

**AGREEMENT
ON
FILM CO- PRODUCTION
BETWEEN
THE GOVERNMENT OF THE 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 Authorities 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 in 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 in 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 languages 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 requires 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 contribution 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 is 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 audio visual 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 audio-visual 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 distribute 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 director 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 this 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 Agreement or of the appended Annex shall follow the same procedures 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 New Delhi on January 15 2018 which corresponds to the 28 of Tevet, 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.

A handwritten signature in blue ink, appearing to read "Danny Danon", written over a horizontal line.

**For the Government of the State of
Israel**

A handwritten signature in blue ink, appearing to read "S. Jaishankar", written over a horizontal line.

**For the Government of the
Republic of India**

ANNEX
RULES OF PROCEDURE

1. Applications for qualification of a film for co-production benefits must be filed concurrently with the Competent Authorities at least 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-production within thirty (30) days from the date of submitting the complete documentation listed in the Annex to this Agreement.
3. Applications must be accompanied by the following documents in the 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 purposes 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 his 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 undertakings 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.

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.

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