

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 film-making facilities, a suitably skilled workforce and locations for filming;

Recognising that development of such potential will be to 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 films with national film status;

Desiring to encourage the making of films that reflect, enhance and convey the diversity of culture and heritage in both 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 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 2(2) 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 or 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 the undersigned, being duly authorised 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.



For the Government of the United
Kingdom of Great Britain and
Northern Ireland:



For the Government of the
Republic of India