTBRS, the District Administration, or the Government of Kerala.

10. TERMINATION

10.1 Termination for Cause

NTBRS may terminate this Agreement with immediate effect, **at no cost**, by written notice if the Media Partner:

- (a) commits a material breach of this Agreement;
- (b) engages unapproved or competing sponsors;
- (c) delays payment beyond the agreed period;
- (d) breaches safety rules, environmental norms, or legal requirements;
- (e) violates the Media Ethics Obligations; or
- (f) engages in any act causing reputational harm to NTBRS or the Event.

10.2 Force Majeure

NTBRS shall bear no liability if the Event is cancelled, rescheduled, or materially altered due to weather conditions, law-and-order situations, or any order/direction of any governmental or statutory authority.

10.3 Termination for Convenience

NTBRS may terminate this Agreement, **at no cost**, for any reason by giving **seven (7) days' written notice** to the Media Partner. The Media Partner shall have no claim for compensation, damages, or loss of profits in such case.

11. ASSIGNMENT & CONFIDENTIALITY

11.1 Non-Assignment

The rights and obligations under this Agreement are personal to the Media Partner and shall not be assigned, transferred, or subcontracted, in whole or in part, without NTBRS's prior written consent, which may be granted or withheld in NTBRS's sole discretion. Any assignment without such consent shall be void and of no effect.

11.2 Confidentiality

The Media Partner shall, **at no cost**, keep strictly confidential all internal plans, strategies, sponsor lists, operational details, and other non-public information of NTBRS, whether disclosed orally, in writing, or otherwise, and shall use such information solely for the purposes of performing this Agreement. This obligation shall survive for a period of **three (3) months** after the termination or expiry of this Agreement, after which all such confidential materials must be returned to NTBRS or securely destroyed, unless otherwise agreed in writing.

Justification for Confidentiality Term: Given the **single-day nature of the Event**, the commercial sensitivity of sponsorship arrangements, and the rapid obsolescence of operational data post-event, the Parties agree that a **three-month confidentiality period** is reasonable, fair, and proportionate.

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to its conflict of laws provisions.

12.2 Amicable Resolution

In the event of any dispute, difference, or claim arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the matter amicably through good-faith negotiations for a period of **fifteen (15) days** from the date one Party notifies the other in writing of such dispute.

12.3 Arbitration

If the dispute remains unresolved after the period in Clause 12.2, it shall be finally resolved by arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

(a) The arbitration shall be conducted by a **sole arbitrator mutually appointed by the Parties**. If the Parties fail to agree on the arbitrator within **fifteen (15) days**, the arbitrator shall be appointed by NTBRS from a panel of three (3) independent arbitrators proposed by NTBRS, with the Media Partner entitled to select one from the panel.

(b) The seat and venue of arbitration shall be **Alappuzha, Kerala**, and the proceedings

shall be conducted in **English**.

(c) The arbitral award shall be final, binding, and enforceable in any court of competent jurisdiction.

12.4 Costs

Unless otherwise determined by the arbitral tribunal, each Party shall bear its own legal and other costs of the arbitration, and the fees of the arbitrator shall be shared equally.

12.5 Interim Relief

Nothing in this Clause shall prevent NTBRS from seeking interim or injunctive relief from a court of competent jurisdiction to protect its rights, including intellectual property rights and event integrity, pending resolution of the dispute.

12.6 Limitation on Legal Action

Any claim, arbitration, or legal proceeding (including court applications to enforce an arbitral award) arising out of or relating to this Agreement must be initiated within **three (3) months** from the date the cause of action arose. This limitation applies to all claims, whether in contract, tort, or otherwise, except for:

(a) claims for non-payment of amounts due to NTBRS; and

(b) applications for interim or injunctive relief to protect NTBRS's rights.

Given the **single-day nature of the Event**, the time-sensitive nature of media coverage, and the rapid loss of evidentiary value, the Parties agree that this shortened limitation period is fair, reasonable, and necessary to ensure prompt resolution of disputes. Any claim not brought within this period shall be deemed permanently waived and barred.

SIGNED:

For NTBRS:

Name:

Designation:

Signature:

For Media Partner:

Name:

Designation:

Signature: