

MEDIA PRODUCTION SERVICES AGREEMENT

Company:

Concept Cube

Concept Building, Prince Park,
Kalikapur Road, Kolkata, 700099
West Bengal, India
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Phone: +91 89007 07330

This Media Production Services Agreement (the "Agreement") is entered into as of this **[Date]** (the "Effective Date"),

BETWEEN:

Concept Cube, a company incorporated under the laws of India, with its principal place of business at Concept Building, Prince Park, Kalikapur Road, Kolkata, 700099 (hereinafter referred to as the "Producer" or "Concept Cube"),

AND:

[Client Name], a [Legal status, e.g., company, individual], with its principal address at [Client Address] (hereinafter referred to as the "Client").

The Producer and the Client are hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the Producer is in the business of providing professional media production services, including but not limited to video production, photography, animation, and post-production;

WHEREAS, the Client desires to engage the Producer to provide such services for a specific project, and the Producer is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1. **"Services"** shall mean all work, materials, and services to be provided by the Producer as described in the Statement of Work (SOW), attached hereto as **Schedule A**.
- 1.2. **"Deliverables"** shall mean the final, edited media files and any other materials specified for delivery to the Client in the SOW.
- 1.3. **"Project"** shall mean the specific media production project described in the SOW.
- 1.4. **"Intellectual Property Rights"** shall mean all rights to patents, copyrights, trademarks, trade secrets, and any other proprietary rights.
- 1.5. **"Raw Footage"** shall mean all unedited, original files captured during the production phase, including video, audio, and photographic files.
- 1.6. **"Pre-Existing Materials"** shall mean any materials, software, tools, or intellectual property owned by or licensed to the Producer prior to the Effective Date.
- 1.7. **"Change Order"** shall mean a written document signed by both Parties that amends the SOW to reflect changes in the scope, timeline, or cost of the Project.

ARTICLE 2: SCOPE OF SERVICES

- 2.1. The Producer agrees to perform the Services as detailed in the Statement of Work (**Schedule A**). The SOW shall form an integral part of this Agreement.
- 2.2. The SOW shall include, but not be limited to:
- a) A detailed description of the Project and its objectives.
 - b) A list of all final Deliverables.
 - c) The Project timeline, including key milestones and deadlines.
 - d) The names of key personnel from both Parties.
 - e) Any specific technical requirements or formats.

ARTICLE 3: FEES AND PAYMENT SCHEDULE

- 3.1. **Total Fee:** In consideration for the Services, the Client shall pay the Producer a total fee of **[Total Project Fee, e.g., INR 5,00,000]** ("Total Fee"), exclusive of any applicable taxes (such as GST).
- 3.2. **Payment Schedule:** The Total Fee shall be payable as follows:
- a) **50% Advance Payment:** **[Amount, e.g., INR 2,50,000]** due upon signing this Agreement and before the commencement of any work.
 - b) **40% Milestone Payment:** **[Amount, e.g., INR 2,00,000]** due upon completion of the principal photography/production phase and prior to the start of post-production.
 - c) **10% Final Payment:** **[Amount, e.g., INR 50,000]** due upon the Client's final approval of the Deliverables and prior to the final file transfer.
- 3.3. **Expenses:** All pre-approved out-of-pocket expenses, including but not limited to travel, lodging, special equipment rental, location fees, and talent fees, shall be itemized and invoiced to the Client.

All such expenses must be approved in writing by the Client in advance.

3.4. **Late Payment:** Invoices are due within fifteen (15) days of receipt. Any payments not made within this period shall accrue interest at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

3.5. **Taxes:** The Client shall be responsible for all applicable taxes, including Goods and Services Tax (GST), levied on the Services provided under this Agreement.

ARTICLE 4: CHANGES AND REVISIONS

4.1. **Change Orders:** Any request for changes to the SOW must be submitted in writing. The Producer will evaluate the request and provide a Change Order detailing the impact on the timeline, fees, and Deliverables. No change will be implemented until both Parties have signed the Change Order.

4.2. **Revisions:** The fee includes **[Number, e.g., two (2)]** rounds of reasonable revisions during the post-production phase. Additional rounds of revisions will be billed at the Producer's standard hourly rate of **[Hourly Rate, e.g., INR 4,000]** per hour. Revisions do not include changes to the scope that would require re-shooting or significant new creative work, which will require a Change Order.

ARTICLE 5: CLIENT RESPONSIBILITIES

5.1. **Cooperation:** The Client agrees to cooperate fully with the Producer and to provide all necessary information, materials (e.g., logos, brand guidelines), and access required for the timely completion of the Project.

5.2. **Approvals and Feedback:** The Client shall provide timely feedback and approvals at each milestone as specified in the SOW. Delays in providing feedback may result in a corresponding delay in the Project timeline, for which the Producer shall not be held responsible. If feedback is not received within five (5) business days of a request, the work submitted shall be deemed approved.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

6.1. **Client Ownership:** Upon full and final payment of all fees due under this Agreement, the Producer shall assign to the Client all Intellectual Property Rights in and to the final Deliverables.

6.2. **Producer's Rights:** The Producer shall retain all Intellectual Property Rights in its Pre-Existing Materials, methodologies, tools, and creative techniques. The Producer grants the Client a perpetual, worldwide, non-exclusive license to use any Pre-Existing Materials that are incorporated into the final Deliverables.

6.3. **Raw Footage:** The Client acknowledges that the Raw Footage is not part of the Deliverables. The Producer shall retain full ownership of all Raw Footage. If the Client requires access to or ownership of the Raw Footage, this must be negotiated separately for an additional fee.

6.4. **Portfolio Rights:** The Client grants the Producer a non-exclusive, perpetual, and worldwide right to display the final Deliverables, and excerpts thereof, in the Producer's professional portfolio, website, social media channels, and for other promotional or marketing purposes. The Producer agrees not to disclose any of the Client's confidential information.

ARTICLE 7: CONFIDENTIALITY

7.1. Each Party agrees to keep confidential all non-public information received from the other Party that is marked as "Confidential" or would reasonably be considered confidential ("Confidential Information"). Neither Party shall disclose such Confidential Information to any third party without the prior written consent of the other Party, except as required by law.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1. **Producer's Warranties:** The Producer warrants that (i) it has the full right and authority to enter into this Agreement; (ii) the Services will be performed in a professional and workmanlike manner; and (iii) the final Deliverables (excluding any materials provided by the Client) will not infringe upon the Intellectual Property Rights of any third party.

8.2. **Client's Warranties:** The Client warrants that (i) it has the full right and authority to enter into this Agreement; and (ii) any materials provided by the Client to the Producer for use in the Project (e.g., logos, music, images) are owned by the Client or the Client has obtained all necessary licenses for their use.

ARTICLE 9: INDEMNIFICATION

9.1. The Client shall indemnify, defend, and hold harmless the Producer and its affiliates, officers, and employees from and against any and all claims, damages, liabilities, and expenses arising from a breach of the Client's warranties, including any third-party claims of infringement related to materials provided by the Client.

ARTICLE 10: LIMITATION OF LIABILITY

10.1. To the maximum extent permitted by law, the total liability of the Producer to the Client under this Agreement for any and all claims shall not exceed the Total Fee paid by the Client to the Producer under this Agreement. In no event shall either party be liable for any indirect, incidental, special, or consequential damages.

ARTICLE 11: TERM AND TERMINATION

11.1. **Term:** This Agreement shall commence on the Effective Date and shall continue until the final Deliverables are accepted and final payment is made, unless terminated earlier as provided herein.

11.2. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party breaches a material term of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice.

11.3. **Effect of Termination:** If the Client terminates for cause, the Producer shall refund any fees paid for uncompleted work. If the Producer terminates for cause, or if the Client terminates without cause, the Client shall pay for all Services performed and expenses incurred up to the date of termination, and no refund shall be issued.

ARTICLE 12: GENERAL PROVISIONS

12.1. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts of Kolkata, West Bengal, shall have exclusive jurisdiction over any disputes arising from this Agreement.

12.2. **Dispute Resolution:** The Parties shall first attempt to resolve any dispute through good-faith negotiations. If the dispute cannot be resolved within thirty (30) days, it shall be referred to the competent courts in Kolkata.

12.3. **Independent Contractor:** The Producer is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

12.4. **Entire Agreement:** This Agreement, including Schedule A, constitutes the entire agreement between the Parties and supersedes all prior communications, understandings, and agreements.

12.5. **Assignment:** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

12.6. **Notices:** All notices shall be in writing and sent to the addresses listed at the beginning of this Agreement via email with a read receipt or by registered post.

12.7. **Force Majeure:** Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or government restrictions.

12.8. **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOR CONCEPT CUBE ("PRODUCER")

Signature

Name: [Authorized Signatory Name]

Title: [Title, e.g., Director]

Date: [Date]

FOR [CLIENT NAME] ("CLIENT")

Signature

Name: [Client's Authorized Signatory Name]

Title: [Client's Title]

Date: [Date]

SCHEDULE A

STATEMENT OF WORK (SOW)

This Statement of Work is incorporated into the Media Production Services Agreement dated **[Date]** between Concept Cube ("Producer") and **[Client Name]** ("Client").

1. Project Title: [Project Title]

2. Project ID/Number: [Internal Project Number]

3. Project Objective:

* [A brief, clear summary of what the project aims to achieve. E.g., "To create a 2-minute promotional video for the launch of the Client's new mobile app, 'App-X', for use on social media platforms."]

4. Key Personnel:

* **Producer's Project Lead:** [Name/Title]

* **Client's Primary Contact:** [Name/Title]

5. Scope of Services & Deliverables:

Phase	Description of Services	Deliverables
Pre-	Concept development, scriptwriting, storyboarding, location scouting,	Final Script, Storyboard,

Production	casting, scheduling.	Production Schedule.
Production	[Number]-day shoot at [Location(s)]. Includes crew (Director, Cinematographer, etc.), standard camera package (e.g., Sony FX6), lighting, and audio equipment.	All Raw Footage (for internal Producer use).
Post-Production	Video editing, color grading, sound design, mixing, motion graphics creation, and integration of Client-provided assets. Includes [Number] rounds of revisions.	1. Draft 1 (for review) 2. Draft 2 (after first revision round) 3. Final Draft (after second revision round)
Final Delivery	Final encoding and file transfer.	1x 2-minute video (4K UHD, H.264, MP4) 1x 30-second cut-down (1080p, MP4) 1x 15-second vertical version for social media (1080x1920)

6. Project Timeline & Milestones:

Milestone	Estimated Completion Date
Agreement Signed & Advance Paid	[Date]
Pre-Production Complete & Approved	[Date]
Production/Shooting Days	[Date(s)]
First Draft Delivered for Review	[Date]
Client Feedback on First Draft Due	[Date]
Final Deliverables Approved	[Date]
Final Payment Due & Files Delivered	[Date]

7. Assumptions & Exclusions:

* **Exclusions:** This SOW does not include: fees for professional actors, location permits, stock music licensing beyond [Budget], or 3D animation. These will be billed separately if required.

* **Assumptions:** Client will provide all brand assets (logos, fonts) in high-resolution vector format. Shoots will take place within the Kolkata metropolitan area.

8. Total Fee Breakdown:

* **Total Project Fee:** [Total Fee Amount]

* **Estimated Expenses (to be pre-approved):** [Estimated Expense Amount, if any]

AGREED AND ACCEPTED:

Producer: Concept Cube, by _____ Date: _____

Client: [Client Name], by _____ Date: _____