

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 the 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**