

**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 of 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**


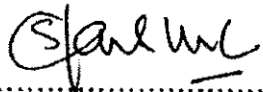
1. The present Agreement shall come into effect from the date of its signature and shall continue to be in force for 5 years, unless either Party terminates the present Agreement by giving a written notice of its intention to terminate it to the other Party at least six (6) months in advance and may 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 People's 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.

