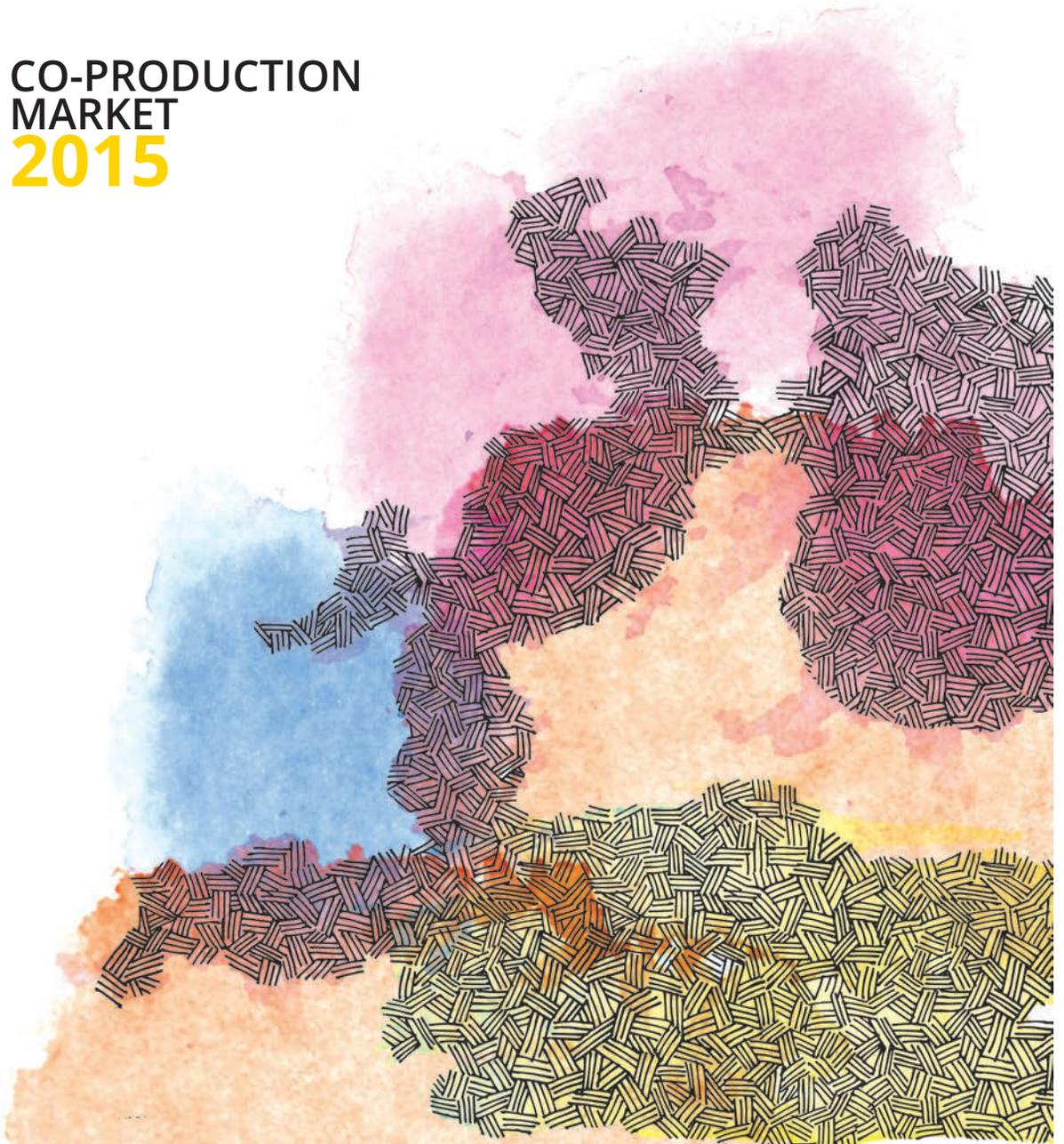




by NFDC

CO-PRODUCTION
MARKET
2015





Welcome to Co-Production Market 2015

Now in its 9th year, the Co-Production Market at Film Bazaar has established itself as an important market for emerging as well as established film professionals from around the world. Many of our recent projects – *Court*, *Chauthi Koot*, *Arunoday* and *Highway* to name a few – have been recognised as the new voices from Indian and South Asian cinema in the international domain.

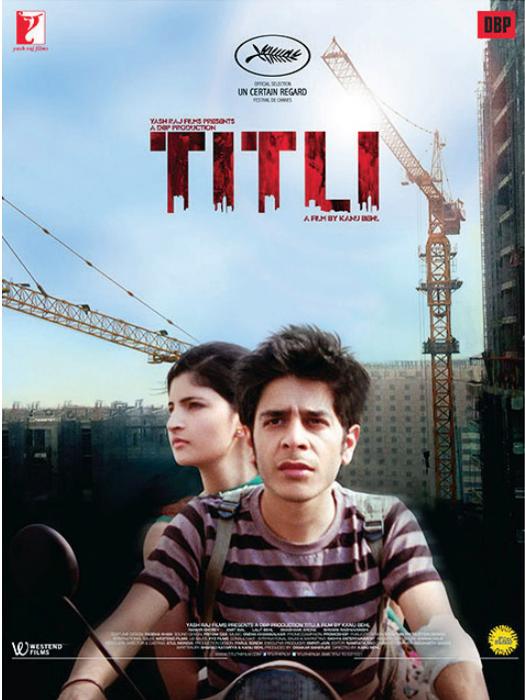
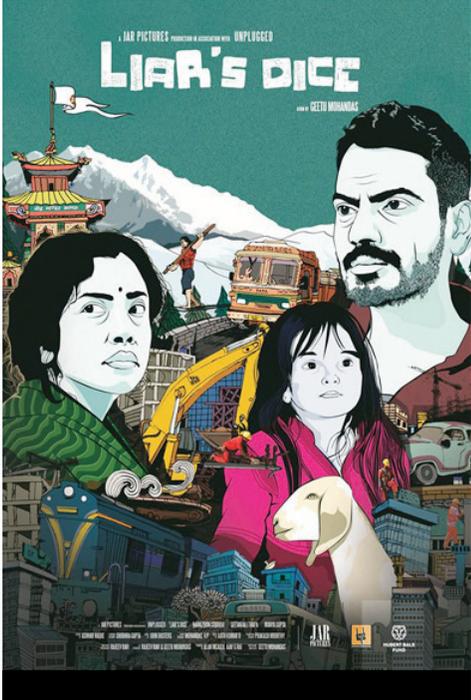
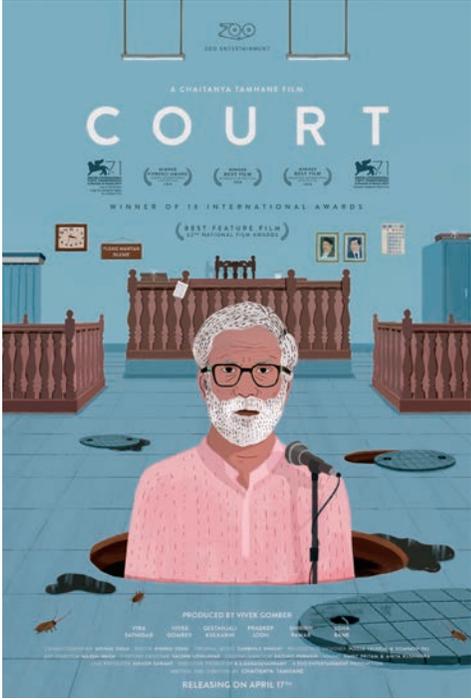
This year, NFDC received over one hundred applications of a wide range of South Asian stories from USA, UK, France, Germany, Italy, Sri Lanka, Bangladesh, Canada and Australia. 19 projects have been selected, including one invited project from the Screenwriters' Lab and one from Independent Filmmaker Project (IFP), New York.

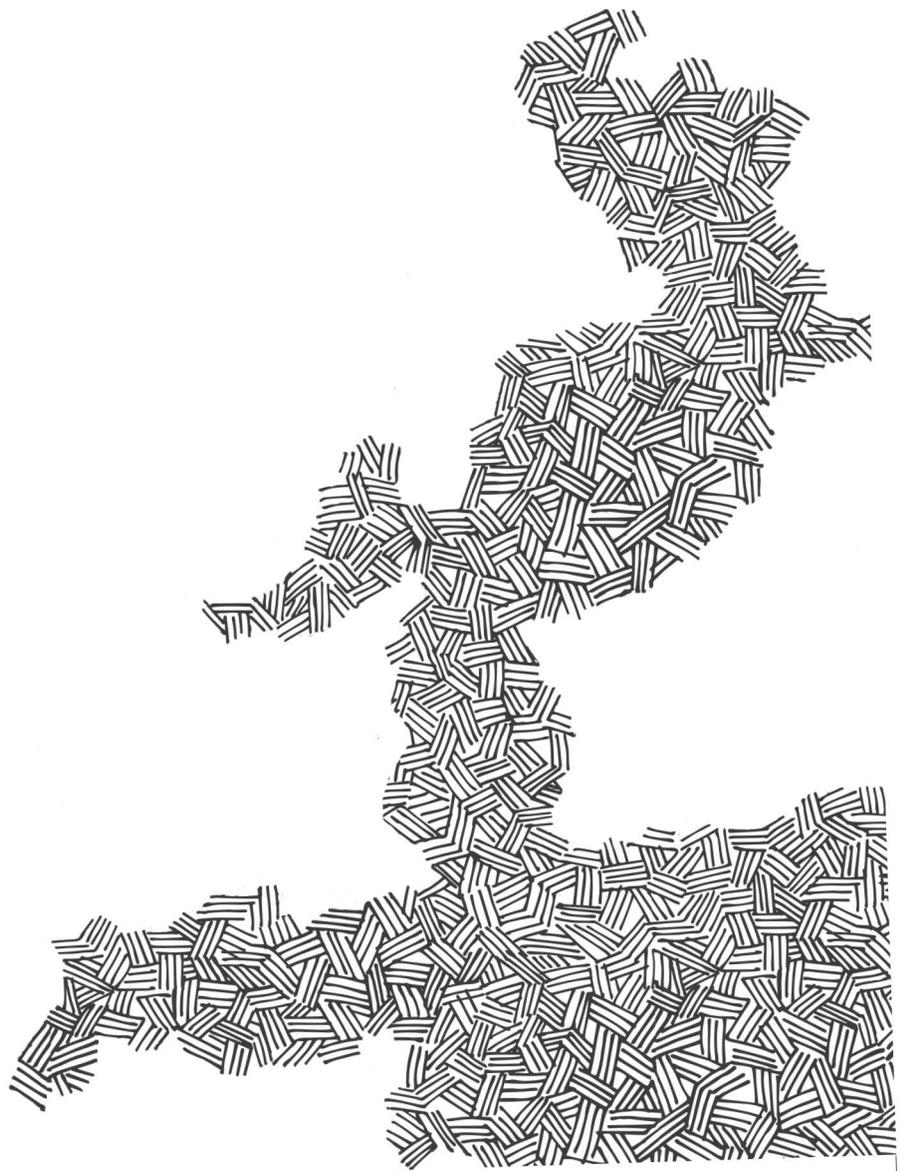
This year's selection is an eclectic mix of projects spanning across genres and languages.

With this edition, we are introducing Open Pitch where project representatives will pitch their projects to a curated audience of Indian and international industry professionals. The aim is to optimise the participants' prospects and time in Film Bazaar. The Open Pitch will be organised on the first day of the market while the rest of the days will be marked for one-on-one meetings.

We trust that the selection will encourage greater collaborations between potential partners from India and across the world. Wish you all a fruitful participation in the Co-Production Market.

Co-Production Market Team 2015





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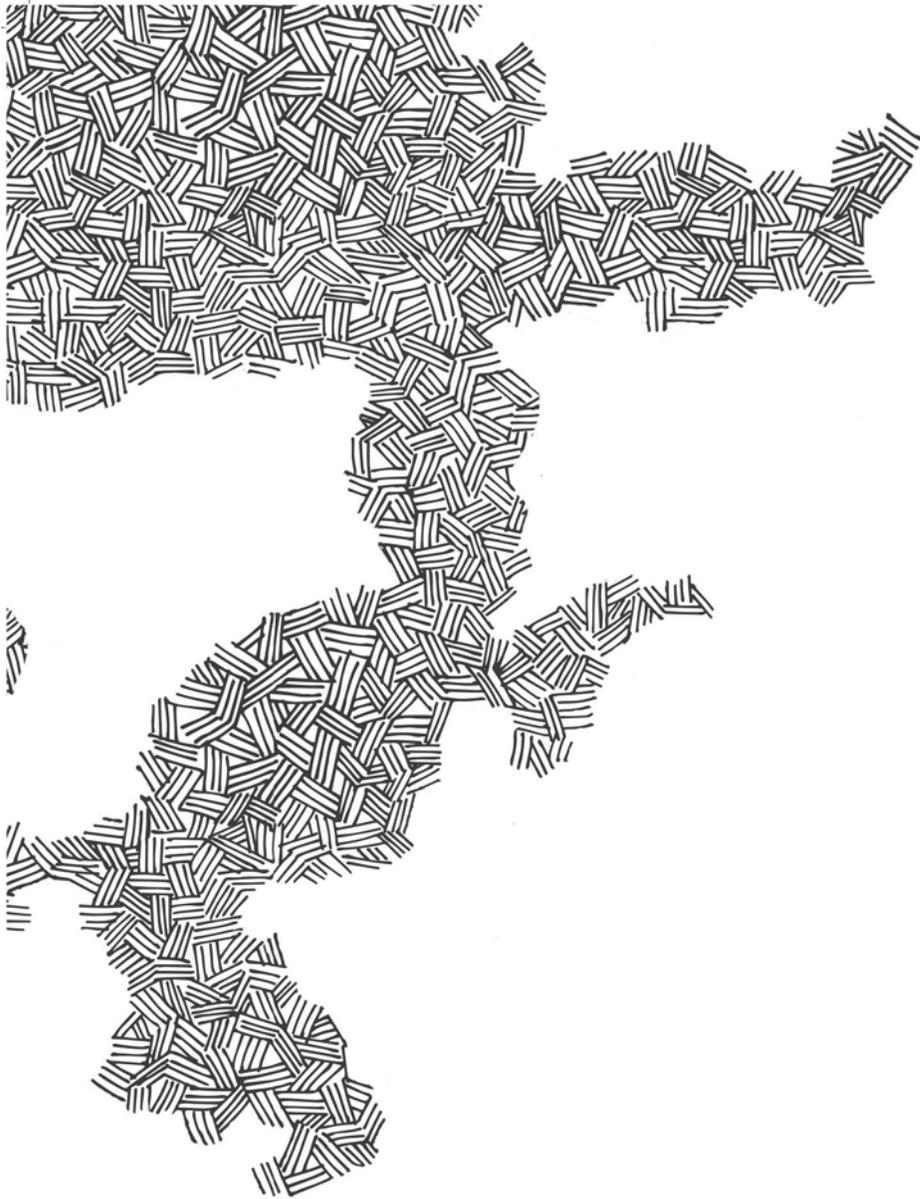
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Co-Production Market 2015

A Goat's Life

Drama, Comedy | Malayalam, Hindi, Arabic | Digital/Super 16

Synopsis

Budget

USD 2,596,491
INR 16,28,61,819
(approx)

Financing in place

USD 123,133
INR 81,35,874 (approx)

Production Company

Globalistan Films

City

Delhi

Country

India

A journey gone wrong survival drama set in South India and the Middle East. In the middle of the first Gulf War, Naseem, a young man from Kerala, travels to Arabia with dreams of riches. Upon arrival, in a case of mistaken identity, he gets kidnapped and enslaved. With nothing for company save goats, and his dour old captor Arbab, the vast desert entraps

Naseem. As his world unravels, he is sustained by his imagination and the fictitious relationships that he builds with the goats and his captor/provider. Two years later, following a chance encounter, he plans a daring escape.



Fahad Mustafa
Director & Producer

Director's Biography

Fahad Mustafa was born in Kanpur, grew up in Al Khobar, and studied history in New Delhi and Vienna. His previous film *Katiyabaaz* (Powerless) (2013, Berlinale, Tribeca) (MAMI Best Film-India Gold, National Award) released last year in India.



Director's Statement

The story of Naseem is a surreal examination of what happens to us when we lose everything, and have only the power of our imagination to sustain ourselves. I am attracted to this story for two reasons – one, I grew up in Saudi Arabia and am familiar with the context of the 'miskeen' – poor migrants with no homes. Secondly, Naseem's complete loss and refashioning of self-hood, set in the stark landscape of the desert, is a wonderful opportunity to examine how faith and imagination gets us through

the worst of situations. The story is told from Naseem's perspective, and, while the viewer is able to perceive deep suffering, the simplicity and innocence of the narrative voice take us through at times comedic, and deeply transcendental understanding of his experiences. In that sense the film is more of a character study than a topical account of migration. The film is based on the true story of Kattayadan Subair, which was later fictionalized in a novel by Benny Daniels.

Present at Film Bazaar

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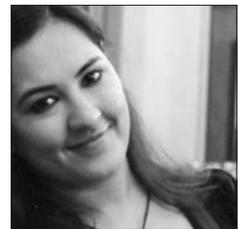
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Producer's Profile

Deepti Kakkar was born and grew up in Delhi, and has been educated in history and public policy at Universities of Delhi, Leipzig, Vienna and Columbia University in New York. She runs the production outfit Globalistan Films with partner Fahad Mustafa, with whom she directed and produced *Katiyabaaz* (Powerless).



Deepti Kakkar
Producer



Aasai Mugam [A Tempest]

Village Drama | Tamil | Cinemascope (UHD)

Synopsis

Budget

INR 1,50,00,000

Financing in place

INR 75,00,000

Production Company

Dream Warrior Pictures

City

Chennai

Country

India

Into a dusty village at the foothills of the Western Ghats arrives Babu, claiming to be Suresh's runaway brother. Suresh despises Babu, accusing him to be an imposter and refuses to give him his share of their ancestral farmland that is being leased to the brick factory owner Selvam for soil mining. The outcast Babu is initiated into the notorious blood sport of cock-fighting by Suresh's younger brother-in-law Shiva, a part-time dirt biker who is hopelessly in love with Samudra. Babu relentlessly pursues his claim over the land gaining the trust of the villagers. Suresh, scornful

and jealous over Babu's growing stature, attacks Babu and is taken into custody by his own elder brother-in-law Sakthivel, the local police inspector. The ailing Babu, helped by a graceful shepherd woman Kali, buys a truck and earns his livelihood. He also prepares for the important cock-fight on the ceremonial festival day. Troubled by greed, vengeance and tragic love, the characters confront their darkest sides as their narratives converge in the annual village festival to a haunting finale.



Arun Karthick
Director

Director's Biography

Arun Karthick is an independent filmmaker based in Coimbatore, Tamil Nadu. He began his filmmaking career at the early age of 17 directing self produced short films. He recently finished his debut feature

Sivapuranam (The Strange Case of Shiva) with a gap financing award from Film Bazaar 2014. He is currently developing his second feature *Aasai Mugam* (A Tempest).



Director's Statement

Aasai Mugam is an expression of the mind-scape of characters I grew up observing in my village where the ascent of soil mining for brick manufacturing brought destruction. Large sums of money were offered to modest farming families to illegally mine out loads of sand from their agricultural lands. Money, the devil it is, bred contempt and greed in many families. One such real incident is the context of my scenario.

I intend to make this film by casting a unique range of real villagers and actors whose energy and spirit would elucidate the soul of my narrative. The eerie atmosphere of the mountainous village will be created by an imagery

that transcends conventional representations of a small town. The film will be shot with a meticulously choreographed mise-en-scene in Cinemascope and a carefully orchestrated ambient soundtrack incorporating the rich aural potential of the landscape, expressive of the psyche of the characters.

The drama would be structured as an epic saga with very subtle but strongly engaging evocation of the human condition. The film, spanning over several seasons, is intended to be shot in two schedules capturing the foggy winters, monsoons and the subsequent summer.

Present at Film Bazaar

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Producer's Profile

Growing up in the legacy of a family rooted in the film industry, Prabhu Ramasamy took to film production after completing his masters. Having been an integral part of many successful trendsetting films as executive and co-producer, he

began producing films independently launching Dream Warrior Pictures in 2011 with the zeal to create and nurture content and quality driven films that are locally rooted with a global appeal.



Prabhu Ramasamy
Producer



Agra

Drama | Hindi | Super 16

Synopsis

Budget

EUR 1,000,000
INR 7,34,50,915
(approx)

Financing in place

EUR 20,000
INR 14,68,957 (approx)

Production Company

UFO Production

City

Paris

Country

France

Guru is madly in love with Mala, except she doesn't exist. He insists that he wants to marry her and live with her on the terrace.

His house is divided on two levels – Guru's mother lives alone on the ground floor and his father lives on the upper floor with a mistress. Also living in the house is Chhavi, Guru's cousin, a dentist who wants to build her clinic on the same terrace.

As everyone tries to convince Guru that Mala doesn't exist, Chhavi is entrusted with the responsibility to cure him. Hassled with the close proximity to a woman and constantly cornered between family and his own 'mind', Guru slowly begins to unravel. He turns into a recluse, and starts frequenting the neighbourhood Internet café.

This is where he meets Priti, the café owner with a massive polio limp. The day she walks in on him masturbating, a strange 'love story' erupts. As Guru's sexual repression finds flower, he starts getting better. Mala begins to disappear. The family is happy.

Until Guru tells them he wants to marry Priti and claim the terrace.

Agra then becomes the bizarre account of the 'sane' people coming together to claim the terrace for their own vested interests. Guru's love story is carefully dismantled, piece-by-piece. He ends up in the madhouse, happy. Finally with a space all his own.



Kanu Behl
Director

Director's Biography

After dabbling in radio, copywriting, acting and theatre, Kanu Behl studied at the Satyajit Ray Film and TV Institute, Kolkata, majoring in Film Direction. His first documentary *An Actor Prepares* (2006) landed in competition at Cinema du Reel, France. Next, he directed the documentaries *Found Him Yet?* (2007) for NHK Japan and *Three Blind Men* (2008) for ZDF/ARTE.

He co-wrote, director Dibakar Banerjee's *Love, Sex Aur Dhokha* (2010) which brought him recognition as a voice of note in India. His debut feature *Titli* (2014) premiered at the Cannes Film Festival in the Un Certain Regard section and has since travelled major festivals like Rotterdam, BFI London, AFI, Goteborg, Hamburg and Zurich.



Director's Statement

Small town picture perfect lives with the family system at the core is the stuff Indian dreams are made of. Except they are fast turning into nightmares in a country changing socially and economically.

Who are we? What is love? What is the family bond? Are we all just mirror images transferred down over generations? *Titli*, my debut feature, was an exercise in understanding family and circularity.

Agra, is a step forward. It explores the idea of space – physical and mental – and how it affects our very being, particularly in the jam that is India.

As Guru obsesses over proving Mala's existence, he really fights for the space on the terrace. A safe haven where he can explore love and sexuality, and understand the politics of relationships.

What starts out as a tale of a boy wanting to prove his love is real, ends up as a story about a man realizing that the world loves itself a bit too much. And that thought, I feel, defines turn of the century middle class India – a deep fracture of dystopic lives designed for the survival of the fittest.

Present at Film Bazaar

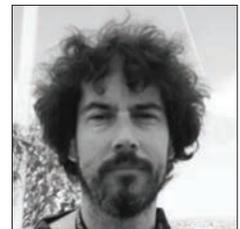
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Company Profile

Since its creation in 2009, UFO, a French distribution and production company, has been working on new innovative films from all over the world. UFO Distribution has been releasing five to seven films a year which include *Hanezu* by Naomi Kawase, *Rubber* by Quentin Dupieux, *Four Lions* by Chris Morris, *Bellflower* by Evan Glodell, *2 Automns, 3 Winters* by Sébastien Betbeder, and *Titli* by Kanu Behl.

UFO has also been developing their production activities. They recently co-produced the new film by Sébastien Betbeder *A Trip to Kullorsuaq*, an adventure in Greenland. They have several projects in development including an animated film about the Eiffel Tower and *Agra*, the new film by Kanu Behl.



William Jehannin
Producer



Bhavarth [The Faith]

Drama | Konkani, Portuguese | Digital

Synopsis

16th century, Portuguese ruled Goa. Set in the small hamlet of Kelshi, *Bhavarth* explores the eternal conundrum: what is faith? *Bhavarth* explores the perspectives of Father Victor who has come from faraway Lisbon to propagate the gospel of God, Rawloo who has been the priest of the temple all his life, and the villagers who are torn between their allegiance to their Old Gods and conversion to the New Ones.

Budget

INR 3,00,00,000

Financing in place

INR 90,00,000

Production Company

Entertainment Network of Goa

City

Vasco

Country

India



Laxmikant Shetgaonkar
Director & Producer

Director's Biography

Laxmikant Shetgaonkar has been making films about Goa and its social fabric. Three of his films, *A Seaside Story* 2005, *Paltadacho Munis* 2009, *Baga Beach* 2013 have received National Film Awards in India. His films have been officially screened at

numerous international film festivals including Berlin, Cairo, Toronto, Istanbul, Palm Springs, Los Angeles and Hong Kong. He received the FIPRESCI award (Toronto, 2009) and the Grand Jury award for best film (Los Angeles Film Festival, 2010).



Director's Statement

'Religion' has been understood and followed in multiple ways and with multiple names. Mankind repeatedly gets back to the idea of religion in the quest to fulfil spiritual needs. Questions about 'faith' and to what extent it is integrated in our lives still haunt modern society. The Portuguese ruled Goa for approximately 450 years. However it is in the early 16th century that the entire socio-political history of the state transformed.

The large-scale conversions carried out by various religious orders with

the blessings of the King raised many questions over the relevance of the one-nation-one-religion theory. Torn between allegiance to their old Gods and conversions to the New Gods, Goa witnessed a large-scale migration to neighbouring countries.

A period drama set in 16th century Portuguese ruled Goa, the film depicts conflicting ideas, ideologies, beliefs and faith in a society that is bent on the insistence of one-nation-one-religion theory, which in itself is the root cause of unrest in the world.

Present at Film Bazaar
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Company Profile

Entertainment Network of Goa (ENG), a production house based in Goa, was established in 2004 with the aim to create, support and execute film projects of artistic excellence. Its dedicated team has produced short films and documentaries since its inception and has been attached to various feature film projects as executive producers, including

three National Award winning films. *Paltadacho Munis*, its most successful venture so far, is the testament to their network in the state of Goa. Presently ENG has excellent network in Mumbai and Chennai, and is the topmost production house in terms of quality and the scale of its ability to execute feature films in the state of Goa.



Bombay Rose

Screenwriters' Lab

Animation Drama | Hindi | Digital

Synopsis

Bombay, 2005.

Kamala, a 21-year-old migrant from Madhya Pradesh, lives in a hut on the pavement of Juhu beach, weaving jasmine garlands to feed a paralyzed grandfather and educate a 12-year-old sister.

Salim, a migrant from Kashmir, lives and sells flowers across the same street. Salim loves Kamala. And Bollywood. He declares his love by gifting Kamala a red rose.

Kamala accepts the rose.

All would have been Bollywood perfect, until Salim finds out Kamala works in a dance bar at night, to make ends meet.

15th August 2005.

Bombay Police Act. The government orders a closure of dance bars that renders thousands of uneducated, migrant women jobless overnight. Kamala's only option is to enter prostitution to fend for her family. She must choose between family and her new found love.

Bombay Rose is an animated film painted frame by frame, telling the story of love through a red rose. The love of an old woman, who grows the red rose. The love of the dead man on whose grave lies the rose. The love of Salim, who steals the rose for Kamala. The love of the living, the dead, and every one else in between. The love of Bombay.

Budget

USD 2,000,000
INR 13,03,11,695
(approx)

Financing in place

USD 200,000
INR 1,30,32,337
(approx)

Production Company

Les Films D'ici, Les
Films De KA

City

Paris, Geneva

Country

France



Gitanjali Rao
Director

Director's Biography

Gitanjali Rao's 15 minute short animated film *Printed Rainbow*, painted frame by frame, premiered at Cannes Critic's Week 2006, in Competition. It went on to win the three main Awards for the Best Short film.

It was also short listed in the last ten films for the Academy Awards in 2008, besides winning 25 International Awards and travelling to

over a hundred festivals worldwide. Her next short, *True Love Story* also premiered in Cannes Critic's Week 2014. It has been screened at various International Festivals and has won three awards.

Gitanjali also conducts workshops and presentations and has been in the jury at various International Film Festivals including The Cannes Critic's Week 2011.



Director's Statement

When life, in reality, for most Indians is a day-to-day struggle for survival, steeped in deprivation, homelessness, lack of education and basic human rights, people go to the cinemas to forget reality. And Bollywood offers that fantasy for a few hours. Yet, when the same fantasy can be mistakenly believed for reality, the balance is lost.

I have always wanted to tell the stories of these unsung heroes who live and love in Bombay, never become success stories, yet their struggle for survival makes heroes out of them. *Bombay Rose* is homage to the undying romantic, living the celluloid dream.

Having made films in 2D animation painted frame by frame over the years, I have understood the power of the medium of animation to be able to tell harsh truths in a poetic way. To be able to raise important questions through an artistic, yet real experience. This would be a unique coming together of documentary, fiction and animation that celebrates love through a tragedy.

Present at Film Bazaar

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Company Profile

Since 1984, Les Films d'Ici has been producing feature length documentaries, feature films, one-hour documentaries and film collections. The catalogue contains over 700 films released in theatres, shown in festivals and broadcast on television stations worldwide. Les Films d'Ici has expanded over the last 30 years by staying faithful to writers and directors and true to the principle of unearthing new talent in France and beyond.

Serge Lalou has produced more than 400 films of which *Michael Kohlhaas* by Arnaud des Pallières (2013 Cannes Film Festival), *Silvered Water*, *Syria Self-portrait* by Ossama Mohammed, *Once I Entered a Garden* by Avi Mograbi and *Waltz with Bashir* by Ari Folman are the noted few.



Charlotte Uzu
Producer



Serge Lalou
Producer



Children of the Sun

Period Drama | Sinhalese | Digital

Synopsis

Budget

INR 3,00,00,000

Financing in place

INR 1,50,00,000

Production Company

Prasanna Vithanage Productions

City

Colombo

Country

Sri Lanka

1814 Srilanka. Aided by British invaders, the Sinhalese nobility plots the downfall of the King, who is of Indian-Tamil descent. When the attempt fails, the conspirators flee, deserting their families to face the King's wrath. The King orders the wives of the conspirators to marry a Rodiya man or commit a sacrificial suicide in the river.

Tikiri, the wife of a nobleman, refuses to kill herself. She now has to marry Vijaya, her Rodiya husband, whom she challenges to swim across the

river if he wants to claim her as his wife. This upsets the Rodiya clan who banish the pair.

Vijaya and Tikiri embark on a nerve-wrecking journey to escape from the advancing nobility and British troops. Tikiri is a cause of embarrassment for the nobility and her former husband for the choice she has made.

Vijaya and Tikiri survive all odds to victory where Vijaya leads the surviving Rodiya Clan at sunrise.



Prasanna Vithanage
Director & Producer

Director's Biography

Prasanna Vithanage has directed and produced remarkable feature films that have travelled widely across prestigious festivals and claimed several awards the world over.

His filmography includes *Sisila Gini Gani* (Ice on Fire) 1992, *Anantha Rathriya* (Dark Night of the Soul)

1996, *Pawuru Walalu* (Walls Within) 1997, *Purahanda Kaluwara* (Death on a Full Moon Day) 1997, *Ira Madiyama* (August Sun) 2003, *Akasa Kusum* (Flowers of the Sky) 2008, *Oba Nathuwa Oba Ekka* (With You, Without you) 2012, *Silence in the Courts* (Docudrama) 2015.



Director's Statement

In this historical epic journey, two people from two different social strata, pushed to the limits of survival, refuse to lose their identity. But in order to survive, they finally come to realize that life doesn't exist on identity itself.

I thought of using this theme as an allegory to question this illusion in a world where humans constantly wage wars in the name of national or religious identity.

Present at Film Bazaar

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Producer's Profile

Prasanna Vithanage has helmed Prasanna Vithanage Productions since 1997.

Some of its productions are *Anantha Rathriya* (Dark Night of the Soul) 1996, *Pawuru Walalu* (Walls Within) 1997, *Machan*, 2008, *Akasa Kusum* (Flowers of the Sky) 2008, *Oba Nathuwa Oba Ekka* (With You, Without You) 2012, and *Silence in the Courts* (Docudrama) 2015.

Oba Nathuwa Oba Ekka (With You, Without You) premiered at Montreal Film Festival in 2012 and has won five international awards in over 30 international festivals. It was also the first Sri Lankan film to earn a wide commercial release in India.



Dhaar

Drama, Horror, Thriller | Hindi, English | Digital

Synopsis

Budget

INR 4,00,00,000

Financing in place

INR 1,00,00,000

Production Company

Salil Jason Motion Pictures

City

Mumbai

Country

India

Advocate Deepak Thakur has never lost a case. He fights for those who have been illegally declared dead by relatives who want to seize their property. These cases are all that he can do to keep the ghosts of his past at bay.

His next case is where we set our story.

The victims are a family in Khush Hills – Dr and Mrs Bhandari and their children, Mohit, a young boy and Aarohi, a troubled teenage girl, who, for her own safety, is kept locked away in her room. The perpetrator is a black magic priest.

Deepak has four days to solve this case and agrees to live with them – isolated and cut-off in the middle of nowhere.

During his stay, he discovers that there is a sinister stalker hiding on the grounds and vows to protect the family from this looming danger.

But as he gets to know the family better, he realises that no one can be trusted. There are many dark secrets lurking in the depths of the house, all the time watching him... toying with him...

Nothing is what it seems.



Salil Jason Fernandez
Director & Producer

Director's Biography

Salil Jason Fernandez immersed himself into cinema and the arts from a very young age – acting and directing theatre, winning painting and creative writing competitions and creating home movies on his Hi8 Camcorder.

After receiving his BA Mass Media and MA English Literature, he went on to graduate from the London Film

School (MA Filmmaking). He now directs narrative films for his home production house, Salil Jason Motion Pictures and produces branded and web content for his other production house, Digital Rabbit.

Salil's selected filmography includes the short films, *The Mole* and *Khauff*, and a television film *Phir Se*.



Director's Statement

Dhaar is intended to be a sinister and terrifying thrill-ride as well as a deeply suspenseful mystery with plot twists. I intend to fully make use of its whodunit potential to really crank up the tension and increase the stakes as we explore the inhabitants of the colonial house, the supernatural threat that haunts it and the constant play on proving that the dead are living.

Stylistically, the film will start out looking like a traditional suspense-thriller but as the plot unfolds and the protagonist begins to gradually believe in the supernatural, I aim to amplify the tension through the

atmosphere and make the old rambling house itself begin to look creepier.

Mysticism is rife throughout Indian culture as it is in this film. The concept of the most ominous demon Dhaar will be setup through text in the *Rakhta Veda* – a mythological book that holds answers to all questions about black magic. Adding to the fear of it all, this gives us the opportunity to design and set an Indian ghost as an archetype – ultimately the aim is to showcase Indian cinema with a slightly international flavour and a novel approach to an Indian setting by a horror-thriller enthusiast.

Present at Film Bazaar

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Company Profile

Salil Jason Motion Pictures was launched in 2008 with the neo noir-black comedy short film *The Mole* – which was nominated at SIFF and IFFI (amongst others). It has recently produced the horror-thriller short film *Khauff*, that is currently travelling the international festival circuit.

The goal of the production house is to inject a particular style and cinematic quality into short and feature narrative films that sets them apart from the rest. It is currently developing several feature film scripts in the genres of thriller, horror and crime drama and looks forward to commencing filming in 2016 with the horror-thriller *Dhaar*.



Dhungwa'i Yangnyen [The Sweet Requiem]

Drama | Tibetan, Hindi, English | HD

Synopsis

Budget

USD 396,207
INR 2,57,68,479
(approx)

Financing in place

USD 55,000
INR 35,76,721 (approx)

Production Company

White Crane Films

City

Dharamshala

Country

India

Dolkar is a young Tibetan woman living in Delhi. 18 years ago, she escaped from Tibet with her father, walking across the Himalayas. Since then she has suppressed all recollection of that traumatic journey. But when Dolkar unexpectedly encounters Gompo, the guide who led them from Tibet only to abandon them before the end, memories of her escape are reignited and she is propelled on an obsessive search for reconciliation and closure.

Following Gompo through the narrow alleys of the Tibetan refugee colony in North Delhi, Dolkar is sucked into his solitary existence. Flashbacks of her desperate trek through a harsh Himalayan terrain punctuate her growing predicament in the present

as Gompo turns out not to be who she always imagined him to be. Caught in a web of political intrigue that is much larger than her personal quest, Dolkar must reconcile Gompo's act of treachery with the life-or-death situation he now faces.

The two stories moving in tandem, one in the past and one in the present, both determined by a series of fateful choices, reaches its conclusion as Dolkar and Gompo finally confront each other and find the redemption they both so urgently seek.



Ritu Sarin
Director & Producer



Tenzing Sonam
Director & Producer

Directors' Biographies

Ritu Sarin and Tenzing Sonam have been making films for more than 25 years. Their documentary films include *The Reincarnation of Khensur Rinpoche* (1991), *The Trials of Telo Rinpoche* (1993), and *The Shadow Circus* (1998), all commissioned by the BBC, and *The Sun Behind the Clouds* (2009), which won the Vaclav Havel Award at the One World Film Festival. Their latest documentary,

When Hari Got Married, premiered at Films From the South and showed at IDFA Amsterdam. Their feature film, *Dreaming Lhasa* (2005), executive produced by Jeremy Thomas and Richard Gere, premiered at the 2006 Toronto International Film Festival. They are also the directors of the Dharamshala International Film Festival.



Directors' Statement

The Sweet Requiem is a film of two contrapuntal timelines: the escape from Tibet, which takes place in the past and is primarily physical in its momentum, and Dolkar's obsession with Gompo in the present, which is more psychological in nature. The physical locations of these two stories – the emptiness of the high Himalayas and the crowded alleys of North Delhi – naturally lend themselves to an overall visual and aural schema that heightens their contrasting journeys.

Set among the exile Tibetan community in India, the film is an intimate and personal narrative – part psycho-political thriller and part

escape drama – that touches upon the themes of displacement, memory and guilt, and the unexpected consequences of the choices we make in life. It is also a tale of suffering and forgiving, of deep inner anguish and the desperate need of the exile to find redemption and closure. In this, the story transcends its specific context and touches upon universal concerns. Rich in atmospheric detail and inner tension, the film also reflects our own belief in the Buddhist ideals of compassion and forgiveness, and on the karmic notion of cause and effect and the importance of reconciliation.

Present at Film Bazaar

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Company Profile

White Crane Films is an independent film company currently based in Dharamshala. It was founded in London in 1990 by Ritu Sarin and Tenzing Sonam. White Crane Films has produced films commissioned by the BBC, Canal + and France 5. Its films have been widely broadcast across the world and screened at numerous film festivals, including

Toronto International Film Festival, San Sebastian International Film Festival, DOK Leipzig and IDFA. White Crane Films has been represented by international sales agents Hanway Films (London), PBSd (USA) and Cat&Docs (Paris), and its films have been distributed by Zeitgeist Films (New York) and First Run Features (New York).



Manto

Drama | Urdu, Hindi | HD

Synopsis

In 1945, Saadat Hasan Manto, one of the greatest writers of South Asia, is living in Bombay where he writes short stories, film scripts and edits a magazine. The maverick writer has two close friends – Shyam, the film actor and Ismat Chughtai, the feminist writer, also his co-accused in an obscenity trial. But his true life partner is his wife Safia.

Despite an escalation in sectarian violence, Manto's resolve to never leave Bombay doesn't waver. However, a dramatic episode with Shyam shakes him deeply. He realizes that such times can change the best of people. He makes the painful choice of leaving for Pakistan, soon after Independence. In Lahore,

he feverishly writes his controversial 'partition stories' in an attempt to make sense of the madness.

During this period he is charged three times with obscenity. Bereft of friends, unable to find publishers, and his alcoholism lead him into a downward spiral. It reaches a point when he willingly admits himself into the rehabilitation ward of a mental hospital. Here he writes his most famous story *Toba Tek Singh*. The film ends with Manto in the asylum, the lines blurring between his life and the story he wrote.

Budget

EUR 3,000,000
INR 19,54,38,142
(approx)

Financing in place

EUR 750,000
INR 4,88,56,184
(approx)

Production Company

Chhoti Productions

City

Mumbai

Country

India



Nandita Das
Director & Producer

Director's Biography

Nandita Das wears many hats: actor/writer/director and a strong advocate of social issues. Never to shy away from unconventional subjects, she has acted in over 40 feature films in ten different languages. *Firaaq*, her debut feature film, premiered at the Toronto Film Festival in 2008, and has travelled to over 60 festivals, winning much appreciation and

accolades. She has been on the jury at the Cannes Film Festival in 2005 and 2013, among others. The French Government honoured her with the Knight of the Order of Arts and Letters (Chevalier dans l'Ordre des Arts et des Lettres). Nandita was the first Indian to be inducted into the Hall of Fame at the International Women's Forum.



Director's Statement

I first read Manto when I was in college and was struck by his simple yet profound narratives. He wrote as he saw, as he felt, without dilution. For years, I nursed the idea of making a film on Manto, even before I made my directorial debut, *Firaaq*. Now, I feel equipped, both emotionally and creatively, to tell this story that so needs to be told.

What drew me to the story of Manto was his free spirit and courage to stand up against orthodoxy of all kinds. As I plunged deeper into Manto's life, I wondered why he seemed so familiar. Soon I realised that it felt like I was reading about my father, an artist. He too is intuitively unconventional,

a misunderstood misfit, and whose bluntness is not too different from my protagonist.

I see the film as being culturally and socially rooted, yet international in its cinematic sensibility. I feel fortunate that Manto's family is giving me their unconditional support for the project. Manto had faith in the redemptive power of the written word and that's why through the hardest times, he wrote relentlessly. That spirit resonates with my own passion to tell stories, through the medium of cinema. I feel in some mystical way, I am part of that hopeful legacy!

Present at Film Bazaar

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Company Profile

Chhoti Production Company is a production house founded by Nandita Das and Subodh Maskara. It aims to tell compelling stories through theatre and film. It began its journey with over 40 performances of *Between The Lines*, and then created a new genre called CinePlay, a cinematic capturing of theatre. *Manto* will be its first feature film endeavour.

Co-producer: En Compagnie des Lamas was created by Sandrine Brauer and Marie Masmonteil with the aim of helping directors around the world tell meaningful stories strongly rooted in their country of origin but with an international appeal. Their films have been in the official selections of festivals like Cannes (2011) and finalists for the Golden Globes (2015).



Marie Masmonteil
Co-Producer



Sandrine Brauer
Co-Producer



Meeting the Sumdees

Comedy | English | Digital

Synopsis

Budget

INR 5,00,00,000

Financing in place

INR 1,45,98,563

Production Company

Markham Street Films Inc.

City

Toronto

Country

Canada

Sam and Laila meet in Toronto and fall in love. Laila's mother, Yasmeen, is not happy. She had wanted Laila to marry another Pakistani, like her cousin in Rawalpindi. Worse, Sam is white, and non-Muslim! Laila's father Nasir doesn't mind, but Yasmeen insists there will be no marriage unless Sam embraces Islam. Sam agrees, to the surprise of his parents, Anne and David, who embrace no religions. At the Toronto wedding, multicultural bliss is strained by Anne's aging father, whose dementia takes him back to a time when 'Pakis' were unwelcome in Canada and Yasmeen frantically rearranges proceedings to placate her family back in Rawalpindi.

The two mothers-in-law are wary of each other, so everyone is shocked when Yasmeen invites the Sumdees (Urdu for 'In-laws') along for a tour of Pakistan so Sam and Laila can meet ALL the relatives. Packed together in a minibus from Karachi to Rawalpindi to Multan to Shogran, Sam and Laila meet brothers and sisters and cousins by the dozen as Anne and David narrowly avoid one cultural faux pas after another. And the road to the beautiful Himalayas is nowhere near as bumpy as the road Anne and Yasmeen navigate to accept the marriage of their children.



Michael McNamara
Director & Producer

Director's Biography

Born in Chicago, Michael McNamara, Co-President of Markham Street Films Inc., has been creating and producing films for over 25 years. His work includes award winning feature documentaries like *Radio Revolution* and *100 Films & A Funeral*, scripted short films like *Incident at Elysian Fields* and variety shows. In 1998

he produced and directed the indie feature *The Cockroach That Ate Cincinnati*. He is currently working on feature documentaries *The Trick With the Gun*, and *Celtic Soul* for Super Channel, adapting the novel *Heaven is Small* and producing the YA thriller *Level 16* with partner Judy Holm for writer/director Danishka Esterhazy.



Director's Statement

Meeting the Sumdees is a road trip through Canada and Pakistan. I want to tell this story – of people coming together rather than falling apart – in these divisive times. Because people are the same everywhere: there are sweet Pakistanis and sweet Canadians, pushy Pakistanis and pushy Canadians. Family dynamics are constant. And there is humour in all of this. The style will be one of contrasts. The film will be shot in 4K with a high contrast colour palette. Energetic handheld travel scenes will contrast with staid home-life scenes. Bright yellows, oranges, reds and bright blues will contrast with grey, cream and forest greens.

Great attention will be paid to body language in ensemble scenes for comic effect and in close-up in the scenes with the couples. The sound design will also be a study in contrasts: softer sounds in wintery Canada and the shock of blaring horns in Karachi. Whispered disapprovals forming a background against which people speak. Where there are ideas held too fiercely, there is comedy. Where people find themselves in a new and different world, there is comedy. And comedy can break down barriers. If we can laugh at ourselves, we can understand ourselves.

Present at Film Bazaar

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Company Profile

Markham Street Films Inc., created by Michael McNamara and Judy Holm, makes film and video projects for all media. MSF has delivered feature length docs *David & Me*, *Acquainted With the Night* and *100 Films & A Funeral*, and over forty hours of documentaries for major broadcasters. MSF produced feature films *Victoria Day*, (2009 Sundance Film Festival), co-produced *Hold Fast*

(2013) and produced and distributed *Big News From Grand Rock* (2014) as well as the short comedy *Incident at Elysian Fields*. MSF recently delivered the feature doc *The Magic Bullet* for Super Channel and is financing the feature films *Level 16*, *Sailor Girl* and *The Return of The Fabulous 7*.



Judy Holm
Producer



Memories And My Mother

Fantasy Drama | Bengali | Digital

Synopsis

Budget

INR 6,00,00,000

Financing in place

INR 1,50,00,000

Production Company

For Films

City

Kolkata

Country

India

Manu lives in his old ancestral house that is showing signs of rapid decay. He runs his father's dilapidated photo studio and spends most of his earnings restoring parts of the iconic house. An elevated metro line grazes past his house and at night Manu climbs onto it to meet his dead relatives.

His attachment, it becomes clear, isn't to the building alone. He appears equally nostalgic about the notion of family. His two cousins, Bhaskar and Putul pursue careers in engineering and astrology respectively. While Bhaskar is at the centre of Kolkata's rapid transformation, Putul predicts

the future of live callers on television. Putul is promised a swanky apartment by Madan, a politician with whom she spends a lot of time. Bhaskar and Putul's dreams shatter when a segment of a flyover, newly built by Bhaskar, collapses on the politician.

They turn to Manu and attempt to convince him to sell the house. The night before the house is seized, Manu cries and the phantoms of his forefathers summon torrential rain for forty days. When the entire city is submerged, the rain stops and in the dead silence, Manu begins his journey to find solace.



Aditya Vikram
Sengupta
Director

Director's Biography

From a young age Aditya's interests leaned towards performing arts. He trained in western classical music and was an active dramatist throughout his childhood. He first studied literature before pursuing design studies at the National Institute of Design, Ahmedabad. His student shorts have screened at various international festivals. Aditya is a painter too.

Aditya was working with a leading music TV station as a promo director for three years before he decided to pursue filmmaking full time.

His debut feature *Labour of Love* premiered at Venice (2014) where it won the Federa for Best Debut Film. The film has since featured at over 40 international film festivals and has won 14 awards to date.



Director's Statement

Memories and My Mother documents my observations and innermost feelings about the city in which I grew up. Through a dreamy fairytale the film intends to explore the economic, political and cultural degeneration of a state moving towards a flimsy future.

Present at Film Bazaar

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Company Profile

For Films was started with a view to creating quality cinema for a global audience. The company's raison d'être is everything that is film related and is a binding passion for each member of the team.

For Films' debut feature, *Labour of Love*, had its world premiere at Venice 2014 where it won the Federa for Best Debut Film. The film has also featured at several other festivals

including Rotterdam, Busan and London and has won two National Film Awards and 12 International Awards.

When not working on features, the core team at For Films is actively involved in commercial work. The team has worked on films for leading brands and these experiences have helped in the journey towards features.



Jonaki Bhattacharya
Producer



Vikram Mohinta
Producer



Newton

Black Comedy | Hindi | Digital

Synopsis

Budget

INR 5,50,00,000

Financing in place

INR 4,12,50,000

Production Company

Drishyam Films

City

Mumbai

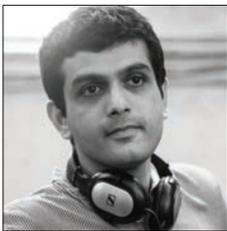
Country

India

It's Election day in India, the world's largest democracy! Newton Kumar, a young government clerk and idealist, is given the task of administering a polling booth in a remote central Indian jungle. The area is a hub of armed conflict between the State and extreme left-wing guerrillas. To add to it, the tribal voters of this jungle live without basic amenities. But Election time changes things around. A helicopter brings an electronic voting machine which is guarded by platoons

of Special Police Forces. Conducting free and fair elections in a population of 1.2 billion is no child's play!

Newton brims with hope and is determined to do his duty despite all odds. But little does he know that reality intervenes in the most unexpected ways.



Amit V Masurkar
Director

Director's Biography

Amit V Masurkar's directorial debut, *Sulemani Keeda* (English title: *Writers*, 89 min, 2014) was an indie sleeper hit. He is based in Mumbai and has written for film and TV.



Director's Statement

When political discourse becomes dull, democracy is in danger. When I voted for the first time, I thought my job was done. I had surrendered my destiny to the hands of a stranger and expected him to bring about change. It took me a while to realise the difference between democracy and electioneering, and to understand that true democracy will come only when people become political beings

and not mere voters. *Newton* is a dark comedy about an idealist in a less than ideal world. In this chaos, we find underlying elements of humour and absurdity which I attempt to bring alive on screen.

Present at Film Bazaar

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Producer's Profile

Manish Mundra is a producer and the founder of Drishyam Films. After a chance interaction with Rajat Kapoor on Twitter in 2013, Manish agreed to finance *Ankhon Dekhi*. The film went on to win three Filmfare Awards and three Screen Awards, and there has been no looking back for the corporate leader-turned-film producer. Since then, Manish has pursued his passion for content-driven cinema with single-minded

dedication. He set up Drishyam Films, a global motion-picture studio that has produced international award-winning films such as *Masaan*, *Umrika* and *Dhanak*. Manish is also renowned as an indie saviour of sorts by being a generous patron of MAMI, and for establishing the Drishyam-Sundance Institute Screenwriters' Lab for aspiring Indian screenwriters.



Manish Mundra
Producer



Nigudha Manushyaru [Mysterious Men]

Drama | Kannada | Digital

Synopsis

Budget

INR 3,25,00,000

Financing in place

INR 50,00,000

Production Company

Bayalu Chitra
Productions

City

Bengaluru

Country

India

Rangappa, a newly appointed excise inspector, goes on a journey with his writer-friend, Jagannatha, to a village. Rangappa takes his old car. It is June and dark clouds gather overhead, akin to an abstract painting in the sky. As they drive on a mud road, the old car stops abruptly in the middle of the road, between a forest and a village. Even as the two friends try to push the car themselves, it starts sinking into the slippery mud underneath. All their efforts are in vain. Although they ask the villagers for help, the car remains

stuck. Helpless, they finally give up. Heavy rain forces them to spend the whole night in the car.

In the morning, Gopalaiah, a landlord from a nearby village, offers them help. When all attempts to move the car fails, the city dwellers are forced to take shelter under Gopalaiah's roof. Uncertain about their new host and surroundings, Rangappa and Jagannatha decide to keep their true identities hidden. Little do they know that Gopalaiah has secrets of his own.



M S Prakash Babu
Director

Director's Biography

M S Prakash Babu trained as a visual artist, worked as a graphic designer and illustrator, and is now established as a screenwriter and film director. He post-graduated in painting from Kala Bhavan, Viswabharati University, Santiniketan. He has been awarded a Fellowship in the field of Visual Art (Film/Video) at Helsinki under

UNESCO-ASCHBERG 2001-2002. He has written and directed five short films. His first feature film, *Attihannu Mattu Kanaja*, produced by Bayalu Chitra and NFDC, was nominated for the Tiantan Award at Beijing International Film Festival 2015, and has won NETPAC, Jury special mention award.



Director's Statement

This film is an ironic drama about the conflict between Man and Nature. The film does not relate to a particular time and space as these attributes do not exist in a certain sense in the story.

There are three people, in search of a new life, directly confronting Nature. One is trying to escape from his chequered past in the city. Another is trying to adjust with his new job

posting in the village. The third is a writer who has quit his teaching job in the city and is trying to find first-hand experiences for his writing. All three escape their urban lives in the hope that their life in the village, surrounded by the beauty of Nature, would be nothing but peaceful. What they don't know is that Nature is as calm as it is violent. It is the most unpredictable force they will ever encounter.

Present at Film Bazaar

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Company Profile

Bhavani Prakash is an actress and producer who completed her Diploma in Theatre Arts from the renowned theatre institution Ninasam. She holds a post-graduate degree in Kannada literature from Mysore. Bhavani has worked as an actress with directors like B V Karanth and M S Sathyu, among others. She has also directed plays for children as well

as theatre-groups. Bhavani founded Bayalu Chitra, a production house, in 2005 which has produced a series of short films, documentaries and feature films. *Attihannu Mattu Kanaja*, their first feature, was co-produced by NFDC and has been selected and nominated for 'Tiantan Award' at Beijing International Film Festival 2015.



Bhavani Prakash
Producer



On the Way to Paradise

IFP Partnership
Project

Gangster Drama | English | HD

Synopsis

Budget

USD 1,500,000
INR 9,72,97,500
(approx)

Financing in place

USD 800,000
INR 5,20,25,120
(approx)

Production Company

Real Eyes Films

City

Johannesburg

Country

South Africa

On the Way to Paradise is *The Godfather* in Mayfair; it's the story of a young man, the son of a white-collar criminal, who tries to save his family when his father's money laundering scheme goes awry – at the cost of his soul. Our protagonist Zaid Randerera wants desperately to do the right thing – but finds that the 'right thing' is a nebulous beast. This film is an

exploration of ethics and how ethical stances can come into conflict within one person.

Loosely based on Coppola's *The Godfather* this is a crime/heist / gangster movie that is more a study of morality and the family, but based in the vibrant immigrant-filled suburb of Mayfair in Johannesburg.



Sara Blecher
Director & Producer

Director's Biography

Sara Blecher is a co-founder of CINGA, a Production company that has made a number of award-winning feature films, drama series and documentaries. A graduate of NYU, she also works as a drama and documentary producer/director. Sara has made some noteworthy documentaries including *Surfing Soweto* and *Kobus and Dumile* for which she won CNN's African journalist of the year award. She is

co-creator, director, and producer of the award-winning drama *Bay-of-Plenty*, and directed and series produced the local version of *Who Do You Think You Are?* Sara currently lives in Johannesburg where she has just completed production on her second feature film *Ayanda and the Mechanic*. Her first feature film *Otelo Burning*, has been screened to great acclaim and won numerous awards around the world. In 2015 she directed *Dis Ek, Anna*.



Director's Statement

On the Way to Paradise is a classic gangster story – and we will be true to genre in both look and feel but our film is also told through the unique prism of a young Muslim man in Mayfair. This is a community in the throes of change as the more affluent flee to the formerly white suburbs, and the Somalis move in. This sense of a community in flux is something we will explore in a similar way to which *The Godfather* explored the Italian/American community in post war America and it will equally dictate the style of the film. At its heart this film

will explore the idea of moral codes. Far from the simplistic divide between “good” and “bad” there are conflicting codes to live by, with many grey areas amongst them. This will be articulated both in wardrobe and set design. *On the Way to Paradise* will explore the premise: what if a young Muslim man, of sober habit, and uncompromised integrity, is drawn into his father's criminal enterprises against his will?

Present at Film Bazaar

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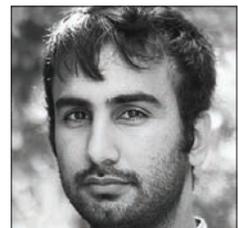
Company Profile

Real Eyes Films is a small boutique production company based in Johannesburg and dedicated to making feature films and documentaries with passion and excellence. Recently, the company received funding to produce a slate of feature films in South Africa. The first of these films *Ayanda* opened the Durban International Film Festival and won a special jury mention at the Los Angeles Film Festival.

To date Real Eyes has produced six made-for-TV films, three drama series and a number of award-winning documentaries – the most recent of which was *Surfing Soweto* – the story of the train surfers in Soweto. *Otelo Burning*, which has played in over 70 cities around the world and garnered numerous awards, was the company's first feature film.



Omar Khan
Producer



Imraan Jeeva
Producer



Pirates

Drama | Hindi, English | Digital Full HD

Synopsis

Rohit's dreams of abandoning his engineering career and making animation films are put on hold when his father asks him for a loan to save the family home in the village from sequestration.

Rohit's father has been a dreamer who has never acted on his dreams. Gradually, father and son start sharing their dreams with each other, at first indirectly, through the story of a pirate looking for the shore – a character Rohit has invented for his yet to be made animation film.

Soon, Father and Rohit concoct stories, picking from their own past and present, and setting them in the fantasyland of the Pirate.

Pirates is the story of a father and son, bound by the norms of traditional relationships, trying to chase their dreams in a new India of cities that are turning into megacities, and villages that are turning into towns.

The fantasies that Rohit and his father have built together are threatened by reality when the eviction notice from the bank finally arrives. In the end, Rohit and his father have to face the fate of their family home, and also that of their character – the Pirate.

Budget

EUR 1,100,000
INR 8,10,54,160
(approx)

Financing in place

EUR 275,000
INR 20,263,540
(approx)

Production Company

Poetic License Motion Pictures

City

Mumbai

Country

India



Raj Rishi More
Director

Director's Biography

Raj's film career began as an assistant director and researcher on the film *The Lunchbox* (BAFTA Nominated 2015, Rail d'Or Winner, Cannes 2013) directed by Ritesh Batra. After this, Raj worked as an associate director on feature film *Khoya* (MAMI 2015). He worked as a 1st Assistant director to Ritesh Batra on his short *Masterchef* commissioned by Bill and Melinda Gates Foundation that premiered in Sundance Film Festival 2014.

Recently, Raj made a Marathi Short *Baba*, that portrays a son's reflection of his father. Raj's first feature *Pirates* was part of Drishyam Sundance Screenwriters' Lab 2015.



Director's Statement

What I find most interesting as a filmmaker are not just the things we say to each other but also the things that are left unsaid. That is what *Pirates* is about, the things that are left unsaid between Rohit and his father for years, and how they finally find a way to say these things to each other through this story.

The story underscores the human need to reach out to each other and connect. Though in real life this often does not happen, in stories, we can surmount the walls that we build around ourselves and actually connect to each other. This is what Rohit and his father do; they start conversing about the characters in

Rohit's animation work and slowly unburden their greatest fears and joys upon each other.

Pirates is the story of characters trying to find their place in the World, and how even the most trying circumstance will give us a gift sometimes, the gift of saying the things that have been left unsaid.

Present at Film Bazaar

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Company Profile

Poetic License Motion Pictures (PLMP) is a Mumbai-based production company established by Ritesh Batra, the BAFTA awards nominated director of *The Lunchbox*. The company is focused on international co-productions that are at the intersection of art house and commercial content.

PLMP produced a short film *Masterchef* that was commissioned by Bill and Melinda Gates Foundation. It was one of the five films from

the world to represent the Gates Foundation's social initiative and premiered in Sundance Film Festival 2014. Their upcoming projects are *Pirates* (Drishyam-Sundance Screenwriters' Lab 2015) written and directed by Raj Rishi More and *Photograph* (European Film Market in 2015) written and directed by Ritesh Batra.



Ritesh Batra
Producer



Sandhya

Drama | Marathi | Digital

Synopsis

Budget

INR 3,50,00,000

Financing in place

INR 1,53,00,000

Production Company

7Seas Films Pty. Ltd

City

Sydney

Country

Australia

Plain looking and plump, Sandhya (37) is a Tiger attendant at Pune Zoo. Unmarried, not getting any younger, she is desperately searching for a spouse. Every Sunday, she meets prospective grooms via the matrimonial section in the newspaper. However, like every Sunday, she is rejected. Sandhya does not own a car, but wanting to feel 'independent', she joins a driving school. On her first day, she meets Mohite (43), the potty-mouthed owner of a rundown theatre that plays B-grade sex/horror films. An ageing man, Mohite is damaged by anger; he lives with his widowed sister, Tai, who constantly reminds him of his failures. Despite different personalities, Sandhya and Mohite spark an attraction. They realize they have much in common, most of it involving their loneliness. It isn't long

before their relationship blossoms and Mohite introduces Sandhya to Tai. However, fearing she will be left all alone once Mohite marries, Tai tries to convince Mohite that Sandhya will never respect him because of his profession.

A co-worker asks Mohite what he does for a living. In wanting to protect him, Sandhya abruptly changes the topic. Mohite is hurt. Believing Sandhya will always be embarrassed by him, he distances himself from her, leaving Sandhya confused and vulnerable. In due time, Mohite realizes that Sandhya had touched his soul in a way no one had before. While Sandhya has moved on, one fine day, fate brings the two face-to-face.



Mukti Krishan
Director

Director's Biography

An award-winning 3D Animation and VFX graduate from Vancouver Film School, Mukti has worked in the VFX in Hollywood productions, including: Disney's *Tinkerbell*, Weinstein brothers' *Hoodwinked*. Mukti assisted Vidhu Vinod Chopra on *Ferrari Ki Sawari*.

In a short span, Mukti has directed several short films that have won awards at both domestic and

international film festivals. Her latest documentary, *The Mud Warriors*, was selected for the 2015 British Film Institute (BFI) Film Festival where it received a standing ovation. She is currently absorbed with the post-production of her new documentary *The Powerpuff Girls*.



Director's Statement

Heartbreaks are not easy, yet they hold within them an immense spiritual value that helps us mature; it is not the end of the road or the cessation of hope but the embrace of the essence of what we desire or fear losing.

I spent a large part of my growing years in a relationship with a man who broke my spirit – yet I stayed with him. In the heyday of youth, when the world of possibilities lay sprawling before me, I was lost in him. It took me a while, but one glorious day, I realized this man would never love me in a way that resembled healthy.

So I set on a journey to explore forgiveness; forgiveness of not only him and his insincerity, but also

myself, for having willingly entered a long tunnel of darkness. It became apparent; it was easier to forgive him than myself. This was the starting point of *Sandhya*. This was the story I wanted to tell.

Set amidst Pune's structurally complex working class, *Sandhya* is touching without being sentimental, moving without being manipulative – a cinema autopsy conducted in a manner whereby the audience will find themselves in extremely vulnerable situations, compelling them to reflect on their own lives, all the while being entertained and inspired.

Present at Film Bazaar

Ravi Kambhoj
Mukti Krishan

Office

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Company Profile

Established in 2010, 7Seas Films is an award-winning Australian/Canadian film finance, production and distribution company dedicated to finding original voices.

Ravi Kambhoj is an award winning producer from Australia who has produced feature films like *Andaman Diaries* (Canada/Australia, 2015), *54 Days* (Australia, 2014), *Shuttlecock*

Boys (India, 2011), *Curry Munchers* (New Zealand, 2011), *Birds of Prey* (India, 2010), *Love Has No Language* (New Zealand, 2008). His documentaries include *Out of the Void* (Australia, 2014) and *From Here to Spirituality* (Canada/Australia, 2016). Ravi has also produced several television shows and web series.



Ravi Kambhoj
Producer



The Poacher

Drama | Hindi, English | Digital

Synopsis

Budget

INR 5,00,00,000

Financing in place

INR 2,00,00,000

Production Company

Beautiful Bay
Entertainment Ltd

City

London

Country

UK

Amol Mistry was once the most dreaded poacher in the Sunderbans. Now he represents India as an anti-poaching campaigner and works closely with the World Wildlife Fund. How did this dramatic turnaround come about? As Amol was giving a speech at a wildlife conference in New York, Zaira, a reporter for the *New York Times* who is coincidentally assigned to write a story on this remarkable man, meets him after the speech. It was there that Amol tells her about the day when he voluntarily submitted to the forest officials after an incident while he was still a poacher. It was after this voluntary

submission that the particular forest official – a remarkable person in his own right – decided to not arrest Amol but induct him in the anti-poaching fight for the government. Somehow, in her journalistic instincts, Zaira found certain things odd in Amol's story. As planned, she embarks on her trip to the Sunderbans. She uncovers hitherto unknown facts which further lead to even more revelations – which ultimately unravel some shocking truths. What started as a journalistic story on the life of a dramatic human being becomes a larger web of falsity and truth.



Suman Ghosh
Director

Director's Biography

Suman Ghosh is a National Award winning Indian filmmaker who had his film training from Cornell University, USA. His first feature film *Footsteps* won two National Awards in 2008. His subsequent feature films include *Dwando*, *Nobel Thief*, *Shyamal Uncle Turns off the Lights*, *Peace Haven* and *Kadambari*. His films have been

shown at major film festivals around the world such as BFI London, Busan, Vancouver, Karlovy Vary, Mumbai amongst others and have received several national and international awards. He is currently developing his new film *The Poacher* which is based on a real life story from the Sunderbans.



Director's Statement

I came to know of Amol Mistry a couple of years back. I heard his story of how from a dreaded poacher he has turned into an anti-poaching campaigner for India. The story of his turnaround motivated me to meet him in person. I went to the Sunderbans and stayed with him for a few days. What I found was that behind this calm and composed man was a fierceness which was daunting. As I dug in more I could sense a human story which astounded me. Honestly he represented the Sunderbans to me. The Sunderbans are the most visually impressive places that I have seen in my life. There is a tranquil conglomeration of the forest and

the rivers. But once you get into the stories inside, this place represents a far more ghastly presence than what appears at first glance. Amol was to me what the Sunderbans are. Behind his tranquil outward appearance there was a deep and complicated story underneath. It was perfect fodder for cinema to me – the visual and the narrative was lying in front of me. While I was coming back from my trip to the Sunderbans, I decided that I need to make a film on this.

Present at Film Bazaar

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Producer's Profile

Colin Burrows is an independent producer, publicity consultant and CEO of the Special Treats Production Company, Europe's leading production house for audio-visual coverage of the film industry. London based Colin works across the international film spectrum with a special interest in India. He was the

international publicity consultant for Fox International Productions on *My Name is Khan* and has also worked with Aamir Khan Productions, Vinod Chopra Productions and Anurag Kashyap Films. He is the international adviser to FICCI's Entertainment division.



Colin Burrows
Producer



Unread Pages

Drama | English, Assamese, Chinese | Digital HD

Synopsis

Budget

INR 8,50,00,000

Financing in place

INR 2,55,00,000

Production Company

Jahnu Barua
Productions

City

Mumbai

Country

India

Following the Indo-China war in 1962, Liang was arrested for his Chinese origin. His Indian wife Laahi insisted she too be taken with her husband. The police couldn't stop her... Their only child, 10-year old Gogon, was away with his grandmother on that night.

Laahi returned after eighteen months but without her husband. She didn't tell anything to Gogon except that his father would join them soon. But that 'soon' never came.

Fifty years later in 2014, Gogon, now a British citizen who comes on a visit to India with his British wife Bridget and writer son Vedant after spending most of his life in the UK, sets out with his faint memories in search of his roots mainly to help his son write a book on the family's disintegrated past. But the visit turns out to be much more than what Gogon had expected.



Jahnu Barua
Director & Producer

Director's Biography

Twelve-time National Award winner Jahnu Barua received global acclaim for *The Catastrophe*, which won a National Award for the Best Film (Golden Lotus), the Grand Prix Silver Leopard, World Ecumenical Award at Locarno, Best Film at Amien, and Best of Asia at the Tokyo International Film Festival.

It's a Long Way to the Sea has won the National Award for the Best Director (Golden Lotus), 15 international

awards including World Peace Prize at Chicago International Film Festival, Best Director at the International Film Festival of Independent Film Makers at Brussels.

Jahnu Barua has been conferred Padma Shri and Padma Bhushan by the President of India.



Director's Statement

I was 10 when the Indo-China war took place in 1962. A Chinese man, his Assamese wife and their five children lived near our home. Following the war the entire family except the eldest son were rounded up by the police and taken away – we didn't know where. The eldest son, Biren absconded and my mother helped him hide in our house for three days. Later we heard that people of Chinese origin living elsewhere in the country too were rounded up and taken to an undisclosed location. Much later we discovered that the family were kept as interns in Deoli concentration camp along with numerous people of

Chinese origin for two years before they were deported to a country of their choice.

Meanwhile, Biren started to grow up with the help of his maternal relatives but remained separated from his family. Ever since, I have carried a trace of suffocation in me, as I could never accept in my heart the separation of a child from his family, who is a hapless victim of inhumanity in world politics.

Unread Pages is the result of the suffocation that I have carried in me for all these years.

Present at Film Bazaar

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Producers' Profile

As a producer/co-producer, Jahnu Barua has produced films under Jahnu Barua Productions, Patkai Films, Patkai Pictures and Dolphin Communications since three decades. He has produced and co-produced 13 feature films and innumerable short films and documentaries.

B.V.P Rao is Jahnu Barua's protege; Rao sought retirement from an eminent government position following which his documentary film, *Willing to Sacrifice*, won a National Award amongst other international honours. Presently, he actively pursues film production.



B. V. P. Rao
Producer



Unromantic Woman

Comedy Drama | English, Hindi | Digital

Synopsis

Budget

INR 15,00,00,000

Financing in place

INR 9,00,00,000

Production Company

Paragraph Pictures Inc.

City

Toronto

Country

Canada

Beautiful, impetuous Chloe has been having the time of her life since she arrived in Goa four weeks ago. She's enjoying the sights, the beaches, the people, and most of all she's fallen in love with a handsome young poet, Ritesh.

On the other hand, there's Hank, her husband back in Toronto who is so buried in work with his start-up firm that Chloe has no choice but to go on their much-delayed honeymoon trip, alone.

When Hank and Chloe's mother, Sarah, can't reach her by phone they both fly to Goa to make sure she's all right.

No sooner does Sarah, a decidedly unromantic woman, decide to teach her daughter the difference between love and fireworks, marriage and a fling, solid Hank and a questionably sexy poet, than she is faced with a threat to her own heart in the form of Ritesh's handsome, sophisticated father, a man she mistakenly thinks is her daughter's lover.

Audiences will discover that one of the most romantic places in the world may not be the best place to teach your daughter that true love doesn't exist – in this sophisticated comedy about a mother and daughter's education in love Indian-style.



Joan Carr-Wiggin
Director

Director's Biography

Joan Carr-Wiggin is a former economist who specializes in entertaining films with great roles for women. She not only knows how to get value on the screen but can also get career best performances out of actors. She has directed five feature films. Variety's review of *A Previous Engagement*, starring Juliet Stevenson and Tchéky Karyo, said: "Unutterable truths about marriage

and love... the comedy that is human interaction and the unending drama that is man and woman." Prestigious film critic Pete Hammond of *Movieline* wrote of *If I Were You*, starring Academy Award Winner Marcia Gay Harden and Aidan Quinn: "Pure cinematic delight, a gem that recalls the best of a Woody Allen or a Nora Ephron."



Director's Statement

Many of us have had the experience of being in a different country or culture, and suddenly we see a glimpse of an entirely different person that we could become. Maybe that's one reason we like to travel. What if we stayed in this place? What if we started over, redefining ourselves in a way that we never before thought possible? What if we fall in love with someone from a completely different background? What if we try something new? Who is the real you – the one everyone who has known you for years insists you really are, or the person you could believe, at least for a moment, you could become? And which one would be happier? How much do you risk to

find out? The consequences will be enormous –love, marriage, children, where we live, what we do – but we have to decide right now or risk losing everything.

My goal with *An Unromantic Woman* is to show one of those moments, when two cultures meet, in a story about a mother and daughter who visit India and the choices they must make. What would any of us do in that wonderful but earth-shattering moment when a door opens and you see, so close but so far away, the possibility of an entirely – but impossible to predict – new life?

Present at Film Bazaar

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Company Profile

Paragraph Pictures Inc. is a Canadian feature film production company specializing in co-productions.

PPI's principal David Gordian has produced eight feature films, which have sold worldwide. Their most recent three films received theatrical releases in the U.S., and Warner Bros. picked up digital rights for *If I Were You*, starring Marcia Gay Harden. PPI specializes in intelligent,

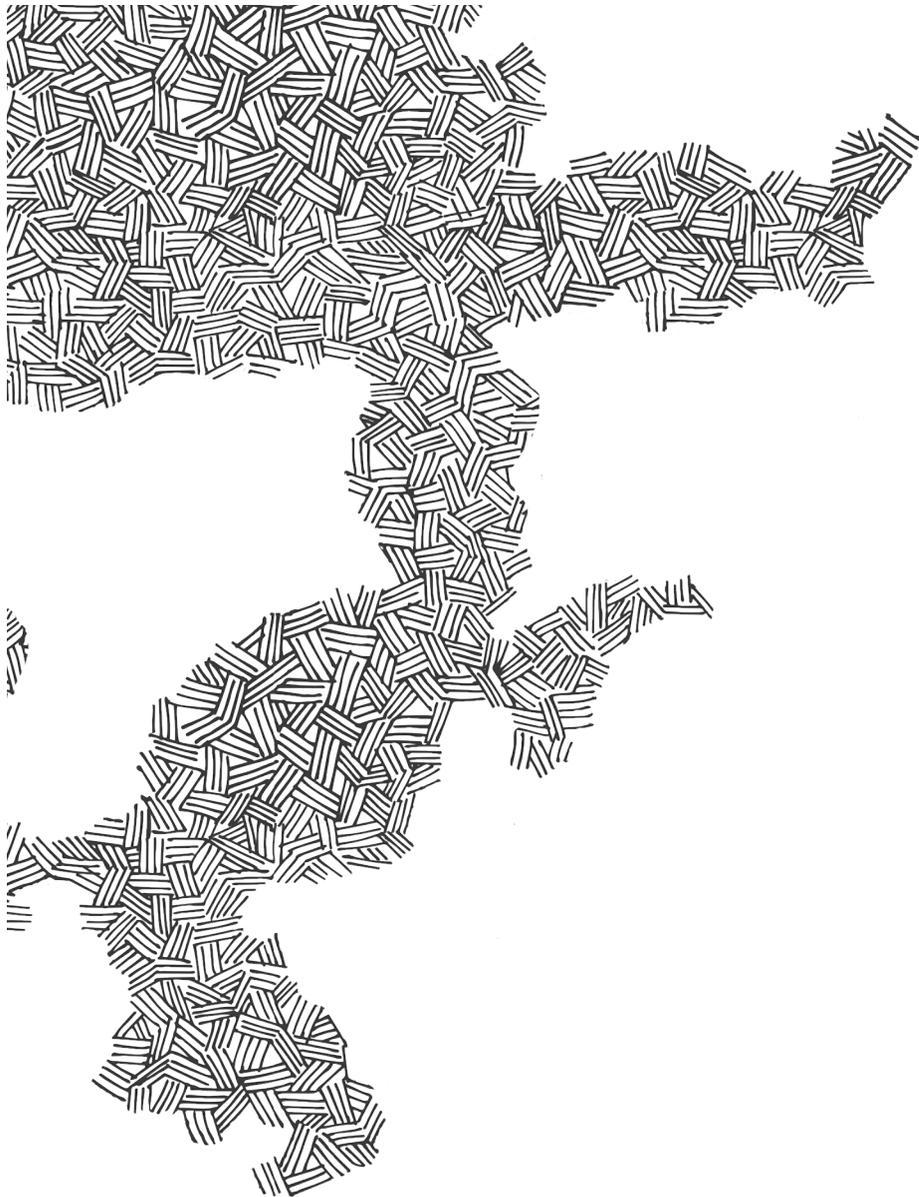
crowd-pleasing comedy-dramas that feature world-class performances.

David Gordian, a former I.T. specialist who is half-Goan and now lives in Toronto, has long wanted to make a film in India, and finally has the perfect vehicle in *An Unromantic Woman* to showcase India to audiences around the world.



David Gordian
Producer





Co-Production Agreements Between India & Other Countries



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.

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:
 - 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 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 'en 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 in accordance with 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 Republic of India For the Government of the 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.

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

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:
 - i. provide that a co-producer may not assign or dispose of benefits referred to in Article 3 except to or for the benefit of a national of that co-producer's country;
 - 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 4th 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.

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

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.

2. 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.
3. 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

1. 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.
2. 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:
 - a. the appropriate film-making and cultural benefits to the UK and India;
 - b. the nature of co-producers;
 - c. the minimum and maximum financial contributions of co-producers;
 - d. film making contributions of co-producers;
 - e. content, language, credits, locations and personnel; and

- f. any other matters that the Parties consider desirable.
3. The Annex 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.
4. 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.
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.

Article 3

Benefits

1. This Article applies in relation to any film which has Approved Co-production status under this Agreement.

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.

Sd/- Sd/-

For the Government of the United Kingdom
For the Government of the Republic

Kingdom of Great Britain and 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;
 - l. 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.



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NFDC
cinemas of india