

AGREEMENT FOR PROMOTING AND SUPPORTING INDIAN PRODUCTION OF FILMS, TELEVISION PROGRAMMES AND AUDIOVISUALS IN BASILICATA, ITALY

"NAMASTE INDIA"

Between

THE LUCANA FILM COMMISSION

AND

THE FILM & TELEVISION PRODUCERS GUILD OF INDIA LTD.

Date 29.07.2017 at Maratea, address, Piazza del Gesù – 85046 Maratea

BETWEEN

LUCANA FILM COMMISSION, with legal office in Matera, Via Madonna delle Virtù, snc, 75100 – Matera (MT) represented by Luigi Di Gianni, in his capacity as President (hereinafter also "LFC")

And

THE FILM & TELEVISION PRODUCERS GUILD OF INDIA LTD. With Administrative office at 1003-04, 10th Floor, Sri Krishna, Fun Republic Lane, New Link Road, Andheri (West), Mumbai – 400 053. represented by Mr. Kulmeet Makkar, in his capacity as CEO (hereafter also "Guild")

Noted that the Basilicata Region and the General direction of Cinema General Direction (DG Cinema) of Ministry of Heritage and Cultural activities and Tourism (MIBACT) have signed an agreement to promote the project NAMASTE INDIA, on the 4th of July, 2017.

The LUCANA FILM COMMISSION and THE FILM & TELEVISION PRODUCERS GUILD OF INDIA Ltd are both defined by the Parties.

GIVEN THAT:

- THE "LUCANA FILM COMMISSION" FOUNDATION (LFC) born with the purpose of promoting and supporting the production of Italian and foreign cinema, television, audiovisual and advertising works in Basilicata. Its mission is to promote and enhance artistic and natural heritage, historical identity, the tradition of the local community, and the professional and technical skills with the aim of encouraging filmmakers to come in Basilicata. Lucana Film Commission provides services, information, logistical and organizational assistance and promotes agreements in order to facilitate and accelerate the procedures for obtaining authorizations and permissions for film productions. Moreover one of the prerogatives of the Foundation is to accompany local productions to festivals and to participate in the specialized national and international film markets with the goal of enhancing cultural diversity within the local community;
- THE "FILM & TELEVISION PRODUCERS GUILD OF INDIA Ltd." (Guild) is an autonomous non-profit entertainment trade body comprising of film & television industry stakeholders. The Guild assumes varied roles of significance in the paradigm of the Indian Film and Television industry such as being a principal negotiator with the Government on various critical issues, industry development, resolving intra and external trade disputes of the industry, cinema tourism, Co-productions, liaising with foreign delegations and arranging conclaves for the benefit of its members.

TAKING INTO ACCOUNT THAT:

- Promoting and encouraging the production of Indian films & television programmes in Basilicata will allow development of the region, thus becoming an important vehicle for cinema tourism by giving visibility to the beauty of the Basilicata landscapes with an endeavor to enhance tourists flow from India;
- The cooperation between LFC and Guild will also allow the networking of interpersonal and technical skills pertaining to the film & television industry, available in Basilicata, thus, boosting their progress;
- It is in the interest of the subscribers to start a mutually beneficial cooperation.

THE FOLLOWING IS AGREED.

Art. 1

Introduction

The introduction, the acts and provisions mentioned in it form an integral and essential part of this agreement and must be understood & fully reproduced here. The assumption of responsibility and mutually decided roles is considered a prerequisite for the implementation of the Agreement. The signatories of this agreement undertake to help achieve the stated objectives, according to the responsibilities assigned to each of them and in particular, for attainment of the expected results, observe the criterion of diligence to overcome any unforeseen difficulties that may occur, also referring to the preparatory activities for the implementation phase of the preset programs in the relevant acts approved or to be approved.

Art. 2

Principle of fair cooperation

Subscribing parties undertake to implement this Agreement in a spirit of fair cooperation, aimed at achieving the objectives through the use of practically feasible solutions that achieve a judicious balance between all the interests involved, avoiding direct positions that preliminarily aim at the exclusive protection of individual interests, of which each party is entrusted with.

Art. 3

Finality

The parties agree to define, launch and support a process aimed at promoting Indian cinematographic works, television and audiovisuals in Basilicata.

Art. 4

Commitments of the parties

LFC is committed to ensuring free services for film & television content produced by Guild member producers, facilitated and authorised by Guild and to be shot in Basilicata, such as:

- Location scouting;
- Database of professionals / actors / companies/ line producers;
- Support for logistics and technical solutions;
- Preliminary information about logistical / bureaucratic issues;
- Surveys;
- Liaisoning with local authorities;
- Request for authorizations;
- Support (if sought by Guild member producers) for organization of cast;
- Facilities for accommodation and transport;
- Promotion on regional communication channels;
- Boarding and lodging of employees for regional shooting in Basilicata, within the limits and in the manner defined in the operational annual plans specified in the following article.

At the same time, LFC also agrees to implement a specific incentive policy for Guild member production houses that will develop film & television productions in Basilicata and to promote those made both during the Lucana Film Festival and in any other event which they are interested in.

Guild will only act as a gateway/guiding force to create an enabling environment for its member producers as follows:

- Identify and define locations in the Basilicata regional territory to be used for film & television productions;
- Shooting of film & television productions in the Basilicata Region;
- promotion of locations of their films in India which were shot in Basilicata.

The Parties eventually undertake to work towards jointly building a digital platform funded by LFC to incentivize professional outlook/approach in the staff/officials of Basilicata to be beneficial for productions of Guild member producers' exclusive to this agreement.

Art. 5

Implementation and funding methods

This Agreement will be subject to Annual Operating Plans that will be defined by LFC in consultation with Guild, within the first two months of each annuity.

Specifically, the Annual Plan shall include modalities/formalities listing:

- The activities to be carried out;
- The time schedule to develop the activities;
- The human resources to be employed by LFC ;
- The financial resources to be deployed by LFC;
- The monitoring and evaluation plan.

Art. 6

Duration

This agreement will last three years; the consent of both parties and the signing of a new agreement is essential for a possible renewal on expiry of three years from date of signing.

Art. 7

Exclusivity clause

The LFC is committed to use, for the production of Indian films & television programmes, only for the producers as recommended by Guild.

Art. 8


Resolution and Arbitration procedures

This agreement is signed under good faith without any financial and legal obligations of each party towards others. Disputes however, if occur because of or depending on the compliance, interpretation and execution of this Agreement, if the parties fail to overcome amicably, will be resolved by an Arbitration Board constituting equal representation from LFC & Guild.

Each Party will appoint the arbitrator of its competence in the request for arbitration or in the act of resistance to the request. The adjudication of the Arbitration Board will be final and binding on both LFC and Guild without any financial obligation and monetary compensation or damages.

For LUCANA FILM COMMISSION

(President Luigi Di Gianni)



For THE FILM & TELEVISION PRODUCERS GUILD OF INDIA Ltd.

(Ch. Kulmeet Makkar)