

# Podcast Guest Appearance IP Agreement (India)

Grants recording, publication, and repurposing rights for podcast guest appearances

## HOW TO USE THIS TEMPLATE

1. Use for every guest appearance on your podcast before recording begins.
2. Grants you rights to record, edit, publish, and repurpose guest content across all platforms.
3. The guest retains their own name, brand, and any pre-existing materials they bring.
4. Specify the scope of repurposing — clips, newsletters, social media, transcripts.
5. Keep it simple and guest-friendly — overly complex NDAs reduce guest quality.

## PARTIES

Podcast Host / Production Company	[Full name / Company name]
Podcast Name	[Name of podcast]
Guest Name	[Guest's full legal name]
Guest PAN (for payment records)	[PAN Number or N/A if no payment]
Episode Topic	[Brief description of episode topic]
Recording Date	[DD Month YYYY]
Guest Fee (if applicable)	Rs.[Amount] / No fee — appearance is voluntary
Date of Agreement	[DD Month YYYY]

## 1. RECORDING AND CONTENT

**1.1** The Guest agrees to participate in a recorded interview/discussion for the Podcast on the topic described above. The recording may be conducted by video call, in-person, or audio-only as agreed.

**1.2 Editing.** The Host may edit the recording for content, length, audio/video quality, and flow before publication. The Host shall not materially misrepresent the Guest's statements through editing.

**1.3 Approval (if agreed).** [The Guest [shall / shall not] have the right to review the edited episode before publication. If review is agreed, the Guest shall respond within [5] business days; no response shall constitute approval.]

## 2. INTELLECTUAL PROPERTY AND LICENCE

**2.1 Grant of Rights.** The Guest grants to the Host a perpetual, worldwide, royalty-free, non-exclusive licence to: (a) record the Guest's voice, image, and statements during the episode; (b) edit, produce, and publish the episode in audio and/or video format; (c) distribute the episode on all podcast platforms, streaming services, and video platforms; (d) create clips, highlights, and short-form content from the episode for social media and promotional purposes; (e) transcribe the episode and publish transcripts; (f) reference the episode in newsletters, blog posts, and promotional materials; and (g) archive the episode indefinitely.

**2.2 Guest's Own IP.** The Guest retains all rights in their own name, brand, logo, published works, and any presentation materials they share during the episode. The Host shall not use the Guest's personal brand elements (logo, trademark) for any purpose beyond attributing the episode to the Guest.

**2.3 Pre-Existing Content.** If the Guest shares pre-existing content (slides, graphics, documents) during the episode, the Guest represents that they have the right to share such content and that its use in the episode does not infringe any third-party rights.

**2.4 Attribution.** The Host shall credit the Guest by name and, where requested, link to the Guest's website or social media profiles in the episode description and show notes.

### 3. GUEST REPRESENTATIONS

**3.1** The Guest represents that: (a) they have full authority to grant the rights in Clause 2.1; (b) their participation does not violate any non-disclosure, non-disparagement, or confidentiality obligation owed to any employer or third party; (c) the content they share during the episode is accurate to the best of their knowledge; and (d) their statements do not defame any person or entity.

### 4. CONFIDENTIALITY

**4.1** Any confidential business information shared by either Party during pre-recording discussions (not forming part of the published episode) shall be treated as confidential by both Parties.

### 5. PAYMENT AND TAX

<b>Guest Fee</b>	Rs.[Amount] / No fee — voluntary appearance
<b>Payment Timeline</b>	Within [30] days of episode publication (if fee applies)
<b>TDS</b>	TDS at applicable rate. Guest to provide PAN.

### 6. GENERAL PROVISIONS

**6.1 Governing Law.** Governed by the Copyright Act 1957 and Indian Contract Act 1872.

**6.2 Entire Agreement.** This Agreement constitutes the complete agreement for this episode.

**6.3 Electronic Execution.** Electronic signatures and PDF signatures are valid and binding.

### EXECUTION

PODCAST HOST / PRODUCER	GUEST
[Name / Company Name]	[Guest Full Name]
Signature: _____	Signature: _____
Date: _____	Date: _____

#### IMPORTANT NOTE

Ensure guests confirm they are not violating any NDA or confidentiality obligation of a current or former employer before recording. Template only — not legal advice.

## EPISODE SCOPE, REPURPOSING RIGHTS, AND PROFESSIONAL STANDARDS

**7.1 Episode Scope and Subject Matter.** The episode shall focus on the topic described in the Parties section above. The Guest retains the right to decline to answer specific questions that they consider outside their area of expertise, confidential, or inappropriate for public disclosure. The Host shall share a broad outline of discussion topics before the recording date to allow the Guest to prepare adequately. Neither Party shall attempt to record the other in any context outside the agreed episode format without separate written consent.

**7.2 Scope of Repurposing Rights.** The repurposing licence in Clause 2.1 specifically includes the right to: (a) create audiogram clips of up to [120] seconds for social media; (b) quote the Guest (accurately and in context) in newsletters, blog articles, and promotional emails; (c) include the episode in compilations or 'best of' editions; (d) use the episode in media kits and press materials for the Podcast; and (e) embed the episode on websites, landing pages, and email campaigns. The Host shall not use the Guest's image or voice in advertising placements (paid ad campaigns) without separate written consent.

**7.3 Professional Standards and Guest Conduct.** Both Parties agree to conduct the episode professionally. The Host shall: (a) begin the recording on time; (b) conduct the interview with respect and without misrepresenting the Guest's statements through selective editing; (c) provide the Guest with basic technical setup guidance if the recording is remote; and (d) credit the Guest accurately in all publications and distributions. The Guest shall: (a) be prepared, punctual, and professional; (b) disclose any content that is off-the-record before speaking; and (c) not disparage the Podcast, the Host, or other guests in public forums.

**7.4 Content Correction Obligations.** If the Guest identifies any material inaccuracy in published content (including their own misstatement or subsequent change in their views), the Guest shall notify the Host, and the Parties shall agree on an appropriate correction. The Host is not obligated to remove or re-edit published episodes but shall, at minimum, add a correction note in the episode description or show notes if a material factual error is identified.

**7.5 Trademark and Brand Asset Use.** If the Guest holds registered trademarks or owns distinctive brand assets (logos, book cover designs, etc.) and requests their use in episode artwork, thumbnails, or promotional materials, such use is permitted under a limited licence for the specific episode promotion only. The Host shall not use the Guest's brand assets in any other context without separate written consent from the Guest. The Guest shall not use the Podcast's brand assets (logo, name, tagline) in the Guest's own marketing without the Host's written consent.

## EXTENDED REPURPOSING RIGHTS, COMMERCIAL USE, AND DISPUTE RESOLUTION

**8.1 Extended Commercial Repurposing.** Subject to separate written agreement, the Host may additionally: (a) use the episode content as the basis for paid online courses or educational content; (b) adapt the episode transcript into a published book, e-book, or long-form article (with the Guest's review right for sections featuring the Guest prominently); (c) use the episode in branded podcast sponsorship and advertising materials for the Podcast (not for advertising third-party products); and (d) syndicate the episode to partner media platforms or aggregators. Each of these extended uses requires the Guest's prior written consent and the Parties shall negotiate any additional compensation at that time.

**8.2 Guest's Promotion Rights.** The Guest is granted a reciprocal, non-exclusive, royalty-free licence to: (a) share the episode on their own social media channels and website; (b) embed or link to the episode on their personal or professional website; (c) reference the episode and their appearance in professional bios, CVs, and speaker profiles; and (d) include the episode in media kits and speaking proposals. The Guest shall attribute the episode to the Podcast in all such uses.

**8.3 Data Privacy and Recording Consent.** By executing this Agreement, the Guest consents to the recording of their voice and image (where video is used) for the purposes described herein. If the episode involves the incidental capture of any personal data of third parties (e.g., if the Guest discusses identifiable individuals), the Guest represents that such discussion is lawful and that the Guest has appropriate basis for making such disclosures. The Host shall handle all recording data in accordance with applicable Indian data protection law and shall not share recording data beyond what is necessary for production and distribution.

**8.4 Dispute Resolution and Governing Law.** This Agreement is governed by the Copyright Act 1957 and Indian Contract Act 1872. Disputes shall first be addressed through direct discussion between the Parties for [14] days. If unresolved, either Party may seek resolution through mediation. Given the relatively low value of most podcast disputes, the Parties agree to prefer summary proceedings in appropriate courts over full arbitration unless the dispute exceeds Rs.[5] lakhs, in which case arbitration in [City] under the Arbitration and Conciliation Act 1996 is preferred. Nothing in this clause prevents either Party from seeking urgent injunctive relief.

**8.5 Guest Safety and Emergency Protocol.** Where in-person recordings are conducted, the Host shall ensure a safe recording environment. Where remote recording is used, the Host shall provide the Guest with clear technical instructions at least [48] hours before the recording. If the Guest experiences a personal emergency during the recording, the recording shall be paused and a rescheduled date agreed upon. No additional fee penalties shall apply for genuine emergencies.