

AGREEMENT ON AUDIOVISUAL CO-PRODUCTION BETWEEN THE
GOVERNMENT OF THE ITALIAN REPUBLIC AND
THE CABINET OF MINISTERS OF THE KYRGYZ REPUBLIC

The Government of the Italian Republic and the Government of the Kyrgyz Republic, hereinafter referred to individually as a "Party" and collectively as the "Parties";

Seeking to improve cooperation between the two Countries in the audiovisual field and taking into account the possible contribution of joint production to the development of the audiovisual industry;

Seeking to promote the joint production of film and audiovisual works between the two countries and the development of their cultural and economic exchanges;

Expressing the conviction that these exchanges will contribute to the improvement of relations between the two States;

Have agreed on the following:

Article 1
Definitions

For the purposes of this Agreement:

1. "Co-production" means a film or audiovisual work, regardless of genre (fiction, documentary, animation), produced by one or more Italian co-producers and one or more Kyrgyz co-producers, on any medium and for its use in cinemas, on television, on the WEB, including future formats of diffusion and distribution, in compliance with the laws and regulations in force in each of the territories of the Parties.
2. "Co-producer" means an Italian or Kyrgyz film or an audiovisual production company or entity as defined by the national laws and regulations in force in each Country, who participates in the making of a co-production. The term "co-producer" may refer to multiple Italian or Kyrgyz film and/or audiovisual production companies.
3. The competent Authorities of the Parties under this Agreement are:
 - for the Government of the Italian Republic: the Ministry of Culture - Directorate general for Cinema and audiovisual;
 - for the Government of the Kyrgyz Republic: the Ministry of Culture, Information, Sports and Youth Policy.

Article 2
Recognition as a national work and the right to benefits

1. Each "co-production" is identified as a national work and is granted full access to all benefits provided for to national works in the Italian Republic and in the Kyrgyz Republic, in accordance with the national legislation of the respective Governments. These benefits accrue solely to the co-producer of the country that grants them.

2. The benefits referred to in paragraph 1 of this Article shall not be granted if the Italian co-producer and the Kyrgyz co-producer are linked by common management or control. An exception to this provision may only be allowed by mutual consent in writing of the competent Authorities.

Article 3
Recognition of a co-production

1. In order to acquire the recognition of the "co-production" of a work, the co-producers must submit request to their competent Authorities ensuring that the project complies with the principles set out in this Agreement.
2. In deciding on the prior or final approval of a co-production, the competent Authorities shall consult each other in order to ascertain the conformity of the co-production with the provisions of this Agreement and with the national laws and regulations in force in each country.
3. The applications submitted to obtain the co-production recognition referred to in paragraph 1 of this Article shall meet the requirements set out in the Rules of Procedure, defined in the Annex to this Agreement which is an integral part thereof.
4. In order to be entitled to the benefits of the co-production, the co-producers must document the existence of a good technical organization and a well-known reputation and professional qualification that allows them to carry out the production.

Article 4
Facilitating of mobility

1. Each Party facilitates, in accordance with the legislation in force in their States as well as, as regards Italy, with the European Union legislation in force, for the temporary importation and exportation of equipment necessary for the making and commercialization of co-productions.
2. In compliance with the legislation in force in their States as well as, as regards Italy, with the European Union legislation in force, the Parties facilitate the technical and artistic personnel participating in the "co-productions" to enter and reside in their territory for the purposes of the making of the co-production.

Article 5
Participation

1. Persons involved in the realization of the co-production shall be:
 - (a) as regards the Italian Republic:
 - (i) citizens of the Italian Republic;
 - (ii) citizens belonging to the European Economic Area;
 - (iii) foreign long-term residents in the Italian Republic, according to the laws and regulations in force therein;
 - (b) as regards the Kyrgyz Republic:
 - (i) citizens of Kyrgyz Republic;
 - (ii) foreign long-term residents in the Kyrgyz Republic, according to the laws and regulations in force therein.
2. If the co-production so requires, the participation of foreign creative, technical and artistic personnel as well as other staff of workers which does not meet the requirements set out in

paragraph 1 of this Article may be permitted but only in exceptional circumstances and subject to the approval of the competent Authorities of both Parties.

Article 6 Shooting

1. The filming in studios shall be done in studios located in the territory of one or the other Party or, in cases of multilateral co-productions, in one of the Countries under Article 9 of this Agreement. The exception to this provision can only be allowed after approval by the competent Authorities.
2. Outdoor or indoor shooting, in addition to studios, in countries other than those of the countries of the co-producers participating in the realization of the "co-production" can only be permitted with the prior mutual written consent of the competent Authorities if the script or the subject of the co-production so make it necessary.

Article 7 Contributions

1. The financial contribution of the co-producers of each country shall not be less than 20% (twenty percent) and not more than 80% (eighty percent) of the total cost of the co-production. The contribution of the co-producers shall include, in principle, a creative, technical and artistic participation in reasonable proportion to their financial contribution.
2. Derogations to the provisions of paragraph 1 of this Article shall be allowed by mutual consent in writing of the competent Authorities, provided that the financial contribution of each co-producer shall not be less than 10% (ten percent) and not more than 90% (ninety percent) of the total cost of the co-production.
3. If the Italian co-producer or the Kyrgyz co-producer aggregates two or more production companies or entities, the financial contribution of each company or entity shall not be less than 5% (five percent) of the total cost of the co-production.

Article 8 Master and languages

1. Each co-producer is the owner, in proportion to its financial contribution, of the master material of the co-production which shall be deposited, in joint name, in a jointly-decided laboratory/film archive located in the Italian Republic or in the Kyrgyz Republic. In exceptional cases, the use of a laboratory/film archive located in a third country may only be allowed by mutual written consent of the competent Authorities.
2. Every co-production shall have at least subtitling in the official languages of the Parties. Dialogue in other languages may be included if the script so requires.
3. Dubbing and subtitling shall be carried out in the countries of the participating co-producers, unless derogation granted by the competent Authorities of the Parties.

Article 9 Multilateral co-productions

1. The competent Authorities will consider the possibility to jointly approve the making of multilateral co-productions among Italian and Kyrgyz co-producers and co-producers from third

countries with which one or both Parties have concluded a film or audiovisual co-production Agreement, in compliance with the terms of this Agreement and the terms of the Agreements with third countries.

2. In cases of multilateral co-productions, the financial contribution of the co-producers of each country shall not be less than 10% (ten percent) and not more than 70% (seventy percent) of the total cost of the co-production. If a co-producer aggregates two or more production companies or entities, the financial contribution of each company or entity shall not be less than 5% (five percent) of the total cost of the co-production.

Article 10 Joint Commission

1. In order to verify the application of this Agreement, the Parties shall establish a Joint Commission, composed of officials from both countries and, where necessary, experts, including directors and producers of the Parties, chosen by their respective Authorities.
2. The Joint Commission verifies the existence of a general balance by examining the amount of investments of the co-producers and the technical, artistic and facilities participations. If the balance is not achieved, the Joint Commission establishes appropriate measures to be taken which must be submitted for approval to the competent Authorities of the two Countries.
3. The Joint Commission shall be held by electronics means at the request of any of the Parties, in particular in the event of significant changes occurring in the national legislation governing the film and audiovisual industry in one or the other country or in the event of difficulties in the application of this Agreement.

Article 11 Festivals

1. "Co-productions" under this Agreement are presented at international festivals, as a rule, by the co-producer who made a greater contribution.
2. Co-productions with equal participation shall be presented by the Party of which the director is a national. If the director is a citizen of a third country, the decision shall be regulated in the co-producers' contract and shall be approved by the competent Authorities of the two countries.

Article 12 Credits

The opening and closing credits, trailers, publications and promotional material of each co-production must indicate that it is an "Italian-Kyrgyz co-production" or a "Kyrgyz-Italian co-production" with the specification, if necessary, of the participation of other countries.

Article 13 Exportation

In the event that a co-production is exported to a country that imposes restrictions on the import of film and/or audiovisual works, it will be attributed to the quota:

- a) of the country of the majority co-producer;
- b) of the country of the co-producer that offers greater export possibilities if the financial participation

is equal;

- c) of the country of which the director is a citizen if difficulties arise in the application of the provisions referred to in letters a) and b) of this article.

Article 14
Settlement of disputes

1. Any disputes between the Parties that may arise in connection with the interpretation or application of the provisions of this Agreement shall be resolved, amicably, through consultations between the Parties.
2. Any disputes between co-producers shall be governed by the provisions set out in point 3, o) of the Annex to this Agreement.

Article 15
Obligations of the Parties

1. This Agreement shall be implemented in compliance with applicable international law and, as regards the Italian Party, with the obligations arising from Italy's membership of the European Union.
2. The Parties ensure that the information, documents and personal data exchanged between them will be used exclusively for the purpose provided for in this Agreement and will not be transferred to third Parties without the written consent of the Party that provided them.

Article 16
Final dispositions

1. This Agreement shall enter into force on the date of receipt of the last of the two written notifications by which the Parties shall have communicated each other the completion of their internal procedures necessary for its entry into force.
2. This Agreement shall remain in force for a period of 5 (five) years and shall be automatically renewed for further periods of 5 (five) years.
3. Each Party may notify the other of its intention to denounce this Agreement at least six (6) months before the intended date of expiration.
4. In the event of termination of this Agreement, its provisions continue to apply to "co-productions" in state of progress at the time of the termination of the Agreement and to co-productions already approved under this Agreement.
5. This Agreement may be amended by mutual consent of the Parties in writing. Such amendments shall enter into force in accordance with the procedures set out in paragraph 1 of this Article.
6. The Annex constitutes an integral part of this Agreement; it may be amended in writing by mutual consent of the Parties also through an exchange of Notes Verbales. The modifications shall enter into force on the date of signature or on the date of receipt of the second Note Verbale.

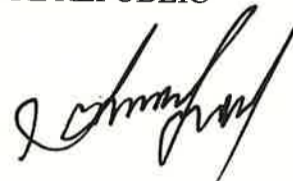
In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

Done at ROME on OCTOBER 3RD 2024 in two originals, each in the Italian, Kyrgyz, Russian and English languages, and all texts being equally authentic. In case of any divergence the text in English shall prevail.

FOR THE GOVERNMENT
OF THE ITALIAN REPUBLIC



FOR THE GOVERNMENT
OF THE KYRGYZ REPUBLIC



ANNEX
TO THE AGREEMENT ON AUDIOVISUAL CO-PRODUCTION
BETWEEN
THE GOVERNMENT OF THE ITALIAN REPUBLIC AND
THE GOVERNMENT OF THE KYRGYZ REPUBLIC

RULES OF PROCEDURE

Applications for recognition of co-productions under this Agreement shall be submitted to the respective competent Authorities before the beginning of the filming or of the main work on animation, if possible simultaneously.

Applications must be accompanied by the following documents, drawn up in Italian language for the Italian Republic and in Kyrgyz or Russian languages for the Kyrgyz Republic:

1. The final version of the script (any changes may only be admitted in exceptional cases).
2. A document proving the legal acquisition of ownership of the copyright for the production and use of the co-production.
3. A signed copy of the co-production contract between the co-producers, subject to the approval by the competent Authorities. This contract shall include:
 - a) the title of the co-production;
 - b) the name of the author of the subject or the adaptor in case of drawing from a literary sources;
 - c) full name of the director;
 - d) the detailed budget showing the costs to be incurred by each co-producer;
 - e) financial plan, indicating the financial contribution of the co-producers;
 - f) a clause defining the division of income and markets;
 - g) a clause establishing that the share in the copyright is in proportion to the contribution of individual co-producers;
 - h) the commitment of the co-producers to covering any over or under expenditure in proportion to their respective financial contributions;
 - i) a clause concerning the measures to adopt if one of the co-producers does not fulfill its obligations;
 - j) a clause establishing the rules governing financial settlements in the event that one of the co-producers cannot provide the financial contribution agreed in the co-production contract;
 - k) a clause requiring the majority co-producer to obtain an insurance policy covering at least "all production risks" and "all production risks associated with the original material";
 - l) the approximate date when shooting is to begin or of the main work on animation;
 - m) a clause recognizing that entitlement to benefits under the Agreement does not bind the relevant Authorities in either Party to permit the public exhibition of the co-production;



- n) a clause setting out the conditions of the financial settlement between the co-producers if the competent Authorities of one or other Party shall not grant approval of the application after examining the complete file;
 - o) a clause establishing the applicable procedure for resolving any dispute between co-producers that cannot be resolved amicably.
4. The distribution contract, where this has already been concluded.
 5. The shooting plan with accurate description of film locations.
 6. The synopsis.
 7. The list of the artistic and technical personnel indicating nationalities and roles and, in the case of performers, the roles they are to play.

The competent Authorities of both Parties may require in addition, any necessary complementary documents and details for the examination of an application for co-production.

Contractual modifications may be made to the original deposited co-production contract, subject to the approval of the competent Authorities of both Parties before finishing the co-production.

The replacement of a co-producer may only be admitted in exceptional cases for valid reasons recognized by the competent Authorities.

The competent Authorities shall inform each other about their decisions, attaching a copy of the documentation. As a rule, the competent Authority of the majority co-producer is the first to inform about its decision.

In examining each application for the recognition of a co-production, both competent Authorities shall ensure that their respective decision will be made in accordance with the national laws in force in each country as well as with the requirements set out in these Rules of Procedure.

Important Provisions for the Kyrgyz Party

An application sent to the competent Authority in the field of culture and information of the Kyrgyz Republic must be accompanied by four copies of the script and a synopsis of the film.

If the film is shot in whole or in part on the territory of the Kyrgyz Republic, the co-producers must submit the following documents to the Embassy of the Kyrgyz Republic in the Italian Republic and the authorized body in the field of culture and information of the Kyrgyz Republic:

- list of members of the film crew (including citizens of the Kyrgyz Republic and other countries - members of the film crew): names; passport numbers; the country that issued the passport; nationality; permanent and temporary address.
- Description of cinematographic equipment and materials that will be temporarily imported into the Kyrgyz Republic
 - If part of the shooting will take place in areas with limited access, the members of the crew shall obtain the permission to enter and film from the relevant authorized authorities. In this case, a copy of the permit must be attached. Requests for such permission must be submitted through the Kyrgyz competent Authority.