

AGREEMENT

between the Government of the Republic of India and the Government of the Russian Federation on Cooperation 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 cooperation of January 28, 1993;

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

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

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

Have agreed as follows:

Article 1

For the purposes of this Agreement the following definitions mean:

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

"co-produced film" - film produced by co-producers from the Parties' States;

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

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

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

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

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

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

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

Article 2

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

Article 3

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

Article 4

1. Persons participating in the co-production of the co-produced film mentioned in paragraph 3.3 of Annexure refer to the following set of people:

- a) As for the Republic of India - natural persons who have Indian citizenship or permanent residence in the territory of the Republic of India, or legal entities, approved in compliance with the legislation of the Republic of India.
- b) As for the Russian Federation - natural persons who have Russian citizenship or permanent residence in the territory of the Russian Federation, or legal entities, approved in compliance with the legislation of the Russian Federation.

2. Persons that do not meet the conditions of sub-paragraphs "a" and "b" of paragraph 1 of this Article may participate in the co-production of the co-produced film in exceptional cases and taking into account the requirements associated with the film, in concurrence between the 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 favorable 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.