



**AUDIOVISUAL CO-PRODUCTION AGREEMENT  
BETWEEN  
THE REPUBLIC OF INDIA  
AND  
THE REPUBLIC OF AUSTRIA**

The Republic of India and the Republic of Austria (hereinafter referred to as the “the Parties”)

**seeking** to improve cooperation between the two countries in the audio-visual field.

**aware** of the contribution which co-production can make to the development of the audio-visual industry.

**desirous** of promoting and facilitating the co-production of films between the two countries, and the development of their cultural and economic exchanges.

**convinced** that these exchanges shall contribute to improving relations 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 or series including feature, documentary, and animation irrespective of length, for exploitations in cinemas, televisions commercial streaming platforms, jointly invested in and produced by co-producers made in accordance with the terms of recognition given by the competent authorities of The Republic of India and Republic of Austria 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
  - (a) On behalf of the Republic of India, Ministry of Information and Broadcasting; and
  - (b) On behalf of the Republic of Austria, the Federal Ministry for Economy, Energy, and Tourism.
3. The term “co-producer” means a person who is a citizen of the Republic of India or the Republic of Austria, or a legal entity based in the territory of either State who is authorized to enter into co-production contracts with a view to organizing, carrying out and co-financing film production.

## **Article 2 – Recognition as a National Film and Entitlement to Benefits**

1. A co-production film or series 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 or series 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. For approved co-productions, each Party shall facilitate, as far as possible and in accordance with its domestic law in force:
  - (a) Entry into and temporary residence for up to six months in its territory for technical and artistic personnel of the other Party;
  - (b) The import and export from its territory of technical and other film making equipment and materials by producers of the other Party.

## Article 4 – Participants

1. The persons participating in the production of a film shall fulfil 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 Republic of Austria, they shall be –
    - i. Citizens of the Republic of Austria
    - ii. Nationals of a Member State of the European Union who enjoy freedom of movement
    - iii. for workers, or nationals of a country party to the Agreement on the European Economic Area of 2 May 1992 or
    - iv. Third-country nationals or stateless persons who, according to national legislation, are entitled to stay permanently in Austria, as well as persons qualifying for asylum; these persons must hold corresponding (residence) permits entitling them to take up work in the Republic of Austria according to national laws.
2. Participants in the co-production must at all times throughout the production comply with the conditions defined in sub paragraphs (a) and (b).
3. Should the film so require, the participation of professionals who do not fulfil the requirements provided by paragraph 1 may be permitted, but only in exceptional circumstances, and subject to the approval of the Competent Authorities of the Parties.

## Article 5 – Contribution

1. Notwithstanding the provisions of this Agreement and in the interest of bilateral co-productions, even those films which are produced in one of the Parties and where the minority contribution is limited to financial investment, may be granted co- production status according to this 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.
2. Subject to the specific conditions and limits laid down in laws and regulations in force in the territory of 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 6 – Conditions for obtaining co-production status

1. Co-productions shall require, prior to the commencement of shooting, approval of the Competent Authorities of the Parties.
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, ownership or control, save to the extent that such links are inherent in the making of the Audio-visual co-production itself.
3. In considering proposals for the making of an Audio-Visual co-production, both Competent Authorities shall apply the rules and principles set out in this Agreement as well as in its Annexes, with due regard to their respective policies and guidelines.
4. The Annexes 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 Annexes shall include provision as to the criteria for measuring mutual benefits.
6. 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.
7. 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.
8. 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.
9. 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 Audio-visual co-production shall be made in Hindi, or any other Indian language or dialect, or in German, or in English or in any combination of those permitted languages. 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 Republic of Austria shall be carried out in the Republic of India, or in the Republic of Austria. 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**

1. 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 post-production).
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 an equal number of 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 six 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.
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**

1. 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-Austrian co-production” or “an official Austrian-Indian co-production” or where relevant a credit which reflects the participation of the other Party.

## **Article 13 – Amendment**

1. 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**

1. 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 enter into force on the first day of the second (2) month following the month in which the Parties have informed each other through diplomatic channels that all requirements for the entry into force of this Agreement as stipulated by their respective national laws have been met.
2. The present Agreement shall continue to be in force, unless either Party terminates the present Agreement by giving a written notice, through diplomatic channels, of its intention to terminate it to the other Party at least six (6) months in advance.
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 Annexes 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.

Done at New Delhi on ..... 2026 in two originals, each in German, Hindi and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For the Republic of India

For the Republic of Austria

# Annexes

## Rules of 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 Party 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 Party within thirty (30) days of the submission of the complete documentation listed below. Again within thirty (30) days, the Competent Authorities of the other Party shall convey their decision to the Competent Authorities of the first Party and to the co- producer designated by the co-producers.

Applications should be supported by the following documents:

1. Final version of the script.
2. Evidence of the lawful acquisition of the copyright necessary for 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 by
  - (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,
  - (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 States- Parties,
  - (m) A clause obliging 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.

4. A list of creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play.
5. The distribution agreement, if such an agreement has already been concluded.
6. A detailed budget, showing the expenditure to be incurred by co-producers in each State.

## 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 in wholly or partly in the Republic of India, the co-producers must provide the Indian Embassy in the Republic of Austria 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 films 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 Republic of Austria. 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 depend 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 Defense, Ministry of Culture, etc. separate agreements may have to be concluded with these Ministries. Requests for 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 Defense 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 Republic of Austria 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-producers 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.