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cinemas of india

**FILM IN INDIA**

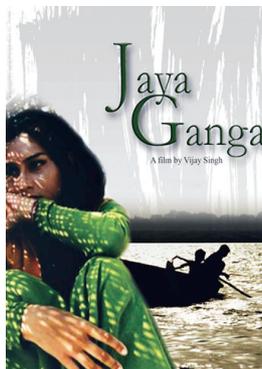
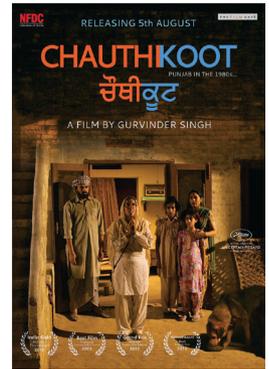
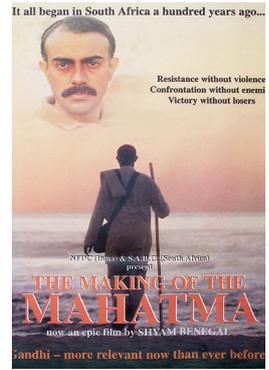
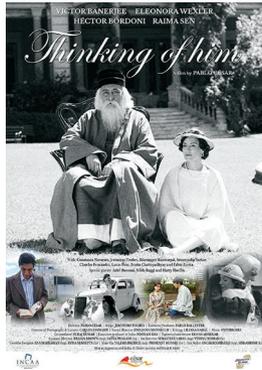
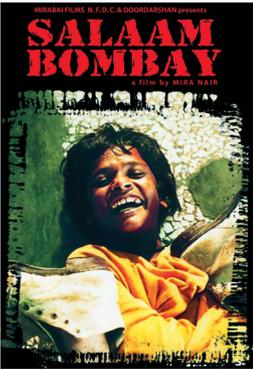
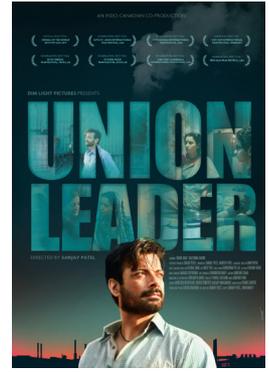
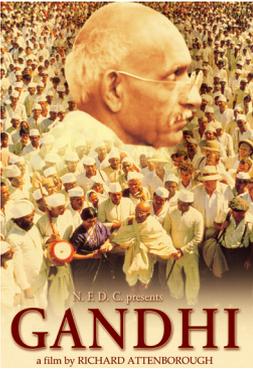


फिल्म सुविधाकरण कार्यालय  
FILM FACILITATION OFFICE

# CO-PRODUCTION AGREEMENTS BETWEEN INDIA & OTHER COUNTRIES

## **CO-PRODUCTION AGREEMENTS BETWEEN INDIA & OTHER COUNTRIES**

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## What is a Co-Production?

A co-production is a joint venture between two or more different production companies for the purpose of producing a feature film, television/web show or series and so on. In the case of an international co-production, production companies from different countries (typically two to three) work together for producing content across different media platforms.

## Who is a Co-Producer?

The producer of a film carries out several tasks like raising finance, securing talent, engaging crew, preparing budgets, sourcing locations, arranging post-production and other such activities that cover the film's journey from script to screen. There are times when it makes sense to pool resources with another producer, splitting these responsibilities in accordance with their respective expertise and resources. Where more than one producer makes a film as a collective effort in this way, it is known as a co-production and the producers are known as co-producers.

The co-producers from different countries will enter into a co-production agreement that will set out their respective rights and obligations together with their financial interest in the film. Creative control is shared between the co-producers and there is a mix of local and foreign professionals in creative positions.

## Benefits of International Co-Productions

Co-productions are an increasingly attractive option for many producers. There are many potential benefits of official co-productions, including the sharing of creative and technical resources.

- Ability to pool financial resources and share the associated financial risk
- Access to the partner government's incentives and subsidies
- Access to the partner's market and hence newer audiences and an opportunity to build a footprint for national cinema
- Access to a particular project initiated by the partner
- Access to a desired location; or to cheaper inputs
- Cultural benefits and the opportunity to learn from the partner
- Increase in the quality of production as there is access to specialized skills, a broader range of talent and equipment
- Job creation for all countries involved

## What is a Co-Production Treaty?

In the international industry, the term "Co-production" is generally used to refer specifically to a film that is

made under the umbrella of a particular governmental Co-production treaty. It is now possible for filmmakers of different countries to come together and make films under bilateral co-production agreements.

Governmental co-production treaties outline what each producer is required to bring to the table. In addition to specifying how large a percentage a nation must invest in a production's budget, they determine how much of the budget is spent in each territory that's part of the deal. Therefore, the amount of funding a country puts into a film generally returns in the form of local spending, which boosts the local industry.

Similarly, cast and crew are also permitted to enter either country subject to the fact that they comply with the relevant country's legislation relating to entry, residence and employment. To obtain Co-production status, films must comply with the Co-production Agreement (the "Treaty") between the partnering countries. Filmmakers must apply to the relevant competent authorities in both the countries for the official co-production status.

## Key Takeaways of an international coproduction

(Assuming that one of the co-producers is from India and the other from abroad)

A work shall be jointly produced by producers of two countries and a third-country producer may also participate.

It is generally agreed between the co-producers that their respective financial contributions shall be utilized towards the cost of production of the film. A detailed Finance Plan is then made out, showing the financial contributions made by each co-producer and thus signifying their rights in the exploitation of the film.

It is normally agreed between the co-producers that they shall be the joint owners of all the rights in the film in perpetuity, as per the ratio of their financial investments/contributions towards the production of the film.

For the purposes of the calculation of IPR, equity holding, Net Profits etc., the co-producers may agree at a fixed exchange rate, for conversion of Dollar/Euro into Indian Rupee.

Both co-producers shall consult with each other prior to entering into agreements with any additional co-producers or financiers, as the case may be.

All principal decisions concerning the production of the film are made jointly by the co-producers in good faith, provided that in the event of a deadlock, the decision of the majority producer normally prevails.

All rights of the film, whether now known or in the future created, shall be owned by the respective co-producers, to the extent of their financial contribution,

unless otherwise agreed by the Parties in writing. These rights will be held in perpetuity and in the territory of the entire world. The copyrights and revenue share between the producers will therefore be proportional to their contribution.

Both co-producers shall also own the derivative rights of the films i.e. rights towards production of any remake, prequel, sequel, and spin-off.

Any distributor or sales agent appointed in the domestic or international market is normally done by one of the co-producers, who may also be appointed as the Delegate Producer, subject to consent provided by the other co-producer.

The format and/or the manner in which the credits would appear in the final copy of the film would be set out by the co-producers in their Agreement. In the event an individual distributor or any third party acquires the film to distribute either for the entire Indian territory and/or overseas territory, it may require the first "presentation" credit. In such case, the co-producers may agree to receive an "In Association with" credit. It is agreed that all other additional co-producers shall be entitled to credit as "Co-Producers" as may be agreed upon between the Parties and such additional co-producers in respect of the film.

Any award for 'Best Film' shall go to the credit of the co-producers jointly along with the other additional co-producers. It may also be agreed that the prize monies and awards received anywhere in the world, may accrue only to individual artistes/ technicians/director, wherever applicable and that 100% of producers' share of prize monies is due to all producers/co-producer and these monies will be divided pari-passu.

The film shall incorporate the animated logos, still logos and credits as agreed by the co-producers and set forth in the co-production agreement. Any deviation from the credits, are as per mutually agreed terms.

The film will further have all such credits as the financing and other agreements/obligations may require.

The co-producers normally agree that they shall be jointly responsible for the creative of the film's advertising, marketing, official press releases and publicity worldwide, including that for any film festival. The sharing of expenses shall be as mutually decided by the co-producers.

Each Party shall, at its own expense, indemnify, save, and hold harmless the other Party and its successors, licensees, assigns, agents, representatives, and affiliates from and against any and all claims, demands, causes of action, obligations, liability, loss, damage, costs, and expenses (including reasonable attorneys' fees), incurred or sustained by reason of or arising out of any breach or alleged breach of any

of the warranties, representations, obligations, or agreements herein made by such defaulting Party, or from any reliance upon any such warranties, representations, obligations, or agreements.

## **Salient Features of International Audio Visual Co-Production Agreements signed by India and Various Countries**

India has co-production treaties with Bangladesh, Brazil, Canada, China, France, Germany, Israel, Italy, Republic of Korea, New Zealand, Poland, Spain and United Kingdom & Northern Ireland to enable co-creation of content and collaboration between talent. Each agreement identifies the Competent Authority for the country concerned to whom applications are made for approval as co-production. In India, the Competent Authority is the Ministry of Information and Broadcasting, Government of India.

The agreements identify who the co-producers can be, the minimum and maximum permissible share of each co-producer, possibility of co-producers from third countries, provisions for sharing of revenue, copyrights and prizes. They also provide for contribution by the co-producer of each country and incurrence of production and post-production expenses, shooting, artiste fees etc. in each country. The financial contribution (including payments in kind) from each country's co-producer(s) shall be at least 20% and shall not be more than 80% of the total production cost and a minimum of 10% from a third-country producer.

One of the key benefits of producing officially under the framework of the treaty is that the co-production is treated exactly like a national film and is thus fully entitled to all the benefits and privileges, which are or may be accorded to national films, by each of the Parties under their respective national laws.

The majority co-producer shall normally enter co-produced films in international festivals as a co-production. Audiovisual works produced on the basis of equal contributions shall be entered as an Audiovisual work of the country, where the Director is from. However, either of the co-producers may make the co-produced film accessible to international film festivals by notifying the other co-producer in advance.

Prizes, grants, incentives and other distinctions granted for the co-production shall be divided between the co-producers in accordance with the terms of the co-production contract and the laws in force in both States.

Unless the administrative authorities agree otherwise, all work on the film, including studio and post production work, shall be carried out in India or the foreign country that has signed the treaty with India or in the country of the third-party co-producer. The same must be set out in the co-production agreement.

Every producer including the third country producer shall ensure existence of a distribution or broadcasting commitment in each other's territory unless an alternative channel is allowed by administrative authorities. This assures distribution of the film in the home and international market.

Any dispute arising under this Treaty shall be settled consensually through consultation and negotiation between the countries.

### Who to Approach

Filmmakers desirous of shooting their films, Television and Web shows/series in India and under an official co-production treaty, may contact –

**Film Facilitation Office**  
**Ministry of Information & Broadcasting**  
**National Film Development Corporation Limited**  
**4th Floor, Sochna Bhavan, Phase – 1, C.G.O. Complex**  
**Lodhi Road, New Delhi – 110 003**  
**91 11 2436 7338**  
**ffo@nfdcindia.com**

If you propose to shoot your film as a co-production, a copy of the agreement between your company and the Indian party indicating the role of each party, its responsibilities and liabilities, must accompany the application.

### Films Co-produced under the International Audio-Visual Co-Production Treaties signed by India

Union Leader (Indo – Canadian)  
Extraordinary Journey of a Fakir (Indo – French)  
Sir (Indo – French).  
Qissa (Indo – German)  
The Lunchbox (Indo – German & Indo – French)  
Arunoday (Indo – French)

### Films Co-produced with International Partners

Gandhi  
Salaam Bombay  
Making of Mahatma  
Jaya Ganga  
Dance of The Wind  
Chauthi Koot  
Xuan Zang  
Thinking of Him

**BANGLADESH**

# Audio-Visual Co-Production Agreement Between The Republic Of India And The People's Republic Of Bangladesh

Government of The Republic of India and the Government of the People's Republic of Bangladesh (hereinafter referred to as the "the Parties")

SEEKING to improve cooperation between the two countries in the audiovisual field and aware of the contribution which co-production can make to the development of the audiovisual industry.

DESIROUS of promoting and facilitating the co-production of films between the two countries, and the development of their cultural and economic exchanges and immediate Co-Production of a "Documentary Film on Bangladesh Liberation War in 1971".

CONVINCED that these exchanges shall contribute to improving relation and economic exchanges between the two countries

HAVE AGREED AS FOLLOWS –

## Article 1

### Definitions

In this Agreement, unless the Agreement otherwise requires –

1. A co-production is a film including feature film, documentary, and animation film irrespective of length, for exploitations in cinemas, televisions or any other forms of distributions, jointly invested in and produced by co-producers made in accordance with the terms of recognition given by the competent authorities of India and Bangladesh under this Agreement. New forms of audio-visual production shall be included in the present Agreement by exchange of notes between the Parties.
2. "Competent Authorities" shall be
  - (i) On behalf of the Government of the Republic of India, Ministry of Information and Broadcasting; and
  - (ii) On behalf of the Government of the People's Republic of Bangladesh, Ministry of Information.
3. The term "Co-producer" means a person who is a citizen of the Republic of India or the People's Republic of Bangladesh, or a legal entity based in the territory of either country who is authorized to enter into co-production contracts with a view to organising, carrying out and co-financing film production;

## Article 2

Recognition as a National Film and Entitlement to Benefits

1. A co-production film shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws.
2. These films shall be entitled to claim all state support and benefits available to the film and video industries and the privileges granted by the provisions in force in the respective countries.

## Article 3

### Temporary Entry into the Country

1. Each Party shall permit, in accordance with their respective legislation(s), temporary import and export of any equipment necessary for the production of an approved audio-visual co-production.
2. Each Party shall permit any person employed in the making of promotion of an approved co-production to enter and remain in the co-producing countries, as the case may be, during the making or promotion of the film, subject to the requirement that they comply with the respective country's legislation relating to entry, residence and employment.

## Article 4

### Participants

1. The persons participating in the production of a film shall fulfill the following requirements –
  - (a) As regards the Republic of India, they shall be –
    - (i) Nationals/Citizens of the Republic of India or
    - (ii) entities which are established and/or incorporated in India
  - (b) As regards the People's Republic of Bangladesh, they shall be-
    - (i) Nationals/Citizens of the People's Republic of Bangladesh or
    - (ii) entities which are established and/or incorporated in Bangladesh.
2. Participants in the co-production as defined in sub paragraphs (a) and (b) of 1 must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
3. Should the film so require, the participation of professionals who are not citizens of any of the co-producing countries may be permitted, but

only in exceptional circumstances, and subject to the approval of the competent authorities of both the countries.

## Article 5

### *Contribution*

Notwithstanding the provisions of this Agreement and in the interest of bilateral co-productions, even those films which are produced in one of the two countries and where the minority contribution is limited to financial investment, may be granted co-production status according to the co-production agreement. In such a case, the minority contribution may not be less than 20% (twenty per cent) of the final total cost of the film.

## Article 6

### *Conditions for obtaining Co-production status*

1. Co-productions shall require, prior to the commencement of shooting, approval of the Competent Authorities of both countries.
2. Approvals granted under their respective national laws, shall be in writing and shall specify the conditions under which the approval is granted. None of the co-producers shall be linked by common management partnership or control, save to the extent that such links are inherent in the making of the Audiovisual Co-production itself.
3. In considering proposals for the making of an Audiovisual Co-production, both Competent Authorities shall apply the rules and principles set out in this Agreement as well as in its Annexure, with due regard to their respective policies and guidelines.
4. The Annexure shall also include rules of procedures on –
  - (a) the granting of approvals of an application for Approved Co-production status;
  - (b) the withdrawal of Approved Co-production status;
  - (c) any other matters that the Parties consider desirable.
5. The Annexure shall include provision as to the criteria for measuring mutual benefits.
6. The Annexure shall come into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.
7. In determining an application made to it, a Competent Authority shall apply these requirements in accordance with guidelines published by the Competent Authority under this Article.

8. Each Competent Authority may from time to time publish guidelines consisting of such information and advice as it considers appropriate with respect to –
  - (a) how applications are to be made to the Competent Authority; and
  - (b) the operation and interpretation of this Agreement
9. Such guidelines shall, in particular, set out –
  - (a) how the Competent Authority proposes to make decisions on applications for the grant of Approved Co-production status, and
  - (b) factors it will take into account while exercising any discretion conferred on it by this Agreement.
10. Nothing in this Agreement binds the competent authorities in the territories of the Parties to permit the public exhibition of a film, which has been granted Approved Co-production status.

## Article 7

### *Film Negatives and Languages*

1. The original soundtrack of each Audiovisual Co-production shall be made in Hindi, or Bangla, or in any other Indian language or dialect, or in English or in any combination of those permitted languages. Dialogue in other languages may be included in the Audiovisual Co-production, as the script requires.
2. The dubbing or subtitling into one of the permitted languages of the Republic of India or Bangla shall be carried out in the Republic of India, or in the People's Republic of Bangladesh. Any departure from this principle must be approved by the competent authorities.

## Article 8

### *Minority and majority contribution in the case of multilateral co-productions*

Subject to the specific conditions and limits laid down in laws and regulations in force in the Parties, in the case of multilateral co-productions, the minority contribution may not be less than 10% (ten per cent) and the majority contribution may not exceed 70% (seventy per cent) of the total cost of the film.

## Article 9

### *Balanced contribution*

1. A general balance should be maintained with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction).
2. The Joint Commission, established in terms of this Co-production Agreement, shall carry out a review to see whether this balance has been maintained and, if this is not the case, shall

take measures, which it considers necessary in order to re-establish such a balance.

## Article 10

### *Joint Commission*

1. The Joint Commission shall comprise representatives from Governments of both Parties and from the film industry of both Parties.
2. The role of the Joint Commission shall be to supervise and review the implementation and operation of this Agreement and to make any proposals considered necessary to improve the implementation of the Agreement.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties within three months of such a request.

## Article 11

### *Entry in International Film Festivals*

1. The majority co-producer shall normally enter co-produced films in international festivals as a co-production.
2. Films produced on the basis of equal contributions shall be entered as a film of the country of which the director is a national, provided that the director is not from a third country in which case the film shall be submitted as a film of the country of which the lead actor is a national, subject to the agreement of the competent authorities of both Parties.

## Article 12

### *Credits*

A co-production film and the promotional materials associated with it shall include either a credit title indicating that the film is “an official Indian-Bangladesh Co-production” or “an official Bangladesh- Indian Co-production”.

## Article 13

### *Amendment*

This Co-production Agreement may be amended by the mutual written consent of the Parties through the exchange of notes between the Parties through the diplomatic channel.

## Article 14

### *Settlement of Disputes*

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation between the Parties.

## Article 15

### *Entry into Force, Duration and Termination of the Agreement*

1. The present Agreement shall come into effect

from the date of its signature and shall continue to be in force for 5 years, unless either Party terminates the present Agreement by giving a written notice of its intention to terminate it to the other Party at least six (6) months in advance and may be renewable with the consent of both parties.

2. Termination of the present Agreement shall not affect the implementation of the projects, which are already in progress under the present Agreement and shall be continued in accordance with the terms and conditions of the Agreement.
3. The Annexure of this Agreement shall be an integral part of this Agreement.
4. IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Agreement.

Done at New Delhi on this 8th day of April 2017 in two originals in the English language.

For the Republic of India For the People's Republic of Bangladesh

Foreign Secretary

Secretary, Ministry of Information

## ANNEXURE

### *Procedures*

#### *General Provisions*

Applications for any benefits under this Agreement in aid of any co-production must be submitted simultaneously to the Competent Authorities at least sixty (60) days before filming begins. The Competent Authorities of the country of which the majority co-producer or another co-producer indicated by the co-producers is a citizen shall convey their decision to the Competent Authorities of the other country within thirty (30) days of the submission of the complete documentation listed below. Again within thirty (30) days, the Competent Authorities of the other country shall convey their decision to the Competent Authorities of the first country and to the co-producer appointed by the co-producers.

Applications should be supported by the following documents in the official language of both countries –

1. Final version of the script.
2. Evidence of the lawful acquisition of the copyright necessary to a given co-production,
3. A signed copy of a co-production contract concluded between co-producers, which should contain –

- a) The title of the co-production,
  - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources,
  - c) The name of the director,
  - d) A synopsis,
  - e) A budget plan,
  - f) A financial plan, stating the financial input of the co-producers,
  - g) A clause defining the division of revenues and markets,
  - h) A clause setting forth a share in the copyright in proportion to the input of individual co-producers, as per intellectual property (IP) right laws.
  - i) A clause describing what to do if the budget is exceeded,
  - j) A clause describing the measures to be taken if one of the co-producers does not discharge its obligations,
  - k) A clause setting forth the rules governing financial settlements if any co-producer fails to provide the financial contribution agreed upon in the co-production contract,
  - l) A clause confirming that the acceptance of a co-production does not imply any production will be distributed in the Parties,
  - m) A clause obligating the majority co-producer to take out an insurance policy providing cover at least against "all production risks" and "all production risks connected with original materials."
  - n) The date on which filming commences.
  - o) Release of the Co-production film must be done on the same date in the contracting countries.
4. The distribution agreement, if such an agreement has already been concluded,
  5. A detailed budget, showing the expenditures to be incurred by the co-producers in each country.
  6. A single account for each co-produced film must be maintained to handle all financial issues including repatriation of the revenue or proceeds generated.
  7. Remuneration of the technical persons should be equal and non-discriminatory.

## IMPORTANT PROVISIONS FOR INDIAN PARTY

In addition, an application addressed to the Indian Ministry of Information and Broadcasting (MIB), should be accompanied by four copies of the screenplay and film synopsis together with a processing fee of US\$ 225 payable to Pay & Accounts Officer, Ministry of Information & Broadcasting or for the amount as may be revised from time to time.

If the film is to be shot wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the Republic of Bangladesh and Ministry of Information & Broadcasting with the following information –

1. Details of any non-Indian members of the film crew – names, passport numbers and expiry dates, country which issued the passport, nationality, permanent and temporary address.
2. An accurate description of the shooting locations and the film crew's travel plans.
3. A description of the cinematographic equipment and quantity of film to be brought in to the Republic of India temporarily.

Within three weeks of receipt of the required set of documents, the Ministry of Information & Broadcasting will send the appropriate filming permit to all co-producers and the Competent Authorities in the other country. A longer period for issuing the filming permit may be required if filming is to take place in some restricted areas.

Permission to film in the Republic of India may be dependent upon the following conditions –

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay.
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information & Broadcasting.
3. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
4. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the People's Republic of Bangladesh before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew – at the expense of the Government of the Republic of India.

## **IMPORTANT PROVISIONS FOR BANGLADESH PARTY**

In addition, an application addressed to the Ministry of Information, Government of the People's Republic of Bangladesh should be accompanied by four copies of the screenplay and film synopsis together with a processing fee of US\$ 225 payable to relevant Officer in the Ministry of Information or for the amount as may be revised from time to time.

If the film is to be shot wholly or partly in the People's Republic of Bangladesh, the co-producers must provide the Bangladesh High Commission in India and Ministry of Information with the following information –

1. Details of any non-Bangladeshi members of the film crew – names, passport numbers and expiry dates, country which issued the passport, nationality, permanent and temporary address.
2. An accurate description of the shooting locations and the film crew's travel plans.
3. A description of the cinematographic equipment and quantity of film to be brought in to the People's Republic of Bangladesh temporarily.

Within three weeks of receipt of the required set of documents, the Ministry of Information will send the appropriate filming permit to all co-producers and the Competent Authorities in the other country. A longer period for issuing the filming permit may be required if filming is to take place in some restricted areas.

Permission to film in the People's Republic of Bangladesh may be dependent upon the following conditions –

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay.
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, Ministry of Commerce, Ministry of Home Affairs etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information.
3. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
4. In particular cases, a film may have to be presented to a representative of the Government of the People's Republic of Bangladesh or to the Bangladesh High Commission in the Republic of India before it can be shown anywhere in the

world. Also in particular cases, a liaison officer may be assigned to a film crew – at the expense of the Government of the People's Republic of Bangladesh.

## **CONCLUDING PROVISIONS**

The Competent Authorities may ask for any additional documents or information which they consider essential in order to consider an application for a co-production.

The final screenplay (with script) should be presented to the Competent Authorities prior to the start of filming.

Amendments, including a change of co-producer, may be made to the original co-production contract. However, any amendments must be submitted to the Competent Authorities for approval before the co-production is completed. A change of co-producer is permissible only in exceptional circumstances, and for reasons considered by the Competent Authorities to be satisfactory. The Competent Authorities shall inform each other of the decisions they have reached.

**BRAZIL**

# Agreement Between The Government of The Republic of India And The Government of The Federative Republic of Brazil on Audio Visual Co-Productions

The Government of the Republic of India and the Government of the Federative Republic of Brazil (hereinafter referred to as “the Contracting Parties”)

Seeking to enhance co-operation between their two countries in the audio-visual area;

Desirous of expanding and facilitating the co-production of audio-visual works, which may be conducive to the development of the film and audio-visual industries of both countries and to the expansion of cultural and economic exchanges between them;

Convinced that these exchanges will contribute to the enhancement of relations between the two countries;

Have agreed as follows –

## Article 1

### *Definitions*

For the purposes of this Agreement

1. “Audiovisual Co-production” means an audiovisual work jointly invested in and produced by one or more Brazilian co-producers and one or more Indian co-producers under a project approved by both Competent Authorities.
2. “Audiovisual Work” means any record of a sequence of related images, irrespective of length, which is intended to be made visible as a moving image through the use of devices, regardless of the medium of initial or subsequent fixation, and for which there is an expectation for public exhibition. It includes films and video recordings, animation and documentary productions for exploitation in theatres, on television, DVD or by any other form of distribution. New forms of audiovisual production shall be included in the present agreement by exchange of Notes between the Contracting Parties.
3. “Co-producer” shall be –
  - a. As regards the Republic of India –
    - i. Nationals/citizens of the Republic of India;
    - ii. Permanent residents of India; and
    - iii. Entities which are established and/or incorporated in India.
  - b. As regards the Federative Republic of Brazil –
    - i. Nationals/citizens of the Federative Republic of Brazil;

- ii. Permanent residents of Brazil; and
  - iii. Entities which are established and/or incorporated in Brazil.
4. “Competent Authority” means –
  - a. On behalf of the Federative Republic of Brazil, the Ministry of Culture; and
  - b. On behalf of the Republic of India, the Ministry of Information and Broadcasting.

## Article 2

### *Benefits*

1. An Audiovisual Co-production shall be treated as a national Audiovisual Work by both Contracting Parties and, therefore, shall be fully entitled to all the benefits which are or may be accorded to national audiovisual works by each of the Contracting Parties under their respective national laws.
2. Any benefits available in Brazil may only be accorded to a Brazilian Co-producer.
3. Any benefits available in India may only be accorded to an Indian Co-producer.
4. The sharing of expenses and revenues shall be as mutually decided by the Co-producers.

## Article 3

### *Approval of Projects*

1. Audiovisual Co-productions shall require, prior to the commencement of shooting, approval of both the Competent Authorities.
2. Approvals are granted under their respective national laws, shall be in writing and shall specify the conditions upon which the approval is granted. None of the co-producers shall be linked by common management, ownership or control, save to the extent that such links are inherent in the making of the Audiovisual Co-production itself.
3. In considering proposals for the making of an Audiovisual Co-production, both Competent Authorities shall apply the rules and principles set out in this Agreement as well as in its Annex, with due regard for their respective policies and guidelines.

## Article 4

### *Contributions*

1. For each Audiovisual Co-production –
  - a. The performing, technical, craft and creative participation of the Co-producers;

- b. The production expenditure of the Co-producer in the Republic of India or in the Federative Republic of Brazil shall be in reasonable proportion to their respective financial contributions and as mutually decided by both the Co-producers.
2. Both the financial contribution, and the managerial, performing, technical, craft and creative participation of each Co-producer shall account for at least 20% (twenty per cent) of the total budget of the Audiovisual Co-production.
  3. Notwithstanding the contribution and participation rules set out in paragraphs 1 and 2 of this Article, in exceptional cases both Competent Authorities may approve Audiovisual Co-productions where –
    - a. The contribution by one Co-producer is limited to the provision of finance only, in which case the proposed finance-only contribution shall be 20% (twenty per cent) or more of the total budget of the Audiovisual Co-production; or
    - b. Despite falling outside the contribution rules, the Competent Authorities consider that the project would further the objectives of this Agreement and should be approved accordingly.
  4. Subject to the specific conditions and limits laid down in laws and regulations in force in the Contracting Parties, in the case of multilateral co-productions the minority contribution may not be less than 10% (ten per cent), and the majority contribution may not exceed 70% (seventy per cent) of the total cost of the Audiovisual Work.
    - a. As regards the Republic of India,
      - i. Nationals/citizens of Republic of India; and
      - ii. Permanent residents of India.
    - b. As regards the Federative Republic of Brazil,
      - i. Nationals/citizens of the Federative Republic of Brazil; and
      - ii. Permanent residents of Brazil.
    - c. In cases in which there is a third co-producer,
      - i. Nationals/citizens of the third co-producer's country; and
      - ii. Permanent residents of the third co-producer's country.
  2. Participants in an Audiovisual Co-production as defined in this Article must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
  3. In exceptional cases, both Competent Authorities may approve Audiovisual Works
    - a. Where script or financing dictate the engagement of performers from other countries; and
    - b. Where artistic or financing reasons dictate the engagement of technical personnel from other countries.

## Article 5

### *Third Country Co-Productions*

1. Where either the Republic of India or the Federative Republic of Brazil maintains with a third country an Audiovisual Co-production agreement, the Competent Authorities may approve a project for an Audiovisual Co-production under this Agreement that is to be made in conjunction with a co-producer from that third country.
2. Approvals under this Article shall be limited to proposals in which the contribution of the third country co-producer is no greater than the lesser of the individual contributions of the Brazilian and Indian Co-producers.

## Article 6

### *Participants*

1. The screenwriters, the director, actors and other artistic and technical personnel participating in an Audiovisual Co-production shall be –

## Article 7

### *Negatives, First-Release Print and Languages*

1. At least one negative and one duplicate negative shall be made of all Audiovisual Co-productions. Each Co-producer shall be entitled to make a further duplicate or prints there from. Each Co-producer shall also be entitled to use the original negative in accordance with the conditions agreed upon between the Co-producers themselves. The storage of the original negative shall be as mutually decided by the Co-producers.
2. Audiovisual Co-productions shall be made and processed up to the manufacture of the first release print in the Republic of India or in the Federative Republic of Brazil or, when there is a third co-producer, in that third co-producer's country.
3. The original soundtrack of each Audiovisual Co-production shall be made in Hindi, or any other Indian language or dialect, or in English or Portuguese, or in any combination of those permitted languages. Dialogue in other languages may be included in the Audiovisual Co-production, as the script requires.

4. The dubbing or subtitling into one of the permitted languages of the Republic of India or into Portuguese shall be carried out in the Republic of India or in the Federative Republic of Brazil. Any departure from this principle must be approved by the Competent Authorities.

## Article 8

### *International Festivals*

1. The majority Co-producer shall normally enter Audiovisual Co-productions in international festivals.
2. Audiovisual works produced on the basis of equal contributions shall be entered as an Audiovisual Work of the country which the director is from.

## Article 9

### *Location Shooting*

1. The Competent Authorities may approve location shooting in a country other than those of the participating co-producers.
2. Notwithstanding Article 6, where location shooting is approved in accordance with the present Article, citizens of the country in which location shooting takes place may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

## Article 10

### *Credits*

An Audiovisual Co-production shall include a title, in the initial credits, indicating that the Audiovisual Work is an "Official Indian – Brazilian Co-Production" or an "Official Brazilian – Indian Co-Production". The promotional material associated with the audiovisual work shall likewise include a credit reflecting the participation of the Republic of India, the Federative Republic of Brazil and, when relevant, the country of a third co-producer.

## Article 11

### *Temporary Entry into the Country*

1. For approved Audiovisual Co-productions, each Contracting Party shall facilitate, in accordance with the domestic law in force in its country –
  - a. Entry into and temporary residence in its territory for technical and artistic personnel of the other Contracting Party;
  - b. The import into and export from its territory of technical and other film making equipment and materials by producers of the other Contracting Party; and
  - c. The transfer of funds destined for payments related to the audio-visual co-productions.

2. These dispositions also apply to third parties, approved under Article 5 of the present agreement.

## Article 12

### *Joint Commission*

1. A Joint Commission shall be established comprising representatives of the Competent Authorities from both Contracting Parties.
2. The role of the Joint Commission shall be to evaluate the implementation and operation of this Agreement and to make any proposals considered necessary to improve the effect of the Agreement.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Contracting Parties within six months of such a request.

## Article 13

### *Entry into Force*

1. This Agreement shall enter into force on the date of the second notification between the Contracting Parties, through diplomatic channels, conveying that the requirements for the entry into force of this Agreement have been satisfied.
2. This Agreement including the Annex, which forms an integral part of this Agreement, shall remain in force for an unlimited period of time, unless terminated in terms of paragraph 3 of this Article.
3. Either Contracting Party may terminate this Agreement by giving six months' written notice in advance of such intention to the other Contracting Party through the diplomatic channel.
4. Termination of this Agreement shall have no effect on the completion of Audiovisual Co-productions approved prior to its termination.

## Article 14

### *Permission for Public Exhibition*

1. Permission for public exhibition will be in accordance with local laws in both India and Brazil.
2. The approval of Co-production status under this Agreement will not mean a commitment to permit public exhibition of the Audiovisual Co-production.

## Article 15

### *Amendment*

1. This Agreement may be amended by mutual consent of the Contracting Parties through the exchange of notes between the Contracting Parties through diplomatic channel.

## Article 16

### *Dispute Resolution*

Any dispute between the Contracting Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation only.

DONE at New Delhi, on the 4th of June, 2007, in two originals in Hindi, Portuguese, and English, each version being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the Republic of India

For the Government of the Federative Republic of Brazil Annexure to Agreement between the Government of the Republic of India and the Government of the Federative Republic of Brazil on Audio Visual Co-Productions (Rules of procedure for applications for approval of co-production status under this agreement)

## Annex

1. Applications for qualification of an Audiovisual Work for co-production benefits under this Agreement must be made simultaneously to both Competent Authorities at least 60 (sixty) days before shooting begins.
2. The Competent Authority of one of the Contracting Parties shall communicate their decision to the other Competent Authority within thirty (30) days of the submission of the complete documentation.
3. The approval process under Article 3 of this Agreement shall comprise of approval prior to commencement of shooting of the Audiovisual Work.
4. Documentation submitted in support of an application shall consist of the following items, drafted in English in the case of India and in Portuguese in the case of Brazil –
  - a. The final script and synopsis
  - b. Documentary proof of having legally acquired the copyright to produce and exploit the Audiovisual Work.
  - c. A copy of the co-production contract signed by the Co-producers. The contract shall include –
    - i. The title of the co-production;
    - ii. The name of the original script writer or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs shall be attached;
    - iii. The name of the director (a substitution clause is permitted to provide for his/her replacement if necessary);

- iv. The budget, identifying the expenses to be incurred by each Co-producer;
- v. The financing plan;
- vi. A clause establishing the sharing of revenues, markets, media or a combination of these;
- vii. A clause detailing the respective shares of the co-producers in any over expenditure; the minority co-producer's share may be limited to a lower percentage or to a fixed amount, provided that the minimum proportion permitted under Article 4 of the Agreement is respected;
- viii. A clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in India will grant a license to permit public exhibition of the Audiovisual Work;
- ix. A clause prescribing the measures to be taken where –
  - (a) After full consideration of the case, the Competent Authorities in either country refuse to grant the benefits applied for;
  - (b) Either one or the other Contracting Party fails to fulfil its commitments.
  - (c) The period when shooting is to begin;
  - (d) A clause stating that the majority Co-producer shall take out an insurance policy covering at least "all production risks" and "all original material production risks"; and
  - (e) A clause providing for the sharing of the ownership of copyright on a basis that it is proportionate to the respective contributions of the Co-producers.
5. The distribution contract, if it has already been signed, or a draft if it has yet to be concluded.
6. A list of the creative and technical personnel indicating their nationalities.
7. The production schedule.
8. Final shooting script.
9. The Competent Authorities can demand any further documents and all other additional information deemed necessary.
10. Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the Competent Authorities before the Audiovisual Co-production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to the Competent Authorities.

CANADA

# Audiovisual Co-Production Agreement Between the Government of the Republic of India and the Government of Canada

The Government of the Republic of India and the Government of Canada (The “Parties”),

**Recognizing** that quality audiovisual co-productions contribute to the vitality of the audiovisual industries of the Parties and to the development of their economic and cultural exchanges;

**Appreciating** that cultural diversity is nurtured by ongoing exchanges and interaction between cultures and that it is strengthened by the free flow of ideas;

**Recalling** that, in pursuit of international cooperation, the UNESCO Convention on the Protection and Promotion of Diversity of Cultural Expressions, done at Paris on October 20, 2005, encourages the conclusion of co-production agreements as a means to promote international cooperation;

**Agreeing** that these exchanges will enhance relations between the Parties;

**Recognizing** that these objectives may be achieved by granting domestic benefits to qualified audiovisual co-productions;

**Have agreed as follows –**

## Article 1

### *Definitions*

For the purposes of this Agreement –

- (a) “administrative authority” means, for each Party, the authority which administers the application of this Agreement;
- (b) “audiovisual means” film, television, and video projects made on any production support, existing or future, for any distribution platform intended for viewing;
- (c) “Canadian elements” are expenditures made in Canada by the Canadian producer or expenditures on Canadian creative and technical personnel made in other States by the Canadian producer in the course of the production of a work;
- (d) “competent authority” means, for each party, the delegated authority responsible for the negotiation and implementation of this Agreement;
- (e) “distribution or broadcasting” means the public exhibition or showing of an audiovisual work;
- (f) “Indian elements” are expenditures made in India by the Indian producer or expenditures on Indian creative and technical personnel made in other States by the Indian producer in the course of the production of a work;

- (g) “national” means a natural or legal person having a legal relationship which connects that person to a State and which confers to that person, under the law of that State, the right to benefit from the application of the relevant provisions of this Agreement;
- (h) “non-party” means a State which does not have a co-production Agreement or memorandum of Understanding with either Party;
- (i) “producer” means a national managing the production of a work;
- (j) “third-country” means a State which has a co-production Agreement or memorandum of Understanding with at least one of the Parties;
- (k) “work” means an eligible audiovisual work to be subsequently recognized as an official co-production by each Party and includes every version thereof.

## Article 2

### *General Conditions*

1. A party shall treat every work as its own production, and to that extent, make it eligible for the same benefits as those available to its audiovisual industries.
2. Each Party shall grant the benefits referred to in paragraph 1 to the producers of a work who are its own nationals.
3. Each Party shall strive to achieve overall balance on the financing of works co-produced over a period of five years.

## Article 3

### *Participating Producers*

1. A work shall be jointly produced by producers of both Parties.
2. In addition to producers of Canada and India, third-country producers may also participate in a work.

## Article 4

### *Proportionality*

1. The share of work expenditures spent on Canadian elements and on Indian elements respectively shall be in reasonable proportion to the producers’ respective financial contribution.
2. The administrative authorities may, by mutual consent in writing, recommend exemptions from paragraph 1, notably for storyline and creative purposes.

## Article 5

### *Nationality Of Participants*

1. Subject to paragraph 2, a participant in a work shall be a national of one of the Parties.
2. The administrative authorities may by mutual consent in writing grant exemptions from paragraph 1 notably to allow third-country nationals or non-party nationals to participate in a work for storyline, creative, or production purposes.

## Article 6

### *Temporary Entry And Residence*

Subject to the Parties' respective legislation and regulations, the Parties shall facilitate the following –

- (a) The temporary entry into and residence in their respective territories of the creative and technical personnel and the performers engaged by the producer of the other Party for the purposes of the work;
- (b) The temporary entry and re-export of any equipment necessary for the purposes of the work.

## Article 7

### *Copyright*

The Parties shall ensure that the sharing of copyright and revenues between the producers is, in principle, proportional to their respective financial contribution in accordance with the respective requirements of the Parties.

## Article 8

### *Distribution*

1. Each Party shall verify that its producer demonstrates the existence of a distribution or broadcasting commitment in each other's territory and, if third-country producers are involved in the work, in the territory of each of the third-country producers.
2. The administrative authorities may by mutual consent in writing, accept an alternative distribution commitment in lieu of the commitment described in paragraph 1, provided that the producers of a work demonstrate that this alternative commitment exists.

## Article 9

### *Material Changes*

Each Party shall ensure that its producer promptly advises its administrative authority of any material change to a work that may affect its qualification for benefits under this Agreement.

## Article 10

### *Communication*

Each competent authority shall promptly advise the other of any amendment or judicial interpretation of domestic law that may affect benefits available under this Agreement.

## Article 11

### *Status of Annex*

1. The Annex to this Agreement is for administrative purposes and is not part of this Agreement.
2. The Annex may be modified by the competent authorities by mutual consent in writing, provided that the modifications do not conflict with this Agreement.

## Article 12

### *Meetings and Amendments*

1. Meetings will be held as needed between representatives of the competent authority of each Party, to discuss and review the terms of this Agreement.
2. The Parties may amend this Agreement by mutual consent in writing. The amendments shall enter into force on the date of the last written notification that domestic procedures necessary for the entry into force have been completed by the Parties.

## Article 13

### *Transitional Provision*

A Party shall not discontinue benefits conferred on a work pursuant to this Agreement for a period of two years following the termination of this Agreement.

## Article 14

### *Settlement Of Disputes*

Any dispute arising out of the interpretation, application or implementation of any provisions of this Agreement shall be settled consensually through consultation and negotiation between the Parties.

## Article 15

### *Entry Into Force*

1. Each Party shall notify the other Party in writing of the completion of its internal procedures required for the entry into force of this Agreement. This Agreement shall enter into force on the first day of the first month following the later notification.
2. This Agreement shall remain in force for a period of five years from the date of entry into force.
3. Subject to paragraph 4, this Agreement shall renew automatically at the end of five years from the date of entry into force and at the end of every subsequent five-year period.

4. A Party may give notice to the other Party in writing of its intention to terminate this Agreement. This notice shall be given no less than six months before the end of the fifth year following the entry into force, or before the end of any subsequent five-year period, in which case this Agreement shall terminate at the end of that five-year period.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

Done at ----- on the ----- day of -----  
----- 201----- in duplicate, in the English, French and Hindi languages, each version being equally authentic.

For and on Behalf of the Government of the Republic of India

For the Government of the Canada

## Annex

This Annex is for administrative purposes and is not part of the *Audiovisual Co-production Agreement between the Government of the Republic of India and the Government of Canada* (the "Agreement").

### 1. Definitions

Unless otherwise specified, the definitions of the Agreement apply.

For the purposes of this Annex –

"dubbing" means the production of any version in a language other than the original language or languages of the work-

### 2. Financial Contribution By Producers

- (a) The financial contribution of the producers of each Party will be decided by arrangement between the producers, and will be between 20 percent and 80 percent of the total production budget of the work.
- (b) The third-country producer(s) involved in a multi-party work will contribute a minimum of 10 percent of the total production budget of that work.

### 3. Creative And Producers Technical Contribution By Producers

- (a) The creative and technical contribution of the producers will be in reasonable proportion to their respective financial contribution, and in accordance with the requirements of the respective parties.
- (b) The creative and technical contribution of each third country producer involved in the work will be in reasonable proportion to their respective financial contribution.

- (c) The Parties, through their administrative authorities may by mutual consent in writing recommend exemptions from paragraphs (a) and (b), notably for storyline and creative purposes.

### 4. Location And Technical Services

- (a) Subject to paragraph (b), a work will be shot in the territory of either Party and may also be shot in the territory of a third-country producer.
- (b) The administrative authorities may, by mutual consent in writing, allow a work to be shot in the territory of a third country or a non-country for storyline and/or creative reasons.
- (c) All or part of the technical services of a work will be provided in the territory of either party or in the territory of a third-country producer.

### 5. Dubbing

- (a) Subject to paragraph (b), all dubbing services will be performed in the territory of one of the Parties or of a third-country producer.
- (b) Where a producer can reasonably demonstrate that the necessary capacity does not exist in the territory of either Party or of a third-country producer, the administrative authorities may by mutual consent allow the dubbing to be performed elsewhere.

### 6. Modification

The provisions of this Annex may be modified by mutual consent in writing of the competent authorities provided that these modifications do not conflict with the Agreement.

CHINA

# Agreement on Audio Visual Co-Production Between Ministry of Information and Broadcasting of the Republic of India and State Administration of Press, Publication, Radio, Film and Television of the people's Republic of China

Agreement The Ministry Of Information And Broadcasting Of The Republic Of India And The State Administration Of Press, Publication, Radio, Film And Television Of The People's Republic Of China Hereinafter Referred To As The 'Contracting Parties'.

CONSIDERING that it is desirable to establish a framework for the development of their audio visual co-productions –

CONSCIOUS that quality co-productions can contribute to the further expansion of the audio visual production and distribution of both countries as well as to the development of their cultural and economic exchanges;

CONVINCED that these exchanges will contribute to the enhancement of relations between the two countries in the audio visual field;

HAVE AGREED AS FOLLOWS

## Article 1

### Definition

For the purpose of this Agreement –

- 1.1 "Co-Production" refers to feature film, documentary, cine-film or animation film, irrespective of length, produced in any format, and distributed in theatres on televisions, video cassettes or any other forms of projection\_
- 1.2 "Co-production" is a production co-produced after joint investment by producers from India and China.
- 1.3 Competent Authority" responsible for implementation of the Agreement shall be
  - a. On behalf of Republic of India, the Ministry of Information and Broadcasting
  - b. On behalf of Government of the People's Republic of China, the State Administration of Press, Publication, Radio, Film and Television.
  - c. Co-production projects falling within the scope of this Agreement shall be subject to the approval of the Competent Authority.
  - d. Each co production undertaken under this Agreement shall be in accordance with the laws and regulations in force in the Contracting Parties.
- 1.4 "Co-producer' shall be –
  - (a) In relation to India –

- i. Citizens of India;
  - ii. Entities which are established or incorporated in India
- (b) In relation to China –
- i. Citizens and legal persons of China;
  - ii. Persons who are not citizens of China but are permanent residents of China –
  - iii. Entities which are established or incorporated in China.
- 1.5 "Nationals" mean persons of either Contracting Party deriving the status as nationals of that Contracting Party from its laws and regulations in force,

## Article 2

Recognition as a National Film and Entitlement to Benefits

- 2.1 A co-production film shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws and regulations.
- 2.2 These films shall be entitled to claim all state support and benefits available to the film and industries and the privileges granted by the provisions in force in the respective countries

## Article 3

### Contribution

- 3.1 Any benefits under this Agreement shall be available for audio visual Co-Production only when investment or finance, material and management including creative and other inputs not below 20% comes from co-producer of one country; provided always that specific percentage contribution will be decided amongst producers themselves.
- 3.2 Notwithstanding anything stated in above paragraph, the competent authorities of both sides may at any time decide jointly in writing to make appropriate changes, in percentage, as may be deemed fit.

## Article 4

### Participants

- 4.1 The producers, writers, directors, technicians, actors and other personnel involved in co-productions shall be citizens of either of the countries or permanent residents of either party.

- 4.2 In the event of exceptional need of audio visual co-production, persons other than nationals or permanent residents as stated hereinabove are permissible to be engaged without losing the character of co-production in case advance written permission from both the countries' authorities is obtained after explaining the reasons of inclusion of such person.

### Article 5

#### *Filming and Production Outside the Contracting Countries*

- 5.1 Live action shooting of a co-produced film, including animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out alternately in India or in China.
- 5.2 Location shooting of a co-produced film, exterior or interior, in a country not participating in the co-production may, however, be authorized by the competent authorities of both countries if the script or the action so requires and if technicians from India and China take part in the shooting.
- 5.3 The processing and post-production of co-productions shall be done in either India or China, unless it is technically impossible to do so in either of the countries in which case the processing and post-production in a country not participating in the co-production may be authorized by the competent authorities of both countries.

### Article 6

#### *Film Languages*

- 6.1 The original soundtrack of each audio visual co-production shall be made in Hindi, or any other Indian language or dialect, or in Chinese or English – combination of those permitted languages.
- 6.2 Dialogue in other languages may be included in the audio visual, co-production as the script requires.
- 6.3 The dubbing or subtitling into one of the permitted languages of India or into the language of China shall be carried out in India, or in China – and that in English language be discussed and decided by the co-producers.

### Article 7

#### *Film Negatives*

Two negatives, or at least one negative and one duplicate negative, shall be made of all co-produced films. Each co-producer shall be entitled to make a further duplicate or prints therefrom. Each co-producer shall also be entitled to use the original negative in accordance with the conditions agreed upon between the co-producers themselves. The

storage of the original negative shall be as mutually decided by the co-producers.

### Article 8

#### *Temporary Entry Into the Country*

Both Contracting Parties in accordance with their domestic laws shall facilitate –

- (a) entry and short stay in either of the two countries for producers, writers, directors, technicians, actors and other personnel,
- (b) importing of equipment, props, film stocks and the like.

### Article 9

#### *Property and Revenues*

- 9.1 Both Contracting Parties jointly own the copyrights of each co-produced film and at the same time it is proportionate to the respective contributions for co-producers to share market revenues.
- 9.2 The sharing of revenues by the co-producers should, in principle, be proportional to their respective contributions and this should be negotiated and agreed, and specified in the agreement between the co-producers themselves. The respective contribution of each co-producer may be decided mutually on the basis of principles elaborated in Article 3

### Article 10

#### *Balanced Contribution*

- 10.1 A general balance should be maintained with regard to both the artistic and technical personnel, including the cast.
- 10.2 The Joint Commission, established in terms of this Agreement, shall carry out a review to see whether this balance has been maintained and, if this is not the case, shall take measures which it considers necessary in order to re-establish such a balance.

### Article 11

#### *Joint Commission*

- 11.1 The Joint Commission shall comprise representatives from Governments of both countries and from the film industry of both Contracting Parties.
- 11.2 The role of the Joint Commission shall be to supervise and review the implementation and operation of this Agreement and to make any proposals considered necessary to improve the implementation of the Agreement.
- 11.3 The Joint Commission shall be convened at the request of either of the Contracting Parties within six months of such a request.

## Article 12

### *Minority and Majority Contribution in the Case of Multilateral*

#### Audio visual Co-productions

Subject to the specific conditions and limits laid down in laws and regulations in force in the Contracting Parties, in the case of multilateral co-productions, the minority contribution may not be less than 10% and the majority contribution may not exceed 70% of the total cost of the film.

## Article 13

### *Public Exhibition*

13.1 Nothing in this Agreement binds the competent authorities of the Contracting Parties to permit the public exhibition of a film, which has been granted Approved Co-production status.

13.2 Both co-producers shall shoot the film in accordance with the approved script and submit it to respective competent authorities for examination afterwards. If there is no any essential difference between the completed film and the approved script, the film could be exhibited in India, China or a third country, in accordance with the current laws, rules, regulations and guidelines, governing the same in the respective countries.

## Article 14

### *Export to a Third Country*

- a. When a co-produced film is exported to a country, which has quota limitations
- b. In principle, the co-produced film shall be included in the quota of the country of the majority investment;
- c. If both co-producers have made an equal contribution, co-producers of both sides shall decide the quota in question through friendly consultation so that the co-produced film can be included in the quota of the country that can make better arrangements for the export of the film.
- d. If difficulties still exist, the co-produced film shall be included in the quota of the country of which the director is a national.

## Article 15

### *Credits*

15.1 A co-produced film shall when shown, be identified as a "India-China Audio -visual Co-production- or 'China-India Audio-visual Co-production'" according to the origin of the majority co-producer or in accordance with an agreement between co-producers.

15.2 Such identification shall appear in the credits, in all commercial advertising and promotional materials and whenever this co-production is shown

## Article 16

### *Entry in International Film Festivals*

16.1 In the event of presentation at international film festival, unless the co-producers agree otherwise, a co-production shall be entered by the country of the majority co-producer or, in the event of equal financial participation of the co-producers, by the country of which the director is a national.

16.2 Either of the co-producers may make the co-produced film access to international film festivals by notifying the other co-producer in advance.

## Article 17

### *Settlement of Disputes*

Any dispute between the Contracting Parties arising out of the interpretation and implementation or application of this Agreement shall be settled consensually through consultation and negotiation and shall not be referred for resolution to any national or International tribunal or a third party.

## Article 18

### *Amendment*

This Agreement may be amended at any time by the mutual consent of the Contracting Parties through the exchange of notes between the Contracting Parties through the diplomatic channel.

## Article 19

### *Entry into Force, Duration and Termination of the Agreement*

19.1 This Agreement shall come into force when each Party has informed the other that its internal ratification procedures have been completed. This Agreement shall come into effect on the later date of these two notifications.

19.2 This Agreement shall be valid for a period of three years from the date of its entry into force; a tacit renewal of this Agreement for the periods shall take place unless one or the other Party gives written notice of termination six months before the expiry date.

19.3 Co-productions which have been recognized by the competent authorities of the Contracting Parties and which are in progress at the time of notice of termination of this Agreement by either Contracting Party shall continue to benefit fully until completion of the provisions of this Agreement. After expiry or termination of this Agreement, its terms shall continue to apply to the division of revenues from completed co-productions.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed this Agreement.

Done in at New Delhi on September 18 of 2014 in two originals each in Chinese, Hindi, and English language, three versions being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Ministry of Information and Broadcasting of The Republic of India

### **Annex to Agreement On Audio Visual Co-production -**

Between the State Administration of Press, Publication, Radio, Film and

Television of the People's Republic of China

and the Ministry of Information and Broadcasting of the Republic of India

(Rules of Procedure for Applications for Approval of Co-production Status Under This Agreement)

(This Annex is for administrative purposes and is not part of the Audio-visual Co Production Agreement between the the State Administration of Press, Publication, Radio, The Ministry of information and Broadcasting of the Republic of India)

Applications for qualification of a film for audio visual co-production benefits under this Agreement for any co-production must be made simultaneously to both competent authorities at least sixty days before shooting begins.

Co-Producers from both Contracting Parties shall submit the proposals to their competent authorities respectively for approval. Both competent authorities shall, in accordance with relevant guidelines of the respective country, communicate and negotiate with each other within thirty days, of the submission of the complete documentation about the approval of Co-production status.

The following documents shall be submitted –

- 3.1 The final script and synopsis;
- 3.2 Documentary proof of having legally acquired the rights to produce and exploit the co-production and that the copyright for the audio-visual co-product, on has been legally acquired;
- 3.3 A copy of the co-production contract signed by the two co-producers.

The contract shall include –

- a. The title of the audio-visual co-production;
- b. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs may be attached;

- c. The name of the director –
- d. The budget;
- e. The financing plan;
- f. A clause establishing tie sharing of revenues and markets;
- g. A clause detailing the respective shares of the co-producers in any over or under expenditure, which shares shall in principle be proportional to their respective contributions,
- h. A clause stating that the competent authorities have to be informed if the percentage of the contribution of a co-producer changes subsequent to the approval of the competent authorities; in any case, the contribution may not be less than the minimum contribution agreed in Article 3 –
- i. A clause stating that audio visual productions co-produced under this Agreement may be publicly exhibited in either country in accordance with prescribed rules/procedures;
- j. A clause recognising that admission to benefits under this Agreement does not constitute a commitment that competent authorities in either country will grant a license to permit public exhibition of the audio visual co-production;

A clause prescribing the measures to be taken where

- a. after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
- b. the competent authorities prohibit the exhibition of the audio visual
- c. co-production in either country or its export to a third country –
- d. either one or the other Party fails to fulfill its commitments;
- e. the period when shooting is to begin;
- f. a clause stipulating that the majority co-producer shall take out an insurance
- g. policy as mutually decided by the co-producers; and
- h. a clause providing for the joint ownership of copyright for co-producers and at the same time it is proportionate to the respective contributions for co-producers to share market revenues.

3.4 The distribution contract, where it has already been signed;

3.5 A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;

- 3.6 The production schedule;
  - 3.7 The detailed budget identifying the expenses to be incurred by each co-producer in each country; and
  - 3.8 All contracts and other relevant financial documentation for all participants in the financial structure.
4. The competent authorities can demand any further documents and all other additional information deemed necessary, as to consider the co-production application.
  5. In principle, the final shooting script (including the dialogue) should be submitted together with all other necessary documents to the competent authorities prior to the commencement of shooting for final approval.
  6. Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the competent authorities before the audio visual co-production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both the competent authorities.
  7. The competent authorities will keep each other informed of their respective decisions.

FRANCE

# Agreement on Film Co-Production Between the Government of the Republic of India and the Government of the French Republic

Agreement On Film Co-Production Between The Government Of The Republic Of India And The Government Of The French Republic

The Government of the Republic of India and the Government of the French Republic (hereinafter referred to as 'the Parties'),

CONSIDERING the Convention on the Protection and Promotion of the Diversity of Cultural Expressions and its ratification by India on 15th December, 2006 and by France on 18th December, 2006,

DESIRING to strengthen the relationship between India and France concerning film production,

HAVE AGREED AS FOLLOWS –

## Article 1

For the purpose of this Agreement –

a) 'Film' means feature length film including animation and documentary film which complies with the laws and rules in force in each country and which is intended to be first shown in cinema theatres. Both the Parties would under this Agreement also encourage the development of co-production projects for short films for which there is an expectation for public exhibition, with or without access to Public support;

b) "Competent Authority" means –

For India, the Ministry for Information and Broadcasting;

For France, the Centre national du cinema et de l'image animée (CNC).

The Parties shall inform each other if the competent authorities are replaced by others.

## Article 2

1. Subject to the approval of both competent authorities, a film co-produced in compliance with this Agreement shall be deemed to be a national film in the territory of each Party and shall thus be fully entitled to all the benefits which are granted under the laws and regulations in force in the territory of each Party.

2. The competent authority of each Party shall provide to the competent authority of the other Party a list of provisions concerning these benefits.

If the provisions concerning these benefits are changed in any way by either Party, the competent authority of that Party shall inform

the competent authority of the other Party of the details of such change.

3. The above mentioned benefits shall accrue solely to the producer of the Party which grants them.

4. In order to be approved as a co-production under this Agreement, the film must –

– in France, apply for co-production clearance before the shooting starts, and receive final approval from the competent authority no later than 4 (four) months after its release in France;

– in India, apply for co-production clearance before the shooting starts, and receive final approval from the competent authority no later than 4 (four) months after its completion in India.

The application for such approval shall comply with the procedures set forth by each Party and satisfy the minimum requirements set forth in Annexure to this Agreement.

The competent authorities of the Parties shall exchange all information concerning the approval, rejection, change or withdrawal of any application received for approval for co-production.

Before an application for approval is rejected, the competent authorities of the Parties shall consult with each other.

Once the competent authorities of the Parties have approved the co-production of a film, such approval may not be later revoked without the consent of competent authorities of the Parties.

The approval of co-production by the competent authorities of the Parties shall not be related in any way to the film rating systems of either Party.

## Article 3

1. In order to qualify for the approval for co-production, the producer shall have the necessary capabilities to produce the concerned film. The Parties are not responsible or liable for the credentials of either of the co-producers.

2. Each of the producers must satisfy the following additional conditions –

a) The president(s), director(s) or manager(s), must be citizen of India, France or the European Union. Persons who do not have the citizenship

of the aforesaid countries but can demonstrate their domicile or permanent residence therein will be deemed to be citizens of India or France within the meaning of this subparagraph.

- b) The producer must not be controlled legally or effectively by one or more citizens of any country other than India, France or the EU countries.
3. Artistic and technical participants in the production of the film shall be citizens of India, France or the EU countries. Participants who do not have the citizenship of the aforesaid countries but can demonstrate their domicile or permanent residence therein will be deemed to be citizens of India or France within the meaning of this subparagraph.

Actors who do not have the aforesaid citizenship may participate in a co-production in the event that the competent authorities of the Parties so approve, after consideration of the production needs of the film.

#### Article 4

Studio filming, location shooting (exterior or interior) and laboratory work shall in principle be carried out in the territory of either Party.

Outdoor shooting in third countries may be permitted, subject to the consent of the competent authorities of the Parties, provided that it is necessary for the scenario or the acting.

#### Article 5

1. The proportion of the respective financial contributions of the co-producers of each party to the production of the film shall be decided by arrangement between the co-producers, and shall be between 20% (twenty percent) to 80%(eighty percent) of the final production costs of the film. Notwithstanding the above, in exceptional circumstances and subject to the approval of the competent authorities of both Parties, the 20% threshold may be reduced to 10% taking into account the artistic and technical collaborations of the co-producer(s) of each party.
2. In principle, the technical and artistic contribution of the co-producer of each Party shall be in the same proportion as its financial contribution under normal circumstances. However, in exceptional cases where the approval of the competent authorities of both parties has been obtained, these percentages shall be between 10% and 90 %.

#### Article 6

1. All producers shall be the joint owners of all the tangible and intangible elements of the film.

2. All materials shall be stored at a mutually approved laboratory under the joint name of the producers.

#### Article 7

For co-productions approved under this Agreement, each Party shall facilitate, in accordance with the domestic law in force in its territory –

- a) the entry and temporary residence in its territory for the technical and artistic personnel of the other Party who participate in the production of the film;
- b) the import into, and export out of its territory of technical equipment and other material necessary to the coproduction (including film, technical equipment, costumes, accessories, publicity material) by the co-producer of the other Party.

#### Article 8

1. Credit titles, trailers and all publicity material of the film co-productions shall state that the film is a co-production between India and France.
2.
  - a) For the purpose of entry into different film festivals, the co-producers shall decide mutually.
  - b) The fact that a film is a co-production shall also be mentioned when it is submitted to a film festival.

#### Article 9

The sharing of revenues by the co-producers should, in principle, be in proportion to their respective contributions and this should be specified in the agreement itself. The respective contribution of each co-producer may be decided mutually on the basis of principles elaborated in Article 5.

#### Article 10

1. The competent authorities of both the Parties acknowledge that a film co-produced in compliance with this Agreement may also be approved for co-production with the producers of a third country with which either Party has entered into a film co-production treaty.
2. The conditions of approval of such film as a co-production shall be determined in each individual case by competent authorities.

#### Article 11

1. A joint commission (hereinafter referred to as the 'Joint Commission') consisting of representatives of the competent authorities of both Parties and experts in related fields shall be established for the purpose of facilitating the implementation of this Agreement or recommending amendments thereto.

2. During the effective period of this Agreement, the Joint Commission shall be convened in principle every 2-3 years, alternately in India and France. Extraordinary sessions of the Joint Commission may also be convened at the request of either Party in the event of changes in the laws and regulations applicable to the film industry or major obstacles (in particular, imbalance in contribution) to the functioning of this Agreement.
3. During its meeting sessions, the Joint Commission shall review whether an overall balance has been achieved in the contributions from the two Parties and shall implement the necessary measures in order to correct any imbalance.
4. If an imbalance in contributions has occurred and a session of the Joint Commission is not convened expeditiously in order to review the measures to restore balance, both competent authorities shall abide by the principle of reciprocity for each film in approving co-productions.

#### Article 12

This Agreement may be amended by the mutual consent of the Parties through the exchange of notes between the Parties through the diplomatic channel.

#### Article 13

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation and shall not be referred for resolution to any national or international tribunal or a third party.

#### Article 14

1. This Agreement shall come into force after each Party has informed the other Party through official diplomatic channels that its internal ratification procedures have been completed.
2. This Agreement shall remain in force initially for a period of 2 (two) years from the date of its entry into force, and then shall be automatically renewed for successive periods of 2 years, unless written notice is otherwise given by either Party to the other Party at least 3 (three) months before the expiry of the relevant period.
3. Unless both Parties decide otherwise, the termination of this Agreement shall not affect the rights and duties of the Parties in relation to film co-productions already approved in accordance with this Agreement.

In witness whereof, the undersigned being duly authorized thereto, have signed this Agreement.

Done at \_\_\_\_\_, on this day of \_\_\_\_\_, in two originals each in English, French and Hindi, all versions being equally valid.

For and on behalf of the Government of the Republic of India

For and on behalf of the Government the French Republic

### Annexure to the Co-production Agreement

#### Application Process

In order to implement the provisions of this Agreement, the producers established in both countries must, before shooting commences, submit an application for coproduction status and attach the documents listed below –

- a copy of the documentation concerning the purchase of the copyright for the commercial exploitation of the work ;
- a synopsis including concrete information on the theme and contents of the film ;
- a list of the technical and artistic contributions from each of the countries involved ;
- a work plan stating the periods and locations of principal photography on a weekly basis for studio and outdoor shooting ;
- a budget including a detailed financing plan
- a production schedule
- the coproduction contract made between the producers ;
- and all the documentation that the competent authorities require to conduct the technical and financial evaluation of the project.

The competent authority of the party with smaller contribution shall decide on approval after it has received the opinion of the competent authority of the party with greater financial contribution.

GERMANY

# Agreement between the Government of the Republic of India and the Government of the Federal Republic of Germany on Audio Visual Co-Productions

The Government of the Republic of India and the Federal Republic of Germany (hereinafter jointly referred to as the “Contracting Parties”);

Considering that audio-visual co-productions can significantly contribute to the development of the film industry and to an intensification of the cultural and economic exchange between the two countries;

Resolved to stimulate cultural and economic co-operation between the Republic of India and the Federal Republic of Germany;

Desiring to create conditions for good relations in the audio-visual area, particularly for the co-production of films and TV and video productions;

Mindful of the fact that the quality of co-productions can help to expand the production of TV and video productions of both countries;

Have agreed as follows –

## Article 1

### *Definition of “audio-visual co-production”*

For the purpose of this Agreement, an “audiovisual co-production” is a project irrespective of length, including animation and documentary productions, produced in any format, for exploitation in theatres, on television, videocassette, videodisc, CD-ROM, DVD or by any other form of distribution. New forms of audiovisual production will be included in 2116, this Agreement, through the exchange of notes between the Contracting Parties.

## Article 2

### *Competent authorities*

1. The competent authorities responsible for the implementation of this Agreement shall be –
  - a. On behalf of the Republic of India, the Ministry of Information and; and
  - b. On behalf of the Federal Republic of Germany, the Federal Office of Economics and Export Control (BAFA).
  - c. Co-productions falling within the scope of this Agreement shall be subject to the approval of the competent authorities
2. The Contracting Parties shall inform each other if the competent authorities are replaced by others.

## Article 3

### *Approval as national films*

1. Films which are produced within the framework of this Agreement shall be deemed national films.

2. These films shall be entitled to claim all state support benefits available to the film and video industries and the privileges granted by the provisions in force in the respective countries.

## Article 4

### *Conditions for obtaining approval of co-production status*

1. Any benefits under this Agreement shall be available for the co-production only when investment of finance, material and management including creative and other inputs is not below 20 % (twenty percent) of the total cost coming from the co-producer of one country.
2. The co-producers of a film shall have their principal office or a branch office in the territory of one of the Contracting Parties. None of the co-producers shall be linked by common management, ownership or control.
3. Technical and artistic personnel are those persons who, in accordance with the domestic law in force in their own country, are recognized as makers of audio-visual productions, in particular screenwriters, directors, composers, editors, directors of photography, art directors, actors and sound technicians. The contribution of each of these persons shall be evaluated individually.
4. As a rule, the contribution includes at least one leading actor, one supporting actor and/or one qualified technical staff person, in addition to the one person as referred to in paragraph 3. provided that two qualified technical staff persons may substitute for one leading actor.
5. The co-producers in either of the two countries shall satisfy themselves about each other's capability, including their professional knowledge, organizational capability, financial backing and professional reputation. The Contracting Parties are not responsible or liable for the credentials of either of the co-producers.
6. The company carrying out the co-production shall provide evidence that the primary business of that company is audiovisual (film, television and video) production.

## Article 5

### *Participants*

1. The persons participating in the production of a film shall fulfill the following requirements –
  - a. As regards the Republic of India, they shall be –

- i. Nationals/Citizens of the Republic of India or
- ii. Permanent residents of India;
- b. As regards the Federal Republic of Germany, they shall be
  - i. Germans within the meaning of the Basic Law;
  - ii. Persons who are rooted in the German culture and have their legal residence in the territory of the Federal Republic of Germany;
  - iii. Nationals of a member state of the European Union; or
  - iv. Nationals of another party to the Agreement on the European Economic Area (EEA) of 2 May 1992.
2. Participants in the co-production as defined in sub paragraphs a. and b. must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
3. Should the film so require, the participation of professionals who are not citizens of one of the co-producing countries may be permitted, but only in exceptional circumstances, and subject to agreement between the competent authorities of b

## Article 6

### *Film Negatives and Languages*

1. Two negatives, or at least one negative and one duplicate negative, shall be made of all co-produced films. Each co-producer shall be entitled to make a further duplicate or prints there from. Each co-producer shall also be entitled to use the original negative in accordance with the conditions agreed upon between the co-producers themselves.
2. The original soundtrack of each co-production film shall be made in Hindi or any other Indian language or dialect or, in English or German or in any combination of those permitted languages. Dialogue in other languages may be included in the co-production, as the script requires.
3. The dubbing or subtitling into one of the permitted languages of the Republic of India or into German shall be carried out in the Republic of India, or in the Federal Republic of Germany or in another Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area respectively. Any departure from this principle must be approved by the competent authorities.

## Article 7

### *Entry in International Festivals*

1. The majority co-producer shall normally enter co-produced films in international festivals.
2. Films produced on the basis of equal contributions shall be entered as a film of the country of which the director is a national, provided that the director is not from a country contemplated in Article 5(1) a. iv., in which case the film shall be submitted as a film of the country of which the lead actor is a national, subject to the agreement of the competent authorities of both Contracting Parties.

## Article 8

### *Minority and majority contribution in the case of multilateral co-productions.*

Subject to the specific conditions and limits laid down in laws and regulations in force in the Contracting Parties, in the case of multilateral co-productions, the minority contribution may not be less than 10% (ten per cent) and the majority contribution may not exceed 70% (seventy per cent) of the total cost of the film.

## Article 9

### *Contributions of the producers*

1. Notwithstanding the provisions of this Agreement and in the interest of bilateral co-productions, even those films, which are produced in one of the two countries and where the minority contribution is limited to financial investment, may be granted co-production status according to the co-production agreement. In such a case, the minority contribution may not be less than 20% (twenty per cent) of the final total cost of the film.
2. The granting of co-production status to each individual production of this kind shall be subject to the prior approval by the competent authorities.
3. The expenses incurred in the territories of the Contracting Parties for the promotion of such co-productions shall be compensated within two years of the completion of the project.

## Article 10

### *Balanced contribution*

1. A general balance should be maintained with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction..
2. The Joint Commission, established in terms of article 12, shall carry out a review to see whether this balance has been maintained

and, if this is not the case, shall take measures, which it considers necessary in order to re-establish such a balance.

## Article 11

### *Credits*

A co-production film and the promotional materials associated with it shall include either a credit title indicating that the film is “an official German-Indian co-production” or “an official Indian German co-production” or where relevant a credit which reflects the participation of the Federal Republic of Germany, Republic of India and the country of the third co producer.

## Article 12

### *Joint Commission*

1. The Joint Commission shall be composed of representatives from Government and from the film, television and video industries of both Contracting Parties.
2. The role of the Joint Commission shall be to supervise and review the implementation and operation of this Agreement and to make any proposals considered necessary to improve the implementation of the Agreement.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Contracting Parties within six months of such a request.

## Article 13

### *Temporary Entry into the country*

For approved co-productions, each Contracting Party shall facilitate, in accordance with the domestic law in force in its country –

- a. Entry into and temporary residence in its territory for technical and artistic personnel of the other Contracting Party;
- b. The import into and export from its territory of technical and other film making equipment and materials by producers of the other Contracting Party.

## Article 14

### *Amendment*

This Agreement may be amended by the mutual consent of the Contracting Parties through the exchange of notes between the Contracting Parties through the diplomatic channel.

## Article 15

### *Settlement of Disputes*

Any dispute between the Contracting Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation.

## Article 16

### *Entry into Force, Duration and Termination*

1. This Agreement shall enter into force on the date of signature.
2. This Agreement including the annex, which forms an integral part of this agreement, shall remain in force for an unlimited period of time, unless terminated in terms of paragraph (3).
3. Either Contracting Party may terminate this Agreement by giving six months' written notice in advance of such intention to the other Contracting Party through the diplomatic channel.
4. Termination of this Agreement shall have no effect on the completion of co-productions approved prior to its termination.

Done at Berlin on this day of 16th of February 2007 in two originals each in Hindi, English and German, all three versions being authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the For the Government of the Republic of India Federal Republic of Germany

Annexure to Agreement between the Government of the Republic of India And the Government of the Federal Republic of Germany on

Audio Visual Co-Productions (Rules of procedure for applications for approval of co-production status under this agreement)

1. Applications for qualification of a film for co-production benefits under this Agreement for any co-production must be made simultaneously to both competent authorities at least thirty (30) days before shooting begins.
2. The competent authority of both Parties shall communicate their proposal to the other competent authority within twenty (20) days of the submission of the complete documentation as described in paragraph 3 below.
3. Documentation submitted in support of an application shall consist of the following items, drafted in English in the case of India and in German in case of Germany –
  - 3.1 The final script and synopsis; Co-productions under this Agreement shall be shot in India or Germany, as the case may be, in accordance with the guidelines of the respective country; The Contracting Parties shall inform each other from time to time of relevant guidelines and any changes thereto.
  - 3.2 Documentary proof of having legally acquired the rights to produce and exploit

the co-production and that the copyright for the co-production has been legally acquired;

- 3.3 A copy of the co-production contract signed by the two co-producers.

The contract shall include –

- a. The title of the co-production;
- b. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs may be attached;
- c. The name of the director (a substitution clause is permitted to provide for his/her replacement if necessary);
- d. The budget;
- e. The financing plan;
- f. A clause establishing the sharing of revenues, markets, media or a combination of these;
- g. A clause detailing the respective shares of the co-producers in any over or under expenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any over expenditure may be limited to a lower percentage or to a fixed amount providing that the minimum proportion permitted under Article 9 of the Agreement is respected;
- h. A clause stating that the competent authorities have to be informed if the percentage of the contribution of a co-producer changes subsequent to the approval of the competent authorities; in any case, the contribution may not be less than the minimum contribution agreed in Article 9;
- i. A clause stating that films co-produced under this Agreement may be publicly exhibited in either country in accordance with prescribed rules/procedures;
- j. A clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in either country will grant a license to permit public exhibition of the co-production;
- k. A clause prescribing the measures to be taken where;
- l. After full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
- m. The competent authorities prohibit the exhibition of the co-production in either country or its export to a third country;

- n. Either one or the other Contracting Party fails to fulfill its commitments;
  - o. The period when shooting is to begin;
  - p. A clause stipulating that the majority co-producer shall take out an insurance policy covering at least "all production risks" and "all original material production risks";
  - q. A clause providing for the sharing of the ownership of copyright on a basis that it is proportionate to the respective contributions of the co-producers.
- 3.4 The distribution contract, where it has already been signed, or a draft if it has yet to be concluded;
  - 3.5 A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
  - 3.6 The production schedule;
  - 3.7 The detailed budget identifying the expenses to be incurred by each country; and
  - 3.8 All contracts and other relevant financial documentation for all participants in the financial structure.
4. The competent authorities can demand any further documents and all other additional information deemed necessary.
  5. In principle, the final shooting script (including the dialogue) should be submitted to the competent authorities prior to the commencement of shooting.
  6. Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the competent authorities before the co-production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both the competent authorities.
  7. The competent authorities will keep each other informed of their respective decisions.

ISRAEL

# Agreement On Film Co-Production Between The Government of State of Israel And The Government Of The Republic Of India

The Government of the State of Israel and the Government of the Republic of India hereinafter referred to as “the Parties”;

Mindful of the fact that mutual cooperation may serve the development of film production and encourage the further development of the cultural and technological ties between the two countries;

Considering that co-production may benefit the film industries of their respective countries and contribute to the economic growth of the film, television, video and new media production and distribution industries in Israel and in India;

Noting their mutual decision to establish a framework for encouraging all audio-visual media output, especially the co-production of films;

Recalling the Cultural Agreement between the Government of the State of Israel and the Government of the Republic of India, signed in New Delhi, on May 18, 1993, and in particular Article 1 thereof;

Have therefore agreed as follows –

## Article 1

### *Definitions*

For the purpose of this agreement –

1. “co- production” or “co – production film” means a cinematographic work, with or without accompanying sounds, regardless of length or genre, including film , animation and documentary productions, made by an Israeli co-producer and a Indian co-producer, produced in any format, for distribution through any venue or medium, including theatres, television, internet, videocassette, videodisc, CD-ROM or any similar means, including future forms of cinematographic production and distribution that shall be included in the present Agreement by exchange of notes between the Parties;
2. “Israeli co-producer” means the Israeli person or entities who is authorized to enter into co-production contracts with a view to organizing, carrying out and co-financing film production;
3. “Indian co-producer” means the Indian person or entities who is authorized to enter into co-production contracts with a view to organizing, carrying out and co-financing film production;
4. The “Competent Authorities” means both Competent Authorities responsible for the implementation of this Agreement or either Competent Authority in regard to its own country, as the case may be. The Competent Authority are;

- For the Israeli Party – The Ministry of Culture and Sport or its designee(s);
- For the Indian Party – The Ministry of Information and Broadcasting;

## Article 2

### *Recognition As A National Film And Entitlement To Benefits*

1. Films to be co-produced pursuant to this Agreement by the two countries must be approved by the competent authorities.
2. Any co-production produced in pursuance of this Agreement shall be considered by the Competent Authorities as a national film and shall be entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws. These benefits accrue solely to the co-producer of a country that grants them.
3. These films shall be entitled to claim all state support and benefits available to the film and video industries and the privileges granted by the provisions on force in the respective countries.
4. Failure of a Party's co-producer to fulfill the conditions according to which that Party has approved a co-production or a material breach of the co-production agreement by a Party's co-producer may result in that Party revoking the co-production status of the production and the attendant rights and benefits.

## Article 3

### *Approval of Project*

1. In order to qualify for the benefits of co-production, the co-producers shall provide evidence that they have the adequate technical organization, financial support, recognized professional standing and qualifications to bring the production to a successful conclusion.
2. Approval shall not be given to a project where the co-producers are linked by common management or control, except to the extent that such an association has been established specifically for the purpose of the co-production film itself.

## Article 4

### *Participants*

1. The Indian and the Israeli co-producers must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.

2. Should the co-production so require, the participation of professionals who are not citizens of any of the co-producing countries may be permitted, but only in exceptional circumstances, and subject to the approval of the Competent Authorities of both the countries.
3. Co-production films shall be made, processed, dubbed or subtitled, up to creation of the first release print of the countries of the participating co-producers. However, if a scenario or the subject of the film so requires, location shooting, exterior or interior, in a country not participating in the co-production may be authorized by the Competent Authorities. Similarly, if processing, dubbing or subtitling services of satisfactory quality are not available in a country participating in the co-production, the Competent Authorities may authorize the procurement of such services from a supplier in a third country.
4. Use of any other language in a co-production other than the languages permitted with approval of Competent Authority according to the legislation of the Parties may be added to the co-production if the screenplay required it.

## Article 5

### *Contribution*

1. The respective contributions of the producers of the two countries may vary from twenty (20) to eighty (80) per cent of the final total cost of each co-production film. In addition, the co-producers shall be required to make an effective technical and creative contribution, proportional to their financial investment in the co-production film. The technical and creative contribution should be comprised of the combined share of authors, performers, technical-production personal, laboratories and facilities.  
Any exception to the abovementioned principles must be approved by the Competent Authorities, who may, in special cases, authorize that the respective contributions by the producers of the two countries vary from ten (10) to ninety (90) per cent.
2. In the event that the Israeli co-producer or the Indian co-producer is composed of several production companies, the contributions of each company shall not be less than five 5. per cent of the total budget of the co-production film.
3. In the event that a producer from a third country is authorized to participate in the co-production its contribution shall not be less than ten (10) per cent. In the event that the co-producer from a third country if composed of several production companies, the contribution of each company

shall not be less than five 5. per cent of the total budget of the co-production film.

## Article 6

### *Film Negatives And Languages*

1. The original sound track of each audio visual co-production shall be made in Hindi, or any other Indian languages or dialect, or in Hebrew, English, Arabic or the official language of the other contracting party, or in any combination of those permitted languages, up to creation of the first release print in the countries of the participating co-producers. Dialogue in other languages may be included in the audiovisual co-production, as the script requires.
2. The dubbing or subtitling into one of the permitted languages of the Republic of India or into the language of the State of Israel shall be carried out in the Republic of India, or in the State of Israel, respectively. Any departure from this principle must be approved by the competent authorities.
3. Where the co-production is made on film negative, the negative will be developed in a laboratory chosen mutually by the co-producers, and will be deposited therein, on an agreed name.

## Article 7

### *Producers Contribution*

1. The co-producers shall ensure that intellectual property rights in a co-production that are not owned by them will be available to them through license arrangements sufficient to fulfill the objectives of this Agreement, as stipulated in para 3(a) of the Annex.
2. Allocation of intellectual property rights in a co-production film, including ownership and licensing thereof, shall be made in the co-production contract.
3. Each co-producer shall have free access to all the original co-production materials and the right to duplicate or print there from, but not the right to any use or assignment of intellectual property rights in the said materials, except as is determined by the co-producers in the co-production contract.
4. Each co-producer shall be an owner on a joint basis of the physical copy of the original negative or other recording media in which the master co-production is made, not including any intellectual property rights that may be embodied in the said physical copy, except as is determined by the co-producers in the co-production contract.

## Article 8

### *Temporary Entry Into The Country*

The Parties shall facilitate the temporary entry and the re-export of any film equipment necessary for the production of an Approved audiovisual co-production films under this Agreement, subject to their respective domestic legislation(s). Each Party shall do their best effort to permit the creative and technical staff, employed in the making and/or promotion of an Approved Co-production, subject to its domestic legislation(s), to enter and reside in its territory for the purpose of participating in co-production films.

## Article 9

Approval of a proposal for the co-production of a film by the Competent Authorities does not imply any permission or authorization to show or distributed the film thus produced.

## Article 10

1. If a co-produced film is marketed in a country that has quota regulations in regard to both the Parties, it shall be included in the quota of the Country which is the majority co-producer. In the event that the contributions of the co-producer are equal the co-production shall be included in the quota of the country of which the direction of the co-production is a citizen or a permanent resident.
2. If a co-produced film is marketed in a country that has quota regulations in regard to one of the Parties, the co-produced film shall be marketed by the Party in regard to whom there is no quota.
3. In the event that a co-produced film is marketed in a country that has quota regulations in regard to one or both of the Parties, the Competent Authorities may agree on arrangements, in regard to the quota regulations, that differ from those set out in paragraphs 1 and 2 of this Article.
4. In all matters concerning the marketing or export of a co-production film, each Party will accord the co-production film the same status and treatment as a domestic production, subject to their respective domestic legislation.

## Article 11

1. All co-produced films shall be identified as Israeli-Indian or Indian-Israeli co-productions.
2. Such identification shall appear in a separate credit title, in all commercial advertising and promotional material, and whenever co-produced films are shown at any public performance.

## Article 12

The Competent Authorities shall act in accordance with the Rules of Procedure appended in the Annex

hereto, which constitute an integral part of the Agreement, but may, in a given case, jointly authorize co-producers to act in accordance with ad hoc rules, which they approve.

## Article 13

### *Joint Commission*

1. The Parties may establish a Joint Commission, with equal number of representative from Government of both countries and from the film industry of both Parties. The Joint Commission shall meet, when necessary, alternately in Jerusalem and in New Delhi.
2. The Joint Commission shall, inter alia –
  - Review the implementation of this Agreement.
  - Determine whether the overall balance of the co-production has been achieved, considering the number of co-productions, the percentage and the total amount of the investments and of the artistic and technical contributions. If not, the Commission shall determine the measures deemed necessary to establish such balance.
  - Recommend means to generally improve cooperation in film co-production between Israeli and Indian producers.
  - Recommend amendments to this Agreement to the Competent Authorities.
3. The members of the Joint Commission shall be agreed upon by the Parties through diplomatic channels.

## Article 14

### *Amendment*

This Agreement may be amended in writing by mutual consent of the Parties through the exchange of notes between the Parties through the diplomatic channel. Any amendments of the Agreements or of the appended Annex shall follow the same procedure for entering into force as are specified in Article 16.

## Article 15

### *Settlement of Disputes*

Any differences arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation between the Parties.

## Article 16

### *Entry Into Force, Duration And Termination of The Agreement*

1. This Agreement shall enter into force on the date of the second of the Diplomatic Notes by which the Parties notify each other that their internal legal procedures of its entry into force have been complied with.
2. This Agreement shall be valid for a period of five 5. years and shall automatically be extended for

additional periods of five 5. years each, unless terminated by either Party by giving at least six 6. months written prior notice to the other Party of its intention to terminate the Agreement.

3. Termination of the present Agreement shall not affect the implementation of the projects, which are already in progress under the present Agreement and shall be continued in accordance with the terms and conditions of the Agreement.
4. The Annex of this Agreement shall be an integral part of this Agreement.
5. IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Agreement.

Signed in \_\_\_\_\_ on \_\_\_\_\_, 2018 which corresponds to the \_\_\_\_\_ of \_\_\_\_\_, 5778, in two original copies in the Hebrew, Hindi and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Government of the Republic of India

For the Government of the State of Israel

## Annex

### Rules of Procedure

1. Applications for qualification of a film for co-production benefits must be filed concurrently with the Competent Authorities at last sixty (60) days prior to the commencement of shooting or key animation of the film.
2. The Competent Authorities shall notify each other of their decision regarding any such application for co-operation within thirty (30) days from the dated of submitting the complete documentation listed in the Annex to this Agreement
3. Applications must be accompanied by the following documents in Hebrew or English languages for the State of Israel and in the English language for the Republic of India –
  - (1) Final version of the script.
  - (2) Evidence of the lawful acquisition of the copyright necessary to a given co-production as a proof of license arrangements with respect to intellectual property rights, of any sort, including in particular copyright and neighboring rights (“neighboring rights” shall be understood as including, inter alia, moral rights, performers’ rights, phonogram producers’ rights and broadcasters’ rights), embodied in, or arising from, a co-production,

to an extent sufficient for purpose of fulfilling the objectives of the co-production contract, including clearance arrangements for public performance, distribution, broadcast, making available by internet or otherwise, and sale or rental of physical or electronic copies of the co-production in the territories of the Parties’ home countries as well as in third countries, and including copyright and neighboring rights clearance with respect to any literary, dramatic, musical or artistic work which has been adapted by the applicant for purposes of the co-production;

- (3) A signed copy of a co-production contract concluded between co-producers, which should contain –
  - a. The title of the co-production , even if provisional;
  - b. The name of the writer or the person responsible for adapting the subject if it is drawn from literary source;
  - c. The name of the director (a safety clause is permitted for this replacement, if necessary, which is subject to the approval of the Competent Authorities);
  - d. A synopsis of the film;
  - e. The budget of the film;
  - f. The plan for financing the film, stating the financial input of the co-producers;
  - g. The financial undertaking of each producer in respect of the percentage apportionment of expenditures with regard to development, elaboration, production and post-production costs up to the creation of the answer print.
  - h. A clause defining distribution of revenue and profits including the sharing or pooling of markets;
  - i. A clause describing participation of the co-producers in any costs which exceed the budget or in the benefits from any savings in the production cost;
  - j. A clause for allocation of intellectual property rights in a co-production film, including ownership and licensing thereof.
  - k. A clause in the contract must recognize that the approval of the film, entitling it to benefits under the agreement, does not obligate the Competent Authorities of either Party to permit the public screening of the film, Likewise, the contract must set out the conditions of a financial settlement between the co-producers in the event that the Competent Authorities of either Party refuse to permit the public screening of the film in either country or in third countries.

- l. Breach of the co-production contract;
- m. A clause which requires the major co-producer to take out an insurance policy covering “ all production risks” and “all production risks connected with original materials”;
- n. The date for commencement of shooting;
- o. The list of required equipment (technical, artistic or other) and personnel, including nationality of personnel and the roles to be played by the performers;
- p. The production schedule;
- q. A distribution agreement, if one has been concluded;
- r. The manner in which the co-production shall be entered in international festivals;
- s. Other provisions required by the Competent Authorities

### **Important Provisions For Indian Party**

In addition, an application addressed to the Indian Ministry of Information and Broadcasting (MIB), should be accompanied by four copies of the screenplay and film synopsis together with a processing fee of US\$ 225 payable to Pay & Accounts Officer, Ministry of Information & Broadcasting or for the amount as may be revised from time to time.

If the film is to be shot wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the State of Israel and Ministry of Information & Broadcasting with the following information –

1. Details of any non-Indian members of the film crew; names, passport numbers and expiry dates, country which issued the passport, nationality, permanent and temporary address.
2. An accurate description of the shooting locations and the film crew’s travel plans.
3. A description of the cinematographic equipment and quantity of filming equipment to be brought in to the Republic of India temporarily.

Within three weeks of receipt of the required set of documents, the Ministry of Information & Broadcasting will sent the appropriate filming permit to all co-producers and the Competent Authorities in the other State. A longer period for issuing the filming permit may be required if filming is to take place in some restricted areas.

Permission to film in the Republic of India may be dependent upon the following conditions –

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay,
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, etc, separate agreements may have to be concluded with these Ministries, Requests for such assistance may be submitted via the Ministry of Information & Broadcasting,
3. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution
4. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the State of Israel before it can be shown anywhere in the world . Also in particular cases, a liaison officer may be assigned to a film crew-at the expense of the Government of the Republic of India.

### **Concluding Provisions**

The Competent Authorities may ask for any additional documents or information which they consider essential in order to consider an application for a co-production

The final screenplay (with script) should be presented to the Competent Authorities prior to the start of filming.

Amendment, including a change of co-producer, may be made to the original co-production contract. However, any amendments must be submitted to the Competent Authorities for approval before the co-production is completed. A change of co-producer is permissible only in exceptional circumstances, and for reasons considered by the Competent Authorities to be satisfactory. The Competent Authorities shall inform each other of the decisions they have reached.

The participation of a producer from a third country in the co-production is subject to the prior approval of the Competent Authorities.

ITALY

# Audio Visual Co-Production agreement between the Republic of India and the Government of the Italian Republic

The Government of the Republic of India and the Government of Italian Republic, hereinafter referred to as the “Parties”;

Considering that it is desirable to establish a framework for the development of their audio visual relations and particularly for film, television and video co-productions;

Conscious that quality co-productions can contribute to the further expansion of the film, television and video production and distribution industries of both countries as well as to the development of their cultural and economic exchanges;

Convinced that these exchanges will contribute to the enhancement of relations between the two countries;

Have agreed as follows –

## Article 1

In this Agreement, unless the Agreement otherwise requires –

- i. A “co-production” is a film including feature films, documentaries, science films, animation films and commercials, irrespective of length, either on film, videotape or videodisc, which can be shown in cinemas, on television or on video recorders jointly invested in and produced by producers from the two countries and made in accordance with the terms of recognition given by the competent authorities of India and Italy under this Agreement. New forms of audio visual production and distribution shall be included in the present Agreement by exchange of notes between the Parties.
- ii. Co-production projects undertaken under the present Agreement must be recognized by the following authorities, referred to hereinafter as the “competent authorities” –
  - a. In Italy – by the Ministry of Cultural Properties and Activities, Department of Entertainment and Sport, General Management of Cinema; and
  - b. In India – by the Ministry of Information and Broadcasting.
- iii. “Co-production” produced under the terms of this Agreement shall be taken in either of the two countries as National Production with every benefit available as National Production but will abide by applicable national law for distribution and production. These benefits, however, accrue to the producer from the country, which grants them.

## Article 2

- i. The co-producers in either of the two countries shall satisfy themselves about each other’s capability, including their professional knowledge, organizational capacity, financial backing and professional reputation.
- ii. The Government of India and Italy shall in no way be responsible or liable with regard to satisfaction of either of the co-producers.

## Article 3

- i. Any benefit under this Agreement shall be available for co-production only when investment of finance, material and management including creative and other inputs not below 20% of the total cost comes from co-producer of one country provided always that specific percentage contribution will be decided amongst producers themselves.
- ii. Notwithstanding anything stated in above paragraph, the two parties may at any time decide jointly in writing to make appropriate changes, in percentage, as may be deemed fit.

## Article 4

- i. The producers of a co-production shall be citizens or permanent resident either of Italy or India subject to any sort of compliance of the obligations created by European Union upon Italy as a member.
- ii. In the event of dire need of co-production, persons other than citizen or permanent resident as stated hereinabove are permissible to be engaged without losing the character of co-production in case advance written permission from both the countries is obtained after explaining the reasons of inclusion of such person.

## Article 5

- i. Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording, must, in principle, be carried out alternatively in Italy or in India.
- ii. Location shooting, exterior or interior, in a country not participating in the co-production however, is acceptable at discretion if the script or the action so requires and if technicians from Italy and India take part in the shooting.
- iii. The laboratory work shall be done in either Italy or India, unless it is technically impossible to do so, in which case, the laboratory work in a country not participating in the co-production can be permitted by the competent authorities of both countries.

## Article 6

- i. The co-production shall have the original soundtracks in English or Italian or in other Indian language or dialect, which can further be dubbed in any of these languages.
- ii. In the event, if script so desires, any other language can be used for stray dialogues with permission from competent authorities.
- iii. It will be necessary that the dubbing or subtitling of the co-production will be done or performed either in India or Italy. Dubbing or subtitling in Indian languages should be performed in India and dubbing or subtitling in Italian in Italy and dubbing or subtitling in English could be performed in Italy or India depending upon the agreement between co-producers.

## Article 7

- i. A co-produced film shall have two negatives or one negative and one dupe negative, or as agreed between the two co-producers, with two international sound tracks for making copies. Each co-producer shall own one good quality print, one dupe positive and one international sound track and have the right to make copies. Moreover with the approval of the co-producers either co-producer may use the footage from the above-mentioned material for other purposes. Furthermore, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers.

## Article 8

- i. Both Italy and India will facilitate entry and short stay in either of the two countries for directors, actors, producers, writers, technicians and other personnel prescribed in each co-production contract as per the applicable laws and importing of equipment shall also be in accordance with the applicable laws.

## Article 9

- i. The sharing of revenues by the co-producers shall, in principle, be proportional to their respective contributions and be specified in the agreement between the co-producers. The respective contribution of each co-producer may be decided mutually on the basis of principles elaborated in Article 3.

## Article 10

- i. The minority investment co-producer shall pay any balance outstanding on his contribution to the majority investment co-producer within sixty (60) days following delivery of all the materials required for the production of the version of the film in the language of the minority country. The majority investment co-producer will have the same obligations towards the minority investment co-producer.

- ii. Failure to meet this requirement shall entail the loss of benefit of the co-production. This requirement will invariably be reflected in the contract drawn up between the co-producers to enable projects to be recognised under this Agreement.

## Article 11

- i. Approval of a proposal for the co-production of a film by the competent authorities of both countries is in no way binding upon them in respect of the granting of permission to show the film thus produced.

## Article 12

- i. When a co-produced film is exported to a country, which has quota limitations –
  - a. in principle, the co-produced film shall be included in the quota of the country of the majority investment;
  - b. if both co-producers have made an equal investment, co-producers of both sides shall decide the quota in question through mutual consultation, so that the co-produced film can be included in the quota of the country than can make better arrangements for the export of the film;
  - c. if difficulties still exist, the co-produced film shall be included in the quota of the country of which the director is a national.
- ii. Notwithstanding the above, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production under this Agreement shall be entitled as any other national production of that country to unrestricted entry into the importing country if that country so agrees.

## Article 13

- i. A co-production shall when shown, be identified as a "Italy-India Co-production" or "India-Italy Co-production" according to the origin of the majority co-producer or in accordance with an agreement between co-producers.
- ii. Such identification shall appear in the credits, in all commercial advertising and promotional material and whenever the co-production is shown.

## Article 14

- i. In the event of presentation at international film festivals, and unless the co-producers agree otherwise, a co-production shall be entered by the country of the majority investment co-producer or, in the event of equal financial participation of the co-producers, by the country of which the director is a national.

- ii. Prizes, grants, incentives and other benefits awarded to the cinematographic or audio visual works may be shared between the co-producers, in accordance with what has been established in the co-production contract and in conformity with applicable laws in force.
- iii. All prizes which are not in cash form, such as honorable distinctions or trophies awarded by third countries, for cinematographic and audio visual works produced according to the norms established by this agreement, shall be kept in trust by the majority co-producer or according to terms established in the co-production contract I agreement.

#### Article 15

- i. The competent authorities of both countries shall jointly establish, through a subsequent exchange of notes, the rules of procedure for co-productions, taking into account the laws and regulations in force in Italy and in India.

#### Article 16

- i. No restrictions shall be placed on the import, distribution and exhibition of Indian film, television and video productions in Italy or that of Italian film, television and video productions in India other than those contained in the legislation and regulations in force in each of the two countries, including in case of Italy the obligation deriving from the norms of the European Union insofar as the free circulation of goods among Italy and other European Union countries is concerned, will be respected.

#### Article 17

- i. Any difference or dispute regarding the implementation of this Agreement shall be settled by mutual consultation and negotiation. This does not absolve the right of co-producers who enter into various contracts to seek legal remedies – such remedies may include conciliation, mediation and arbitration.
- ii. The rights arising out of this Agreement will not be enforceable at the instance of third party(ies) who are not signatory to this Agreement.
- iii. An appropriate Joint Commission may look after the implementation of this Agreement. A meeting of the Joint Commission shall take place in principle once every two years alternately in the two countries. However, it may be convened for extraordinary sessions at the request of one or both competent authorities, particularly in the case of major amendments to the legislation or the regulations governing the film, television and video industries in one country or the other, or where the application of this Agreement present various difficulties and shall submit to the competent Authorities in the

two countries, for consideration, the necessary amendments in order to resolve any difficulties arising from the application of this agreement as well as to improve it in the best interest of both countries. The recommendations of the Joint Commission are not binding on the two Governments.

#### Article 18

- i. The present Agreement shall come into force when each Party has informed the other that its internal ratification procedures have been completed.
- ii. It shall be valid for a period of three (3) years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other Party gives written notice of termination six (6) months before the expiry date.
- iii. Co-productions which have been recognised by the competent authorities and which are in progress at the time of notice of termination of this Agreement by either Party shall continue to benefit fully until completion from the provisions of this Agreement. After expiry or termination of this Agreement, its terms shall continue to apply to the division of revenues from completed co-productions.
- iv. Done in two originals at Rome, this 13th Day of May 2005, each in Italian, English and Hindi language, all versions being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

In Witness Whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

For The Government of The Republic of India

For The Government of The Italian Republic

REPUBLIC OF KOREA

# Agreement Between the Government of the Republic of India and the Government of the Republic of Korea on Cooperation in Audio-Visual Co-production

The Government of the Republic of India (hereinafter referred to as “India”) and the Government of the Republic of Korea (hereinafter referred to as “Korea”); hereinafter individually referred to as the “Party” and jointly referred to as the “Parties”,

RECALLING Article 9.1 of the Comprehensive Economic Partnership Agreement between the Republic of India and the Republic of Korea (hereinafter referred to as “CEPA between India and Korea”) signed in Seoul on 7th August 2009, which recognizes the importance of audio-visual co-productions and envisages co-production agreements between the Parties in the audio-visual sector;

FURTHER RECALLING paragraph 2, Article 9.1 of the CEPA between India and Korea which stipulates that such an agreement is an integral part of the CEPA between India and Korea;

DESIRING to expand and facilitate the co-production of audio-visual works in the context of cultural cooperation between the Parties;

And

CONVINCED that such cooperation will contribute to the facilitation of cultural and economic exchanges between the Parties;

HAVE AGREED as follows –

## Article 1

### Definitions

For the purposes of this Agreement –

- a) “Audio-visual co-production” means an audio-visual work such as films, animations and broadcasting programmes made by one or more co-producer(s) of a Party in cooperation with one or more co-producer(s) of the other Party (or in the case of a third country co-production under Article 5, with one or more co-producer(s) of a third country) which is approved by the competent authorities of each Party. New forms of audio-visual co-productions shall be included in this Agreement by an exchange of notes between the Parties;
- b) “Film” means a series of images or of images and sound, including animation and documentary productions, produced in any format, which is intended to be shown in a cinema;
- c) “Co-producer” means a national or juridical person of Korea or a national or juridical person of India involved in the making of an audio-

visual co-production, or, in relation to Article 5, a national or juridical person of a third country;

- d) “Juridical person” means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association or society; and
- e) “National” means –
  - I. for India, a citizen of the Republic of India; and
  - II. for Korea, a Korean as defined in Article 2 of the Constitution of Korea and its laws.

## Article 2

### Approval of Audio-Visual Co-Productions

1. Applications for the making of an audio-visual co-production shall be submitted to the competent authorities of the Parties. The competent authorities may, subject to this Agreement and the laws and regulations of each Party, approve applications submitted to them prior to the commencement of the shooting for the making of an audio-visual co-production. Approvals granted by the competent authorities shall be in writing and may specify the conditions upon which the approval is granted.
2. When approving an audio-visual work as an audio-visual co-production, the competent authorities shall ensure that none of the co-producers shall be linked, directly or indirectly, through legal entities with common management, ownership or control, except to the extent that it is inherent in the making of the audio-visual co-production itself.
3. The competent authorities of the Parties may, to the extent possible under their laws and regulations, exchange all information concerning the approval, rejection, change or withdrawal of any application for the approval of an audio-visual co-production. In this context, the competent authorities of the Parties may ensure that an audio-visual work conforms to the provisions of this Agreement. Each competent authority, in deciding whether to approve or refuse an application, shall apply the relevant laws and regulations of that Party.

4. The competent authorities of the Parties may subject the audio-visual co-production to final approval upon completion of the audio-visual co-production and prior to its distribution.
5. The approval of an audio-visual work as an audio-visual co-production by the competent authorities, shall not bind the relevant authorities of either Party to permit the public exhibition or broadcast of the completed audio-visual co-production.

### Article 3

#### *Entitlement to Benefits*

1. An audio-visual co-production made in accordance with this Agreement shall be fully entitled to all the benefits which are or may be accorded to national audio-visual work by each Party under the laws and regulations of that Party.
2. Any benefits accorded to an audio-visual co-production by either Party shall be administered, including in respect of the co-producer that may apply for, receive, and dispose of such benefits in accordance with the laws and regulations of that Party.

### Article 4

#### *Contributions*

1. The minimum respective financial contributions to a co-produced audio-visual work other than a broadcasting programme (including animation for broadcasting purposes), of the co-producers of each Party shall not be less than 20 percent of the total production cost of the co-produced audio-visual work. With respect to a broadcasting programme (including animation for broadcasting purposes), this contribution shall not be less than 30 percent of total production cost. Calculation of the financial contribution may include in-kind contributions.
2. The performing, technical and craft contribution (being the “creative” contribution) of each co-producer to a co-produced audio-visual work shall be in reasonable proportion to each co-producers’ financial contribution.

### Article 5

#### *Third Country Co-Productions*

1. Where either Party maintains with a third country an audio-visual co-production agreement (or arrangement of less-than-treaty status), the competent authorities of the Parties may approve an audio-visual work that is to be made in conjunction with one or more co-producer(s) from that third country as an audio-visual co-production under this Agreement provided that one or more co-producer(s) of Korea and one or more co-producer(s) of India are engaged in that audio-visual co-production.

2. In the case of paragraph 1, both the financial and creative contributions of one or more co-producer(s) of the third country shall, consistent with paragraph 1 of Article 4, account for at least 10 percent of the total financial and creative contribution to the co-produced audio-visual work.

### Article 6

#### *Participation*

1. Persons participating in an audio-visual co-production shall be nationals of the Parties and in the case of a third country co-production under Article 5, nationals of the third country.
2. Notwithstanding paragraph 1, the competent authorities of the Parties may approve –
  - a) where the script or financing dictates, the participation of restricted numbers of performers from other countries; and
  - b) in exceptional circumstances, the participation of restricted numbers of technical personnel from other countries.

### Article 7

#### *Temporary Entry*

In accordance with its laws and regulations in force, each Party shall endeavour to facilitate the entry into and temporary stay in its respective territory of the artistic and technical personnel and performers from the other Party for the purpose of the audio-visual co-production.

### Article 8

#### *Temporary Importation of Material and Equipment for the Purpose of Making an Audio-Visual Co-production*

Notwithstanding the provisions of Chapter Two (Trade in Goods) in the CEPA between India and Korea, the Parties shall, in conformity with their respective laws and regulations, examine and endeavour to allow the temporary importation of the technical material and equipment necessary for the audio-visual co-production under this agreement by the artistic and technical personnel and performers from the territory of a Party into the territory of the other Party.

### Article 9

#### *Credits*

An audio-visual co-production and the advertising and promotional material associated with it shall include either a credit title indicating that the audio-visual co-production is an “Official Korea-India Co-Production” or an “Official India-Korea Co-Production” or, where relevant, a credit which reflects the participation of Korea, India and the third country co-producer, according to the origin of the majority co-producer or in accordance with an agreement between the co-producers.

## Article 10

### *Institutional Mechanism*

#### Competent Authorities

1. Each Party hereby designates the following competent authorities for the purposes of implementing this Agreement –
  - a. for India, the Ministry of Information and Broadcasting or its successor; and
  - b. for Korea, the Ministry of Culture, Sports and Tourism/ the Korean Film Council (KOFIC) for films (including animation film) and the Korea Communications Commission for broadcasting programmes (including animation for broadcasting purposes), or their successors.

Either Party may change its appointed competent authority by giving notice to the other Party through diplomatic channels. The change in the competent authority shall take effect 30 days after the notice has been received.

2. The competent authorities may examine the implementation of this Agreement and consult with each other to resolve any difficulties arising out of its application.
3. Soon after the entry into force of this Agreement, the competent authorities of the Parties shall exchange their respective laws and regulations concerning the procedures and documentations necessary for approval and benefits to be accrued to the audio-visual co-production and the co-producer(s) of each Party. The competent authorities of the Parties shall periodically update such information.

#### Ad hoc Committee

4. Either Party may request to establish an ad hoc Committee to discuss any matter related to this Agreement by delivering a written request to the competent authority of the other Party and the other Party shall give due consideration to the request. The ad hoc Committee shall comprise appropriate senior officials from the competent authorities and/ or other appropriate agencies and ministries of each Party. The ad hoc Committee shall discuss the matter at a time and place agreed to by the Parties.

## Article 11

### Non-Application of Dispute Settlement Provisions

Chapter Fourteen (Dispute Settlement) of the CEPA between India and Korea shall not apply to any matter or dispute arising under this Agreement. Any dispute arising out of the interpretation and implementation or application of any of the provisions of this Agreement shall be settled amicably through mutual discussions and dialogue between the Parties.

## Article 12

### *Entry into Force*

This Agreement shall enter into force once the Parties have notified each other in writing that their respective necessary legal procedures for the entry into force of this Agreement have been completed. This Agreement shall enter into force on the latter date of these two notifications.

## Article 13

### *Amendment*

1. The Parties shall supervise and review the implementation of this Agreement and make any proposals considered necessary for any amendment of this Agreement.
2. The Parties may amend this Agreement at any time by mutual written consent. Such an amendment shall constitute an integral part of this Agreement and enter into force on such date as may be agreed upon by the Parties after the Parties have exchanged written notifications confirming to the other Party that they have completed the necessary internal legal procedures.

## Article 14

### *Duration and Termination*

1. This Agreement shall be terminated when the CEPA between India and Korea is terminated.
2. Notwithstanding paragraph 1, this Agreement shall continue as if in force in respect of any audio-visual co-production approved by the competent authorities and yet to be completed prior to the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Seoul, on the 18th day of May 2015, in two originals, each in Hindi, Korean and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Government of the Republic of India

For the Government of the Republic of Korea

**NEW ZEALAND**

# Agreement on Audio-Visual Co-Productions between the Government of New Zealand and the Government of the Republic of India

The Government of New Zealand and the Government of the Republic of India (the “Parties”)

SEEKING to enhance cooperation between the two countries in the area of film making;

DESIROUS of expanding and facilitating the co-production of films which may be conducive to the film industries of both countries and to the development of their cultural and economic exchanges;

CONVINCED that these exchanges will contribute to the enhancement of relations between the two countries;

HAVE AGREED as follows –

## Article 1

### Definitions

1. “Competent Authorities” shall mean the authorities designated as such in the Annex by each Party.
2. “Co-producer” means one or more New Zealand nationals or one or more nationals of India involved in the making of co-production films, or, in relation to Article 5 (Third Country Co-Productions), nationals of a third country.
3. “Nationals” means –
  - a. for India, citizens of India; and
  - b. for New Zealand
    - i. citizens of New Zealand; or
    - ii. permanent residents of New Zealand.
4. “Film” means an aggregate of images, or of images and sounds, embodied in any material, irrespective of length, including animation and documentary productions, produced in any format, for exploitation in theatres, on television, videocassette, videodisc, CD-ROM, DVD or by any other form of distribution.
5. “Co-production film” means an audio visual film made by one or more co-producers of one Party in co-operation with one or more co-producers of the other Party under a project approved by the Competent Authorities under Article 3 (Conditions for Obtaining Approval of Co-production Status), and includes a film to which Article 5 (Third Country Co-Productions) applies.

## Article 2

### Recognition as a National Film and Entitlement to Benefits

1. A co-production film shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws.

2. Any benefits which may be granted within either Party in relation to a co-production film shall accrue to the co-producer who is permitted to claim those benefits in accordance with the legislation of that Party, subject to any other relevant international obligations.

## Article 3

### Conditions for Obtaining Approval of Co-Production Status

1. Co-production films shall require, prior to the commencement of shooting, approval by both the Competent Authorities. Approvals shall be given after consultations between the Competent Authorities to discuss the merits of the particular co-production. Approvals shall be in writing and shall specify the terms and conditions upon which approval is granted.
2. In considering proposals for the making of a co-production film, both the Competent Authorities shall consult and, with due regard to their respective policies and guidelines, apply the rules set out in the Annex to this Agreement.
3. None of the co-producers shall be linked by common management, ownership or control, save to the extent that it is necessary in the making of the co-production film itself.
4. The Parties are not responsible or liable for the credentials of either of the co-producers.

## Article 4

### Contributions

1. Both the financial contribution, and the performing, technical, craft and creative contribution of each co-producer shall account for at least 20% (twenty per cent) of the total effort in making the co-production film and no more than 80% (eighty per cent) of the total effort in making the co-production film.
2. Notwithstanding the contribution rules set out in paragraph 1 of this Article, and in accordance with the conditions for obtaining approval in Article 3, in exceptional cases the Competent Authorities of both countries may approve co-production projects where –
  - a. the contribution by one co-producer is limited to the provision of finance only, in which case approvals shall be limited to projects where the proposed finance-only contribution is at least 20% (twenty per cent) but no greater than 80% (eighty per cent) of the total budget of the Co-production project; or

- b. the Competent Authorities consider that the project would further the objectives of this Agreement and should be approved accordingly.

## Article 5

### *Third Country Co-Productions*

1. Where either India or New Zealand maintains with a third country a film co-production agreement, the Competent Authorities may approve a project for a co-production film under this Agreement that is to be made in conjunction with a co-producer from that third country.
2. Approvals under this Article shall be limited to proposals in which the contribution of the third country co-producer is no greater than the lesser of the contributions of the New Zealand and India co-producers.

## Article 6

### *Participants*

1. Persons participating in a co-production film shall be nationals of India or New Zealand and, where there is a third co-producer, nationals of the third co-producer's country.
2. Subject to the approval of the Competent Authorities –
  - a. where script or cost dictates, restricted numbers of performers from other countries may be engaged;
  - b. in exceptional circumstances, restricted numbers of technical personnel from other countries may be engaged.

## Article 7

### *Film Processing, Laboratory Work, Negatives and Languages*

1. The processing of film including the laboratory work, digital intermediate, visual and special effects work shall be done in either India or New Zealand. In exceptional circumstances, Competent Authorities of both countries may authorise such work to be done in a country not participating in the film co-production.
2. At least 90% (ninety per cent) of the footage included in a co-production film shall be specially shot or created for the film unless otherwise approved by the Competent Authorities.
3. The original soundtrack of each co-production film shall be made in Hindi or any other Indian language or dialect or in any official language of New Zealand, or in any combination of those permitted languages.
4. Dubbing of the post-release prints into any other language can be carried out in any third country, if required.

5. The soundtrack may contain sections of dialogue in any language in so far as is required by the script.

## Article 8

### *Location Shooting*

1. Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out either in India or in New Zealand.
2. The Competent Authorities may approve location shooting in a country other than those of the participating co-producers if the script or action so requires and if technicians from India and New Zealand take part in the shooting.
3. Notwithstanding Article 6, where location shooting is approved in accordance with the present Article, citizens of the country in which location shooting takes place may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

## Article 9

### *Acknowledgements and Credits*

A co-production film and the promotional material associated with it shall include either a credit title indicating that the film is an "Official Indian – New Zealand Co-production" or an "Official New Zealand – Indian Co-production" or, where relevant, a credit which reflects the participation of the Republic of India, New Zealand and the country of a third co-producer

## Article 10

### *Temporary Entry into the Country*

For approved co-productions, each Party shall permit, in accordance with the domestic law in force in its country, entry into and temporary residence in its territory for nationals of the other Party, and nationals of any third party co-producer approved under Article 5 (Third Country Co-Productions), directly employed in the making or promotion of an approved co-production.

## Article 11

### *Import of Equipment*

Each of the Parties shall provide, in accordance with their respective legislation, temporary admission, free of import duties and taxes, of technical equipment for the making of co-production films.

## Article 12

### *Taxation*

Notwithstanding any provision of this Agreement, for the purposes of taxation, laws in force in each of the two countries shall apply subject to the provisions of the Convention between the Government of New Zealand and the Government of the Republic of

India for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income.

### Article 13

#### *Permission for Public Exhibition*

1. Any public exhibition of a co-production film will be in accordance with the relevant Party's domestic laws.
2. The approval of Co-production status under this Agreement will not mean a commitment to permit public exhibition of the co-production film.

### Article 14

#### *Balanced Contribution*

1. While recognizing that the contributions of each co-producer in respect of an individual co-production film may not be balanced, the Parties shall attempt to ensure that an overall balance in the contributions of each Party, with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction., is maintained over the duration of this Agreement.
2. The Joint Commission, established under Article 15, shall, as part of its role, carry out a review to see whether this balance has been maintained and, if this is not the case, shall take measures, which it considers necessary in order to re-establish such a balance.

### Article 15

#### *Joint Commission*

1. There shall be a Joint Commission composed of representatives of the Parties, including the Competent Authorities and industry representatives.
2. The role of the Joint Commission shall be to supervise and review the operation of this Agreement and to make any proposals considered necessary to improve the effect of this Agreement.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties within six months of such a request.

### Article 16

#### *Status of Annex*

1. The Annex to this Agreement constitutes an implementing arrangement in respect of this Agreement and shall be read in conjunction with the provisions of this Agreement.
2. Subject to paragraph 2 of Article 18, any modifications to the Annex shall be agreed

by both the Competent Authorities, following consultations with the Joint Commission. No modifications to the Annex shall be in conflict with the provisions of this Agreement.

3. Modifications to the Annex shall be confirmed by both the Competent Authorities in writing and shall take effect on the date they specify.

### Article 17

#### *Entry into Force*

1. Each of the Parties shall notify the other in writing through the diplomatic channel of the completion of any procedure required by its constitutional law for giving effect to this Agreement. This Agreement shall enter into force on the date of such notification which is later in point of time.

### Article 18

#### *Amendment*

1. Subject to paragraph 2 of this Article, this Agreement may be amended by written agreement between the two Parties through an exchange of diplomatic notes. Amendments shall take effect on the date specified in the notes.
2. Either Party may by diplomatic note notify the other of a change in its Competent Authority. The change shall take effect on the date specified in the notes.

### Article 19

#### *Settlement of Disputes*

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation and shall not be referred for resolution to any national or international tribunal or a third party.

### Article 20

#### *Duration and Termination*

1. The term of this Agreement shall be for a period of three years from the date it enters into force and thereafter automatically renewed for further periods of three years.
2. Either Party may terminate this Agreement at the conclusion of a three-year period by giving six months' written notice in advance of such intention to the other Party through the diplomatic channel.
3. Notwithstanding paragraph 1 of this Article, this Agreement shall continue in force in respect of any co-production film approved by the Competent Authorities and yet to be completed prior to termination.

## Annex

Applications for Approval of Co-Production Status under the Agreement between the Government of New Zealand and the Government of the Republic of India on Audio-Visual Co-Productions

1. The Competent Authorities for this Agreement between the Government of New Zealand and the Government of the Republic of India on Audio-Visual Co-Productions are the Ministry of Information and Broadcasting in the Republic of India and the New Zealand Film Commission (NZFC) in New Zealand.
2. The approval process under Article 3 of the Agreement will comprise two stages – Provisional Approval upon application and Final Approval upon completion of the film and prior to distribution.
3. Applications for Provisional Approval under Article 3 of the Agreement will be made simultaneously to both Competent Authorities at least sixty (60) days before shooting begins. The Competent Authorities will consult on whether to approve or decline an application within forty (40) days of the submission of the complete documentation as described in paragraph 4 below.
4. The following documentation/information (in English) needs to be submitted in support of an application –
  - a. The final script and synopsis;
  - b. The title of the co-production;
  - c. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs may be attached;
  - d. The name of the director (a substitution clause is permitted to provide for his/her replacement if necessary);
  - e. The financing plan;
  - f. A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
  - g. The detailed budget identifying the expenses to be incurred by each country;
  - h. Documentary proof of having legally acquired the rights to produce and exploit the co-production and that the copyright for the co-production has been legally acquired;
  - i. A copy of the co-production contract signed by the two co-producers, that will –
    - ii. assign, as between the co-producers, ownership of all intellectual property rights arising from the making of the co-production film;
    - iii. set out the arrangements between the co-producers regarding the exercise of rights of access to and use of copyright works created in the making of the co-production film;
    - iv. set out the financial liability of each co-producer for costs incurred –
      - a. in preparing a co-production project which is refused approval as a co-production film by the Competent Authorities;
      - b. in making a film which has been given such approval and fails to comply with the conditions of such approval;
      - c. in making a co-production film, permission for whose public exhibition is withheld in any of the countries of the co-producers;
      - v. set out the arrangements regarding the division between the co-producers of the receipts from the exploitation of the co-production film including those from export markets;
      - vi. specify dates by which the respective contributions of the co-producers to the production of the film will have been completed;
      - vii. specify whether the co-production film will be shown in film festivals as a national film of the majority co-producer or as a national film of all the co-producers;
    - viii. set out arrangements for the sharing of revenues, markets, media or a combination of these;
    - ix. detail the respective shares of the co-producers in any over or under expenditure; and
    - x. specify any other conditions of approval that the Competent Authorities jointly decide.
5. The majority co-producer will normally be responsible for arranging entry of co-production films in international festivals. Films produced on the basis of equal contributions will be entered as a film of the country of which the director is a national, and if this is not possible then the film will be submitted as a film of the country of which the lead actor is a national, subject to the agreement of both Competent Authorities.
6. Two negatives, or at least one intermediate negative and one duplicate negative, will be made of all co-produced films. Each co-

producer will be entitled to make a further duplicate or prints there from. Each co-producer will also be entitled to use the original negative in accordance with the conditions decided upon between the co-producers themselves.

7. The sharing of expenses and revenues will be as mutually decided by the co producers.
8. Where a co-production is exported to a country that has quota regulations, it will be included in the quota of the Party –
  - a. which is the majority co-producer;
  - b. that has the best opportunity of arranging for its export, if the respective contributions of the co-producers are equal;
  - c. of which the director is a national, if any difficulties arise with the application of subparagraphs a. and b. hereof.
9. Notwithstanding paragraph 8, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production undertaken under this Agreement will be as entitled as any other national production of the above-mentioned co-producing country to unrestricted entry into the importing country if that above-mentioned co-producing country so agrees.

POLAND

# Agreement Between The Government of The Republic of India And The Government of The Republic of Poland on Audiovisual Co-Production

The Government of The Republic of India And The Government of The Republic of Poland hereinafter referred to as the “Parties” –

Considering it desirable to establish a legal framework for relations regarding audiovisual co-production, especially the production of films for the cinema and television, as well as films intended solely for dissemination on analogue or digital data carriers;

Aware that a high quality of co-production may encourage the development of enterprises and institutions which produce, distribute and disseminate films and enhance cultural and economic exchange between both States;

Convinced that such exchange shall strengthen relations between both States;

Have agreed as follows –

## Article 1

1. For the purpose of this Agreement –

- 1) The term “Co-production” means a set of actions taken by co-producers from both States that result in production of a film, regardless of genre or length, with or without sounds, including fiction, animation and documentary productions, made in any format, and intended for distribution in any manner, especially cinema screening as its primary field of use;
- 2) The term “Co-producer” means a person who is a citizen of the Republic of Poland or the Republic of India, or a legal entity based in the territory of either State who is authorised to enter into co-production contracts with a view to organising, carrying out and co-financing film production;
2. Each co-production undertaken under this Agreement, after it has fulfilled all the conditions herein, must gain approval from the following Competent Authorities –
  - i. In the Republic of India – the Ministry of Information and Broadcasting
  - ii. In the Republic of Poland – the Minister of Culture and National Heritage,
  - iii. Each co-production undertaken under this Agreement shall be in accordance with the law in force in the Republic of Poland and in the Republic of India.
  - iv. Unless otherwise provided for under the laws in force in the Republic of Poland and the Republic of India, each co-production undertaken under this Agreement shall

be regarded as a domestic production in each State-Party in order to obtain all present and future benefits conferred upon domestic productions in these two States. Nevertheless, such benefits shall be due only to co-producers from the State which confers these benefits.

## Article 2

The Co-producers in either of the two States shall satisfy themselves about each other’s capability, including their professional knowledge, organisational capability, financial backing and professional reputation.

## Article 3

1. The financial contribution of each co-producer shall be between twenty (20) percent and eighty (80) percent of the co-production budget.
2. The co-producers from each State should make a tangible creative and technical contribution to a co-production in proportion to their share in its budget, encompassing the total engagement of film makers, actors, technical-production personnel, laboratories and facilities. In justified cases, the Competent Authorities may approve a co-production which does not satisfy all of these requirements.

## Article 4

1. Producers, directors, screenwriters and actors, as well as technicians and remaining staff engaged in the co-production, must hold Polish or Indian citizenship or have their place of abode or permanent residence in one of these States, in accordance with the domestic law of each State.
2. In exceptional circumstances, where the co-production requires so, participation of professionals who do not fulfil the conditions set out in paragraph 1 may be permitted. This shall require approval by the Competent Authorities of both the States.

## Article 5

1. The Competent Authorities may approve a co-production involving, apart from Polish and Indian co-producers, co-producers from third countries which are parties to an audiovisual co-production agreement with at least one of these States (multilateral co-production).
2. The minimum contribution by a co-producer in a multilateral co-production should be ten percent (10%) of the co-production’s budget. Article 3 paragraph 2 of this Agreement shall apply as appropriate.

## Article 6

1. Filming and animation work, including the storyboard, layout, key animation and in between as well as sound recording, should be carried out in the Republic of Poland or the Republic of India.
2. The filming of scenes in the open air or indoors may be performed in a third country if the screenplay or plot requires it and if Polish and Indian technicians are involved in this work.
3. Laboratory processing shall be carried out in the Republic of Poland or the Republic of India, unless this is not possible for technical reasons. In such a case, the Competent Authorities may permit the laboratory processing to be carried out in a third country.

## Article 7

1. The original soundtrack of each co-production shall be recorded in Polish, English or any one of the languages or dialects of India (languages of the Parties). Dubbed soundtracks in any of these languages may be recorded in the Republic of Poland or in the Republic of India. A film may be made in more than one language of the Parties version. Dialogues may also be recorded in other languages if the screenplay requires this.
2. Each language version of each co-production (dubbing or subtitles) shall be produced in the Republic of Poland and in the Republic of India, as appropriate. Any departures from this rule must be approved by the Competent Authorities.

## Article 8

1. Each co-production shall be made in at least two copies of good picture quality, of equal legal validity, and in two international sound copies, on media which permit independent distribution in the Republic of Poland and the Republic of India.
2. The original negatives, as well as the final version of back-up copies and master copy, shall be stored in the country of the majority co-producer or in another place agreed upon between the co-producers. Regardless of the place of storage, each co-producer should have guaranteed access to these materials at any time, so that he may make essential reproductions under terms and conditions agreed upon between the co-producers.
3. At least two back-up copies of medium and high-budget co-productions shall be made. If the co-producers so agree, only one back-up copy and one copy of the materials for reproduction may be made in the case of co-productions deemed to be low budget co-productions by the Competent Authorities.

## Article 9

In accordance with the laws in force in their States, the Parties shall –

1. facilitate producers, screenwriters, directors, technicians, actors and other personnel specified in each co-production contract to enter and briefly stay in their country,
2. facilitate that the film equipment and tapes required for co-production to be brought into and taken out of the country.

## Article 10

No provision of this Agreement shall imply that the approval of co-production or the granting of any associated benefits by the Competent Authorities signifies an obligation by any of the Governments to grant a license, concession, permit or similar decision to co-producers or any other persons for the dissemination of a co-production. Neither shall any such provision imply that these Authorities consider a co-production justified or bear any responsibility for it.

## Article 11

1. If a co-production is exported to a third country which has quota restrictions, the co-production shall be included in the quota of the majority co-producing State.
2. If there is no majority co-producing State, the co-production shall be included in the quota of that State-Party which, in the joint opinion of the co-producers, has better chances of exporting the film. In the absence of agreement between the co-producers, the co-production shall be included in the quota of the country of which the director is a citizen.
3. If one of the State-Parties enjoys an unlimited right to export its films to a third country which applies a maximum quota of such imports, the co-production, like any other domestic production of the State-Party, shall be the subject of unlimited exports to that third country, with the approval of that State's Competent Authorities.

## Article 12

1. Each co-production destined for presentation shall be endorsed with the caption "A Polish-Indian Co-production" or "An Indian-Polish Co-production", depending on the majority co-producer's State of origin. In the absence of such a co-producer, the co-production shall be endorsed in accordance with the terms of the co-production contract.
2. The caption referred to in paragraph 1 shall be accommodated in the opening credits and in all advertising and promotional materials, especially whenever such a co-production is presented.

### Article 13

1. Unless otherwise agreed upon by the co-producers, if a co-production is to be presented at an international film festival, it shall be submitted by the majority co-producer's State or, in the absence thereof, by the State of which the film director is a citizen.
2. Prizes, grants and other distinctions granted for the co-production shall be divided between the co-producers in accordance with the terms of the co-production contract and the laws in force in both States.
3. All non-pecuniary awards granted for the co-production, especially any honorary distinctions and statuary conferred by a third country or by an organization from a third country, shall be kept by the entity specified in the co-production contract or, in the absence thereof, by the majority co-producer.

### Article 14

The producers governing the application of this Agreement, taking into account the law in force in the Republic of Poland and in the Republic of India, are set forth in an Appendix to this Agreement and thus form an integral part thereof.

### Article 15

The Parties shall impose no restrictions on the import, distribution and dissemination of Polish and Indian films to be shown in the cinema or on television, or destined solely for distribution on analogue or digital data carriers, to the extent permitted under the laws of the Republic of Poland and in the Republic of India.

### Article 16

1. Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation and shall not be referred for resolution to any national or international tribunal or a third party.
2. To facilitate the application of this Agreement, the Parties or Competent Authorities may appoint a Joint Commission which will normally meet every two years, alternately in the Republic of Poland and in the Republic of India. The Commission may also be convened for an extraordinary meeting at the motion of the Competent Authorities or one or both Parties, especially in the event of significant changes to the legislation of any of the States-Parties which could affect the implementation of this Agreement, or in the event of major difficulties with its implementation.

### Article 17

This Agreement may be amended by the mutual consent of the Parties through the exchange of notes between the Parties through diplomatic channel. The change shall take effect on the date specified in the note.

### Article 18

1. This Agreement shall be subject to approval in accordance with the laws of each Party, which shall be stated through an exchange of the notes. The Agreement shall enter into force within sixty (60) days of reception of the second of the notes.
2. This Agreement shall remain in force for a period of 5 (five) years from the date of its entry into force, and then shall be automatically renewed for successive periods of 5 (five) years, unless written notice is otherwise given for termination by either party to the other party at least 6 (six) months before the expiry of the relevant period.
3. Any co-productions approved by the Competent Authorities and being realized at the moment of termination of this Agreement by either party shall continue to be bound by the terms thereof until they are completed. If this Agreement expires or is terminated, its provisions will be applied to the division of revenues from completed co-productions.

In witness whereof the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done at Warsaw on 4<sup>th</sup> of July 2012 in two original, each of them in Polish, Hindi and English, all texts being equally authentic. In the case of divergence in their interpretation, the English text shall prevail.

For The Government of The Republic of India

For The Government of The Republic of Poland

## Appendix

### Procedures

#### General Provisions

Applications for any benefits under this Agreement in aid of any co-production must be submitted simultaneously to the Competent Authorities at least sixty (60) days before filming begins. The Competent Authorities of the State of which the majority co-producer or another co-producer indicated by the co-producers is a citizen shall convey their decision to the Competent Authorities of the other State within thirty (30) days of the submission of the complete documentation listed below. Again within thirty (30) days, the Competent Authorities of the other State shall convey their decision to the Competent Authorities of the first State and to the co-producer appointed by the co-producers.

Applications should be supported by the following documents, drawn up in Polish and English in the case of the Republic of Poland and in English and one of the languages of India in the case of the Republic of India –

1. Final version of the screenplay,
2. Evidence of the lawful acquisition of the copyright necessary to a given co-production,
3. A signed copy of a co-production contract concluded between co-producers, which should contain –
  - a) The title of the co-production,
  - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources,
  - c) The name of the director,
  - d) A synopsis,
  - e) A budget plan,
  - f) A financial plan, stating the financial input of the co-producers,
  - g) A clause defining the division of revenues and markets,
  - h) A clause setting forth a share in the copyright in proportion to the input of individual co-producers,
  - i) A clause describing what to do if the budget is exceeded,
  - j) A clause describing the measures to be taken if one of the co-producers does not discharge its obligations,

- k) A clause setting forth the rules governing financial settlements if any co-producer fails to provide the financial contribution agreed upon in the co-production contract,
  - l) A clause confirming that the acceptance of a co-production does not imply any production will be distributed in the States-Parties,
  - m) A clause obligating the majority co-producer to take out an insurance policy providing cover at least against “all production risks” and “all production risks connected with original materials.”
  - n) The date on which filming commences.
4. The distribution agreement, if such an agreement has already been concluded,
  5. A list of the filmmakers, actors and technicians, indicating their citizenships and, in the case of actors, the names of their characters,
  6. A production schedule,
  7. A detailed budget, showing the expenditures to be incurred by the co-producers in each State.

#### Important Provisions For Indian Party

In addition, an application addressed to the Indian Ministry of Information and Broadcasting (MIB) should be accompanied by four copies of the screenplay and film synopsis, together with a payment mandate for US\$ 225 payable to Ministry of Information & Broadcasting.

If the film is to be shot wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the Republic of Poland and Ministry of Information & Broadcasting with the following information –

1. Details of any non-Indian members of the film crew – names, passport numbers and expiry dates, country which issued the passport, nationality, permanent and temporary address.
2. An accurate description of the shooting locations and the film crew’s travel plans.
3. A description of the cinematographic equipment and quantity of film to be brought in to the Republic of India temporarily.

Within three weeks of receipt of the required set of documents, the Ministry of Information & Broadcasting will send the appropriate filming permit to all co-producers and the Competent Authorities in the other State. A longer period for issuing the filming permit may be required if filming is to take place in Jammu and Kashmir, north-eastern States and some border zones.

Permission to film in the Republic of India may be dependent upon the following conditions –

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay,
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Education, etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information & Broadcasting,
3. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
4. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the Republic of Poland before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew – at the expense of the Government of the Republic of India.

### **Concluding Provisions**

The Competent Authorities may ask for any additional documents or information which they consider essential in order to consider an application for a co-production.

The final screenplay (with script) should be presented to the Competent Authorities prior to the start of filming.

Amendments, including a change of co-producer, may be made to the original co-production contract. However, any amendments must be submitted to the Competent Authorities for approval before the co-production is completed. A change of co-producer is permissible only in exceptional circumstances, and for reasons considered by the Competent Authorities to be satisfactory. The Competent Authorities shall inform each other of the decisions they have reached.

PORTUGAL

# Agreement Between The Republic of India And The Portuguese Republic On Audio-Visual Co-Production

The Republic of India and the Portuguese Republic, here in after, referred to as “the Parties”

TAKING INTO ACCOUNT that both Parties have ratified and are committed to implementing the Convention on the Protection and Promotion of the Diversity of Cultural Expressions, signed in Paris, on the 20th October 2005;

SEEKING to improve the cooperation between the two States in the audio-visual field and aware of the contribution that co-production can make to the development of the audio-visual industry;

DESIROUS of promoting and facilitating the co-production of films between the two States, and the development of their cultural and economic exchanges;

CONVINCED that these exchanges shall contribute to improve the relations between the two States,

HAVE AGREED AS FOLLOWS

## Article 1

### Definitions

In this Agreement, unless the Agreement otherwise requires –

1. “Approved Co-production” means a film, including feature film, documentary and animation film irrespective of length, for exploitation in cinemas, televisions or any other form of distribution, jointly invested in and produced by co-producers made in accordance with the terms of recognition given by the competent authorities of Republic of India and Portuguese Republic under this Agreement. New forms of audio-visual production shall be included in the present Agreement by exchange of notes between the Parties.
2. “Competent Authorities” means both Competent Authorities responsible for the implementation of this Agreement or either Competent Authority in regard to its own State, as the case may be. The Competent Authorities are –
  - (i) On behalf of the Republic of India, the Ministry of Information and Broadcasting;
  - (ii) On behalf of the Portuguese Republic, the Instituto do Cinema e Audiovisual - ICA, I.P. (Film and Audio-visual Institute).
3. The term “Co-producer” means a person who is a citizen of the Republic of India or the Portuguese Republic or a legal entity based or established in the territory of either State who is authorized to enter into co-production contracts with a view to organising, carrying out and co-financing film production;

## Article 2

### Recognition as a National Film and Entitlement to Benefits

1. An Approved Co-production shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws.
2. These films shall be entitled to claim all State support and benefits available to the film and video industries and the privileges granted by the provisions in force in the respective States.

## Article 3

### Temporary Entry into the State

1. Each Party shall permit, in accordance with their respective legislation(s), temporary import and export of any equipment necessary for the production of an Approved Co-production.
2. Each Party is committed to process as quickly as possible and according to applicable law any request of a person engaged in the making or promotion of an Approved Co-production to enter and remain in the State for the length of stay as needed to complete the Approved Co-production.

## Article 4

### Participants

1. The persons participating in the production of an Approved Co-production shall fulfill the following requirements –
  - (a) As regard to the Republic of India, they shall be -
    - (i) Nationals/Citizens of the Republic of India, or;
    - (ii) Entities which are established and/or incorporated in India.
  - (b) As regard to the Portuguese Republic, they shall be -
    - (i) Nationals/Citizens of the Portuguese Republic or the European Economic Area;
    - (ii) Entities which are based or established in the Portuguese Republic.
2. Participants in the co-production as defined in subparagraphs (a) and (b) must retain their national status at all times throughout the production activity, and may not acquire or lose such status at any point during the course of production activity.
3. Should the film so require, the participation of professionals who are not citizens of any of the co-producing States may be permitted, subject

to the approval of the competent authorities of both States.

## Article 5

### *Contributions in Bilateral Co-production*

1. As a general rule, the approved co-production status under this Agreement is granted to bilateral co-productions in which the contribution of the minority co-producer is not below 20% (twenty per cent) of the total cost of the film.
2. Notwithstanding the provisions of this Agreement and in the interest of bilateral co-productions, even those films which are produced in one of the two States and where the minority contribution is limited to financial investment may be granted approved co-production status according to the Co-production Agreement. In such a case, the minority contribution may not be less than 20% (twenty per cent) of the total cost of the film.

## Article 6

### *Conditions for obtaining Co-production status*

1. Approved co-productions shall require, prior to the commencement of shooting, approval of the Competent Authorities of both States.
2. The approvals granted under the national laws of both States shall be in writing and shall specify the conditions under which the approval is granted.
3. None of the co-producers shall be linked by common management, ownership or control, save to the extent that such links are inherent in the making of the Approved Co-production itself.
4. In considering proposals for the making of an Approved Co-production, both Competent Authorities shall apply the rules and principles set out in this Agreement, including the Annexure which is part of this Agreement, with due regard to their respective policies and guidelines.
5. Competent Authorities shall publish guidelines namely with respect to further specifications on the application procedure and special cases.
6. When adopting such guidelines, the Contracting Parties shall ensure a coherent interpretation and implementation of this Agreement.
7. Nothing in this Agreement binds the competent authorities in the territories of the Parties to permit the public exhibition of a film, which has been granted Approved Co production status.

## Article 7

### *Film Negatives and Languages*

1. The original soundtrack of each Approved Co-production shall be made in Hindi, or any other Indian language or dialect, or in Portuguese, or in English, or in any combination of those permitted languages. Dialogue in other languages may be included in the Approved Co-production, as the script requires.
2. The dubbing or subtitling into one of the permitted languages of the Republic of India shall be carried out in the Republic of India.

## Article 8

### *Minority and majority contribution in the case of multilateral co-productions*

Subject to the specific conditions and limits laid down in laws and regulations in force in the Parties, in the case of multilateral co-productions, the minority contribution may not be less than 10% (ten per cent) and the majority contribution may not exceed 70% (seventy per cent) of the total cost of the film.

## Article 9

### *Balanced contribution*

1. A general balance should be maintained with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction).
2. The Joint Commission, established in terms of this Co-production Agreement, shall carry out a review to see whether this balance has been maintained.
3. If this is not the case, the Joint Commission may propose measures which it considers necessary in order to re-establish such a balance.

## Article 10

### *Joint Commission*

1. The Joint Commission shall comprise an equal number of members from both Parties, representing the Governments and the film industry of both Parties.
2. The role of the Joint Commission shall be to supervise and review the implementation and operation of this Agreement and to make any proposals considered necessary to improve the implementation of the Agreement.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties within six months of such a request.

## Article 11

### *Entry in International Film Festivals*

1. As a rule, applications for selection of Approved Co-productions in international festivals shall be submitted by the majority co-producer.
2. Films produced on the basis of equal contributions shall be entered as a film of the State of which the director is a national, provided that the director is not from a third State in which case the film shall be submitted as a film of the State of which the lead actor is a national, subject to the agreement of the competent authorities of both Parties.

## Article 12

### *Credits*

A co-production film and the promotional materials associated with it shall include either a credit title indicating that the film is “an official Portuguese-Indian co-production” or “an official Indian-Portuguese co-production” or where relevant a credit which reflects the participation of the other contracting State.

## Article 13

### *Amendment*

1. This Co-production Agreement may be amended by the mutual written consent of the Parties through the exchange of notes between the Parties through the diplomatic channel.
2. Amendments thus approved shall enter into force as provided for in article 15, paragraph 1.

## Article 14

### *Settlement of Disputes*

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation between the Parties.

## Article 15

### *Entry into Force, Duration and Termination of the Agreement*

1. This Agreement shall enter into force 30 (thirty) days after the reception of the later of the notifications, in writing and through the diplomatic channels, indicating that all the internal procedures required for that purpose have been fulfilled.
2. This Agreement shall continue to be in force, unless either Party terminates the present Agreement by giving a written notice of its intention to terminate it to the other Party at least six (6) months in advance.
3. Termination of the present Agreement shall not affect the implementation of the projects which are already in progress under the present Agreement and shall be continued in accordance with the terms and conditions of the Agreement.

4. The Annexure of this Agreement shall be an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Agreement.

Done at New Delhi on the 14th of February of 2020 in two originals, each in Hindi, Portuguese and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Republic of India

(T.C.A. Kalyani) Joint Secretary to the Government of India

For the Portuguese Republic

(Carlos Pereira Marques)

Ambassador of Portugal to India

## ANNEXURE PROCEDURE

1. Applications for any benefits under this Agreement in aid of any co-production must be submitted simultaneously to the Competent Authorities at least sixty (60) days before filming begins. The Competent Authorities of the State of which the majority co-producer or another co-producer indicated by the co-producers is a citizen shall convey their decision to the Competent Authorities of the other State within thirty (30) days of the submission of the complete documentation listed below. Again within thirty (30) days, the Competent Authorities of the other State shall convey their decision to the Competent Authorities of the first State and to the co-producer appointed by the co-producers.
2. Applications should be supported by the following documents –
  - 2.1 Final version of the script;
  - 2.2 Evidence of the lawful acquisition of the copyright necessary to a given co-production;
  - 2.3 A signed copy of a co-production contract concluded between co-producers, which should contain –
    - a) The title of the co-production;
    - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources;
    - c) The name of the director;
    - d) A clause defining the division of revenues and markets;

- e) A clause setting forth a share in the copyright in proportion to the input of individual co-producers;
- f) A clause describing what to do if the budget is exceeded;
- g) A clause describing the measures to be taken if one of the co-producers fails to provide the financial contribution agreed upon in the co-production contract;
- h) A clause confirming that the acceptance of a co-production does not imply any production will be distributed in the States-Parties;
- i) A clause obligating the majority co-producer to take out an insurance policy providing cover at least against “all production risks” and “all production risks connected with original materials.”

2.4 A synopsis;

2.5 A financial plan, stating the financial input of the co-producers;

2.6 Indication of the date on which principal photography commences and planned production and postproduction calendar;

2.7 Distribution/ broadcasting/ sales agreements, if such agreements have already been concluded;

2.8 A detailed budget, showing the expenditures to be incurred by the co-producers in each State.

## **Guidelines for the implementation of the Agreement between the Republic of India and Portuguese Republic on Audio visual Co-production.**

### **Common Provisions**

1. The Competent Authorities may ask for any additional documents or information which they consider essential in order to consider an application for a coproduction.
2. The final screenplay (with script) should be presented to the Competent Authorities prior to the start of filming.
3. Amendments, including a change of co-producer, may be made to the original co-production contract. However, any amendments must be submitted to the Competent Authorities for approval before the co-production is completed. A change of co producer is permissible only in exceptional circumstances, and for reasons considered by the Competent Authorities to be satisfactory. The Competent Authorities shall inform each other of the decisions they have reached.

### **Provisions Applying to Indian co-producers and to filming in the Republic of India**

1. Each application addressed to the Indian Ministry of Information and Broadcasting (MIB), should be accompanied by four copies of the screenplay and film synopsis together with a processing fee of US\$ 225 payable to Pay & Accounts Officer, Ministry of Information and Broadcasting or for the amount as may be revised from time to time.
2. If the film is to be shot wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the Portuguese Republic and Ministry of Information and Broadcasting with the following information
  - (a) Details of any non-Indian members of the film crew: names, passport numbers and expiry dates, State which issued the passport, nationality, permanent and temporary address;
  - (b) An accurate description of the shooting locations and the film crew’s travel plans;
  - (c) A description of the cinematographic equipment and quantity of film to be brought in to the Republic of India temporarily.
3. Within three weeks of receipt of the required set of documents, the Ministry of Information and Broadcasting will send the appropriate filming permit to all co-producers and the Competent Authorities in the other State. A longer period for issuing the filming permit may be required if filming is to take place in some restricted areas.
4. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information and Broadcasting.
5. If the film portrays a person, permission by this person or his/her legal heir is required and copy of the permission should be attached to the screenplay.
6. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
7. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the Portuguese Republic before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew at the expense of the Government of the Republic of India.

**RUSSIA**

# Film Co-Production Agreement between the Government of the Republic of India and the Government of the Russian Federation on Co-operation in Audiovisual Co-production

The Government of the Republic of India and the Government of the Russian Federation, hereinafter referred to as the “Parties”;

Based on the Agreement between the Government of the Republic of India and the Government of the Russian Federation on cultural and scientific co-operation of January 28, 1993;

In order to further expand the co-operation between the Republic of India and the Russian Federation in the audiovisual co-production;

Taking into account the contribution that joint audiovisual co-production makes in developing the film industry and also in strengthening the economic and cultural relations between the two countries;

Desirous to promote bilateral relationship in co-production and distribution of films that can contribute to the development of the film industry of the both parties’ States;

Have agreed as follows –

## Article 1

For the purposes of this Agreement the following definitions mean –

“film” – an audiovisual work in an artistic, documentary, nonfiction, educational, animated, TV or other form on the basis of an artistic design, consisting of images recorded on a film stock or other data storage items and connected in a thematic whole of sequentially bonded shots, designed for sensing by the appropriate technical devices and including distribution in cinema theatres;

“co-produced film” - film produced by co-producers from the Parties’ States;

“producer” - a natural person possessing the nationality of the Republic of India or the Russian Federation, or a legal entity located in the territory of one of the Parties’ States; responsible for film funding, production and (or) its use;

“co-producers” - producers who enter into a contract for the co-production of the co-produced film and (or) its use, including taking part in its funding;

“film crew / shooting team” – persons engaged / occupied in the film production;

“competent authorities” - the authorities of the Parties responsible for the implementation of this Agreement. The competent authorities are:

From the Indian Party - the Ministry of Information and Broadcasting of the Republic of India;

From the Russian Party - the Ministry of Culture of the Russian Federation.

The Parties will notify each other of the change of their competent authorities through diplomatic channels in writing.

## Article 2

1. Co-produced films meeting the requirements of this Agreement are given the status of “national film” in the Republic of India and the Russian Federation.
2. The Parties shall provide the co-produced films that are given the status of “national film” with the same benefits that are provided to the national cinema in accordance with the laws of the Party’s State.
3. Terms of giving the status of “national film” to the co-produced films are defined in Annexure which is an integral part of this Agreement.

## Article 3

1. The decision on granting the status of “national film” to the co-produced films is taken by the competent authorities of the Parties on a case-by-case basis.
2. The decision mentioned in paragraph 1 of this Article may be annulled by the competent authorities that had taken the decision, in case the co-produced film no longer meets the requirements of this Agreement.

## Article 4

1. Persons participating in the co-production of the co-produced film mentioned in paragraph 3.3 of Annexure refer to the following set of people:
  - a. As for the Republic of India - natural persons who have Indian citizenship or permanent residence in the territory of the Republic of India, or legal entities, approved in compliance with the legislation of the Republic of India.
  - b. As for the Russian Federation – natural persons who have Russian citizenship or permanent residence in the territory of the Russian Federation, or legal entities, approved in compliance with the legislation of the Russian Federation.
2. Persons that do not meet the conditions of sub-paragraphs “a” and “b” of paragraph 1 of this Article may participate in the co-production of the co-produced film in exceptional cases

and taking into account the requirements associated with the film, in concurrence between competent authorities, except the director of the co-produced film.

### Article 5

1. The share of the financial contributions of the co-producers may range from twenty percent (20%) to eighty percent (80%) of the total budget of the co-produced film.
2. Without prejudice to the provisions of this Agreement, producer from a third country may take part in the joint production with a contribution of not more than twenty percent (20%) of the total budget of the co-produced film.

### Article 6

Each Party shall in accordance with the laws of their State assist the shooting team of the other party in entering the territory of the State, as well as the temporary import and export of its equipment and materials necessary for the co-production of co-produced films.

### Article 7

In case the co-produced film is exported to a country where import of Audiovisual Production is restricted, the export would be regulated in the following manner –

- a. The co-produced film is generally included in the quota of the State with the highest proportion of participation, which is stated in the contract between the co-producers of the film;
- b. In the case of equal participation of the co-producers in the co production of the co-produced film, the film is transferred to the co-producer of the State of the Party that has the most favourable conditions for exporting to the respective country.
- c. If the provisions of the paragraph “a” and “b” of this Article are not applicable, the co-produced film is included in the quota of the State represented by the director of the co-produced film.

### Article 8

1. Each co-produced film created under this Agreement is made in Hindi, or any other Indian language and Russian. Dialogues in other languages may also be included if it is required by the script.
2. Co-produced films are presented with an inscription “Indian Russian co-production” in Indian version and with an inscription “Russian-Indian co-production” in Russian version. Such inscription should be placed in the initial and final credits and in promotional products

wherever co-produced films will be presented including participation in the international film festivals.

### Article 9

Co-produced films participating in international film festivals should be presented as the product of the producer with the highest proportion of participation. If the participation is equal, the film should be presented as the product of the film director.

### Article 10

The Parties facilitate the organization of non-profit film events (premieres, film festivals), exchange of experts in the audiovisual sector as well as mutual participation in international film festivals held in the territory of the Republic of India and the Russian Federation in accordance with the regulations of the festivals and the relevant legislation of the Parties' States.

### Article 11

Any dispute between the Parties arising out of the application or interpretation of this Agreement shall be resolved through consultations and negotiations.

### Article 12

This Agreement may be amended by mutual consent of the Parties through an exchange of Notes between the Parties through the diplomatic channels.

### Article 13

The provisions for this Agreement shall function without affecting the obligations of the Parties' States under other international treaties. In order to improve the effectiveness of this Agreement the competent authorities shall inform each other about new similar agreements signed with other countries.

### Article 14

1. This Agreement shall enter into force on the date of its signing.
2. This Agreement is valid for five years and shall be automatically extended for subsequent five-year periods unless either Party notifies the other in writing through the diplomatic channels of its intention to terminate this Agreement. Such notification shall be sent not later than 6 months before the expiry of the initial or subsequent period of its validity.
3. Upon termination of this Agreement, its provisions shall apply to those joint programs and projects initiated under this Agreement that have not been completed prior to such termination.

Done in Vladivostok on September 4, 2019, in two originals, each in Hindi, English and Russian languages. In case of divergence in interpretation, the English text shall be used.

Mr. D.B. Venkatesh Varma  
Ambassador of India to the Russian Federation  
For the Government of the Republic of India

Mr. Pavel Vladimirovich Stepanov  
Deputy Minister of Culture of the Russian Federation  
For the Government of the Russian Federation

### **Annexure to the Agreement between the Government of the Republic of India and the Government of the Russian Federation on Audiovisual Co-production Granting the status of a “national film” to the co-produced films.**

1. This Annexure defines the order and conditions of granting the status of the “national film” to the co-produced films co-produced under the Agreement.
2. For granting the status “national film” to the co-produced film, the co-producers should apply to the relevant competent authorities at least 60 (sixty) days prior to commencement of shooting.
3. The following documents should be attached to the application mentioned in paragraph 2 of this Annexure –
  - 3.1. Script and synopsis of the co-produced film;
  - 3.2. Documents providing the copyright for works if those used in the co-produced film, as well as the acquisition of rights needed for the production and commercial exploitation of the film;
  - 3.3. List of the members of the shooting crew with specifying their citizenship and category of work, list of featured actors specifying their citizenship;
  - 3.4. Co-produced film production schedule;
  - 3.5. Contracts with the author of the script and the director of the co-produced film;
  - 3.6. Constituent documents for the co-producers presented by legal entities;
  - 3.7. Production business plan;
  - 3.8. Registration certificate of the co-producers’ companies;
  - 3.9. A valid contract for the co-production of the co-produced film and (or) its use between the co-producers.
4. The valid contract for the co-production of the co-produced film and (or) its use between the co-producers should include the following information –
  - 4.1 The title of the co-produced film;
  - 4.2 Names and places of residence of co-producers;
  - 4.3 Names and surnames of the scriptwriters and the co-produced film’s directors;
  - 4.4 Film production budget with an indication of financing sources, including information about taxes, stipulated by the legislation of each Party’s State as well as the percentage distribution of the participation of the co-producers;
  - 4.5 Procedure for distribution of income from the commercial use of the co-produced film;
  - 4.6 Time limits of the co-produced film production;
  - 4.7 Co-producers’ responsibility for failure of the contract;
  - 4.8 Stipulation that each of the co-producers is a co-owner of the co-produced film raw materials (picture and sound) wherever they are stored. The state whose producer has made the greatest amount of funding has the prerogative right on the storage of the above-mentioned materials;
  - 4.9 Stipulation that each of the co-producers has a right to possess a copy of the co-produced film in his or her language version;
  - 4.10 Stipulation that all mutual payments between the co producers should be completed within 60 (sixty) days from the date of the co-produced film’s production completion, stated in the contract for the co-production of the co-produced film and (or) its use;
5. Changes to the contract for the co-production of the co-produced film and (or) its use between the co-producers should be submitted for approval to the competent authorities before the expiry of the manufacture time of the first cut of the co-produced film.
6. The contribution of each of the co-producers should include at least one unit of the staff, one of the lead actors, one minor role performer. Upon agreement of the competent authorities in exceptional cases the size of the contribution of the co-producers may be changed.
7. Granting the status of the “national film” to co-produced films shall be documented by the competent authorities by issuing a certificate of a “national film” in accordance with the legislation of the Parties’ States.

SPAIN

# Agreement Between The Republic of India And The Kingdom of Spain on Cooperation in the Field of Audio-Visual Co-Production

The Republic of India and The Kingdom of Spain (hereinafter referred to as “the Parties)

Seeking to improve cooperation between the two countries in the audiovisual field – aware of the contribution which co-production can make to the development of their cultural and economic exchanges.

Desirous of promoting and facilitating the co-production of films between the two countries, and the development of their cultural and economic exchanges.

Convinced that these exchanges shall contribute to improving relations between the two countries –

Have agreed as follows –

## Article 1

In this Agreement, unless the Agreement otherwise requires –

1. A “co-production” is a film including feature film, documentary and animation film irrespective of length, on any format to be shown in the first place in cinemas, jointly invested in and produced by co-producers made in accordance with the terms of recognition given by the competent authorities of India and Spain under this Agreement. New forms of audio-visual production shall be included in the present Agreement by exchange of notes between the Parties.
2. The Competent Authorities responsible for the implementation of this Agreement shall be –
  - (a) On behalf of the Republic of India, by the Ministry of Information and Broadcasting.
  - (b) On behalf of the Kingdom of Spain, by the Instituto de la Cinematografía y de las Artes Audiovisuales (Institute of Cinematography and Audiovisual Arts) and the Competent Authorities of the Autonomous communities where applicable.
  - (c) Co-productions falling within the scope of this Agreement shall be subject to the approval of the Competent Authority.
  - (d) The Parties shall inform each other if the Competent Authorities are replaced by others.
3. Subject to the approval of both Competent Authorities, a film co-produced in compliance with this Agreement shall be deemed to be a national film in the territory of each Party and shall thus be fully entitled to all the benefits

which are granted under the laws and regulations in force in the territory of each party.

## Article 2

1. The co-producer in either of the two countries shall satisfy themselves about each other’s capability, including their professional knowledge, organizational capability, financial backing and professional reputation.
2. The Parties shall in no way be responsible or liable with regard to credentials of either of the co-producers.

## Article 3

1. Before shooting starts, co-production films shall require approval from both the competent authorities. For this purpose, each co-producer would be required to submit an application, alongwith the information as required in the Annexure, to the Competent Authority. Approvals shall be notified in writing and must specify the conditions according to which the approval is granted.
2. The co-producers of a film shall have their principal office or a branch office in the territory of one of the Parties. None of the co-producers shall be linked by common management, ownership or control.
3. Co-productions falling within the scope of this Agreement shall be subject to the approval of both the Competent Authorities, who would take into consideration their respective policies and guidelines and the requisites laid down in Annexure to this Agreement.

## Article 4

1. On a general basis, in co-productions there must exist an effective contribution of technical, creative and artistic personnel, of the nationality of the participant countries, which must be in proportion to the financial contribution made by each co-producer.
2. Technical and artistic personnel are those persons who, in accordance with the domestic law in force in their own country, are recognized as makers of the audio-visual productions, in particular, screenwriters, directors, composers, editors, directors of photography, art directors, actors and sound technicians. The contribution of each of these persons shall be evaluated individually.

The contribution by a minority co-producer will include participation of at least two actors and

a head of Department in addition to an author (author means director or screenwriter or photography director or music composer).

3. Both the financial contribution and the participation of each of the co-producers in the performing, technical, artistic and creative tasks shall represent at least 20% (twenty percent) of the budget in making the co-production films.
4. As an exception to the contribution rules stated in paragraph 1 & 2 of this Article, both Competent Authorities shall be able to grant approval to the co-production projects known as “financial co-productions” in which the contribution of one of the co-producers is limited to only financing, in which case financial contribution shall be no greater than 25% (twenty five percent) nor less than 10% (ten percent) of the total cost of the film.

### Article 5

1. When India or Spain maintains an audio-visual co-production agreement with a third country, the Competent Authorities shall, by virtue of this Agreement, be able to approve a co-production project to be produced with the participation of a co-producer from a third party, whose contribution may be no greater than 30%.
2. In the event of multilateral co-productions, the lesser participation may not be lower than 10 percent and the greatest one not higher than 70 percent of the cost of the film.

### Article 6

1. The producers of a co-production shall be Nationals/citizens or legal entity either of India or Spain or permanent residents of Spain subject to any sort of compliance of the obligations created by European Union upon Spain as a member.
2. Participants in the co-production as defined in paragraph 1 must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
3. Should the film so require, the participation of professionals who are not citizens of one of the co-producing countries may be permitted, but only in exceptional circumstances, and subject to agreement between the competent authorities of both Parties.

### Article 7

The rights, revenues and prizes arising in connection with the co-production shall be shared between the Party Co-Producers in a manner that shall be agreed between the Party Co-producers.

### Article 8

1. Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out either in India or in Spain.
2. Location shooting of a co-produced film, exterior or interior, in a country not participating in the co-production may, however, be authorized by the Competent Authorities of both countries if the script or the action so requires and if technicians from India and Spain take part in the shooting.
3. The processing and post-production of co-productions shall be done either in India or Spain, unless it is technically impossible to do so, in which case the processing and post-production in a country not participating in the co-production may be authorized by the Competent Authorities of both countries.

### Article 9

1. The co-production shall have the original soundtracks either in Hindi, or in other Indian language or dialect, or in Spanish or in any other official languages in Spain, or English language or in any combination of those permitted languages, which can be further be dubbed in any of these languages.
2. In the event, if script so desired, any other language can be used for stray dialogues with permission from competent authorities.
3. It will be necessary that the dubbing or sub-titling of the co-production will be done or performed either in India or Spain. Dubbing or sub-titling in Indian languages should be performed in India and dubbing or sub-titling into Spanish or in any other official languages in Spain should be performed in Spain, and dubbing or sub-titling in English could be performed in India or Spain depending upon the agreement between co-producers.

### Article 10

1. The co-production film and the promotional material associated with it shall include certain credit titles stating that the film is a “Co-production between India and Spain” or a “Co-production between Spain and India” or, when appropriate credit titles reflecting the participation of India, Spain and the country of a third co-producer.
2. Prizes, grants, incentives and other benefits awarded to the co-produced work may be shared between the co-producers, in accordance with what has been established in the co-production contract and in conformity with applicable laws in force.

3. All prizes, which are not in cash form, such as honorable distinctions or trophies awarded by third countries, for co-produced work produced according to the norms established by this agreement, shall be kept in trust by the majority co-producer or according to terms established in the co-production contract/agreement.

#### Article 11

1. When a co-produced film is exported to a country, which has quota limitations –
  - (a) In principle, the co-produced film shall be included in the quota of the country of the majority investment;
  - (b) If both co-producers have made an equal investment, co-producers of both sides shall decide the quota in question through mutual consultation, so that the co-produced film can be included in the quota of the country that can make better arrangements for the export of the film;
  - (c) If difficulties still exist, the co-produced film shall be included in the quota of the country of which the director is a national.
2. Notwithstanding paragraph 1, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production undertaken under this Agreement will be as entitled as any other national production of the above-mentioned co-producing country to unrestricted entry into the importing country if that above-mentioned co-producing country so agrees.

#### Article 12

For approved co-productions each Party shall facilitate in accordance with the domestic law in force in its country;

- (a) Entry into and temporary residence in its territory for technical and artistic personnel of the other Party;
- (b) The import into and export from its territory of technical and other film making equipment and materials by producers of the other Party.

#### Article 13

Permission for public exhibition will be in accordance with local laws in both India and Spain.

#### Article 14

1. There shall exist a Joint Commission composed of representatives of the Parties, including the Competent Authorities and representatives of the industry.
2. The role of the Joint Commission shall consist of supervising and reviewing the application of

this Agreement, making any proposal that is amended necessarily for improving the effect of this Agreement and modifying the appendix hitherto as appropriate.

3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties, within six months of such a request.

#### Article 15

This Agreement shall come into force after each Party has informed the other Party through official diplomatic channels that its internal ratification procedures have been completed.

#### Article 16

This Agreement may be amended by the mutual consent of the Parties through the exchange of notes between the Parties through the diplomatic channel. The change shall take effect on the date specified in the note.

#### Article 17

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled consensually through consultation and negotiation and shall not be referred for resolution to any national or international tribunal or a third party.

#### Article 18

1. This Agreement including the Annex, which forms an integral part of this Agreement, shall remain in force unless terminated in terms of paragraph (2).
2. Either Party may terminate this Agreement by giving six months' written notice in advance of such intention to the other Party through the diplomatic channel.
3. Notwithstanding the provisions of paragraph 1 of this Clause, this Agreement shall continue in force with regard to any co-production film that has received approval from the Competent Authorities and which has not yet been completed prior to its termination.

#### Annex

Applications for Approval of Co-Production Status Under the Agreement Between the Government of the Republic of India and the Kingdom of Spain on Audio-Visual Co-Productions.

Application for the approval of co-production projects under the terms of this Agreement must be submitted to the corresponding Competent Authorities at least 60 days (sixty) before commencement of the film shooting.

In order to benefit from the terms of this agreement, applications shall be accompanied by the following documents.

- I. Script
- II. Documentary proof of having legally acquired the copyright to produce and exploit the Audiovisual Work.
- III. Copy of the co-production contract.

The contract must contain the following information –

1. The title of the film.
  2. The identification of the contracting producers;
  3. The full name of the author of the script, or of the adaptor if it is based on a literary source (necessary permission for adapting the literary work into a film from the author/legal heirs shall be attached);
  4. The full name of the director.
  5. A budget reflecting the percentage of each producer's participation which must correspond to the financial assessment of their technical and artistic contributions and breakdown of costs by county;
  6. Financial Plan;
  7. A clause establishing how markets and any type of receipts will be shared;
  8. A clause detailing the respective participation of the co-producers if the costs are higher or lower than anticipated. In principle, such participation shall be proportionate to their respective contributions;
  9. Probable date on which shooting will commence.
  10. A clause establishing how the royalties will be shared on a basis that is proportionate to the respective contributions of the co-producers;
- IV. A list of the creative, artistic and technical personnel, indicating their nationalities and the category of their work; in the case of the actors, their nationality and the roles that they will play, indicating the category and length of the roles;
  - V. The production schedule, expressly indicating the approximate duration of shooting, the places where the film will be shot and the work plan;

The Competent Authorities of the two countries may request any other documents and additional information that they deem necessary.

The original contract may be modified when necessary, but any amendments must be submitted for approval to the Competent Authorities of the two countries, before the first print of the film is made.

A co-producer may only be replaced in exceptional circumstances and with the consent of the Competent Authorities of the two countries.

The Competent Authorities shall keep each other informed about their decisions.

**UNITED KINGDOM  
& NORTHERN  
IRELAND**

# Film Co-Production Agreement Between The Government of the Republic of India and the Government of The United Kingdom of Great Britain and Northern Ireland

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of India (“hereinafter called the Parties”)

Considering that there is potential for the film industries of each country to work together on account of shared or complementary characteristics that include the structure of each film industry, the film culture of each country and the extent of the availability in each country of filmmaking facilities, a suitably skilled workforce and locations for filming;

Recognising that development of such potential will be the mutual advantage of each Party, in particular in respect of the growth and competitiveness of their film industries and the enhancement of their film cultures;

Noting the benefits available in each country to film with national film status;

Desiring to encourage the making of films that reflect, enhance and convey the diversity of culture and heritage in both the countries;

Acknowledging the benefits that would flow from the making of such films and their increased public availability; and

Noting on the basis of mutual cooperation, the Agreement is intended to produce benefits for both the parties.

Have agreed as follows –

## Article 1

### Definitions

#### 1. In this Agreement

“Approved Co-production” means a co-produced film which has Approved Co-Production status in accordance with Article 2;

“Co-producer” means any individual, partnership, body corporate or unincorporated association who is a co-producer of a film;

“Competent Authority” means a government department or other body as shall be nominated by the respective Party in each country to make decisions on applications for the grant of Approved Co-production status;

“Film” includes any record, however made, of a sequence of visual images, which is a record capable of being used as a means of showing that sequence as a moving picture, and for which there is an expectation for theatrical release and public exhibition.

“Indian Co-producer” means a co-producer who is established and/or incorporated in India; and

“UK Co-producer” means a co-producer who is established and/or incorporated in England, Wales, Scotland or Northern Ireland.

- References to film-making contribution benefiting the UK or India include, in particular, the expenditure in that country on goods and services which directly results from the co-production and the use made of film-making facilities or filming locations in that country.
- Subject to Article 22, the Annex forms an integral part of this Agreement. Any reference to this Agreement includes the Annex.

## Article 2

### Approved Co-production status

- The Competent Authorities may grant approved co-production status to a film which provides appropriate film-making and cultural benefits to the UK and India; and meets the requirements set out in this Agreement.
- The Parties shall jointly arrive at, through a subsequent exchange of notes, a mutually agreed Annex to this Agreement. The Annex shall include requirements as to –
  - the appropriate film-making and cultural benefits to the UK and India;
  - the nature of co-producers;
  - the minimum and maximum financial contributions of co-producers;
  - film making contributions of co-producers;
  - content, language, credits, locations and personnel; and
  - any other matters that the Parties consider desirable.
- The Annex shall also include rules of procedures on –
  - the granting of approvals of an application for Approved Co-production status;
  - the withdrawal of Approved Co-production status;
  - any other matters that the Parties consider desirable.
- The Annex shall include provision as to the criteria for measuring mutual benefits.

5. The Annex shall enter into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.
6. In determining an application made to it, a Competent Authority shall apply these requirements in accordance with guidance published by the Competent Authority under this Article.
7. Each Competent Authority may from time to time publish guidance consisting of such information and advice as it considers appropriate with respect to –
  - a. how applications are to be made to the Competent Authority; and
  - b. the operation and interpretation of this Agreement
8. Such guidance shall, in particular, set out –
  - a. how the Competent Authority proposes to make decisions on applications for the grant of Approved Co-production status, and
  - b. factors it will take into account when exercising any discretion conferred on it by this Agreement.
9. Nothing in this Agreement binds the relevant authorities in the UK or India to permit the public exhibition of a film, which has been granted Approved Co-production status.

### Article 3

#### *Benefits*

1. This Article applies in relation to any film which has Approved Co-production status under this Agreement.
2. Each Party shall permit, in accordance with their respective legislation, including, for the UK relevant European Community legislation, temporary import and export, free of import or export duties and taxes, of any equipment necessary for the production of an Approved Co-production.
3. Each Party shall permit any person employed in the making of promotion of an Approved Co-production to enter and remain in the UK and India, as the case may be, during the making or promotion of the film, subject to the requirement that they comply with the legislation relating to entry, residence and employment.
4. Each Party shall treat a film falling within paragraph 1. of this Article as a national film for the purposes of any benefits afforded in that country to national films.
5. The question of which Party may claim credit for an Approved Co-production as a national

film at an International Film Festival shall be determined –

- a. by reference to whichever is the greater of either –
  - i. the total financial contributions made by the UK Co-producer or Co-producers (taken together), or
  - ii. the total financial contributions made by the Indian Co-producer or Co-producers (taken together); or
- b. if the respective total financial contributions are equal, by reference to whichever of the UK or India the director of the film is most closely associated with.

### Article 4

#### *Films in production before and after entry into force*

1. A film shall be eligible for the grant of Approved Co-production status even if production commenced before this Agreement entered into force, but only if –
  - a. The first day of principal photography of the film is no more than 18 months before the date on which the Agreement enters into force, and
  - b. Production of the film is completed after the date on which the Agreement enters into force.
2. An Approved Co-Production shall continue to be eligible to receive any benefits available under this Agreement on or after the date on which the Agreement ceases to have effect, but only if –
  - a. before that date, the Competent Authorities have given the film requisite approval for Approved Co-production status under Article 2.
  - b. its principal photography commenced before the date on which the Agreement ceases to have effect, and
  - c. production of the film is completed before the end of the period of twelve months commencing with the date on which the Agreement ceases to have effect.

### Article 5

#### *Review and Amendment*

1. The Parties shall keep the Agreement under review and, where they consider it appropriate to do so, may recommend that changes be made.
2. The Parties shall report to the other annually in writing on the current state of the Agreement.
3. The Parties may, at any time through an exchange of mutually agreed notes, make amendments to the Agreement.

4. Any such amendment shall enter into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.

## Article 6

### *International obligations*

1. The provisions of this Agreement are without prejudice to the international obligations of the Parties, including in relation to the United Kingdom obligations arising from European Community law.

## Article 7

### *Entry into force*

1. This Agreement shall enter into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.
2. Either Party may terminate this Agreement at any time by giving at least 6 months' prior written notice to the other Party.
3. The Agreement shall cease to have effect on the expiry of the period of notice given under paragraph 2. of this Article.

In witness whereof of the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at New Delhi this the Fifth Day of December 2005 in the English and the Hindi languages, both texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

Sdl- Sdl-

For the Government of the United Kingdom of Great Britain and of India

For the Government of the Republic of India

Northern Ireland

Rules for applications for approval of Film Co-production Agreement between the Government of the Republic of India and the Government of United Kingdom of Great Britain and Northern Ireland.

Applications for qualification of a film for co-production benefits under this Agreement for any co-production must be made to competent authority at least thirty (30) days before shooting begins.

2. Documentation submitted in support of an application shall consist of the following items, drafted in English –
  - 2.1 The final script and synopsis;
  - 2.2 Documentary proof of having legally acquired the rights to produce and exploit

the co-production and that the copyright for the co-production has been legally acquired;

- 2.3 Proof of compliance with the prescribed procedure for permission regarding entry of crew, equipment and for shooting location in India;
- 2.4 A copy of the co-production contract signed by the two co-producers.

The contract shall include –

- a. The title of the co-production;
- b. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs may be attached;
- c. The name of the director
- d. The budget;
- e. The financing plan;
- f. A clause establishing the sharing of revenues, markets, media or a combination of these;
- g. A clause detailing the respective shares of the co-producers in any over or under expenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any over expenditure may be limited to a lower percentage or to a fixed amount providing that the minimum proportion permitted under the Agreement is respected;
- h. A clause stating that the competent authorities have to be informed if the percentage of the contribution of a co-producer changes subsequent to the approval of the competent authorities;
- i. A clause stating that films co-produced under this Agreement may be publicly exhibited in either country in accordance with prescribed rules/procedures;
- j. A clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in either country will grant a license to permit public exhibition of the co-production;
- k. A clause prescribing the measures to be taken where –
  - i. After full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
  - ii. The competent authorities prohibit the exhibition of the co-production in either country or its export to a third country;

- iii. Either one or the other Party fails to fulfill its commitments;
- i. The period when shooting is to begin;
- m. A clause stipulating that the majority co-producer shall take out an insurance policy covering at least “all production risks” and “all original material production risks”; and
- n. A clause providing for the sharing of the ownership of copyright on a basis that it is proportionate to the respective contributions of the co-producers.
- 2.5 The distribution contract, where it has already been signed, or a draft if it has yet to be concluded;
- 2.6 A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
- 2.7 The production schedule;
- 2.8 The detailed budget identifying the expenses to be incurred by each country; and
- 2.9 All contracts and other relevant financial documentation for all participants in the financial structure.
- 3. The competent authorities can demand further documents and all other additional information deemed necessary.
- 4. The final shooting script (including the dialogue. should be submitted to the competent authority prior to the commencement of shooting.
- 5. Amendments may be made in the original contract, but they must be submitted for approval by the competent authorities before the co-production is finished.

**Film Facilitation Office**  
**Ministry of Information & Broadcasting**  
**National Film Development Corporation Limited**

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