



AUDIO VISUAL CO-PRODUCTION AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE GOVERNMENT OF THE REPUBLIC OF INDIA

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**AUDIO VISUAL CO-PRODUCTION AGREEMENT
BETWEEN
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AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Communications and **THE GOVERNMENT OF THE REPUBLIC OF INDIA** as represented by the Ministry of Information and Broadcasting (hereinafter referred to singularly as the "Party" and collectively as the "Parties"),

SEEKING to enhance co-operation between the two countries in the area of audio visual and to facilitate the cultural, creative and economic exchanges between the two countries;

DESIROUS to expand and facilitate the co-production of audio visuals which may be beneficial to the audio visual industries of both countries;

DESIROUS that the audio visual industries of the two countries to share the risk and cost of productions, whilst increasing the output of high quality productions; and

CONVINCED that these exchanges shall contribute to the enhancement of relations between the two countries.

HAVE AGREED as follows:

**ARTICLE I
DEFINITIONS**

- (a) "Audio Visual" means any aggregate of images, or of images and sounds, embodied in any material and post-production work, but does not include an item which is outside the scope of the laws and regulations of either Party;
- (b) "Audio Visual Co-Production" means an audio visual made by one or more Co-Producers of a Party with one or more Co-Producers of the other Party (or in the

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case of a third country co-production under Article V (Third Country Co-Production), with a Third Country Co-Producer) and approved by the Competent Authorities;

- (c) "Competent Authority" means the authority designated as such by each Party as described in paragraph 2 of Article II;
- (d) "Co-Producer" means the Indian Legal Entity or the Malaysian Legal Entity participating in the making of an Audio Visual Co-Production;
- (e) "Joint Commission" means the commission established under Article XVIII of this Agreement;
- (f) "Legal Entity" means any entity duly constituted or otherwise organised under the applicable domestic law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporations, trusts, partnerships, joint ventures, sole proprietorships or associations;
- (g) "Nationals" means:
 - (i) in respect of India, citizens of the Republic of India; and
 - (ii) in respect of Malaysia, citizens or permanent residents in Malaysia; and
- (h) "Third Country Co-Producer" means a co-producer established outside of India or Malaysia as referred to in Article V of this Agreement and being a Legal Entity.

ARTICLE II COMPETENT AUTHORITIES

1. Each Party shall designate a Competent Authority responsible for the implementation of this Agreement. Either Party may change its designated Competent Authority by giving notice of the change to the other Party through diplomatic channels. The change in the Competent Authority shall take effect twenty-eight (28) days after the notice has been received.
2. The Competent Authorities responsible for the implementation of this Agreement on behalf of the Government of Malaysia shall be the Perbadanan Kemajuan Filem Nasional Malaysia (a statutory body under the purview of the Ministry of Communications and commonly known as FINAS) and on behalf of the Government of the Republic of India shall be the Ministry of Information and Broadcasting of India.

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3. The Competent Authorities may examine the implementation of this Agreement and consult with each other to resolve any difficulties arising out of its implementation.

ARTICLE III APPROVAL OF CO-PRODUCTIONS

1. Prior to the commencement of the making of an Audio Visual Co-Production, Co-Producers shall apply to their respective Competent Authorities for approval.
2. The Parties agree that the approval of an Audio Visual Co-Production under this Agreement is subject to the internal processes in force in the respective country of each Party.
3. The approval of an Audio Visual as an Audio Visual Co-Production under this Agreement by the Competent Authorities shall be granted in accordance with the provisions of this Agreement, including the Annexure.
4. When approving an Audio Visual as an Audio Visual Co-Production, each Competent Authority may stipulate additional conditions of approval, consistent with this Agreement, framed in order to ensure that:
 - (a) minimum financial and creative contributions are met;
 - (b) the creative contribution is in reasonable proportion to the financial contribution of each Co-Producer; and
 - (c) an overall balance is achieved in accordance with paragraph 1 of Article XVII (Balance).
5. The Competent Authorities may, subject to this Agreement, approve an application under this Agreement. Any approval granted by the Competent Authorities shall be in writing and shall specify the conditions upon which it is granted.
6. In the event that approval by both the Competent Authorities are not granted, the Audio Visual concerned shall not be approved under this Agreement.
7. The approval of an Audio Visual as an Audio Visual Co-Production by the Competent Authorities shall not bind the relevant authorities of either Party to permit the public exhibition of the resulting Audio Visual.

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**ARTICLE IV
CO-PRODUCER STATUS**

1. When approving an Audio Visual as an Audio Visual Co-Production, the Competent Authorities shall ensure that:
 - (a) none of the Co-Producers shall be linked to one another, either directly or indirectly, by common management, ownership or control, save to the extent that such common management is for the purposes of the making of the Audio Visual Co-Production itself;
 - (b) the Indian Co-Producer shall fulfil all conditions relating to status which would be required to be fulfilled, if that producer were the only producer, in order for the production to be eligible as an Indian Audio Visual under Indian laws; and
 - (c) the Malaysian Co-Producer shall fulfil all conditions relating to status which would be required to be fulfilled, if that producer were the only producer, in order for the production to be eligible as a Malaysian Audio Visual under Malaysian laws.

**ARTICLE V
THIRD COUNTRY CO-PRODUCTIONS**

1. Where an Audio Visual is made between Co-Producers of a Party and a Third Country Co-Producer under another Audio Visual Co-Production Agreement or other arrangement, the Competent Authorities may jointly approve such Audio Visual as an Audio Visual Co-Production under this Agreement, provided that there is a Co-Producer from each Party.
2. Any Third Country Co-Producer shall fulfil all conditions relating to status which would be required to be fulfilled to produce an Audio Visual under the terms of the Audio Visual Co-Production Agreement or other arrangement, in force between that Co-Producer's country and a Party.

**ARTICLE VI
ENTITLEMENT TO BENEFITS**

1. An Audio Visual Co-Production shall be fully entitled to all benefits, including financial and other incentives, which are or may be accorded to national Audio Visual productions by each of the Parties under its respective domestic laws.

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2. Any subsidies, tax incentives, or other financial incentives which may be granted by either Party in relation to an Audio Visual Co-Production shall accrue to the Co-Producer who is permitted to claim those benefits in accordance with the internal laws, rules, regulations and policies in force from time to time of that Party.
3. Such subsidies, tax incentives or other financial incentives may not be assigned or disposed of except to or for:
 - (a) the benefit of a Legal Entity or National of that Co-Producer's country;
or
 - (b) in the case of a Co-Production with the Third Country Co-Producer under Article V (Third Country Co-Production), any individual or Legal Entity that falls within the relevant scope of the Audio Visual Co-Production agreement or other arrangement referred to in that Article,

and any such assignment shall take place only where it is permitted by the law of the relevant Party and, where applicable, it is approved by its respective national agency.

ARTICLE VII IMMIGRATION FACILITATION

Subject to their legislation and regulations in force from time to time, the Parties shall facilitate the entry into and temporary stay in their respective territories of the creative and technical personnel and the performers engaged by the Co-Producer of the other Party, or in the case of a third country co-production under Article V (Third Country Co-Productions), individuals that fall within the relevant scope of the Audio Visual Co-Production agreement or other arrangement referred to in that Article, for the purpose of producing the Audio Visual Co-Production.

ARTICLE VIII IMPORT OF EQUIPMENT

Subject to their legislation and regulations in force from time to time, the Parties shall permit the temporary entry and re-export of any equipment necessary for the purpose of producing the Audio Visual Co-Production, free of import duties and taxes.

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ARTICLE IX CONTRIBUTIONS

1. The total contribution for the Audio Visual Co-Production shall comprise both financial and creative contributions. Each Co-Producer shall contribute not less than twenty per cent (20%) of the total financial and creative contributions.
2. The performing, technical and craft contribution (being the "creative" contribution) of each Co-Producer to an Audio Visual Co-Production shall be in reasonable proportion to that Co-Producer's financial contribution.

ARTICLE X LOCATION FILMING

The Competent Authorities shall have the power to approve an application for location filming by the Co-Producers in a country other than the countries of the participating Co-Producers.

ARTICLE XI PARTICIPATION

1. Subject to the remaining paragraphs of this Article, individuals participating in the making of an Audio Visual Co-Production shall be Nationals of either Party or in the case of a Third Country Co-Producer under Article V (Third Country Co-Productions), individuals that fall within the relevant scope of the Audio Visual Co-Production agreement or other arrangement referred to in that Article.
2. Performers who are citizens or permanent residents of countries other than the participating co-production countries may be engaged in the Audio Visual Co-Production –
 - (a) where the Competent Authorities are satisfied that there are exceptional circumstances; or
 - (b) where script or financing of an Audio Visual Co-Production dictates their participation.
3. Where the Competent Authorities have approved location filming in a country other than that of the participating co-production countries in accordance with this Article, citizens or permanent residents of that country may be employed where reasonably necessary in minor roles, or as crowd artists, or may perform other services necessary for the location work to be undertaken.

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4. The Competent Authorities may approve the participation of restricted numbers of technical personnel who are citizens or permanent residents of countries other than the participating co-production countries in accordance with this Article where the Competent Authorities are satisfied that the relevant technical expertise is not available in the Co-Producers' countries at the time the relevant Audio Visual Co-Production is to be made.
5. A screenwriter who is a citizen or a permanent resident of a country other than the participating Co-Production countries in accordance with this Article who makes a minor contribution to the screenplay of an Audio Visual Co-Production and who does not receive a writer's credit shall not be considered to have participated in the making of the Audio Visual Co-Production within the meaning of paragraph 1 of this Article.
6. Participants in the Audio Visual Co-Production defined as Nationals must throughout the duration of the Audio Visual Co-Production retain their national status, and may not acquire or lose such status at any point during the course of production activity.

ARTICLE XII SOUNDTRACK AND FOOTAGE

1. Unless otherwise mutually decided by the Competent Authorities, the original soundtrack of each Audio Visual Co-Production shall be made in the official language or any commonly used languages, of either Party, or where there is a Third Country Co-Producer, in one of the official languages or any commonly used languages, of that third country, or in any combination of those languages.
2. The original soundtrack of each Audio Visual Co-Production shall be made in India and/or Malaysia and/or, where there is a Third Country Co-Producer, in that third country. Any departure from this principle must be approved by the Competent Authorities.
3. Unless otherwise mutually decided by the Competent Authorities of each Party, narration, dubbing or subtitling shall be permitted in any other agreed commonly used language or official language of either Party, or where there is a Third Country Co-Producer, in the official language or a commonly used language of that third country. Any departure from this principle must be approved by the Competent Authorities.
4. Narration, dubbing and subtitling of each Audio Visual Co-Production shall take place in India and/or Malaysia and/or where there is a Third Country Co-

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Producer, in that third country. Any departure from this principle must be approved by the Competent Authorities.

5. Post release print dubbing into any other language may be carried out in a country other than the Co-Producers' countries.
6. The soundtrack may contain sections of dialogue in any language in so far as this is required by the script.
7. Unless otherwise approved by the Competent Authorities, any music specially composed for an Audio Visual Co-Production shall be composed by Nationals of a Party, or in the case of a Third Country Co-Producer, any individual that falls within the relevant scope of the audio visual co-production agreement or other arrangement referred to in that Article.
8. At least ninety per cent (90%) of the footage included in the Audio Visual Co-Production shall, unless otherwise approved by the Competent Authorities, be specially shot for that Audio Visual Co-Production.

ARTICLE XIII

MAKING UP TO FIRST-RELEASE PRINT OR DIGITAL EQUIVALENT

1. An Audio Visual Co-Production shall be made and processed up to the manufacture of the first release print or digital equivalent in India and/or Malaysia and/or, where there is a Third Country Co-Producer, in that third country. The majority of this work shall normally be carried out in the country of the Co-Producer which has made the major financial contribution. In the event that the financial contributions of the Co-Producers are equal, the location of the majority of the work shall be determined by agreement of the Co-Producers and approved by the Competent Authorities.
2. Re-voicing of Audio Visual Co-Productions may be carried out in India, Malaysia or, where there is a Third Country Co-Producer, in that Third Country Co-Producer's country.

ARTICLE XIV

WORKING CONDITIONS

To the extent possible, the Competent Authorities shall satisfy themselves that conditions of work in the making of an Audio Visual Co-Production under this Agreement in India and Malaysia are in broad terms comparable, and, in relation to each country, consistent with the standards generally prevailing in that country, and that in

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the event that location shooting of the Audio Visual Co-Production work takes place in a country other than India or Malaysia, conditions shall be, in broad terms, comparable.

ARTICLE XV ACKNOWLEDGEMENTS AND CREDITS

The Competent Authorities shall ensure that each Audio Visual Co-Production includes:

- (a) a credit indicating that the Audio Visual is either an "India-Malaysia co-production" or a "Malaysia-India co-production"; or
- (b) where relevant, a credit which reflects the participation of India, Malaysia and the country of the Third Country Co-Producer.

ARTICLE XVI TAXATION

Notwithstanding any other provision of this Agreement other than Article VI (Entitlement to Benefits), for the purposes of taxation, the domestic laws in force in each Party shall apply subject to the provisions of any tax treaty between the Parties.

ARTICLE XVII BALANCE

1. An overriding aim of this Agreement, as monitored by the Competent Authorities, shall be to ensure that an overall balance is achieved between the Parties with respect to:
 - (a) the contribution of each Co-Producer to the production costs of all Audio Visual Co-Productions;
 - (b) the usage of studios and laboratories;
 - (c) the employment of all performing, craft and technical personnel, measured on a straight head count basis; and
 - (d) the participation in each of the major performing craft and technical categories and in particular, that of the writer, director and lead cast.

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2. The Joint Commission shall carry out a review to determine whether this balance has been maintained and, if it has not, shall take such measures as it considers necessary to re-establish the balance.

ARTICLE XVIII JOINT COMMISSION

1. The Joint Commission shall comprise representatives from the Governments of both Parties and from the Audio Visual 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 Party within six (6) months of such request.

ARTICLE XIX ENTRY IN INTERNATIONAL FILM FESTIVALS

1. The majority Co-Producer shall be entitled to enter the co-produced Audio Visual in international festivals.
2. Audio Visuals produced on the basis of equal contributions shall be entered as an Audio Visual of the country of which the director is a National, provided that the director is not from a third country in which case the Audio Visual shall be submitted as an Audio Visual of the country of which the lead actor is a National, subject to the agreement of the Competent Authorities of both Parties.

ARTICLE XX REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.
3. Such revision, modification or amendment shall come into force once the Parties have notified each other that their respective domestic requirements for entry into

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force of the revision, modification or amendment have been completed. In this regard, the revision, modification or amendment shall enter into force on the latter date of these two notifications.

4. Any revision, modification or amendment shall not prejudice the rights and obligations of either Party arising from or based on this Agreement, before or up to the date of such revision, modification or amendment.

ARTICLE XXI SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation, implementation or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE XXII PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any Audio Visual publication, promotion, advertising and/or screening is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights and the rights of access to and the use of copyright works in respect of the filming and/or production of an Audio Visual, carried out—
 - (a) jointly by the Parties or through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by the Party or through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

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**ARTICLE XXIII
CONFIDENTIALITY**

1. Other than regarding information in the public domain, each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data in any form received or supplied to the other Party during the period of implementation of this Agreement or any other agreements made pursuant to this Agreement.
2. Each Party shall ensure that the processing, treatment, recording, distribution and transmission of any documents, information and other data under this Agreement shall be consistent with international law as well as the domestic laws of Malaysia and India respectively.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

**ARTICLE XXIV
SUSPENSION**

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.
2. During the suspension period, both Parties shall continue to perform its obligations under this Agreement which is not affected by the reason for the suspension.
3. In the event a suspension under this Article continues for a period exceeding three (3) months, the Parties shall then discuss whether to mutually terminate the Agreement or to extend the suspension for a further period to be agreed upon. If the conditions for which suspension had been invoked by a Party cannot be alleviated upon the expiry of the extended period, the Parties shall then mutually terminate this Agreement.

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**ARTICLE XXV
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement shall come into force on the date on which written notifications have been received by both Parties, through diplomatic channels, that their respective domestic requirements for the coming into force of this Agreement have been finalised. In this regard, this Agreement shall come into force on the latter date of these two notifications.
2. This Agreement shall remain in force for a period of three (3) years from the date of its entry into force. Thereafter, it shall be automatically extended for a further period of three (3) years.
3. Either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.
4. Notwithstanding such termination, this Agreement shall continue as if in force in respect of any Audio Visual Co-Production approved by the Competent Authorities which are yet to be completed at termination until such Audio Visual Co-Production is completed.

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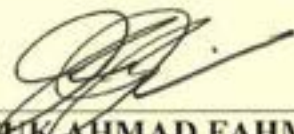
**ARTICLE XXVI
ANNEXURE**

The Annexure of this Agreement shall be an integral part of this Agreement.

IN WITNESS WHERE OF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at *Malaysia*... on this.....*8*..... day of *February*... in the year 2026, in two (2) original texts in English language, with both texts having equal validity.

**FOR THE GOVERNMENT OF
MALAYSIA**



**DATUK AHMAD FAHMI
MOHAMED FADZIL
MINISTER OF
COMMUNICATIONS**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA**



**SHRI ASHWINI VAISHNAW
MINISTER OF INFORMATION
AND BROADCASTING**

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ANNEXURE

RULES OF PROCEDURES

1. **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 Authority of the country of which the majority Co-Producer or other co-producer indicated by the co-producers or nationals shall communicate their decision to the Competent Authority of the other country within thirty (30) days of the submission of the complete documentation listed below. Within thirty (30) days, the Competent Authority of the other country shall communicate their decision to the Competent Authorities of the first State and to the co-producer designated by the co-producers.

2. **Application procedure for Audio Visual Co-Production**
 - (a) The Competent Authorities will access applications for Audio Visual Co-Production as well as documentation required in accordance with this Agreement and –
 - (i) for India, the procedures as stipulated in Sub-Annexure A, in force from time to time; and
 - (ii) for Malaysia, the procedures as stipulated and accessible at the following link: <https://www.filminmalaysia.com/incentives/co-production-treaty/>, in force from time to time.
 - (b) The procedures as referred to in paragraph (a) shall be subjected to amendments and revision and further subject to the internal laws, rules, regulations and policies in force from time to time.
 - (c) The Competent Authorities may request any additional documents or information which they consider essential for examination of the request for co-production.
 - (d) The final script (with script) must be submitted to the Competent Authorities before the start of filming.
 - (e) Modifications, including a change of Co-Producer, may be made to the original co-production contract. However, any modification must be submitted to the Competent Authorities for approval before the Audio Visual Co-Production is completed. Switching co-producers shall only be permitted in exceptional circumstances, and for reasons considered satisfactory by the Competent Authorities. The Competent Authorities shall inform each other of the decisions they have taken.

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Sub-Annexure A (For Indian Co-Producer)

Such applications must be accompanied by the following documentation in the language of the country concerned:

1. Final version of the script;
2. Proof of the legal acquisition of the copyright necessary for a given co-production;
3. Script and synopsis;
4. A signed copy of a co-production contract concluded between co-producers, which should contain:
 - (a) the title of the co-production;
 - (b) identification of contracting procedures;
 - (c) the name of the author of the script or of the person who adapted it, if based on literary sources;
 - (d) the name of the director;
 - (e) identification of the director, nationality and residence;
 - (f) a synopsis;
 - (g) a budget plan by items in the currency determined by the co-producers, reflecting the percentage of financial participation of each producer that must correspond to the financial valuation of their technical and artistic contributions;
 - (h) date for the start of filming and its completion;
 - (i) a clause that defines the division of revenues and markets;
 - (j) a clause providing for a share of copyright in proportion to the contribution of individual co-producers;
 - (k) a clause describing what to do if the budget is exceeded;
 - (l) a clause describing the measures to be taken in the event that one of the co-producers fails to full fill its obligations;
 - (m) a clause setting out the rules governing financial settlements if a co-producer does not provide the financial contribution agreed in the co-production contract;
 - (n) list of creative and technical staff indicating nationality and category of their work, and in the case of artists, nationality, roles to be played, category and duration thereof;
 - (o) a clause confirming that the acceptance of a co-production does not involve any production shall be distributed in the states parties;
 - (p) a clause obliging the majority co-producer to take out an insurance policy covering at least against "all production risks" and "all production risks related to the original materials";
 - (q) production scheduling, location and work plan; and
 - (r) any changes to the original contract must be notified to the competent authorities of each co-producer country;
5. The distribution contract, if such an agreement has been already been concluded; and

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6. A detailed budget, showing the expenses to be incurred by co-producers in each State.

IMPORTANT PROVISIONS FOR INDIAN PARTY

In addition, an application addressed to the Ministry of Information and Broadcasting (MIB) of India must be accompanied by four copies of the script and synopsis of the film, along with a processing fee of two hundred and twenty five United States Dollars (USD 225) payable to Payments & Accounts Officer, Ministry of Information & Broadcasting or such amount as may be revised from time to time.

If the film is to be shot in whole or in part in the Republic of India, the Co-Producers must provide the Embassy of India in Malaysia and the Ministry of Information & Broadcasting with the following information:

1. Details of any non-Indian members of the film crew: names, passport numbers and expiration dates, country that issued the passport, nationality, permanent and temporary address.
2. An accurate description of the filming locations and the travel plans of the films crew.
3. A description of the film equipment and the amount of film to temporarily introduced into the Republic of India.

Within three weeks of receipt of the required set of documents, the Ministry of Information & Broadcasting shall send the appropriate filming permit to all co-producers and the Malaysian Competent Authority. A longer period may be required to issue the filming permit if filming will take place in some restricted areas.

Permission to film in the Republic of India may depend on 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 must be attached to the script;
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 assistance may be submitted through the Ministry of Information & Broadcasting;
3. Each film for the production of which the assistance of the Armed Forces has been obtained must be submitted to the Ministry of Defence in order to obtain permission for distribution;
4. In particular cases, a film may have to be submitted to a representative of the Government of the Republic of India or to the Embassy of India in Malaysia. 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.