

# Co-Production Market 2021



## Welcome to Film Bazaar Online

NFDC Film Bazaar has become the most sought-after platform for South Asian filmmakers to find funding, collaborators, and support, over the last decade. We are proud to acknowledge that films presented at previous editions of the Bazaar, whether at script, project, or rough-cut stage, have gone on to receive national and international acclaim. The Bazaar has also emerged as a focal point for festival directors, programmers, and sales agents to find fresh voices from South Asia.

As NFDC Film Bazaar enters its 15th year, we are thrilled to showcase an eclectic mix of 20 projects in 15 languages across 11 countries from Afghanistan, Bangladesh, India, Nepal, and Sri Lanka, to name a few. One of the greatest strengths of the NFDC Film Bazaar Co-Production Market has always been its selection of a wide variety of subjects that span across genres and languages, and this year it will be no different.

The video format for the Open Pitch – which kicks off the Co-Production Market – was introduced in 2016 and has since become very popular with filmmakers. They have found it to be the most effective way of communicating their vision to potential collaborators who in turn have been able to see a glimpse of the proposed films and optimize their time at the market. In this online edition, each pitch will give insight into the projects' creative aspects, the personality of the project, and the talent behind it.

Film Bazaar continues its valued partnership with Produire Au Sud and the Fresh Embassy in India. Produire Au Sud has organized a specially curated 3-day preparatory workshop for Co-Production Market selected participants. The French Embassy will be presenting the French Institute Award to one project from the 20 selected Co-Production Market projects.

Looking forward to another exciting and successful edition of Film Bazaar.

See You Online!

**Co-Production Market Team**

## Co-Production Market

Original Title	English Title	Country	Pg. No.
<b>Ashwamedh</b>	The Sacrifice	India, United Kingdom	<b>3</b>
<b>Bena</b>	Seed	India	<b>4</b>
<b>Blue</b>		India	<b>5</b>
<b>Bride Without Dowry</b>		India, Germany, Sri Lanka	<b>6</b>
<b>Chevittorama</b>	The Soul Whisperer	India, Australia	<b>7</b>
<b>Deoka</b>	Walking In The Air	India	<b>8</b>
<b>Ek Mutthi Badal</b>	My Share Of Sky	Nepal	<b>9</b>
<b>Hashnoughana</b>	The Strange Case Of A Divorce	India	<b>10</b>
<b>Jolchhobi</b>	Water Fresco	India, Bangladesh	<b>11</b>
<b>Mathaka Washthra</b>	Memoria	Sri Lanka	<b>12</b>
<b>Mirpur Express</b>		India	<b>13</b>
<b>My Mother's Nose</b>		India	<b>14</b>
<b>Pankaali</b>	The Partner	India	<b>15</b>
<b>Raavsaaheb</b>		India	<b>16</b>
<b>Safa</b>		Bangladesh	<b>17</b>
<b>Scotch</b>		India	<b>18</b>
<b>The Arrangements Of Love</b>		India	<b>19</b>
<b>The Forgotten History</b>		Afghanistan, Spain	<b>20</b>
<b>The Secret In The Wind</b>		India, Hungary	<b>21</b>
<b>To Kill The One You Love</b>		India	<b>22</b>

# Ashwamedh

## The Sacrifice

India, United Kingdom | Hindi, Munda | Action, Adventure, Period

**Budget (USD)**  
725,000

**Financing Secured (USD)**  
275,000

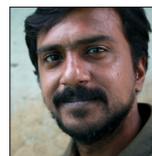
**Production Company**  
Five Fifty Five  
[www.fivefiftyfive.world](http://www.fivefiftyfive.world)

**Present at Film Bazaar**  
Ridham Janve  
Kate Baxter

**Looking for**  
Film Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios

Set around the Ashwamedh Yagya conducted by Indo-Aryan king, Sudas, of the Bharata tribe in the 10th century BCE, the film follows the journey of the horse chosen for the yagya and the troupe assigned to protect it during its yearlong ritualistic conquest. The campaign has a great start as the horse passes several territories without being challenged, expanding the Bharata realm exponentially. However, the killing of two native boys for unknowingly impeding the Ashwamedh horse creates a backlash and the troupe is ambushed by a fierce native chief, Shundaka. While most Bharata soldiers perish in the attack, a dasa horse-carer, Shirimbita, who is part of the troupe for having raised the Ashwamedh horse, somehow manages to flee with it.

Meanwhile, a sudden rivalry between King Sudas's head priests causes a political stir, inciting his rivals to capture the horse and sabotage the Yagya. Thus begins a series of deadly hide-and-seek and chases where Shirimbita does everything to protect the horse. Evading successive attacks by rival Indo-Aryan tribes and fierce natives, he rides on a survival spree from one forest to another, winning more territories for his King in the process, but losing faith in the idea of conquest.



**Ridham Janve**  
Director & Producer  
+ 91 9998848595  
[ridham.janve@gmail.com](mailto:ridham.janve@gmail.com)

Ridham studied communication design at the National Institute of Design, Ahmedabad, where he started his experimentation with the film medium. His early film works include hybrid and narrative shorts - *Major Ka Farewell* (2010), *Prataha Smarana* (2011), and *Kanche aur Postcard* (2013). Ridham's debut feature film, *The Gold-Laden Sheep and The Sacred Mountain*, won the Young Cinema Award at the Asia Pacific Screen Awards as well as the Silver Gateway Award at the Jio MAMI Mumbai Film Festival. The film went to numerous international film festivals including International Film Festival of Rotterdam, BFI London Film Festival, and Hong Kong International Film Festival where it won the FIPRESCI Prize. His current project, *Ashwamedh*, was awarded the MPA APSA Film Fund in 2020.



**Kate Baxter**  
Producer  
+44 0 791 331 2793  
[info@fivefiftyfive.world](mailto:info@fivefiftyfive.world)

Kate is an award-winning filmmaker and entrepreneur who worked at the United Nations, global governments, and various cleantech and energy organizations before returning to the entertainment industry. In early 2017, she founded Five Fifty Five. Leading the team with her expertise in strategy and analysis coupled with her creativity and innovation in storytelling, she and her team have accomplished over 40 short and commercial productions including *Whirlpool* (2019), an academy award qualifying short. Kate is currently amidst directing a TV series with indigenous filmmaker Takuma Kuikuro, as well as producing a feature doc, in partnership with MACRO.

## Director's Statement

'This land is mine' is a universal claim, a contested declaration, and a powerful source of conflict across time. In today's world, one sees this conflict play out globally in everyday ways through the idea of the outsider, claims to resources and jobs, the attitude towards migrants, and the determining of citizenships. Amidst these complicated and contested claims, I find it very fascinating to imagine that once borders were defined by an abstract idea as a horse passing through rival territories and winning them for its king. This film is my attempt to deconstruct the human quest for conquest.

Relationship between man and animal forms another important theme for the film, which further expands into man's relationship with nature itself. Rivers and forests play a crucial role, serving not just as territories and resources at stake but also as an unforgiving yet sheltering backdrop for the expedition. Another theme I want to explore through this film is the caste-based hierarchy in the Indian society that originated around the same period as the film's story, where certain tribes found themselves stratified to the bottom rung of the society, based on their ethnicity, profession or cultural identity.

# Bena Seed

India | Marathi | Adventure, Drama

**Budget (USD)**  
353,500

**Financing Secured (USD)**  
91,000

**Production Company**  
Storyteller's Nook Pvt. Ltd.

**Present at Film Bazaar**  
Addinath.M Kothari

**Looking for**  
Film Markets, Film  
Grants/Funds, Producers,  
Financiers, Studios

This is the story of Shamrao and his grandson Nagya. Shamrao's wife died as a tree befell her. Taking it as a curse of the forest, he started sowing seeds every year after first rainfall on barren patches of the forest. Nagya becomes his companion right from his childhood, but his father Baban has always disapproved this idea and even had despised him.

The forest has been declared as a tiger reserve; hence the forest department is keen on evacuating the people from the core zone. But Shamrao was determined to not leave the forest till his death. And when he died, Baban left the forest and relocated to the city. Shamrao

and Nagya had collected the seeds already. In his last days, Shamrao asked Nagya to promise that he would sow the seeds this year. Nagya comes back to the forest to fulfil this promise, and Baban comes after him to stop him from this stupidity which Shamrao did for all these years.

Here in the end, when Baban looks at him frantically, Nagya hallucinates Shamrao calling him in the forest. He stands still in a dilemma for which side he should choose.



**Nitin Dixit**  
Director & Producer  
+91 98700 08809  
infinitin02@gmail.com

Nitin Dixit has written and directed several award-winning films. *Avtarachi Goshta* was his debut film as a Director. He has five films to his credit, including *Paani*, which won a National award and several other accolades. *Kadwi Hawa* (2017) and *Halkaa* (2018) are other films under his belt.



**Addinath M. Kothare**  
Producer  
+91 9326922184  
addinathmkothare@gmail.com

Addinath Kothare is an actor, director, and producer from India. *Paani*, his directorial debut, won the National Award and received an award at the New York Indian Film Festival. Addinath has produced two films and 10 television shows.

## Director's Statement

*Bena* (The Seed). This tiny singularity of Seed is the symbol of every beginning. *Bena* represents recreation and enduring existence. This story revolves around Shamrao and his grandson Nagya. Shamrao believes Nagya as his seed and he expects him to inculcate and reap the same values in himself. While Nagya's father Baban is against him and is trying to hunt him in the forest with the help of villagers and forest guards. Like a stubborn seed, Nagya fights all odds and survives to fulfill Shamrao's last wish of sowing seeds.

As a literal projection, the film talks about the conservation of the environment, but on a wider scale, it's a chaotic struggle of modern humans for their existence. The Forest Department is keen on evacuating locals from the forest but are unable to stop the poachers from destroying it. Shamrao doesn't want to leave the forest but his son Baban is allured by city life and strongly believes that it is better for his son, but Nagya wants to repay the forest's debts.

In the end, Nagya fulfills Shamrao's wish and stands in dilemma, whether to stay in the forest or go back to the concrete jungle.

# Blue

India, United Kingdom | English | Drama, History, Psychological

## Budget (USD)

1,027,349.15

## Financing Secured (USD)

257,045

## Production Company

Nilakshi Sengupta  
Communications & NSG  
Films

## Present at Film Bazaar

Nilakshi Sengupta

## Looking for

Film Grants/Funds,  
Producers, Financiers,  
Sales Agents

When struggling actor Robert falls asleep on the bus on his way home from work, a strange dream leaves him baffled. After every intense emotional interaction - whether a performance or an altercation - this dream recurs and it gradually turns into a disturbing nightmare for Robert. When renowned psychiatrist Dr. Kabir Malik examines him, he senses that Robert's nightmares might have some semblance with a period dating back to 19th century British India. Interaction with a historian urges them to dig deeper. Research on India's Indigo Rebellion of 1859-60, brings forth new information.

A visit to India is planned. Travel to historic places reveals that a hostile event between Kabir and Robert's ancestors had kick-started a peasant uprising against the British planters in a small Bengal village. This discovery leaves the two men astounded, thus giving a whole new dimension to their current doctor-patient relationship that would eventually need redemption. The rich heritage of Bengal and the exploitation by the British Raj ultimately find some closure in the decision taken by Robert, eventually.



## Nilakshi Sengupta

Director & Producer

+91 9820140374

nilakshisengupta@gmail.com

Nilakshi Sengupta has been a director-producer for over 20 years in the advertising and corporate content creation industry. Having line produced globally for several networks in India, Australia, the UK, and the USA, Sengupta is now set to make her producer & directorial debut with *Blue*. Currently, she is directing producing two documentaries - the first on Centenarians Worldwide with Silent Films Productions, USA, and the second on Women Actors with Lisa Ray Represents, UK. Her short film *Meeting in the Mountains* was showcased in Kerala, India, and LA short film festivals. It went on to find distribution on various TV and OTT platforms.

## Director's Statement

Tales of struggle against British rule in India are forgotten. Lost are the narratives of my ancestors. Looking through the pages of Britain's current history, a search about the East India Company's exploits draws a blank. That is where *Blue* is born. A story of all of us who are part of a borderless global economy today.

Six generations later, the past exploiter-exploited relationship has changed to a patient-doctor relationship - a sufferer seeking the help of a healer. Tables have turned.

As a writer-director, this is a story that I must tell.

English is the narrative for the international audience.

A modern-day story with references to a period, it's to be treated with modern skills and design.

The cast includes Adil Hussain, Lillete Dubey, and Anubha Fatehpuria from India. Craig Conway and Ionica Adriana from Britain. On our wish-list are Tom Hardy, Naomi Watts, Tony Colette.

Chirantan Das is the DOP with Arri Alexa the preferred camera.

The music wish list includes AR Rahman.

In search of a grant. In search of other co-producers.

# Bride Without Dowry

India, Germany, Sri Lanka | German, Tamil | Drama, Romance

**Budget (USD)**  
1,200,000

**Financing Secured (USD)**  
305,000

**Production Company**  
Nominal Film

**Present at Film Bazaar**  
Jayakrishnan Subramanian  
Franziska Schönenberger  
Maximilian Plettau

**Looking for**  
Film Festivals/Programmers,  
Film Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers, Financiers

Aarathi doesn't believe in love. She follows her grandmother's advice finding her groom the traditional way: Gunaseelan is the perfect candidate. With Guna in Germany & Aarathi in Sri Lanka, they first meet virtually - arranged by their families. However, the independent bride, who dreams of studying violin, and the introverted groom have one thing in common: Both consider marriage as a bargain. With her dowry, Aarathi plans to buy a new life. Guna hopes to repay his debts to his father Murugan, who financed his fleeing the war. Both start a life together as a partnership of convenience. Guna can't deal with her presence so he spends time with his cousin Kumaran.

As Aarathi's independence grows, so does her curiosity for Guna. Their "matrimonial deal" fails and they fall in love. When Aarathi's grandmother gets cancer she can't pay the dowry. Murugan hatches a plan, which forces Guna to harm Aarathi - but he refuses. Kumaran instead accepts because he is hurt that Guna chose love over family. In his absence Kumaran abuses Aarathi in a video call with her family, to extort money. Although Guna rescues her, he is falsely arrested, too. Aarathi, as the only witness, has now the power to choose over Guna's freedom.

## Director's Statement

Two years ago my wife and I heard the local German news on the radio: "Wife abused on camera in Ismaning. During a video phone call, an Indian man abused his wife to extort money from her parents in India. The man, together with his brother, had beaten the woman in the flat in Ismaning and threatened to kill her." I immediately started to research and it turned out that the case was about an unpaid dowry of the bride. The husband wanted to extort 50,000 euros from her Indian family in this way. I know of dowry killings only from India. But the fact that something like this happened in Munich touched me deeply. That's why I started to research. I reached out to the young woman but she didn't want to speak to me on camera. Then the two south Asian actors Athira Sukumaran and Patrick Yogarajan motivated me to pursue a fictional approach, hearing about my failed quest. Therefore *Bride Without Dowry* is loosely based on this true incident and developed together with them. I am writing the script together with Franziska Schönenberger as a head writer. It will be our fictional debut.



## Jayakrishnan Subramanian

Director  
+91 8108344707  
cdsjaik@gmail.com



## Franziska Schönenberger

Director  
+49 15 73159 3039  
franzi.schoenenberger@gmail.com

Jayakrishnan Subramanian, born in India, is an alumnus of NID Ahmedabad & Bauhaus University. He attended workshops with Werner Herzog & Edgar Reitz.

Franziska Schönenberger studied at the University of Television and Film, Munich.

Their first venture *Amma & Appa*, co-produced by Franziska, premiered at the Berlinale 2014 and went to more than 50 festivals like JIO MAMI, Warsaw International Film Festival. It won the Bavarian State-Award & the Audience-Award DOKFEST Munich. *The Shadows of the Desert*, their second feature, photographed by Oscar-nominated Christopher Aoun, premiered at DOKFEST and Mostra São Paulo. Their short film *Rettaijadai* with the Palme d'Or winning Kalieaswari Srinivasan won Awards at OSCAR® Qualifying festival BISFF Bengaluru and Tasveer Southasian Festival. *My Mirror* premiered at Hofer Filmtage, won at the Filmzeit International Filmfestival. Their work traveled to Los Angeles, Cannes, Toronto, etc.



## Maximilian Plettau

Producer  
+49 89 64981 404  
max@nominalfilm.com

Maximilian Plettau first began his journey with film as a lighting technician on feature films. In 2007 he graduated from the University of Television and Film, Munich with his final film *Comeback*, which received the German Camera Award among others. Simultaneously, he founded Nominal Film which he has been running since 2009, and has produced numerous award-winning documentaries and feature films.

# Chevittormma

## The Soul Whisperer

India, Australia | Malayalam | Drama

Budget (USD)  
469,000

Financing Secured (USD)  
130,000

Production Company  
Stop Whinging  
Tournage Productions  
Uncombed Buddha Films  
www.uncombedbuddha.com

Present at Film Bazaar  
Leo Thaddeus  
Vijay Jayapal  
Stephen Zacharias

Looking for  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios

Thresia, 65, devoutly whispers the Chevittormma (last rites) into the ears of dying people, so that they can leave behind their burden of sins and reach the heavenly abode. She lives in her quaint hilltop home, where she grows plants in the memory of every soul that she has supported. Thresia's next needy soul is Varkichan, an old aged estate-owner in Wayanad, frail and unconscious, on his deathbed. His estranged NRI son George is in town, to be by his father's side, as the end nears. But one day, when Thresia chants her prayers, Varkichan wakes up and grins. She is shocked and amused, as Varkichan coaxes her into not telling his son his "change of

health". Unlike others that Thresia had met, she finds Varkichan non-remorseful of his sins, as he strongly believes that only the coward repents before their death. As they say, opposites attract and a gentle companionship begins to grow between the woman who encourages dying people to depart to the maker's home and the man who has an endless zest for life. But when the final moments arrive, will she be able to whisper the last rites that free him?

### Director's Statement

As believers approach their judgement day with their creator, they are prepared for their journey with prayers and rituals prescribed by the catholic faith. The locals call it Chevittormma. The prayers are whispered to the dying soul so that they leave the burden of sins committed in their earthly existence and face their creator, unbound and free of the church. Chevittormma was a very significant ritual done by Syrian Christians in Kerala. As a child growing up in the Syrian Christian community, I had witnessed a lady who came to recite Chevittormma at my neighbour's home. The philosophical question that I asked myself, "Will love remain as tender as it was in the heart of a dying person?" gave the genesis for me to write this story. I have always felt that love is what purifies the human soul. And this film will explore these dimensions of love through Varkichan's relationship with Thresia and his son George. My strong influences of Syrian Christian culture will also reflect in the film through their unique customs, cuisine, music and the story will unfold during the monsoon season in the landscape of Wayanad Hills, where many Syrian Malabar Christians reside.



### Leo Thaddeus

Director

+91 9447975022  
leothaddeus@gmail.com

Leo Thaddeus is a film director and screenplay writer who forayed into the Malayalam film industry as an Associate Director to the renowned director Bhadrans. His directorial debut film was *Pachamarathanalil* in 2008. Prominent titles in his filmography are *Payyans* (2011), *Lonappante Mammudisa* (2019), and *Oru Cinemakkaran* (2017). Serving as the Vice-Chairman of Neo Film School in Kerala, he is also the Executive Committee Member of FEFKA (Film Employees Federation of Kerala).



### Vijay Jayapal

Producer

+91 9840894539  
vijay.jayapal2003@gmail.com

Tournage Productions is an independent production company run by Chennai-based filmmaker Vijay Jayapal. The company produced Vijay's feature debut, *Revelations*, that had its world premiere at the Busan Film Festival 2016. The film was a part of several international film festivals before releasing on Netflix. Vijay's second film as a writer-director was *Nirvana Inn*, an official selection at APM 2018 that was subsequently completed in 2019 with post-production support from the Asian Cinema Fund (ACF) and had its world premiere at the Busan Film Festival 2019.



### Stephen Zacharias

Producer

+61 0423150347  
stephen.cqu@gmail.com

Stephen Zacharias founded Stop Whinging in 2019 to give voices to Independent filmmakers who have powerful stories to tell. Among other accomplishments, Stop Whinging was one of the producers of *Nirvana Inn*, an official selection at APM 2018 and premiered at the Busan Film Festival 2019.



### Harsh Agarwal

Producer

harshagarwal20@gmail.com



### Aditya Grover

Producer

Uncombed Buddha Films was co-founded by Aditya Grover and Harsh Agarwal in 2018. They have co-produced *Nasir* (2020), an Indo-Dutch-French co-production directed by Arun Karthik; *Nirvana Inn* (2020), an Indo-Korean Co-Production directed by Vijay Jaypal; *Peepal Tree* (2021), a docu-drama directed by Kranti Kanade; a short film named *Moonlit Dreams* (2021), an Indo-UK Co-Production directed by Souvid Dutta and *Ghode ko Jalebi Khilane Le Jaa Riya hoon* (2020), directed by Anamika Haskar.

They are also producing *Rapture* (2022), an Indo-Chinese-European Co-Production, to be directed by Dominique Sangma which was selected for La Fabrique Cinema (Festival De Cannes) and is currently in production.

# Deoka

## Walking In The Air

India | Assamese | Drama, Romance

**Budget (USD)**  
190,019

**Financing Secured (USD)**  
47,529

**Production Company**  
Imaging Media

www.  
drbobbysarmabaruah.  
com

**Present at Film Bazaar**  
Dr. Bobby Sarma Baruah  
Sulakhya Baruah

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Selse agent,  
Film Lab/Workshop, Film  
Grants/Funds, Producers,  
Financiers

Jyoti of 22 years lives with her loving parents but life is unfair as she is diagnosed with Spinal Muscular Atrophy, a battle she is destined to fight for life.

Her legs stopped functioning when she was 8 years old and so did her hopes! Her father is the strongest life support who dresses her and carries her to school every day. Jyoti's fight against herself takes a toll on her, she attempts suicide but she requires more help to die than to live and further, life hits rock bottom for Jyoti when her father is diagnosed with Alzheimer's.

But struggles only made Jyoti braver to make her own life decisions. Through her optimism, she learned to fall in love with Pragyan, who supported her goals. She embraces her shortcomings and chooses her destiny to change them for good by evolving as a writer to express her struggles. Her writings are an example of true empowerment. Jyoti has seen the darkest of times where many lose hope, but she works hard and finally walks on clouds like in her dreams by becoming the best version of herself by choosing to face her challenges with an open mind.

### Director's Statement

This film adaptation is based on a true story and the story unfolds with dreams and illusions of a young girl's life's journey. I intended to make this movie on Jyoti's life because I believe that as human beings, we tend to get exhausted with the pettiest of struggles in our lives, and naturally it differs from person to person but when I came across Jyoti I realized that she could not walk from such an early age and faces so many challenges in her life, she is dependent on her parents for almost everything and later even her father suffers from Alzheimer's and even then, she achieves as becoming a writer. This inspired me to my core! The fighting spirit and the fire that is within us needs to awaken. I think through this film the masses will understand the importance of life and how the only obstacle to living our dreams and desires is us and not an external challenge. It is our mind that gets us going forward and Jyoti's life stands as the perfect example to never give up on ourselves no matter how low we might see ourselves, only we can rise us.



### Dr. Bobby Sarma Baruah

Director & Producer

+91 9864134101  
bobbysarmabaruah@gmail.com

Dr. Bobby Sarma Baruah, is an International and National award-winning Indian filmmaker, film researcher, producer, and screenwriter from Assam. *Adomya*, her debut feature, was adjudged as the best film in the spiritual category at the 13th Dhaka International Film Festival. Her second venture, *Sonar Baran Pakhi*, won the audience choice award at the 15th Dhaka International Film Festival and the Grand Jury Award at the 15th Indian Film Festival of Los Angeles. Her third feature, *Mishing*, won the Silver Lotus Award in the 66th National Film Awards. Her fourth feature film *If only Trees Could Talk (Sikaisal)* was in NFDC Film Bazaar WIP Lab in 2020.



### Sulakhya Baruah

Producer

+91 9707584128  
sulaxanabaruah@gmail.com

*Adomya* is Baruah's first feature film as an actor. In *Maj Rati Keteki*, directed by Srimati Santana Bordoloi, Baruah was the protagonist with Adil Hussain. The film won the best Assamese feature film award in the 64th National Film Awards. Sulakhya made her debut as a producer in the film *Mishing (The Apparition)*, directed by Dr. Bobby Sarma Baruah.

# Ek Mutthi Badal

## My Share Of Sky

Nepal | Nepali | Drama

**Budget (USD)**  
340,071

**Financing Secured (USD)**  
160,072

**Production Company**  
Gauthali Entertainment  
Pvt. Ltd.  
gauthali.com.np

**Present at Film Bazaar**  
Sahara Sharma  
Abhimanyu Dixit

**Looking for**  
Film Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios, Sales  
Agent

It's the eve of the youngest daughter's engagement, and a Nepali family run by a matriarch Aama, has come together after 5 years. As the night progresses, the members, each struggling to conceal their past traumas and overwhelmed by societal expectations, collide over seemingly trivial issues like gender roles and cultural norms.

The bride-to-be, is having second thoughts about her marriage and her role as a Nepali daughter-in-law, one that is deeply rooted in patriarchy. Aama, on the other hand, has lived through the wrath of poverty and patriarchy and will make any compromise for the

prestige this engagement will bring her daughter and consequently her family. The elder daughter is struggling to conceal an emotional breakdown and the elder son-in-law is cheated out of a coveted promotion in the United States because of racial discrimination. Things get worse when her youngest son is arrested by the police, threatening to destroy everything Aama has built over the years.

Struggling to grasp their identity, one that is muddled between expectations and their honest self, tonight, the family is compelled to confront each other and reveal their deepest secrets.



### Sahara Sharma

Director

+1 5189778705  
sahara.sharma@gmail.com

Sahara Sharma is an independent filmmaker and media entrepreneur from Nepal. After working as a journalist, she founded and runs a feminist multimedia company Gauthali Entertainment based in Kathmandu. Sahara's directorial debut *Chasing Rainbows* (2013) opened at Kathmandu International Mountain Film Festival (2013) and won best film in the Nepal Panorama Category. The film also won the Critics' Award at the Toronto Nepali Film Festival (2014). Sahara has also produced & directed two television series, *Gauthali ka Kathaharu* (2017-18) and *Maya Bhanne Cheez Estai Ho* (2018 -19). She is also the producer of a feature documentary *Beyond the Scale: Ms. Nepal Curvy* (2023) recently featured in the Docedge project incubation lab in Kolkata, India.



### Abhimanyu Dixit

Producer

+97 79851215269  
abhimanyu.dixit@gmail.com

Abhimanyu Dixit is a filmmaker, film educator, & film campaigner based in Kathmandu. He is currently working on his debut feature documentary *Beyond the Scale: Ms. Nepal Curvy* (2023) that recently featured in the Docedge project incubation lab in Kolkata, India. Sahara and Abhimanyu have been collaborating for more than a decade, co-writing and producing short films, TV Series, and feature length films through Gauthali Entertainment. Their debut feature as a producer director duo was the award winning *Chasing Rainbows* (2013). Their second feature collaboration, *Miss Bardiya* (2020) was also a part of Viewing Room 2016 of the Film Bazaar. *Ek Mutthi Badal* is their third feature together.



### Reecha Sharma

Producer

+97 714427946  
actoreecha@gmail.com

Reecha Sharma is a national award-winning actor (2016), with 18 Nepali films under her belt and out of which she has produced four. *First Love* (2010), *Loot* (2012), *Talakjung Vs Tulke* (2013), and *Uma* (2014), are some of Reecha's films that have been recognized as era-defining by Nepali critics. She was adjudged the best actress in Queens World Film Festival for the short, *Silver Bangles* (2018) and has earned much praise for her performance in *Highway* (2012), Nepal's first film screened at the Berlin International Film Festival. Reecha first worked as a co-producer, in *Visa Girl* (2012). She is currently working on her fourth feature as a producer, *Kaushid* - set to release in 2022.

## Director's Statement

My film is a tribute to mothers and daughters, and the complicated relationships they share.

Aama, and her daughters- Jethi and Maili are at the centre of the film. Aama has no identity beyond motherhood, Jethi was compelled to sacrifice her ambitions and Maili resents the life her mother and sister live, but has no means of escape.

My film explores generational trauma women carry and pass on and questions if we can ever break out of it.

The characters have no name, instead addressed by their status in the family. Aama means mother, Jethi means eldest and Maili meaning middle child, to emphasize how women internalize social expectations, losing individual identities.

Nepali culture constantly polices women's language and tone but here, the dialogues aren't neat one-liners; instead, characters talk in muddled, emotional outbursts and even over one another. The camera will be subjective, never gazing from a distance. Liberating women from a culture that places value based on looks, makeup and costumes are only used to communicate their traits and state of mind.

Writing from my own life is terrifying, but I write about Nepali women wanting to break the shackles of expectations, hoping to protect us from erasure.

# Hashnouhana

## The Strange Case Of A Divorce

India | Bengali | Drama, Romance

**Budget (USD)**  
316,190

**Financing Secured (USD)**  
94,533

**Production Company**  
Cherrypix Movies

**Present at Film Bazaar**  
Debarati Gupta  
Soumya Mukhopadhyay

**Looking for**  
Film Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers

Hashnouhana's family arranges her marriage with Gulab at the village of Shahidpur in West Bengal, India. On their wedding night, she discovers her husband has erectile dysfunction.

After three days as the couple returns to the bride's place as per wedding custom, Hashnouhana reveals everything to her family. They find it a clear breach of contract and demand for immediate divorce and return of dowry.

The issue is raised at the village court and Gulab's family tries defending by arguing that not enough time has passed to judge his virility. Hashnouhana's family argues that delay in divorce will

only increase her predicament. The couple is asked to spend three nights together at the bride's house, as an interim solution. Gulab will have to consummate the marriage in these three days, otherwise, it will be annulled.

During this forced stay, an emotional attachment develops between the two. Daily activities bring them closer while during the nights, they try to get along sexually, but without much success.

Eventually, the divorce takes place. While parting their ways both Hashnouhana and Gulab realize they perhaps won't be able to feel love the way they did in these past few days.



### Debarati Gupta

Director

+91 9830478195  
thisisdebaratigupta@gmail.com

Debarati Gupta is an independent filmmaker and screenwriter based in Kolkata. She worked as an assistant director before she made her debut feature, *Hoichoi*, in 2013. Debarati has also directed indie films like *Post Kolkata*, a thriller *Kalkijug* in 2015, and a relationship drama *Önek Diner Pôre* in 2019. She has been a screenplay writer for various web series in Zee5 Premium.



### Soumya Mukhopadhyay

Producer

+91 9830322613  
soumya@cherrypix.net.in

Soumya Mukhopadhyay, formerly a market researcher, moved to pursue his primary passion of producing and directing films. He has donned several hats since, from establishing and managing Cherrypix Movies - India's leading boutique production and post-production studio to producing a diverse body of fiction and non-fiction films. He has co-produced *Two Friends (Dostajee)* that premiered at BFI London Film Festival, 2021. *Glossary of Nonhuman Love*, another feature co-produced, premiered at IFFR (2021).

## Director's Statement

In a time when love is explored mostly through sexuality, this story tries to find love in the absence of sex, but not in the traditional, inhibited way - this is where I feel my story stands apart. Love stories are unique like their helplessness. Here an uncanny vulnerability creeps in when the couple starts feeling emotional attachment while standing on the verge of their divorce. The affection transcends the crude pragmatism of the imminent separation that was sought for the sexual inability of the groom.

My visualization is influenced by the Bengal school of art, where all the mundane Indian colours will be used in a muted way. The editing will follow a simple linear narrative style, performances will be realistic but economical. The tone of the film and the sound-scape would replicate the idiosyncratic life in a South Bengal village near the Bangladesh border beside river Ichhamoti - underlined with a range of location sounds from rural cacophony to local Muslim wedding songs. Barring 2-3 lead characters I want to cast real people from Shahipur village. Thus I wish to have a genuine behavioral acting pattern to have an authentic feel.

# Jolchhobi

## Water Fresco

India, Bangladesh | Bengali | Neo-Noir

**Budget (USD)**  
340,000

**Financing Secured (USD)**  
165,000

**Production Company**  
Black Mirror Films  
Meta4 Films  
www.blackmirrorfilms.com.bd

**Present at Film Bazaar**  
Tanha Zafreen  
Ashutosh Mahapatra  
Mokhlesur Talukdar

**Looking for**  
Film Grants/Funds,  
Producers, Financiers

An ambience surrounded by mountains and lakes is where the protagonist "Hri" is raised. We experience the three phases of his life – childhood, adolescence, and adulthood.

Hri grows with his single mother after his father abandons them. He suffers from sleep paralysis since his teens. Traumatized by demonic nightmares, life becomes unbearable till his psychiatrist suggests capturing his fear in the canvas so it can't escape to haunt him further. And, thus, begins his journey of healing using art as his weapon.

As he grows up, one day while fishing, he is astonished to have caught a rainbow-colored fish. He brings the fish home and starts to believe it's the same divine Matsya Avatar (Fish Incarnation) of Lord Vishnu which is mentioned in Vishnu Puran.

The fish feels like a hallucination at times, but he is certain that his rainbow fish exists in reality. Like his fish, he too falls in love with the deep underwater and the secrets it holds. In his newfound faith, he develops a process that turns his traumatic experiences of sleep paralysis into positive ecstatic states. He improvises to portray these ecstatic states through experimental photography and indulges himself in his intense world.

### Director's Statement

Sleep paralysis is often accompanied by hallucination and paranormal visions that extend to alien abduction; such encounters can be undeniably traumatizing. Drawing inspiration from my personal experiences, this story is intended to bring awareness to the audience on how an experienter can yet seek inspiration and freedom from such an encounter. The enlightened one can then take control, permitting the will to look within and explore one's strengths, irrespective of the nature of an encounter.

In remaining sincere to the spirit of the protagonist (Hri), much like his photographs, the film will feature plenty of unconventional framing. The natural surroundings will play a commanding role, almost as if, to embody their character in and out of themselves. This will be supplemented with plenty of long lenses, shallow focus, and silhouettes.

Much like the legend of the rainbow fish that eventually turns out to be a blessing in disguise, a feed for an entire nation for a year; I hope the sleep paralysis phenomenon reflects similar positivity. I sincerely want the film's aesthetic and the visual style to reflect Hri's captures, his creativity, and boldness, in a way of paying homage to his spirit with our approach.



### Tanha Zafreen

Director

+8 801714080091  
tanhazafreen@gmail.com

Tanha Zafreen, mostly known for her maiden work *Tasmina*, *The Horse Racer*, is the first professional female ad filmmaker from Bangladesh. She has worked in the Indian film industry after completing her Post-graduation in Filmmaking from the Asian Academy of Film and Television, New Delhi, India. Upon her return to Bangladesh, she established her own production house; directing and producing numerous Television commercials, docu-fiction, documentary, TV fiction, and music videos for reputed brands and advertising agencies. Alongside *Jolchhobi* (Water Fresco), she is in collaboration with a German-Bangladesh Co-Production house for a new project named *Castle by the Shore*; currently a work in progress.



### Mokhlesur Talukdar

Producer

+8 801713069839  
blackmirrorfilms.bd@gmail.com

Mokhlesur Rahman Talukdar (Lenin), the Managing Director and CEO of Black Mirror Films, is an independent producer of Bangladesh. He recently finished two feature films, *People of the Garden* (*Manusher Bagan*) and *Song of the Soul* (*Ajob Karkhana*), and a slate of documentaries and feature narratives, short and long-form, in development and production. His most recent work-in-progress feature-length documentary film, *Thirteen Destinations of a Traveller*, has been selected as an official entry at the South Asian Showcase under Cannes Docs in the Marché du Film, at the 74th Festival de Cannes 2021.



### Ashutosh Mahapatra

Producer

+91 9870207660  
m\_ashu@hotmail.com

Ashutosh has directed several documentaries and TV commercials. Alongside he has been adapting books for OTT platforms. Prominent credits in his filmography are two feature films: *Suswagatam kushamadeed* (2021), produced by him and, *Bits and Pieces* (2007), written and produced by him which traveled to several international film festivals and received critical acclaim. He also won best screenplay state award for his film *Wet Heaven* (2019).

# Mathaka Wasthra

## Memoria

Sri Lanka | Sinhala, Tamil | Drama, Fantasy, Film-Noir, Thriller

### Budget (USD)

135,000

### Financing Secured (USD)

35,000

### Production Company

Sky Entertainers

### Present at Film Bazaar

Rasitha Jinasen

### Looking for

Film Markets, Film Grants/Funds, Producers, Financiers, Studios

The year 1987, Sri Lanka: The country is immersed in the darkness caused by riots and revolution. A brothel and a baby farm receive the patronage of politicians, sit on a mountain top, that sells babies. The brothel is well guarded.

Bearing her lover's child, Nanditha is kidnapped by an unknown group that forcibly keeps her on the baby farm.

17 years old Upul stays hidden in a cave near a river in the forest. He is linked to the said uprising.

Nanditha decides to escape. In her escape, she is wounded when the guards open fire at her. Upul discovers Nanditha's floating body in the river, next day. He takes her to the cave and treats her. Upon reaching the eighth month of Nanditha's pregnancy, they decide to escape.

The night before their departure, Upul is captured by the brothel guards and raped. Later Upul sets fire to the brothel and manages to run away with Nanditha.

They reach the cattle truck the way they have planned to escape.

On their way, near a lake, Nanditha gives birth to a baby boy. The next morning, Nanditha bleeds to death. Upul dumps Nanditha's corpse in the river on their way.



### Dulanka Devendra

Director

+94715299057

dulankaniro@gmail.com

Dulanka Devendra, born in Sri Lanka, started his career at 19 as a VFX artist in the TV commercial industry. He went on to become a Creative Director in 2018 and directed several shorts. His film, *Children of White*, won the Best Short Film award at the Singapore South Asian Film Festival in 2018. Devendra is the recipient of the Most Promising Director award at the Agenda 14 Short Film Festival held in Sri Lanka.



### Rasitha Jinasena

Producer

+94717271221

rasithadj@gmail.com

The sitting president of the Sri Lanka Motion Picture Producers Association, Rasitha is a Founding Director of Sky Colombo Productions & the recipient of the emerging Producer at the 2017 Open Door Lab Awards of Locarno Film Festival in Switzerland. With over two (2) decades of production experience under his belt, he has Executive Produced multiple local and international award-winning feature films including, *28* (Best Asian Film - Rotterdam Festival 2015), *Karma* (2010), *Leopard Do not Bite* (2017), *Kusa Paba* (2012) and *Withered Leaf* (2016).

## Director's Statement

A few years ago, I stumbled upon a story, and it left me shaken. In 1985, a mother abandons her infant for a British couple to adopt.

After 32 years, this girl returns to Sri Lanka determined to find her biological mother, backed by press publicity, she succeeds and they are reunited. This incident recalled my traumatic childhood memories. I hold an ardent love for my mother and at the age of 8, I was parted from her for a few years.

Sorrow of separation from one's biological mother is close to my heart. I researched extensively on infant adoption by foreigners, and that's how I met Sanne Van Rossen, a Sri Lankan born, adopted by a Dutch Family 35 years ago, at the age of two weeks. In an era, Sri Lanka was neck-deep in political and social decay. The government was suppressing revolutionary political parties that represented rebellious youth.

As a result, barbarity prevailed, corpses were a usual sight. This instability created hopelessness within people, and they dreamed of new beginnings in foreign lands, daring to accomplish it, even at times unlawfully. This film portrays societal degradation and instability at the time, which led mothers to sell their infants.

# Mirpur Express

India | Hindi | Drama, War

**Budget (USD)**  
430,000

**Financing Secured (USD)**  
120,000

**Production Company**  
Barking Beagle Films

**Present at Film Bazaar**  
Aman Mahajan  
Shankar Menon

**Looking for**  
Film Grants/Funds,  
Producers, Financiers,  
Studios

November 1947. Mirpur, a town in Kashmir is attacked by Pashtun tribesmen from Pakistan. Little Baldev and his family barely manage to escape with their lives. The journey across to India leaves an indelible impact on his young mind.

Growing up a Kashmiri nationalist, Baldev's adult life was spent fighting for workers rights as a trade-union activist in Srinagar. Now in his late 70s, Baldev lives alone in Jammu. His only son Vir, does not keep in regular touch. An ex-army officer, Vir had quit the military after sustaining a serious injury in the Kargil war. One day Vir receives a letter from his father requesting him to visit. His father has one final wish before he renounces his worldly life.

Father and son set off on a seemingly impossible road-trip to Mirpur, which is in Pakistan occupied Kashmir. Along the way, they finally get to truly know each other. Vir learns of the horrors his father witnessed as a young boy in Mirpur. Baldev gets to know of the trauma his son suffered in the war. On this journey back to their ancestral land, they learn to forgive but can they forget...?

## Director's Statement

My father was born in Mirpur, a town in undivided India in 1945. He was two years old when Mirpur was attacked by a tribal militia backed by Pakistan. His family survived the onslaught and escaped to India.

An early memory of my grandfather is that of a reticent man. Later I learnt about the trauma he'd faced. Forced to flee his home with his young wife and baby, they spent months in a prison camp. Then started from scratch in another place. When I asked him about what happened at that time, he didn't say... His eyes slowly moistened. Probably because what he experienced is to the tragedy of the holocaust.

The trouble in Kashmir didn't stop. The political machinations, the exodus of the pandits, the militancy, the Kargil war... Today the state in Kashmir is terrifying. As vile jingoistic sentiment around us keeps growing. We don't seem to learn from our past mistakes.

This film questions the concept of homeland. It sheds light from different perspectives on Kashmir, a land deeply troubled perhaps more so today. It touches upon the futility of war. And we see this story through the lens of a warm father-son story.



**Aman Mahajan**

Director

+91 9920697177  
aman@troubadourfilms.in

Aman is a filmmaker from Mumbai. In the early part of his career, he assisted on feature films such as *3 Idiots* (2009) & *Broken Horses* (2015). Later as an independent filmmaker, he has directed off-beat commercials and indie music videos. He is now developing his first fiction feature film called *Mirpur Express*. The film started its journey at the NFDC Screenwriter's Lab 2019 and is a story about a war-veteran and his aged father traveling from India to their ancestral land that is in Pakistan-occupied-Kashmir.



**Shankar Menon**

Producer

+91 9890742678  
barkingbeaglefilms@gmail.com

Menon started his career in banking with HSBC and soon found his calling in film. His stint began as an Assistant Director naturally progressing to producing corporate and commercials films in Bombay for Mahindra and Mahindra and Parle amongst others. Currently based in Goa, he is producing independent features.



**Sunny Lahiri**

Producer

+91 9920750264  
sunnylahiri@gmail.com

Sunny Lahiri is essentially a cinematographer, but he is also a screenwriter and a producer. An alumnus of SRFTI in motion picture photography, he won the Kerala State Chalachitra Award for cinematography for his work on the film *Panchabhuta*. He was also awarded the Kodak Student Award for his work on his Diploma film *Color:Green*. His most recent film *Barah by Barah* made its Indian Premiere in IFFK 2021 and had its international premiere at the Shanghai International Film Festival. It is currently doing the rounds of various international festivals. Sunny is the writer, producer and cinematographer of the film. He is based out of Mumbai and Los Angeles.

# My Mother's Nose

India | Tamil, Telugu, English | Dark-Humour, Drama

**Budget (USD)**  
590,000

**Financing Secured (USD)**  
265,000

**Production Company**  
Magic Hour Films Pvt. Ltd.  
Peddling Pictures Pte. Ltd  
www.magichourfilms.com

**Present at Film Bazaar**  
Aditya Thayi  
Samir Sarkar

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios

Everyone has their strong sense and 32-year-old Madhu's is his sense of smell. Madhu is a star perfumer in Pondicherry and has the ability to capture the smell of the divine through his incense, the memory of childhood through his soaps, the warmth of a mother's lap through his famous pillow spray. Madhu is after a business deal with a French luxury company and is in search for the perfect scent. When his aunt calls him to tell him that his estranged mother died in a freak accident while making mango pickle, he gradually

begins to lose his sense of smell and the memories associated with them. Madhu's mother left him as a 12-year-old to live in an ashram run by an enigmatic female Guru known as Amrut Mata. Madhu has been in the care of his mother's three sisters who he reconnects with after the death of his mother. Each aunt takes him on a journey of food, smells and memories of his mother and realises that she was not who he thought she was. As he learns more about his mother he slowly begins to regain his smell.

## Director's Statement

Like many during the pandemic, one of my dear friends (and the producer of this film) who is an absolute gourmand lost his sense of smell due to covid. Watching him suffer through the months without smell made me think about my attachment to the smells of my childhood.

My mother has five sisters who have brought me up at different stages of my life. The smell of each one of them is a unique stamp of time and place. Though they were all very strong women, they also found it terrifying to express emotions and resorted to being part of a spiritual cult as the only way to express love. The only door they kept open to expression and material indulgence was food. My mother cooked as a way to express her love for me that at times I rejected.

Through this film, I want to explore the psychology of memories associated with smell and its vivid ability to evoke autobiographical experiences.

The protagonist of my film is left dealing with his childhood memories which are all memories of smell, but are these memories real or imagined, and how do they fare in the light of one's adulthood.



## Aditya Thayi

Director

+65 90682977  
adi@peddlingpictures.com

Aditya Thayi is a Writer, Director, and Producer, with more than 20 nominations and five wins at the Asian television awards, including two for Best Direction. He is one of the most sought-after pilot directors in Asia for International Channels and is at the forefront of new narrative forms of storytelling. He is known for his use of humour in telling complex stories.



## Samir Sarkar

Producer

+91 9870110789  
samir@magichourfilms.net

Samir Sarkar, an alumnus of the National Film School of France, is a national award-winning film producer. He has produced six feature films and more than 50 TV commercials, documentaries, and music videos under the banner of Magic Hour Films, a production company he founded in 2008.

Some of his award winning feature productions include, Arun Karthik's IndoDutch co-production *Nasir*, Aditya Vikram Sengupta's critically acclaimed Netflix title *Jonaki*, national award winner *Kalla Nottam* and TIFF selection *Paka*. Samir offered production support and consultancy on Ang Lee's Oscar-winning movie *Life of Pi* and has played pivotal roles of Executive & Line Producer on more than 25 international feature-length projects, documentaries, and TVCs.

Before taking on the role of an entrepreneur, Samir worked, for over 10 years, in several capacities, in Bollywood.

# Pankaali

## The Partner

India | Malayalam | Dark-Humour, Drama

**Budget (USD)**  
426,000

**Financing Secured (USD)**  
260,000

**Production Company**  
Studio 99

**Present at Film Bazaar**  
Nithin Lukose

**Looking for**  
Film Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios

In a remote village in Kerala, where religious tensions in an already divided community exist lives Saneesh (28) who is an electrician and a passive member of a local Hindu organization. He is in love with a Muslim girl, Salma (22), who's his best friend and co-worker Nasil's sister. Salma and Saneesh want to live together which isn't possible in that village. They plan to elope from the village before the riots get worse. Salma and Saneesh are forced to run and hide at Saneesh's house. Saneesh hides Salma inside his tiny bedroom. Hides her from his parents as they are religious fanatics and would not approve of Salma. He takes extreme measures to protect his love.

Unexpectedly, Salma becomes pregnant. They plan an escape, but the attempt fails because of the riot. After a lot of effort, they manage to cross the police barricade at the village exit. They reach the hospital where Salma gives birth to their newborn. With the new baby girl, they also find a new life for themselves. They are new humans who are free and look forward to a beautiful life ahead.

## Director's Statement

The turmoil of the entire world is reflected in a small village in South India, as the ghost of old political riots revisits the new generation. *Pankaali* (The Partner) is an examination of the present life in India where people fight and kill over political ideologies, religion, etc. It questions the belief systems and the control of these beliefs over family, peace, and love! *Pankaali* (The Partner), is social criticism of the religious riot in India and how people reacted to it. This film is an attempt to detail the lives in a village in India where Hindus and Muslims are living together and there's always a threat of a riot. The riots that happened in 'Maradu', Kerala a few years back set a plot for the film. Religion starts it and politics takes it forward and uses it the way they want. I want to take the film to an international audience since the subject is universal. Saneesh and Salma go through an intense journey of a riot and living inside a tiny room hidden and dealing with pregnancy but they overcome everything and the birth of their baby makes them like gods and goddesses.



**Nithin Lukose**  
Director  
vnithin@gmail.com

Nithin Lukose is an alumnus of the Film and Television Institute of India. He was the Sound Designer on *Thithi* (2015) that won the Golden Leopard award at the Locarno International Film Festival. Lukose is experienced in working on international productions – as a production sound mixer for Hollywood directors like Bennet Miller and Julie Taymor – when they shot in India. In 2021, his directorial debut feature *Paka* was a part of NFDC Film Bazaar Work in Progress Lab 2020 and won the best film. The film premiered in the Discovery Section at Toronto International Film Festival 2021.



**Raj Rachakonda**  
Producer  
+1 9722928893  
rajrachakonda@gmail.com

Raj Rachakonda is an IT engineer who produces and directs films under his banner Studio 99 Films. *Mallesham* (2019) is his debut film as a producer. In 2021, he produced Nithin Lukose's *PAKA (River of Blood)*, which premiered at the Toronto International Film Festival 2021.

# Raavsaheb

India | Marathi | Crime, Drama, Thriller

**Budget (USD)**  
2,700,000

**Financing Secured (USD)**  
1,622,000

**Production Company**  
Planet Marathi  
Filmosphere  
www.planetmarathi.com

**Present at Film Bazaar**  
Nikhil Mahajan  
Akshay Bardapurkar

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers, Studios

“Chandrapur is built around two things - tigers and coal. Tigers occupying the dense Tadoba Forest Reserve, and coal, hiding under this very forest. This very dichotomy makes it a fertile ground for government interference, with corporate pressure to deforest mine-able areas and equal NGO pressure to stop that from happening.

Our protagonists are an IPS officer Raghuvir, who is posted to Chandrapur, Kaantaa a forest ranger, and Rumi - a vlogger - who has come to Chandrapur to cover the tension between the local NGO and a huge corporate - Mangalam. All three, unknown to each other, but bound by a young tribal girl - Mogra. In the middle of the conflicts between the government and NGO, stands our titular tiger - Raavsaheb - who, much to the chagrin of Kaantaa, has turned man-eater.

The government wants him gone because under his area of the forest lies one of the largest coal mines in the region. However, when Raavsaheb takes his 6th victim, Mogra, the three protagonists are forced to investigate if there is something much more sinister than what is seen behind this string of human kills by Raavsaheb.”

## Director's Statement

A few years ago, I made my first trip to the Tadoba National Tiger Reserve. Like any other tourist, I hoped to go on some safaris and hopefully spot some tigers. But being a filmmaker is invariably a curious profession - I saw something that most tourists didn't - a story to tell. Over the next couple of years, I had visited Tadoba multiple times, made some close contacts in Chandrapur, and had by now developed close relations with the local police officers, forest officers as well as tribals.

It was very ironic that a town that is on the edge of the most densely populated forest is also one of the most heavily polluted. The air is almost grainy from coal particles floating in it and the climate is extremely hot. The man and wild conflict has peaked with the tiger population exceeding and the forest depleting.

In terms of camera and visual - I see *Raavsaheb* as a big-screen spectacle. From the greens of the forest to the black of the coal, it is a grimy, edgy-looking film. The music, inspired by the tribal music of the region, is a critical driving force.



## Nikhil Mahajan

Director

+91 9820103730  
nikhil@onebluedrop.com

Nikhil Mahajan, an alumnus of the International Film School, Sydney, has directed three feature films *Pune 52* (2013), *Baji* (2015), and *Godavari* (2021). *Godavari* had its World Premiere at Vancouver International Film Festival and will soon have its Asia Pacific Premiere at New Zealand International Film Festival 2021. In addition, Nikhil has directed a zombie horror series for Netflix, produced by Shah Rukh Khan and Blumhouse.



## Akshay Bardapurkar

Producer

+91 9920355000  
akshay@planetmarathi.com

Akshay Bardapurkar is a Film Producer who started the first-ever Marathi OTT platform - Planet Marathi, in June 2021. Akshay has also recently produced a large slate of Marathi films, the most notable being, *Chandramukhi*, a gargantuan musical romance which is one of the most looked out for Marathi films of 2022. His vision for the OTT is to take it international and make Marathi Cinema a global phenomenon. He also believes strongly in the theatrical experience and is looking forward to producing international ventures that can make a mark in festivals and have international distribution. *Raavsaheb* is his first step in this new direction.



## Jitendra Joshi

Producer

+91 8879113242  
imjjo27@gmail.com



## Nehha Pendse Bayas

Producer

nehha.pendse29@gmail.com

Both Jitendra & Nehha are prominent actors with significant experience in the film industry. While Jitendra turned producer with Nikhil Mahajan's *Godavari* (2021), Nehha produced *June* (2021) alongside Nikhil. The trio has set up the production company Filmosphere; *Raavsaheb* will be their first feature under this banner.

# Safa

Bangladesh | Bengali | Drama

**Budget (USD)**  
470,000

**Financing Secured (USD)**  
170,000

**Production Company**  
Verite Films

**Present at Film Bazaar**  
Maksud Hossain  
Barkat Hossain Polash

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers

Safa -- a young woman -- suffers from self-inflicted guilt for her mother, Shirin's disability as the mother was taking her to the music class when the near fatal accident took place that led to her current paraplegic condition. To deal with her guilt, Safa wants to preserve Shirin's life at any cost. She doesn't care about the quality of her mother's life as long as she is breathing.

On the other hand, Shirin wants to enjoy the finer things of life -- food, music, and long drives. But the taskmaster Safa won't allow it because Shirin has had a stroke and her health is getting worse.

Safa's love interest, Ankur, is a free-spirited guy who works with her at a shisha lounge. He inspires Safa to let her mother enjoy her life. They take Shirin out for long drives, shopping, street food and plain basking under the sun.

It makes Shirin happy but her health keeps getting worse to the point where she does not want to live anymore. This time, Safa realizes that life should not be preserved at any cost and after Shirin has another stroke the daughter does the unthinkable -- she leaves her mother to die by herself.



**Maksud Hossain**

Director

+880 1796587398  
maksud.hossain@gmail.com

Maksud Hossain is a writer-director and the founder of Verite Films, a film production company based in Dhaka, Bangladesh. He has directed more than 15 short films. One of his shorts, *Three Beauties*, received the Student Academy Award in 2006. He was the writer and director of a television movie *Bahattor Ghonta (72 Hours)*, which premiered on NTV, a leading nationwide television network in Bangladesh. His most recent work, a short film *Remakri*, was screened at various international film festivals.



**Barkat Hossain Polash**

Producer

+8801971971977  
bhpolash@gmail.com

Barkat Hossain Polash is a producer and cinematographer, he completed fellowships from Berlinale Talents Germany (2019), Asian Film Academy South Korea (2015), and Kyoto Filmmakers Lab Japan (2016). His feature film, *Jalal's Story* (2015) was the official entry from Bangladesh for the Best Foreign Language Film at the 88th Academy Awards. His short and feature films have traveled to prestigious film festivals like Rotterdam, Clermont-Ferrand, Busan, Goa, Montreal World, Kerala, Mannheim-Heidelberg, Fajr, Kazan, among others. His upcoming feature films are *The First Plantation*, *Vice & Virtue*, and *The Stranger*. The latter received the Film Production Grant in 2020 from the Bangladesh Government.

## Director's Statement

My wife and her mother were in a near fatal car accident almost twenty-four years ago. Ever since then my mother-in-law has been a paraplegic and depended on my wife and her father to take care of her.

After the death of my father-in-law when I saw my wife struggling to take care of her mother, I started thinking what if I tell the story of a twenty-one year old woman, Safa living in lower middle-class Bangladesh taking care of her paraplegic mother, Shirin without any help. How can Safa preserve her mother's life in such a setting? From this germ of an idea my feature film, *Safa* was born.

Love is a mighty power -- this is the central theme of my film. Whatever Safa does she does for the love of her mother. In the course of the story, Safa learns to overcome her greatest fear of losing her mother and realizes that life should not be preserved at any cost. The quality of one's life matters and just breathing cannot always be considered living. Safa learns to let go of her mother and in the process embraces a new life with Ankur.

# Scotch

India | English, Hindi, Konkani, Portuguese | Drama, Period

**Budget (USD)**  
2,300,000

**Financing Secured (USD)**  
678,000

**Production Company**  
Neela Film Productions  
www.neelafilmproductions.com

**Present at Film Bazaar**  
Siddharth Tripathy

**Looking for**  
Film Grants/Funds,  
Producers, Financiers,  
Studios

On a rainy day in August 2000 the 'Gomes-women', Ana (70), Estella (50) and Eline (38) wait for a parcel of Scotch whiskey to arrive at their dilapidated mansion in Goa. Living a solitary life without any social interaction, they have not stepped out of it for 25 years now.

Their monotonous night turns lively when a thief, Joki (38) accidentally falls before them after a botched-up attempt of theft. Instead of getting rid of him, Ana decides to let the intruder spend some time with them – 'God's gift after 25 years' she remarks.

All the three women contrive ways to let him stay overnight but Joki falls for Eline's bait about hidden gold in the mansion.

The women recall their past in turns and he is drawn into the intriguing 'Gomes-saga'. From the arrival of Gomes' siblings Ana and Abilio in 1940 to success as a mining enterprise in 1950 and a subsequent downfall with the Liberation of Goa in 1961. From the emotional turbulence of Ana's single-motherhood and Estella's discovery of Eline to their fortuitous liaison with Scotch whiskey, Joki hears it all but for a clue about hidden gold.

A startling discovery awaits him.



## Siddharth Tripathy

Director

+91 8452040565  
siddharthtripathy33@gmail.com

Siddharth Tripathy is an alumnus of Satyajit Ray Film & TV Institute, Kolkata, India. He wrote, directed, and produced his first feature, *A Dog and His Man* (2019), which had its world premiere at Vancouver International Film Festival (VIFF) and Indian premiere at Mumbai International Film Festival (MAMI). The film won the FIPRESCI International Film Critics Award at Bengaluru International Film Festival (BIFFES 2020). His second feature *Ek Lal Kameez* is currently in post-production.



## Asit Kumarr Modi

Producer

+91 9326853303  
asitmodi@neelatelefilms.com

Asit Kumar Modi is a TV actor, producer, director, and founder of Neela Tele Films Private Limited. He is known for producing the serial *Taarak Mehta Ka Ooltah Chashmah*. Asit began his career in theatre as an actor, technician, and assistant director. Over the years found success in the Indian Television Industry and became a renowned prominent Television Producer. He founded the television production company Neela Tele Films Private Limited in 1995, starting with the show *Hum Sab Ek Hain*, followed by shows in other genres.

## Director's Statement

A few years back I had a chance to be with three old women in Palakkad, Kerala. We didn't understand each other's language. They spoke to me for an hour about so many things I could not understand.

Despite my linguistic limits, the feeling that they so desperately wanted to talk, to share, to express remained with me long after the trip ended.

While it may be rationalized as common old-age-whim but to me it remains the hopeless helplessness of someone who realizes she is alone, and that's the way it has to be forever. The story was thus born.

As a film, I see it big and it ought to be big to reach as many people as it can. The women I met may have had personal reasons for their situation but the emotion they shared was universal. Loneliness is at once intimate and overarching both.

Both from an artistic and commercial point of view, this film would depend a lot on its cast.

Notwithstanding factors like the availability of actors and budget, I did visualize a few artists while writing the script.

Ana - Deepti Naval

Estella - Tabu

Eline - Sanya Malhotra Joki - Nawazuddin Siddique

# The Arrangements Of Love

India | English, Tamil | Comedy, Drama, Romance

**Budget (USD)**  
5,000,000

**Financing Secured (USD)**  
3,000,000

**Production Company**  
Guru Films Pvt. Ltd.  
www.gurugroup.in

**Present at Film Bazaar**  
Sunitha Tati

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Financier

After losing his mother in an unexpected accident, Nikhil, an aspiring filmmaker and a Welsh young blade at heart, finds a tattered copy of a novel titled Arrow among the folds of a red silk saree in his mom's long-forgotten suitcase. Its author, he discovers, is his real father, S.K. Naidu, and that, contrary to what his mother has told him for all these years, he is probably still alive. Nikhil arrives in the streets of Georgetown, Chennai, to look for a father he has never known.

Amidst all the chaos, Nikhil gets help from the spunky detective Anu, who eventually leads Nikhil through a maze of characters to finally get to the elusive Dr. S.K. Naidu. A temperamental and reclusive man, Naidu resents this intrusion from his past and refuses to acknowledge Nikhil as his son. As Nikhil tries to navigate his connection with his father, he makes sense of a culture that he has always wished to belong to. While he finds himself irresistibly attracted to the charm of Anu, who seems to have plans of her own, Nikhil also realizes that his father is just as much in need of love and acceptance as he is.

## Director's Statement

What inspired me is how the book spins several emotional stories, and from multiple perspectives. Tonally, there is comedy, tragedy, whimsy, and a kind of heightened realism. The relationships between our protagonists mature and evolve as the story progresses. It's a universal and very commercial prospect and I would like to bring this to the screen with my vision.

I love the sensuality of the location, the raw emotions laid bare amid psychological and emotional turbulence. There's also much potential for character development as Nikhil makes his brave dash into the unknown. There are many moments throughout the film where Nikhil comes across very different beliefs to his own – the influence of gods, superstitions, and fate, all of which appear to come into play in this strange place. Soon Nikhil is enveloped by the strangeness of Georgetown. Naidu's house is a wonderful metaphor for Nikhil's odyssey into his father's dark and embittered emotional isolation. Another huge part of the film is the delicate and slow-burn romance between Nikhil and Apu. Intriguing also to introduce the god's eye view of deceased mother Sushima, who watches over her son.



**Philip R. John**

Director

+44 7941 316764  
orangeriver@mac.com

Philip John is the recipient of many awards and accolades, including BAFTA nominations for Best Director for *Downton Abbey*, *Being Human* and *Bang*, and many festival awards for short films *Sister Lulu* and *Suckerfish*. His debut movie *Moon Dogs* has won awards in festivals across the world. He is known for his work as a director on *The Dragon Dies at Dawn* from Season Two of Marvel's *Iron Fist*, three seasons of *Downtown Abbey*, four episodes of *Outlander*, and *Trainspotting* author Irvine Welsh and Dean Cavanagh's scabrous Channel 4 feature-length comedy, *Wedding Belles*.



**Sunitha Tati**

Producer

+91 99495 87300  
sunitha@gurugroup.co

The founder of Guru Films, Sunitha's recent blockbuster hit *Oh! Baby* put her drive for unique storytelling on the big screen and made her an inspiring producer in the Telugu Film Industry. Currently, she is producing 3 films – *Sakini Dakini*, with the acclaimed Suresh Productions, an adaptation of a popular book called *Arrangements of Love* by Timeri Murari, and a remake of an Argentinian film called *4x4*. Under Guru Films, Sunitha has produced and released 6 feature films theatrically, 1 web, and 2 TV series on popular Indian platforms. A two-time cancer survivor, she has been appointed as Ambassador for India at the Asian Academy Creative Awards. She is an awardee of the late President of India, Dr. APJ Abdul Kalam Memorial Excellence Award 2020.

# The Forgotten History

Afghanistan, Spain | Dari | Drama

**Budget (USD)**  
1,722,550

**Financing Secured (USD)**  
922,550

**Production Company**  
Alba Sotorra SL  
www.albasotorra.com

**Present at Film Bazaar**  
Alba Sotorra Clua  
Roya Sadat

**Looking for**  
Film Festivals/  
Programmers, Film  
Grants/Funds, Producers,  
Financiers

Despite their opposite backgrounds, Sima (20, humble, conservative) and Suraya (21, influential left-wing) have grown up in the same household and are close as sisters. Determined to defend women's rights, Suraya ascends to the People's Party (PDPA), but everything falls apart when Wahab, Sima's teenage brother, falls in love with her: when he goes into a jealous rage, Suraya sullenly rejects him and he joins the mujahideen (an Islamist group opposed to the PDPA) out of spite.

When the PDPA seizes power with a coup, Wahab's clandestine activities are discovered and his family is prosecuted. Suraya frees Sima and her parents, putting her political position at risk, but cannot help Wahab, who is eventually murdered in prison.

As Sima and her parents flee to Pakistan, a conspiracy inside the PDPA results in Suraya's arrest. Sima joins the mujahideen and rashly agrees to go on a mission to Afghanistan, but everything fails and she's imprisoned. Locked in the same jail, both women face torture and Suraya uses her last resource to save Sima from execution. When the government falls, both friends are freed.

Years later, 2021. Sima and Suraya determinedly walk through the streets: they haven't surrendered to the Taliban threat.



**Roya Sadat**

Director

+93 702878084  
royafilms@gmail.com

Roya Sadat is a renowned Afghan producer, director, and screenwriter. First female director in Afghanistan, post-Taliban era. Co-founder of Roya Film House and the Herat International Womens' Film Festival. She has won over 50 international awards. Some of her most relevant works include - *Three Dots* (2003 - Cologne, Seoul, and Nantes - Awards: Best Direction, Best Screenplay, Best Cinematography and Best Music at the Tolo TV FF, and UN Best Screenplay), *A letter to the President* (2017 - international premiere at Locarno and Asian premiere at Busan - Awards: One Feature at Munich FF, New Hope at Malaysian IFF, Best Feature at IFF WALA). The latter was an Afghan nominee for the Oscars.



**Alba Sotorra Clua**

Producer

+34 606953555  
info@albasotorra.com

Alba Sotorra SL is a production company based in Barcelona. Interested in stories with a social and political commitment on topics linked to the present with a gender-conscious POV, they have produced over 15 titles, such as *The Return: Life After ISIS* (2021 - SXSW, HotDocs, Sheffield, Thessaloniki, DocsBarcelona, among others), *Commander Arian* (2018 - HotDocs, Shanghai, Sheffield, Busan, Jeonju), and the Kurdish-Spanish film *Ji Bo Azadiye* (2020 - Rotterdam, Kolkata, Valencia, Geneva, distributed in theatres in Spain, Germany, France, Switzerland, Korea, Japan, and LatAm). They have experience in international co-productions with Germany, France, Qatar, China, Syria's Kurdistan, Iraq, Afghanistan, and a solid relationship with Spanish and EU film funds (ICEC, ICAA, MEDIA, and Eurimages) and TV broadcasters (TV3, TVE, Movistar+, Sky TV and NPO).

## Director's Statement

According to Amnesty International, Afghanistan is the worst country to be in for a woman. But it wasn't always like this. In the 60s, Afghan women could attend university, participate in politics, dress freely... In the 70s, political instability degenerated into increasing violence until the invasion of the USSR, followed by an internal conflict that, with foreign intervention, gave way to the rise of the Taliban, the most radical faction of the opposition.

In that tumultuous period, many women were involved in the struggle on both sides, dragged by political interests that resembled their own, but were not. For years I've collected their memories and I've built *The Forgotten History* as an intimate film that brings to light the multiple stories of Afghan women through a single story that focuses on issues relevant to people worldwide: human rights, pain in the face of injustice, and the value of solidarity, love, and friendship.

This is a luminous, colourful, lively film that portrays the atmosphere of Afghanistan in the 70s 80s with a subjective and feminine cinematographic approach. Despite being tied to real events, locations and characters, the film is not a slave of realism and its story unfolds in a universe of its own.

# The Secret In The Wind

India, Hungary | English, Hindi | Drama, Romance, Thriller

**Budget (USD)**  
469,000

**Financing Secured (USD)**  
235,000

**Production Company**  
Unified Entertainment  
Production  
Cliff Edge Films  
FocusFox  
www.focusfox.hu  
www.unifiedep.com

**Present at Film Bazaar**  
Chandradeep Das  
Valentine Nonyela  
Nikita Ivanenko

**Looking for**  
Film Festivals/  
Programmers, Film  
Grants/Funds, Producers,  
Financiers, Studios

After two years of online interaction, when Thomas visits India, Malini falls in love, and the couple develops an instant strong emotional connection. But Thomas has a dark past, which triggers visions of a young girl trying to self-immolate herself, accompanied by sounds of a raging fire.

Thomas, who is gradually plunging into a severe depression, is also having a recurring nightmare for the past few months of several dead bodies hanging from trees, swaying to strong winds blowing through a forest.

By coincidence, Malini comes across a published news article describing a similar genocide written 21 years ago by an enigmatic journalist named Subhasini Ray. Initially skeptical of such a horrifying massacre, strange meetings with Subhasini and her ex-girlfriend Aparna change Malini's mind, and the couple decides to visit that picturesque hill station where the rumoured but unsolved incident had taken place. Here, Malini meets a Bahurupi, a street performer dressed as Goddess Kali, who wants to tell her something important; meanwhile, Thomas wanders off to a hamlet where all the inhabitants, oddly, are women. Curious encounters and the devastating reality turn their world upside down, with the shocking truth bearing a surreal resemblance to Thomas' hideous past life.

## Director's Statement

Mainstream films all around the world, especially in India, have contributed to a very narrow depiction of feminism, more often than not reducing it to mere sexual emancipation of women. Feminism is much more than that! From time immemorial, patriarchy has repressed women in unimaginable ways. But there is ample evidence in history and mythology, which reveals that at times, the suppressed gender reciprocated to such oppression with devastating repercussions. From the Hundred Years' War to the suffrage movement or from Ovid's Metamorphoses to the Hindu epic Ramayana - in every society, every community, and every culture, men have disadvantaged women for centuries. Our film weaves a holistic study into the dynamics of masculism and feminism through the story of Malini and Thomas.

The romance between the couple acts as a frame story as we segue into a gripping thriller that unfolds layer by layer until it finally reveals the horrifying truth. Discussions with our DP Máté Herbai and production designer Ajay Sharma revolve around intensifying the antithesis between the scenic beauty of the hill station and the appalling acts of violence. Bordering on radical feminism, this shocking secret tips the scales in favour of women for a change.



**Chandradeep Das**  
Director  
+91 9830382501  
moonlight.slave@gmail.com

Chandradeep used to assist his father, eminent filmmaker Anjan Das. He co-wrote the screenplay of his Dad's last film *Ajana Batas* which had its World Premiere at the International Film Festival of India 2013 under Indian Panorama. He made his first short film at the age of 22. His last two short films, both Indo-Russian collaborations, have been acquired by renowned distributors worldwide and have received widespread acclaim at important festivals like Houston, Monaco, Kolkata, Oaxaca, Nevada, Queensland, Portobello, Belgrade, Washington, Monterrey, etc.



**Dr. András Muhi**  
Producer  
+36 30 9447 000  
gferenczy@focusfox.hu

In 2000, András founded Inforg Studio, where he worked as a studio manager and producer. For a decade Inforg Studio operated as the most significant film workshop in Hungary. Since 2015, he has worked as a producer and co-producer at FocusFox, Hungary's largest film studio with a diverse creative scale of 35 feature films, 120 short films, 80 documentaries, and 15 animated films. He has produced *Before Dawn*, directed by Bálint Kenyeres, recipient of the European Film Academy's Best Short Film Award in 2005; *Just the Wind*, directed by Bence Fliegau, recipient of the Silver Bear Award at the Berlinale in 2012; and *On Body and Soul*, directed by Ildiko Enyedi, which won the Golden Berlin Bear and was nominated for an Oscar for Best Foreign Feature Film in 2018.



**Valentine Nonyela**  
Producer  
+35 799166563  
valentine.uep@gmail.com

Valentine Nonyela has appeared in over 50 entertainment productions. Valentine co-produced his first feature film, *Welcome to the Terrordome*, directed by Ngozi Onwurah at 25 in 1995. Last year he produced the independent feature films *Badness* and *Love Island Hungary* for RTL Group (A Luxembourgish-based international media company) and delivered 50 episodes of a hit show.



**Anil Patil**  
Producer  
+91 7738166655  
anil.cliffedgefilms@gmail.com

Anil Patil is an Indian Producer and Director who has actively been in the Indian movie industry for more than 20 years and has worked on films like *Hush* (2021) and *Daas Dev* (2018). The latter went on to be acquired by Zee5. He is the owner of Cliff Edge Films, an Indian film production house based in Mumbai, India.



**Nikita Ivanenko**  
Producer  
+7 9852284202  
ivanenko.nick@gmail.com

Nikita to date has penned seven feature scripts and two web series, with one feature screenplay titled *Dead Man's Mound*, fetching him a Finalist Award at Beverly Hills Festival in 2015. In 2014, Nikita joined the team of *Sentient*, an Australian sci-fi series by David Steinhoff, and created the 1st season draft for Moscow. In 2017, he produced Chandradeep's short *In Loving Memory...*, which received numerous international prizes. In 2019, they continued their partnership by releasing another short, *The Red Cap*, which is now getting lauded at several international film festivals.

# To Kill The One You Love

India | English, Kannada, Tamil | Drama

**Budget (USD)**  
149,546

**Financing Secured (USD)**  
36,716

**Production Company**  
Niv Art Movies  
www.nivproductions.com/artmovies

**Present at Film Bazaar**  
Ashok Vish  
Shaji Mathew

**Looking for**  
Film Festivals/  
Programmers, Film  
Markets, Film Lab/  
Workshop, Film Grants/  
Funds, Producers,  
Financiers

Madhu, a young artist, arranges a sexual encounter with Dev, a middle-aged rickshaw driver. Dev unexpectedly says, "I love you," a proclamation Madhu takes as overenthusiasm. Although he actively meets many partners, Madhu wants to develop a relationship with Selva, the owner of a boutique hotel and gallery. When one night Selva introduces Madhu to his friends as his boyfriend, Madhu is overjoyed. The next morning though, Madhu discovers that Selva lives with Anirudh, a much younger assistant, and that his title of "boyfriend" is a shared one.

Dev's obsession with Madhu grows. He becomes increasingly alienated from his wife and reimagines his relationship with Madhu as a modern version of the Ayyappa myth, in which a deity is born to two male gods. He begins to envision Madhu as female.

Madhu visits Selva at his gallery and finds the older man entertaining a new, younger artist. Madhu rushes out, encountering Dev on the street. When Dev grabs Madhu by the arm, he (now presenting as female) appears to go into labor. Confused, Dev brutally attacks Madhu and runs away, returning later to rush her to the hospital. When questioned, Madhu discloses nothing.

Madhu, now male again, looks at Dev.

## Director's Statement

India's evolving queer scene serves as the lens through which I examine issues of gender, class, and tradition. My own experience as a gay man living in India both before and after the decriminalization of homosexuality has helped me to create a work that reflects the diverse and multi-faceted queer community and the wide spectrum of identities found there.

My film focuses on two men, separated by age and class, whose chance encounter leads them to reconsider how they view and express their desires and identities. I depict their divergent experiences through contrasts: privilege and poverty, shadows and light, darkened streets and brightly lit parties.

The structure of the film, too, displays this same focus on contrast: the first half reflects a realist aesthetic, while the second plays with imagery and techniques of magic realism, as the viewer is aligned first with Madhu, whose desires for sexual satisfaction and love lead him to anonymous encounters, and then with Dev, whose deep religious beliefs lead him to believe that he and Madhu are the living incarnations of figures from Hindu mythology.

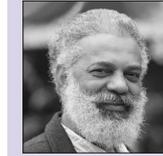


## Ashok Vish

Director

+91 9742488692  
ashokvishfilms@gmail.com

Ashok Vish's practice draws from his training as a filmmaker and interests in other aspects of image-making such as video and photography. His filmography includes *Children Playing God* (2018), *A Boy called Boris* (2014), and *Expectation* (2013) to name a few. His films have traveled to several film festivals such as the Chicago South Asian Film Festival, New York Indian Film Festival, Jagran Film festival, WNDX festival of moving image in Winnipeg, Chelsea film festival, and at the Anthology Film Archives in New York City. Vish has also shown his work at galleries such as A.M (Art Multi - disciplines) Studio, Kolkata; Art Konsult, Delhi; Gallery Sumukha, Bangalore; Art Houz, Bangalore; MaximiliansForum, Munich; the Migros Museum, Zurich and participated in art festivals across the globe.



## Shaji Mathew

Producer

+91 9810128802  
nivmathew@gmail.com

Delhi-based Niv Art Movies stands for making experimental and artistic films. Their latest co-production *Chola* (2019) got selected in the Orizzonti Competition Section, Venice International Film Festival 2019. Their most acclaimed production *S Durga* won the prestigious Hivos Tiger award in 2016 with screenings in more than 50 major film festivals across the globe. *Ozhividivasathe Kali* (An Off-Day Game) (2015) was a take on casteism and is Niv's first production. It won the Kerala State Film Award for Best Film in 2015, among many other state awards. Their co-productions, *Eli Eli Lama Sabachthani?* (2017) and *Oralppokkam* (2014) won a lot of critical acclaims.



## Vinayak Nagesh

Producer

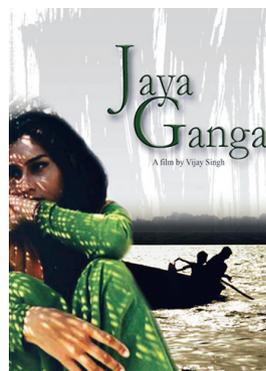
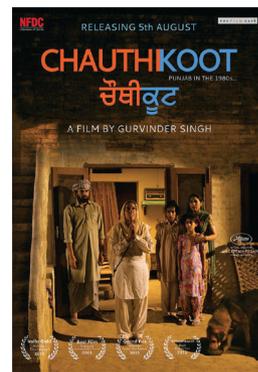
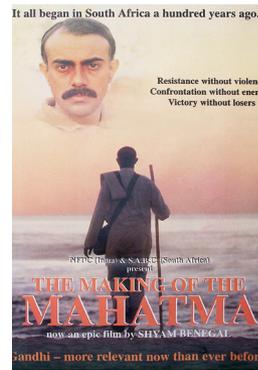
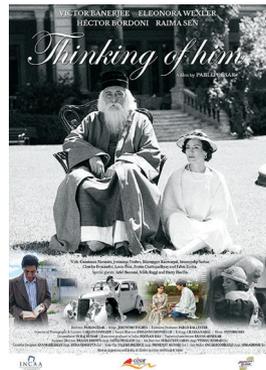
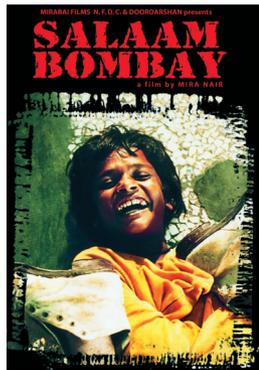
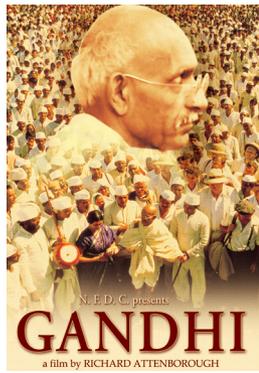
+919901893044  
vinayak.inuyasha@gmail.com

Vinayak Nagesh is a producer, filmmaker, and musician based out of Bengaluru, India. Currently, he is working at the Indian Sonic Research Organisation as a Program Coordinator. Nagesh produced and composed music for the short *Hauah* (2019); worked as an Executive Producer on a segment of a horror anthology *A Field Guide to Evil - Palace of Horrors* (2018) and worked as DA on Post Sound for *Daddy* (2017), directed by Ashim Ahluwalia.



## Co-Production Agreements Between India & Other Countries

An Overview On Co-Productions	24
Bangladesh	26
Brazil	29
Canada	31
China	33
France	36
Germany	38
Israel	40
Italy	43
Republic of Korea	45
New Zealand	47
Poland	50
Portugal	52
Russia	55
Spain	57
United Kingdom & Northern Ireland	59



## What is a Co-Production?

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

## Who is a Co-Producer?

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

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

## Benefits of International Co-Productions

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

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

## What is a Co-Production Treaty?

In the international industry, the term "Co-production" is generally used to refer specifically to a film that is made under the umbrella of a particular governmental Co-production treaty. It is now possible for filmmakers of

different countries to come together and make films under bilateral co-production agreements.

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

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

## Key Takeaways of an international coproduction

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

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

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

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

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

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

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

All rights of the film, whether now known or in the future created, shall be owned by the respective co-producers, to the extent of their financial contribution, unless otherwise agreed by the Parties in writing. These rights will be held in perpetuity and in the territory of the entire world. The copyrights and revenue share between the producers will therefore be proportional to their contribution.

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

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

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

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

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

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

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

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

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

India has co-production treaties with Bangladesh, Brazil, Canada, China, France, Germany, Israel, Italy, Republic of Korea, New Zealand, Poland, Spain and United Kingdom

& Northern Ireland to enable co-creation of content and collaboration between talent. Each agreement identifies the Competent Authority for the country concerned to whom applications are made for approval as co-production. In India, the Competent Authority is the Ministry of Information and Broadcasting, Government of India.

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

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

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

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

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

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

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

### **Who to Approach**

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

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

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

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

Union Leader (Indo – Canadian)

Extraordinary Journey of a Fakir (Indo – French)

Sir (Indo – French).

Qissa (Indo – German)

The Lunchbox (Indo – German & Indo – French)

Arunoday (Indo – French)

### **Films Co-produced with International Partners**

Gandhi

Salaam Bombay

Making of Mahatma

Jaya Ganga

Dance of The Wind

Chauthi Koot

Xuan Zang

Thinking of Him

# BANGLADESH

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

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

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

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

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

HAVE AGREED AS FOLLOWS –

### Article 1

#### Definitions

In this Agreement, unless the Agreement otherwise requires –

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

### Article 2

Recognition as a National Film and Entitlement to Benefits

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

and the privileges granted by the provisions in force in the respective countries.

### Article 3

#### Temporary Entry into the Country

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

### Article 4

#### Participants

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

### Article 5

#### Contribution

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

## Article 6

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

1. Co-productions shall require, prior to the commencement of shooting, approval of the Competent Authorities of both countries.
2. Approvals granted under their respective national laws, shall be in writing and shall specify the conditions under which the approval is granted. None of the co-producers shall be linked by common management partnership or control, save to the extent that such links are inherent in the making of the Audiovisual Co-production itself.
3. In considering proposals for the making of an Audiovisual Co-production, both Competent Authorities shall apply the rules and principles set out in this Agreement as well as in its Annexure, with due regard to their respective policies and guidelines.
4. The Annexure shall also include rules of procedures on –
  - (a) the granting of approvals of an application for Approved Co-production status;
  - (b) the withdrawal of Approved Co-production status;
  - (c) any other matters that the Parties consider desirable.
5. The Annexure shall include provision as to the criteria for measuring mutual benefits.
6. The Annexure shall come into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.
7. In determining an application made to it, a Competent Authority shall apply these requirements in accordance with guidelines published by the Competent Authority under this Article.
8. Each Competent Authority may from time to time publish guidelines consisting of such information and advice as it considers appropriate with respect to –
  - (a) how applications are to be made to the Competent Authority; and
  - (b) the operation and interpretation of this Agreement
9. Such guidelines shall, in particular, set out –
  - (a) how the Competent Authority proposes to make decisions on applications for the grant of Approved Co-production status, and
  - (b) factors it will take into account while exercising any discretion conferred on it by this Agreement.
10. Nothing in this Agreement binds the competent authorities in the territories of the Parties to permit the public exhibition of a film, which has been granted Approved Co-production status.

## Article 7

### *Film Negatives and Languages*

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

## Article 8

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

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

## Article 9

### *Balanced contribution*

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

## Article 10

### *Joint Commission*

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

## Article 11

### *Entry in International Film Festivals*

1. The majority co-producer shall normally enter co-produced films in international festivals as a co-production.

2. Films produced on the basis of equal contributions shall be entered as a film of the country of which the director is a national, provided that the director is not from a third country in which case the film shall be submitted as a film of the country of which the lead actor is a national, subject to the agreement of the competent authorities of both Parties.

## Article 12

### *Credits*

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

## Article 13

### *Amendment*

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

## Article 14

### *Settlement of Disputes*

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

## Article 15

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

1. The present Agreement shall come into effect from the date of its signature and shall continue to be in force for 5 years, unless either Party terminates the present Agreement by giving a written notice of its intention to terminate it to the other Party at least six (6) months in advance and may be renewable with the consent of both parties.
2. Termination of the present Agreement shall not affect the implementation of the projects, which are already in progress under the present Agreement and shall be continued in accordance with the terms and conditions of the Agreement.
3. The Annexure of this Agreement shall be an integral part of this Agreement.
4. IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Agreement.

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

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

Foreign Secretary

Secretary, Ministry of Information

## ANNEXURE

### *Procedures*

#### *General Provisions*

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

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

1. Final version of the script.
2. Evidence of the lawful acquisition of the copyright necessary to a given co-production,
3. A signed copy of a co-production contract concluded between co-producers, which should contain –
  - a) The title of the co-production,
  - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources,
  - c) The name of the director,
  - d) A synopsis,
  - e) A budget plan,
  - f) A financial plan, stating the financial input of the co-producers,
  - g) A clause defining the division of revenues and markets,
  - h) A clause setting forth a share in the copyright in proportion to the input of individual co-producers, as per intellectual property (IP) right laws.
  - i) A clause describing what to do if the budget is exceeded,
  - j) A clause describing the measures to be taken if one of the co-producers does not discharge its obligations,
  - k) A clause setting forth the rules governing financial settlements if any co-producer fails to provide the financial contribution agreed upon in the co-production contract,
  - l) A clause confirming that the acceptance of a co-production does not imply any production will be distributed in the Parties,

- m) A clause obligating the majority co-producer to take out an insurance policy providing cover at least against “all production risks” and “all production risks connected with original materials.”
  - n) The date on which filming commences.
  - o) Release of the Co-production film must be done on the same date in the contracting countries.
4. The distribution agreement, if such an agreement has already been concluded,
  5. A detailed budget, showing the expenditures to be incurred by the co-producers in each country.
  6. A single account for each co-produced film must be maintained to handle all financial issues including repatriation of the revenue or proceeds generated.
  7. Remuneration of the technical persons should be equal and non-discriminatory.

#### IMPORTANT PROVISIONS FOR INDIAN PARTY

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

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

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

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

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

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay.
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance

may be submitted via the Ministry of Information & Broadcasting.

3. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
4. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the People’s Republic of Bangladesh before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew – at the expense of the Government of the Republic of India.

#### IMPORTANT PROVISIONS FOR BANGLADESH PARTY

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

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

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

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

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

1. Permission from a person or his legal heir who is to be portrayed in the film; a copy of the permission should be attached to the screenplay.
2. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, Ministry of Commerce, Ministry of Home Affairs etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information.
3. Each film for whose production the assistance of the Armed Forces has been obtained must be

presented to the Ministry of Defence in order to obtain permission for its distribution.

4. In particular cases, a film may have to be presented to a representative of the Government of the People’s Republic of Bangladesh or to the Bangladesh High Commission in the Republic of India before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew – at the expense of the Government of the People’s Republic of Bangladesh.

#### CONCLUDING PROVISIONS

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

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

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

# BRAZIL

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

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

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

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

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

Have agreed as follows –

### Article 1

#### Definitions

For the purposes of this Agreement

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

- a. On behalf of the Federative Republic of Brazil, the Ministry of Culture; and
- b. On behalf of the Republic of India, the Ministry of Information and Broadcasting.

### Article 2

#### Benefits

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

### Article 3

#### Approval of Projects

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

### Article 4

#### Contributions

1. For each Audiovisual Co-production –
  - a. The performing, technical, craft and creative participation of the Co-producers;
  - b. The production expenditure of the Co-producer in the Republic of India or in the Federative Republic of Brazil shall be in reasonable proportion to their respective financial contributions and as mutually decided by both the Co-producers.
2. Both the financial contribution, and the managerial, performing, technical, craft and creative participation of each Co-producer shall account for at least

- 20% (twenty per cent) of the total budget of the Audiovisual Co-production.
3. Notwithstanding the contribution and participation rules set out in paragraphs 1 and 2 of this Article, in exceptional cases both Competent Authorities may approve Audiovisual Co-productions where –
    - a. The contribution by one Co-producer is limited to the provision of finance only, in which case the proposed finance-only contribution shall be 20% (twenty per cent) or more of the total budget of the Audiovisual Co-production; or
    - b. Despite falling outside the contribution rules, the Competent Authorities consider that the project would further the objectives of this Agreement and should be approved accordingly.
  4. Subject to the specific conditions and limits laid down in laws and regulations in force in the Contracting Parties, in the case of multilateral co-productions the minority contribution may not be less than 10% (ten per cent), and the majority contribution may not exceed 70% (seventy per cent) of the total cost of the Audiovisual Work.

#### 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

- 16.1 In the event of presentation at international film festival, unless the co-producers agree otherwise, a co-production shall be entered by the country of the majority co-producer or, in the event of equal financial participation of the co-producers, by the country of which the director is a national.
- 16.2 Either of the co-producers may make the co-produced film access to international film festivals by notifying the other co-producer in advance.

#### Article 17

##### Settlement of Disputes

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

#### Article 18

##### Amendment

This Agreement may be amended at any time by the

mutual consent of the Contracting Parties through the exchange of notes between the Contracting Parties through the diplomatic channel.

#### Article 19

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

- 19.1 This Agreement shall come into force when each Party has informed the other that its internal ratification procedures have been completed. This Agreement shall come into effect on the later date of these two notifications.
- 19.2 This Agreement shall be valid for a period of three years from the date of its entry into force; a tacit renewal of this Agreement for the periods shall take place unless one or the other Party gives written notice of termination six months before the expiry date.
- 19.3 Co-productions which have been recognized by the competent authorities of the Contracting Parties and which are in progress at the time of notice of termination of this Agreement by either Contracting Party shall continue to benefit fully until completion 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.

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

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

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

##### Annex to Agreement On Audio Visual Co-production - Between the State Administration of Press, Publication, Radio, Film and

Television of the People's Republic of China

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

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

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

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

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

The following documents shall be submitted –

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

The contract shall include –

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

A clause prescribing the measures to be taken where

- a. after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
- b. the competent authorities prohibit the exhibition of the audio visual

- c. co-production in either country or its export to a third country –
  - d. either one or the other Party fails to fulfill its commitments;
  - e. the period when shooting is to begin;
  - f. a clause stipulating that the majority co-producer shall take out an insurance
  - g. policy as mutually decided by the co-producers; and
  - h. a clause providing for the joint ownership of copyright for co-producers and at the same time it is proportionate to the respective contributions for co-producers to share market revenues.
- 3.4 The distribution contract, where it has already been signed;
  - 3.5 A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
  - 3.6 The production schedule;
  - 3.7 The detailed budget identifying the expenses to be incurred by each co-producer in each country; and
  - 3.8 All contracts and other relevant financial documentation for all participants in the financial structure.
4. The competent authorities can demand any further documents and all other additional information deemed necessary, as to consider the co-production application.
  5. In principle, the final shooting script (including the dialogue) should be submitted together with all other necessary documents to the competent authorities prior to the commencement of shooting for final approval.
  6. Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the competent authorities before the audio visual co-production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both the competent authorities.
  7. The competent authorities will keep each other informed of their respective decisions.

# FRANCE

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

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

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

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

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

HAVE AGREED AS FOLLOWS –

### Article 1

For the purpose of this Agreement –

- a) 'Film' means feature length film including animation and documentary film which complies with the laws and rules in force in each country and which is intended to be first shown in cinema theatres. Both the Parties would under this Agreement also encourage the development of co-production projects for short films for which there is an expectation for public exhibition, with or without access to Public support;
- b) "Competent Authority" means –  
For India, the Ministry for Information and Broadcasting;  
For France, the Centre national du cinema et de l'image animée (CNC).

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

### Article 2

1. Subject to the approval of both competent authorities, a film co-produced in compliance with this Agreement shall be deemed to be a national film in the territory of each Party and shall thus be fully entitled to all the benefits which are granted under the laws and regulations in force in the territory of each Party.
2. The competent authority of each Party shall provide to the competent authority of the other Party a list of provisions concerning these benefits.  
If the provisions concerning these benefits are changed in any way by either Party, the competent authority of that Party shall inform the competent authority of the other Party of the details of such change.
3. The above mentioned benefits shall accrue solely to the producer of the Party which grants them.

4. In order to be approved as a co-production under this Agreement, the film must –
  - in France, apply for co-production clearance before the shooting starts, and receive final approval from the competent authority no later than 4 (four) months after its release in France;
  - in India, apply for co-production clearance before the shooting starts, and receive final approval from the competent authority no later than 4 (four) months after its completion in India.

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

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

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

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

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

### Article 3

1. In order to qualify for the approval for co-production, the producer shall have the necessary capabilities to produce the concerned film. The Parties are not responsible or liable for the credentials of either of the co-producers.
2. Each of the producers must satisfy the following additional conditions –
  - a) The president(s), director(s) or manager(s), must be citizen of India, France or the European Union. Persons who do not have the citizenship of the aforesaid countries but can demonstrate their domicile or permanent residence therein will be deemed to be citizens of India or France within the meaning of this subparagraph.
  - b) The producer must not be controlled legally or effectively by one or more citizens of any country other than India, France or the EU countries.
3. Artistic and technical participants in the production of the film shall be citizens of India, France or the EU countries. Participants who do not have the citizenship of the aforesaid countries but can demonstrate their domicile or permanent residence

therein will be deemed to be citizens of India or France within the meaning of this subparagraph.

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

#### Article 4

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

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

#### Article 5

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

#### Article 6

1. All producers shall be the joint owners of all the tangible and intangible elements of the film.
2. All materials shall be stored at a mutually approved laboratory under the joint name of the producers.

#### Article 7

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

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

#### Article 8

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

#### Article 9

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

#### Article 10

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

#### Article 11

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

#### Article 12

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

#### Article 13

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

#### Article 14

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

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

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

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

For and on behalf of the Government the French Republic

#### Annexure to the Co-production Agreement

##### Application Process

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

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

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

# GERMANY

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

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

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

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

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

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

Have agreed as follows –

### Article 1

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

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

### Article 2

#### *Competent authorities*

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

### Article 3

#### *Approval as national films*

1. Films which are produced within the framework of this Agreement shall be deemed national films.
2. These films shall be entitled to claim all state support benefits available to the film and video industries and the privileges granted by the provisions in force in the respective countries.

### Article 4

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

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

### Article 5

#### *Participants*

1. The persons participating in the production of a film shall fulfill the following requirements –
  - a. As regards the Republic of India, they shall be –
    - i. Nationals/Citizens of the Republic of India or
    - ii. Permanent residents of India;
  - b. As regards the Federal Republic of Germany, they shall be
    - i. Germans within the meaning of the Basic Law;
    - ii. Persons who are rooted in the German culture and have their legal residence in the territory of the Federal Republic of Germany;

- iii. Nationals of a member state of the European Union; or
  - iv. Nationals of another party to the Agreement on the European Economic Area (EEA) of 2 May 1992.
2. Participants in the co-production as defined in sub paragraphs a. and b. must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
  3. Should the film so require, the participation of professionals who are not citizens of one of the co-producing countries may be permitted, but only in exceptional circumstances, and subject to agreement between the competent authorities of b

## Article 6

### *Film Negatives and Languages*

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

## Article 7

### *Entry in International Festivals*

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

## Article 8

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

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

## Article 9

### *Contributions of the producers*

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

## Article 10

### *Balanced contribution*

1. A general balance should be maintained with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction..
2. The Joint Commission, established in terms of article 12, shall carry out a review to see whether this balance has been maintained and, if this is not the case, shall take measures, which it considers necessary in order to re-establish such a balance.

## Article 11

### *Credits*

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

## Article 12

### *Joint Commission*

1. The Joint Commission shall be composed of representatives from Government and from the film, television and video industries of both Contracting Parties.
2. The role of the Joint Commission shall be to supervise and review the implementation and operation of this

Agreement and to make any proposals considered necessary to improve the implementation of the Agreement.

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

## Article 13

### *Temporary Entry into the country*

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

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

## Article 14

### *Amendment*

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

## Article 15

### *Settlement of Disputes*

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

## Article 16

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

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

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

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

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

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

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

The contract shall include –

- a. The title of the co-production;
- b. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary permission for adapting the literary work into a film from the author/legal heirs may be attached;
- c. The name of the director (a substitution clause is permitted to provide for his/her replacement if necessary);
- d. The budget;
- e. The financing plan;
- f. A clause establishing the sharing of revenues, markets, media or a combination of these;
- g. A clause detailing the respective shares of the co-producers in any over or under expenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any over expenditure may be limited to a lower percentage or to a fixed amount

- providing that the minimum proportion permitted under Article 9 of the Agreement is respected;
- h. A clause stating that the competent authorities have to be informed if the percentage of the contribution of a co-producer changes subsequent to the approval of the competent authorities; in any case, the contribution may not be less than the minimum contribution agreed in Article 9;
  - i. A clause stating that films co-produced under this Agreement may be publicly exhibited in either country in accordance with prescribed rules/procedures;
  - j. A clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in either country will grant a license to permit public exhibition of the co-production;
  - k. A clause prescribing the measures to be taken where;
  - l. After full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
  - m. The competent authorities prohibit the exhibition of the co-production in either country or its export to a third country;
  - n. Either one or the other Contracting Party fails to fulfill its commitments;
  - o. The period when shooting is to begin;
  - p. A clause stipulating that the majority co-producer shall take out an insurance policy covering at least "all production risks" and "all original material production risks";
  - q. A clause providing for the sharing of the ownership of copyright on a basis that it is proportionate to the respective contributions of the co-producers.
- 3.4 The distribution contract, where it has already been signed, or a draft if it has yet to be concluded;
  - 3.5 A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
  - 3.6 The production schedule;
  - 3.7 The detailed budget identifying the expenses to be incurred by each country; and
  - 3.8 All contracts and other relevant financial documentation for all participants in the financial structure.
4. The competent authorities can demand any further documents and all other additional information deemed necessary.
  5. In principle, the final shooting script (including the dialogue) should be submitted to the competent authorities prior to the commencement of shooting.
  6. Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the competent authorities before the co-production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both the competent authorities.
  7. The competent authorities will keep each other informed of their respective decisions.

# ISRAEL

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

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

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

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

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

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

Have therefore agreed as follows –

### Article 1

#### Definitions

For the purpose of this agreement –

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

### Article 2

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

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

### Article 3

#### Approval of Project

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

### Article 4

#### Participants

1. The Indian and the Israeli co-producers must at all times throughout the production retain their national status, and may not acquire or lose such status at any point during the course of production activity.
2. Should the co-production so require, the participation of professionals who are not citizens of any of the co-producing countries may be permitted, but only in exceptional circumstances, and subject to the approval of the Competent Authorities of both the countries.
3. Co-production films shall be made, processed, dubbed or subtitled, up to creation of the first release print of the countries of the participating co-producers. However, if a scenario or the subject of the film so

requires, location shooting, exterior or interior, in a country not participating in the co-production may be authorized by the Competent Authorities. Similarly, if processing, dubbing or subtitling services of satisfactory quality are not available in a country participating in the co-production, the Competent Authorities may authorize the procurement of such services from a supplier in a third country.

4. Use of any other language in a co-production other than the languages permitted with approval of Competent Authority according to the legislation of the Parties may be added to the co-production if the screenplay required it.

### Article 5

#### Contribution

1. The respective contributions of the producers of the two countries may vary from twenty (20) to eighty (80) per cent of the final total cost of each co-production film. In addition, the co-producers shall be required to make an effective technical and creative contribution, proportional to their financial investment in the co-production film. The technical and creative contribution should be comprised of the combined share of authors, performers, technical-production personal, laboratories and facilities.

Any exception to the abovementioned principles must be approved by the Competent Authorities, who may, in special cases, authorize that the respective contributions by the producers of the two countries vary from ten (10) to ninety (90) per cent.

2. In the event that the Israeli co-producer or the Indian co-producer is composed of several production companies, the contributions of each company shall not be less than five 5. per cent of the total budget of the co-production film.
3. In the event that a producer from a third country is authorized to participate in the co-production its contribution shall not be less than ten (10) per cent. In the event that the co-producer from a third country if composed of several production companies, the contribution of each company shall not be less than five 5. per cent of the total budget of the co-production film.

### Article 6

#### Film Negatives And Languages

1. The original sound track of each audio visual co-production shall be made in Hindi, or any other Indian languages or dialect, or in Hebrew, English, Arabic or the official language of the other contracting party, or in any combination of those permitted languages, up to creation of the first release print in the countries of the participating co-producers. Dialogue in other languages may be included in the audiovisual co-production, as the script requires.

2. The dubbing or subtitling into one of the permitted languages of the Republic of India or into the language of the State of Israel shall be carried out in the Republic of India, or in the State of Israel, respectively. Any departure from this principle must be approved by the competent authorities.

3. Where the co-production is made on film negative, the negative will be developed in a laboratory chosen mutually by the co-producers, and will be deposited therein, on an agreed name.

### Article 7

#### Producers Contribution

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

### Article 8

#### Temporary Entry Into The Country

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

### Article 9

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

### Article 10

1. If a co-produced film is marketed in a country that has quota regulations in regard to both the Parties,

it shall be included in the quota of the Country which is the majority co-producer. In the event that the contributions of the co-producer are equal the co-production shall be included in the quota of the country of which the direction of the co-production is a citizen or a permanent resident.

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

#### Article 11

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

#### Article 12

The Competent Authorities shall act in accordance with the Rules of Procedure appended in the Annex hereto, which constitute an integral part of the Agreement, but may, in a given case, jointly authorize co-producers to act in accordance with ad hoc rules, which they approve.

#### Article 13

##### Joint Commission

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

3. The members of the Joint Commission shall be agreed upon by the Parties through diplomatic channels.

#### Article 14

##### Amendment

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

#### Article 15

##### Settlement of Disputes

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

#### Article 16

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

1. This Agreement shall enter into force on the date of the second of the Diplomatic Notes by which the Parties notify each other that their internal legal procedures of its entry into force have been complied with.
2. This Agreement shall be valid for a period of five 5. years and shall automatically be extended for additional periods of five 5. years each, unless terminated by either Party by giving at least six 6. months written prior notice to the other Party of its intention to terminate the Agreement.
3. Termination of the present Agreement shall not affect the implementation of the projects, which are already in progress under the present Agreement and shall be continued in accordance with the terms and conditions of the Agreement.
4. The Annex of this Agreement shall be an integral part of this Agreement.
5. IN WITNESS WHEREOF, the undersigned being duly authorized thereto, by their respective Governments, have signed this Agreement.

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

For the Government of the Republic of India

For the Government of the State of Israel

## Annex

### Rules of Procedure

1. Applications for qualification of a film for co-production benefits must be filed concurrently with the Competent Authorities at last sixty (60) days prior to the commencement of shooting or key animation of the film.
2. The Competent Authorities shall notify each other of their decision regarding any such application for co-operation within thirty (30) days from the dated of submitting the complete documentation listed in the Annex to this Agreement
3. Applications must be accompanied by the following documents in Hebrew or English languages for the State of Israel and in the English language for the Republic of India –
  - (1) Final version of the script.
  - (2) Evidence of the lawful acquisition of the copyright necessary to a given co-production as a proof of license arrangements with respect to intellectual property rights, of any sort, including in particular copyright and neighboring rights (“neighboring rights” shall be understood as including, inter alia, moral rights, performers’ rights, phonogram producers’ rights and broadcasters’ rights), embodied in, or arising from, a co-production, to an extent sufficient for purpose of fulfilling the objectives of the co-production contract, including clearance arrangements for public performance, distribution, broadcast, making available by internet or otherwise, and sale or rental of physical or electronic copies of the co-production in the territories of the Parties’ home countries as well as in third countries, and including copyright and neighboring rights clearance with respect to any literary, dramatic, musical or artistic work which has been adapted by the applicant for purposes of the co-production;
  - (3) A signed copy of a co-production contract concluded between co-producers, which should contain –
    - a. The title of the co-production, even if provisional;
    - b. The name of the writer or the person responsible for adapting the subject if it is drawn from literary source;
    - c. The name of the director (a safety clause is permitted for this replacement, if necessary, which is subject to the approval of the Competent Authorities);
    - d. A synopsis of the film;
    - e. The budget of the film;
    - f. The plan for financing the film, stating the financial input of the co-producers;
    - g. The financial undertaking of each producer

in respect of the percentage apportionment of expenditures with regard to development, elaboration, production and post-production costs up to the creation of the answer print.

- h. A clause defining distribution of revenue and profits including the sharing or pooling of markets;
- i. A clause describing participation of the co-producers in any costs which exceed the budget or in the benefits from any savings in the production cost;
- j. A clause for allocation of intellectual property rights in a co-production film, including ownership and licensing thereof.
- k. A clause in the contract must recognize that the approval of the film, entitling it to benefits under the agreement, does not obligate the Competent Authorities of either Party to permit the public screening of the film, Likewise, the contract must set out the conditions of a financial settlement between the co-producers in the event that the Competent Authorities of either Party refuse to permit the public screening of the film in either country or in third countries.
  - l. Breach of the co-production contract;
- m. A clause which requires the major co-producer to take out an insurance policy covering “all production risks” and “all production risks connected with original materials”;
- n. The date for commencement of shooting;
- o. The list of required equipment (technical, artistic or other) and personnel, including nationality of personnel and the roles to be played by the performers;
- p. The production schedule;
- q. A distribution agreement, if one has been concluded;
- r. The manner in which the co-production shall be entered in international festivals;
- s. Other provisions required by the Competent Authorities

### Important Provisions For Indian Party

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

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

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

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

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

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

#### **Concluding Provisions**

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

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

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

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

# ITALY

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

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

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

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

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

Have agreed as follows –

### Article 1

In this Agreement, unless the Agreement otherwise requires –

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

### Article 2

- i. The co-producers in either of the two countries shall satisfy themselves about each other's capability, including their professional knowledge, organizational capacity, financial backing and professional reputation.

- ii. The Government of India and Italy shall in no way be responsible or liable with regard to satisfaction of either of the co-producers.

### Article 3

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

### Article 4

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

### Article 5

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

### Article 6

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

either in India or Italy. Dubbing or subtitling in Indian languages should be performed in India and dubbing or subtitling in Italian in Italy and dubbing or subtitling in English could be performed in Italy or India depending upon the agreement between co-producers.

### Article 7

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

### Article 8

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

### Article 9

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

### Article 10

- i. The minority investment co-producer shall pay any balance outstanding on his contribution to the majority investment co-producer within sixty (60) days following delivery of all the materials required for the production of the version of the film in the language of the minority country. The majority investment co-producer will have the same obligations towards the minority investment co-producer.
- ii. Failure to meet this requirement shall entail the loss of benefit of the co-production. This requirement will invariably be reflected in the contract drawn up between the co-producers to enable projects to be recognised under this Agreement.

### Article 11

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

### Article 12

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

### Article 13

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

### Article 14

- i. In the event of presentation at international film festivals, and unless the co-producers agree otherwise, a co-production shall be entered by the country of the majority investment co-producer or, in the event of equal financial participation of the co-producers, by the country of which the director is a national.
- ii. Prizes, grants, incentives and other benefits awarded to the cinematographic or audio visual works may be shared between the co-producers, in accordance with what has been established in the co-production contract and in conformity with applicable laws in force.
- iii. All prizes which are not in cash form, such as honorable distinctions or trophies awarded by third countries, for cinematographic and audio visual works produced according to the norms established by this agreement, shall be kept in trust by the majority co-producer or according to terms established in the co-production contract I agreement.

#### Article 15

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

#### Article 16

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

#### Article 17

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

#### Article 18

- i. The present Agreement shall come into force when each Party has informed the other that its internal ratification procedures have been completed.
- ii. It shall be valid for a period of three (3) years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other Party gives written notice of termination six (6) months before the expiry date.

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

- iv. Done in two originals at Rome, this 13th Day of May 2005, each in Italian, English and Hindi language, all versions being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

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

For The Government of The Republic of India

For The Government of The Italian Republic

# REPUBLIC OF KOREA

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

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

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

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

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

And

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

HAVE AGREED as follows –

### Article 1

#### Definitions

For the purposes of this Agreement –

- a) “Audio-visual co-production” means an audio-visual work such as films, animations and broadcasting programmes made by one or more co-producer(s) of a Party in cooperation with one or more co-producer(s) of the other Party (or in the case of a third country co-production under Article 5, with one or more co-producer(s) of a third country) which is approved by the competent authorities of each Party. New forms of audio-visual co-productions shall be included in this Agreement by an exchange of notes between the Parties;
- b) “Film” means a series of images or of images and sound, including animation and documentary productions, produced in any format, which is intended to be shown in a cinema;
- c) “Co-producer” means a national or juridical person of Korea or a national or juridical person of India involved in the making of an audio-visual co-production, or, in relation to Article 5, a national or juridical person of a third country;
- d) “Juridical person” means any legal entity duly constituted or otherwise organized under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, joint venture,

sole proprietorship or association or society; and

e) “National” means –

- I. for India, a citizen of the Republic of India; and
- II. for Korea, a Korean as defined in Article 2 of the Constitution of Korea and its laws.

### Article 2

#### Approval of Audio-Visual Co-Productions

1. Applications for the making of an audio-visual co-production shall be submitted to the competent authorities of the Parties. The competent authorities may, subject to this Agreement and the laws and regulations of each Party, approve applications submitted to them prior to the commencement of the shooting for the making of an audio-visual co-production. Approvals granted by the competent authorities shall be in writing and may specify the conditions upon which the approval is granted.
2. When approving an audio-visual work as an audio-visual co-production, the competent authorities shall ensure that none of the co-producers shall be linked, directly or indirectly, through legal entities with common management, ownership or control, except to the extent that it is inherent in the making of the audio-visual co-production itself.
3. The competent authorities of the Parties may, to the extent possible under their laws and regulations, exchange all information concerning the approval, rejection, change or withdrawal of any application for the approval of an audio-visual co-production. In this context, the competent authorities of the Parties may ensure that an audio-visual work conforms to the provisions of this Agreement. Each competent authority, in deciding whether to approve or refuse an application, shall apply the relevant laws and regulations of that Party.
4. The competent authorities of the Parties may subject the audio-visual co-production to final approval upon completion of the audio-visual co-production and prior to its distribution.
5. The approval of an audio-visual work as an audio-visual co-production by the competent authorities, shall not bind the relevant authorities of either Party to permit the public exhibition or broadcast of the completed audio-visual co-production.

### Article 3

#### Entitlement to Benefits

1. An audio-visual co-production made in accordance with this Agreement shall be fully entitled to all the benefits which are or may be accorded to national audio-visual work by each Party under the laws and regulations of that Party.

2. Any benefits accorded to an audio-visual co-production by either Party shall be administered, including in respect of the co-producer that may apply for, receive, and dispose of such benefits in accordance with the laws and regulations of that Party.

### Article 4

#### Contributions

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

### Article 5

#### Third Country Co-Productions

1. Where either Party maintains with a third country an audio-visual co-production agreement (or arrangement of less-than-treaty status), the competent authorities of the Parties may approve an audio-visual work that is to be made in conjunction with one or more co-producer(s) from that third country as an audio-visual co-production under this Agreement provided that one or more co-producer(s) of Korea and one or more co-producer(s) of India are engaged in that audio-visual co-production.
2. In the case of paragraph 1, both the financial and creative contributions of one or more co-producer(s) of the third country shall, consistent with paragraph 1 of Article 4, account for at least 10 percent of the total financial and creative contribution to the co-produced audio-visual work.

### Article 6

#### Participation

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

b) in exceptional circumstances, the participation of restricted numbers of technical personnel from other countries.

### Article 7

#### Temporary Entry

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

### Article 8

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

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

### Article 9

#### Credits

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

### Article 10

#### Institutional Mechanism

##### Competent Authorities

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

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

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

#### Ad hoc Committee

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

### Article 11

#### Non-Application of Dispute Settlement Provisions

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

### Article 12

#### Entry into Force

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

### Article 13

#### Amendment

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

### Article 14

#### Duration and Termination

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

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

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

For the Government of the Republic of India

For the Government of the Republic of Korea

# NEW ZEALAND

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

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

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

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

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

HAVE AGREED as follows –

### Article 1

#### Definitions

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

### Article 2

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

1. A co-production film shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws.
2. Any benefits which may be granted within either Party in relation to a co-production film shall accrue to the co-producer who is permitted to claim those benefits in accordance with the legislation of that Party, subject to any other relevant international obligations.

### Article 3

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

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

### Article 4

#### Contributions

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

### Article 5

#### Third Country Co-Productions

1. Where either India or New Zealand maintains with a third country a film co-production agreement, the Competent Authorities may approve a project for a co-production film under this Agreement that is to be made in conjunction with a co-producer from that third country.

2. Approvals under this Article shall be limited to proposals in which the contribution of the third country co-producer is no greater than the lesser of the contributions of the New Zealand and India co-producers.

### Article 6

#### Participants

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

### Article 7

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

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

### Article 8

#### Location Shooting

1. Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out either in India or in New Zealand.
2. The Competent Authorities may approve location shooting in a country other than those of the participating co-producers if the script or action so requires and if technicians from India and New Zealand take part in the shooting.

3. Notwithstanding Article 6, where location shooting is approved in accordance with the present Article, citizens of the country in which location shooting takes place may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

### Article 9

#### Acknowledgements and Credits

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

### Article 10

#### Temporary Entry into the Country

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

### Article 11

#### Import of Equipment

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

### Article 12

#### Taxation

Notwithstanding any provision of this Agreement, for the purposes of taxation, laws in force in each of the two countries shall apply subject to the provisions of the Convention between the Government of New Zealand and the Government of the Republic of India for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income.

### Article 13

#### Permission for Public Exhibition

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

### Article 14

#### Balanced Contribution

1. While recognizing that the contributions of each co-producer in respect of an individual co-production film may not be balanced, the Parties shall attempt to ensure that an overall balance in the contributions

of each Party, with regard to both the artistic and technical personnel, including the cast, and with regard to the financial investment and facilities (studios, laboratories, and postproduction., is maintained over the duration of this Agreement.

2. The Joint Commission, established under Article 15, shall, as part of its role, carry out a review to see whether this balance has been maintained and, if this is not the case, shall take measures, which it considers necessary in order to re-establish such a balance.

#### Article 15

##### *Joint Commission*

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

#### Article 16

##### *Status of Annex*

1. The Annex to this Agreement constitutes an implementing arrangement in respect of this Agreement and shall be read in conjunction with the provisions of this Agreement.
2. Subject to paragraph 2 of Article 18, any modifications to the Annex shall be agreed by both the Competent Authorities, following consultations with the Joint Commission. No modifications to the Annex shall be in conflict with the provisions of this Agreement.
3. Modifications to the Annex shall be confirmed by both the Competent Authorities in writing and shall take effect on the date they specify.

#### Article 17

##### *Entry into Force*

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

#### Article 18

##### *Amendment*

1. Subject to paragraph 2 of this Article, this Agreement may be amended by written agreement between the two Parties through an exchange of diplomatic notes. Amendments shall take effect on the date specified in the notes.

2. Either Party may by diplomatic note notify the other of a change in its Competent Authority. The change shall take effect on the date specified in the notes.

#### Article 19

##### *Settlement of Disputes*

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

#### Article 20

##### *Duration and Termination*

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

#### Annex

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

1. The Competent Authorities for this Agreement between the Government of New Zealand and the Government of the Republic of India on Audio-Visual Co-Productions are the Ministry of Information and Broadcasting in the Republic of India and the New Zealand Film Commission (NZFC) in New Zealand.
2. The approval process under Article 3 of the Agreement will comprise two stages – Provisional Approval upon application and Final Approval upon completion of the film and prior to distribution.
3. Applications for Provisional Approval under Article 3 of the Agreement will be made simultaneously to both Competent Authorities at least sixty (60) days before shooting begins. The Competent Authorities will consult on whether to approve or decline an application within forty (40) days of the submission of the complete documentation as described in paragraph 4 below.
4. The following documentation/information (in English) needs to be submitted in support of an application –
  - a. The final script and synopsis;
  - b. The title of the co-production;
  - c. The name of the author of the script, or that of the adaptor if it is drawn from a literary source; necessary

permission for adapting the literary work into a film from the author/legal heirs may be attached;

- d. The name of the director (a substitution clause is permitted to provide for his/her replacement if necessary);
- e. The financing plan;
- f. A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
- g. The detailed budget identifying the expenses to be incurred by each country;
- h. Documentary proof of having legally acquired the rights to produce and exploit the co-production and that the copyright for the co-production has been legally acquired;
- i. A copy of the co-production contract signed by the two co-producers, that will –
  - 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 sub-paragraphs a. and b. hereof.
  9. Notwithstanding paragraph 8, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production undertaken under this Agreement will be as entitled as any other national production of the above-mentioned co-producing country to unrestricted entry into the importing country if that above-mentioned co-producing country so agrees.

# POLAND

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

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

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

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

Convinced that such exchange shall strengthen relations between both States;

Have agreed as follows –

### Article 1

1. For the purpose of this Agreement –

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

Nevertheless, such benefits shall be due only to co-producers from the State which confers these benefits.

### Article 2

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

### Article 3

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

### Article 4

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

### Article 5

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

### Article 6

1. Filming and animation work, including the storyboard, layout, key animation and in between as well as sound recording, should be carried out in the Republic of Poland or the Republic of India.
2. The filming of scenes in the open air or indoors may be performed in a third country if the screenplay or

plot requires it and if Polish and Indian technicians are involved in this work.

3. Laboratory processing shall be carried out in the Republic of Poland or the Republic of India, unless this is not possible for technical reasons. In such a case, the Competent Authorities may permit the laboratory processing to be carried out in a third country.

#### Article 7

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

#### Article 8

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

#### Article 9

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

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

#### Article 10

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

#### Article 11

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

#### Article 12

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

#### Article 13

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

the entity specified in the co-production contract or, in the absence thereof, by the majority co-producer.

#### Article 14

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

#### Article 15

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

#### Article 16

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

#### Article 17

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

#### Article 18

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

continue to be bound by the terms thereof until they are completed. If this Agreement expires or is terminated, its provisions will be applied to the division of revenues from completed co-productions.

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

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

For The Government of The Republic of India

For The Government of The Republic of Poland

#### Appendix

##### Procedures

##### General Provisions

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

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

1. Final version of the screenplay,
2. Evidence of the lawful acquisition of the copyright necessary to a given co-production,
3. A signed copy of a co-production contract concluded between co-producers, which should contain –
  - a) The title of the co-production,
  - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources,
  - c) The name of the director,
  - d) A synopsis,
  - e) A budget plan,
  - f) A financial plan, stating the financial input of the co-producers,
  - g) A clause defining the division of revenues and markets,

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

#### Important Provisions For Indian Party

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

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

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

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

filming is to take place in Jammu and Kashmir, north-eastern States and some border zones.

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

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

#### Concluding Provisions

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

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

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

# PORTUGAL

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

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

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

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

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

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

HAVE AGREED AS FOLLOWS

### Article 1

#### Definitions

In this Agreement, unless the Agreement otherwise requires –

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

### Article 2

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

1. An Approved Co-production shall be fully entitled to all the benefits which are or may be accorded

to national films by each of the Parties under their respective national laws.

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

### Article 3

#### Temporary Entry into the State

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

### Article 4

#### Participants

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

### Article 5

#### Contributions in Bilateral Co-production

1. As a general rule, the approved co-production status under this Agreement is granted to bilateral co-productions in which the contribution of the minority co-producer is not below 20% (twenty per cent) of the total cost of the film.

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

### Article 6

#### Conditions for obtaining Co-production status

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

### Article 7

#### Film Negatives and Languages

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

### Article 8

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

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

### Article 9

#### Balanced contribution

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

### Article 10

#### Joint Commission

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

### Article 11

#### Entry in International Film Festivals

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

### Article 12

#### Credits

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

## Article 13

### Amendment

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

## Article 14

### Settlement of Disputes

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

## Article 15

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

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

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

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

For the Republic of India

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

For the Portuguese Republic

(Carlos Pereira Marques)

Ambassador of Portugal to India

## ANNEXURE PROCEDURE

1. Applications for any benefits under this Agreement in aid of any co-production must be submitted simultaneously to the Competent Authorities at least sixty (60) days before filming begins. The Competent Authorities of the State of which the majority co-producer or another co-producer indicated by the co-producers is a citizen shall convey their decision to the Competent Authorities of the other State within thirty (30) days of the submission of the complete documentation listed below. Again within thirty (30) days, the Competent Authorities of the other State shall convey their decision to the Competent Authorities of the first State and to the co-producer appointed by the co-producers.
2. Applications should be supported by the following documents –
  - 2.1 Final version of the script;
  - 2.2 Evidence of the lawful acquisition of the copyright necessary to a given co-production;
  - 2.3 A signed copy of a co-production contract concluded between co-producers, which should contain –
    - a) The title of the co-production;
    - b) The name of the author of the screenplay or of the person who adapted the screenplay, if it is based on literary sources;
    - c) The name of the director;
    - d) A clause defining the division of revenues and markets;
    - e) A clause setting forth a share in the copyright in proportion to the input of individual co-producers;
    - f) A clause describing what to do if the budget is exceeded;
    - g) A clause describing the measures to be taken if one of the co-producers fails to provide the financial contribution agreed upon in the co-production contract;
    - h) A clause confirming that the acceptance of a co-production does not imply any production will be distributed in the States-Parties;
    - i) A clause obligating the majority co-producer to take out an insurance policy providing cover at least against “all production risks” and “all production risks connected with original materials.”
  - 2.4 A synopsis;
  - 2.5 A financial plan, stating the financial input of the co-producers;
  - 2.6 Indication of the date on which principal photography commences and planned production and postproduction calendar;

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

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

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

### Common Provisions

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

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

1. Each application addressed to the Indian Ministry of Information and Broadcasting (MIB), should be accompanied by four copies of the screenplay and film synopsis together with a processing fee of US\$ 225 payable to Pay & Accounts Officer, Ministry of Information and Broadcasting or for the amount as may be revised from time to time.
2. If the film is to be shot wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the Portuguese Republic and Ministry of Information and Broadcasting with the following information
  - (a) Details of any non-Indian members of the film crew: names, passport numbers and expiry dates, State which issued the passport, nationality, permanent and temporary address;
  - (b) An accurate description of the shooting locations and the film crew’s travel plans;
  - (c) A description of the cinematographic equipment and quantity of film to be brought in to the Republic of India temporarily.
3. Within three weeks of receipt of the required set of documents, the Ministry of Information and Broadcasting will send the appropriate filming permit to all co-producers and the Competent Authorities

in the other State. A longer period for issuing the filming permit may be required if filming is to take place in some restricted areas.

4. If it is necessary to obtain assistance from the Ministry of Defence, Ministry of Culture, etc. separate agreements may have to be concluded with these Ministries. Requests for such assistance may be submitted via the Ministry of Information and Broadcasting.
5. If the film portrays a person, permission by this person or his/her legal heir is required and copy of the permission should be attached to the screenplay.
6. Each film for whose production the assistance of the Armed Forces has been obtained must be presented to the Ministry of Defence in order to obtain permission for its distribution.
7. In particular cases, a film may have to be presented to a representative of the Government of the Republic of India or to the Indian Embassy in the Portuguese Republic before it can be shown anywhere in the world. Also in particular cases, a liaison officer may be assigned to a film crew at the expense of the Government of the Republic of India.

# RUSSIA

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

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

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

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

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

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

Have agreed as follows –

### Article 1

For the purposes of this Agreement the following definitions mean –

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

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

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

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

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

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

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

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

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

### Article 2

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

### Article 3

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

### Article 4

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

### Article 5

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

## Article 6

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

## Article 7

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

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

## Article 8

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

## Article 9

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

## Article 10

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

## Article 11

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

## Article 12

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

## Article 13

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

## Article 14

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

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

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

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

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

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

# SPAIN

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

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

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

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

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

Have agreed as follows –

### Article 1

In this Agreement, unless the Agreement otherwise requires –

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

### Article 2

1. The co-producer in either of the two countries shall satisfy themselves about each other’s capability, including their professional knowledge,

organizational capability, financial backing and professional reputation.

2. The Parties shall in no way be responsible or liable with regard to credentials of either of the co-producers.

### Article 3

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

### Article 4

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

The contribution by a minority co-producer will include participation of at least two actors and a head of Department in addition to an author (author means director or screenwriter or photography director or music composer).
3. Both the financial contribution and the participation of each of the co-producers in the performing, technical, artistic and creative tasks shall represent at least 20% (twenty percent) of the budget in making the co-production films.
4. As an exception to the contribution rules stated in paragraph 1 & 2 of this Article, both Competent Authorities shall be able to grant approval to the co-production projects known as “financial co-

productions” in which the contribution of one of the co-producers is limited to only financing, in which case financial contribution shall be no greater than 25% (twenty five percent) nor less than 10% (ten percent) of the total cost of the film.

#### Article 5

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

#### Article 6

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

#### Article 7

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

#### Article 8

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

be authorized by the Competent Authorities of both countries.

#### Article 9

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

#### Article 10

1. The co-production film and the promotional material associated with it shall include certain credit titles stating that the film is a “Co-production between India and Spain” or a “Co-production between Spain and India” or, when appropriate credit titles reflecting the participation of India, Spain and the country of a third co-producer.
2. Prizes, grants, incentives and other benefits awarded to the co-produced work may be shared between the co-producers, in accordance with what has been established in the co-production contract and in conformity with applicable laws in force.
3. All prizes, which are not in cash form, such as honorable distinctions or trophies awarded by third countries, for co-produced work produced according to the norms established by this agreement, shall be kept in trust by the majority co-producer or according to terms established in the co-production contract/agreement.

#### Article 11

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

2. Notwithstanding paragraph 1, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production undertaken under this Agreement will be as entitled as any other national production of the above-mentioned co-producing country to unrestricted entry into the importing country if that above-mentioned co-producing country so agrees.

#### Article 12

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

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

#### Article 13

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

#### Article 14

1. There shall exist a Joint Commission composed of representatives of the Parties, including the Competent Authorities and representatives of the industry.
2. The role of the Joint Commission shall consist of supervising and reviewing the application of this Agreement, making any proposal that is amended necessarily for improving the effect of this Agreement and modifying the appendix hitherto as appropriate.
3. The Joint Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties, within six months of such a request.

#### Article 15

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

#### Article 16

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

#### Article 17

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

#### Article 18

1. This Agreement including the Annex, which forms an integral part of this Agreement, shall remain in force unless terminated in terms of paragraph (2).

2. Either Party may terminate this Agreement by giving six months’ written notice in advance of such intention to the other Party through the diplomatic channel.
3. Notwithstanding the provisions of paragraph 1 of this Clause, this Agreement shall continue in force with regard to any co-production film that has received approval from the Competent Authorities and which has not yet been completed prior to its termination.

#### Annex

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

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

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

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

The contract must contain the following information –

1. The title of the film.
2. The identification of the contracting producers;
3. The full name of the author of the script, or of the adaptor if it is based on a literary source (necessary permission for adapting the literary work into a film from the author/legal heirs shall be attached);
4. The full name of the director.
5. A budget reflecting the percentage of each producer’s participation which must correspond to the financial assessment of their technical and artistic contributions and breakdown of costs by county;
6. Financial Plan;
7. A clause establishing how markets and any type of receipts will be shared;
8. A clause detailing the respective participation of the co-producers if the costs are higher or lower than anticipated. In principle, such participation shall be proportionate to their respective contributions;
9. Probable date on which shooting will commence.
10. A clause establishing how the royalties will be shared on a basis that is proportionate to the respective contributions of the co-producers;

- IV. A list of the creative, artistic and technical personnel, indicating their nationalities and the category of their work; in the case of the actors, their nationality and the roles that they will play, indicating the category and length of the roles;
- V. The production schedule, expressly indicating the approximate duration of shooting, the places where the film will be shot and the work plan;

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

The original contract may be modified when necessary, but any amendments must be submitted for approval to the Competent Authorities of the two countries, before the first print of the film is made. A co-producer may only be replaced in exceptional circumstances and with the consent of the Competent Authorities of the two countries.

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

# UNITED KINGDOM & NORTHERN IRELAND

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

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

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

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

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

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

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

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

Have agreed as follows –

### Article 1

#### Definitions

1. In this Agreement

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

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

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

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

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

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

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.

### Article 3

#### Benefits

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

2. Each Party shall permit, in accordance with their respective legislation, including, for the UK relevant European Community legislation, temporary import and export, free of import or export duties and taxes, of any equipment necessary for the production of an Approved Co-production.

3. Each Party shall permit any person employed in the making of promotion of an Approved Co-production to enter and remain in the UK and India, as the case may be, during the making or promotion of the film, subject to the requirement that they comply with the legislation relating to entry, residence and employment.

4. Each Party shall treat a film falling within paragraph 1. of this Article as a national film for the purposes of any benefits afforded in that country to national films.

5. The question of which Party may claim credit for an Approved Co-production as a national film at an International Film Festival shall be determined –

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

### Article 4

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

1. A film shall be eligible for the grant of Approved Co-production status even if production commenced before this Agreement entered into force, but only if –

a. The first day of principal photography of the film is no more than 18 months before the date on which the Agreement enters into force, and

b. Production of the film is completed after the date on which the Agreement enters into force.

2. An Approved Co-Production shall continue to be eligible to receive any benefits available under this Agreement on or after the date on which the Agreement ceases to have effect, but only if –

a. before that date, the Competent Authorities have given the film requisite approval for Approved Co-production status under Article 2.

b. its principal photography commenced before the date on which the Agreement ceases to have effect, and

c. production of the film is completed before the end of the period of twelve months commencing with the date on which the Agreement ceases to have effect.

### Article 5

#### Review and Amendment

1. The Parties shall keep the Agreement under review and, where they consider it appropriate to do so, may recommend that changes be made.

2. The Parties shall report to the other annually in writing on the current state of the Agreement.

3. The Parties may, at any time through an exchange of mutually agreed notes, make amendments to the Agreement.

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

### Article 6

#### International obligations

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

### Article 7

#### Entry into force

1. This Agreement shall enter into force as soon as the Parties have notified each other of the completion of their respective legal and constitutional procedures.

2. Either Party may terminate this Agreement at any time by giving at least 6 months' prior written notice to the other Party.

3. The Agreement shall cease to have effect on the expiry of the period of notice given under paragraph 2. of this Article.

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

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

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.

