**CONTRACT FOR THE CO-PRODUCTION OF THE CINEMATOGRAPHIC FEATURE FILM’S AND TV SERIRES, CELEBRATING, ON THE ONE HAND, \_\_\_\_\_\_\_\_\_\_\_\_, REPRESENTED IN THIS ACT BY (IN SUCCESSIVE THE "CO-PRODUCER") AND BY THE OTHER PARTY,** **…………………………………….., REPRESENTED IN THIS ACT BY** **…………** **(IN THE SUCCESSIVE "PRODUCTION COMPANY"** **, AT THE TENOR OF THE FOLLOWING DECLARATIONS AND CLAUSES:**

**DECLARATIONS**

**I.**   The **CO-PRODUCER**  declares :

**a)**   That Mr. …………., of nationality ……………………. born ………………………, marital status …………………………………………, profession …………………………………. identified with passport ………………………… with residence in ………………………., ……………………. or if it  is a business corporation duly constituted in the terms of the laws of his country, according to titles that credit him before, public notary No. city, of the registered in the public Registry of Property and Commerce, under folio No.

**b)**   That he has the necessary powers, as well as all legal acts necessary for the realization of the above.

**c)**   That it is their will to conclude this contract with the **PRODUCTION COMPANY** for the purpose of defining the parameters for the investment of resources in carrying out the production of the feature film, in conjunction with two series to air in 2-2 seasons to be determined (hereinafter the " **CONTENT** ").

**d)**   That his legal representative has the sufficient legal faculties to celebrate this contract and that said powers have not been revoked or modified in any way.

**II.**   Declares the **PRODUCTION COMPANY**:

**a)**   Is a corporation duly constituted under the terms of the laws of …………………, as evidenced by Public Deed Book….. Number …. (……) dated  ……………………………, granted before  public notary No. …………………, , entered …………………………, in the public Registry of Property and of the Commerce of the city ……………………………, under mercantile folio No. …………………….

**b)**   That it is their will to celebrate this contract in order to define the parameters of investment of resources in the realization of the **CONTENT**.

**c)**   That counts on the experience, preparation, talent and with the material resources, technical equipment, trained personnel and necessary knowledge to carry out the production, realization, promotion and exploitation of the **CONTENT**.

**d)**   That his legal representative has the sufficient legal faculties to celebrate this contract and that said powers have not been revoked or modified in any way.

**EXPOSED AS THE FOREGOING**, the parties mutually recognize the character and personality with which they appear and agree to grant the following:

**CLAUSES**

**FIRST** **OBJECT.**   This contract is to regulate the terms and conditions under which will be carried out the production and realization of **CONTENT** and defining the parameters of investment of resources in the embodiment of **CONTENT.**

**SECOND.**  **CONDITIONS OF PRODUCTION.**   The **PRODUCTION COMPANY** undertakes in this act to carry out the production, realization and promotion of the  **CONTENT**, using the personal, technical, material and human resources that were necessary to carry out the production of the **CONTENT** in accordance with the following conditions of production:

1. **PRODUCTION TITLE**. The production of the **CONTENT** will be carried out under the direction of and based on the cinematographic script’s to be determined.
2. **PRODUCTION** **CHARACTERISTICS**. The pre-production, filming and post-production of the **CONTENT** will be carried out according to the following:
	1. Filming format: 4K
	2. Approximate duration: 120 minutes

1. **ACCOUNT** **ADMINISTRATION.** The **PRODUCTION COMPANY** will have an exclusive administrative account for the realization of the **CONTENT**, in which the movements of income and expenditures of the necessary resources for the production of the same will be concentrated.

Also, the **PRODUCTION COMPANY** will carry books and records accounting of income and expenses arising production **CONTENT,** being at all times such books and records available to the **CO-PRODUCER** or persons designated by him for this purpose.

1. **CONCLUSION PRODUCTION**.  The **PRODUCTION COMPANY** must conclude the production of the **CONTENT** and deliver the materials and documents specified in this contract, no later than ……………………………………, 2020 .
2. **PRODUCTION.**  In the production of the **CONTENT**, the **PRODUCTION** **COMPANY** shall conform to the parameters and conditions established in the documents described herein, which shall be duly signed by the parties and shall form an integral part of this contract.

1. **BUDGET.** The initial budget approved for the production and realization to the initial rights to the **CONTENT** is the amount of **USD $ …………………………… ( ………………….) CURRENT DOLLARS OF THE UNITED STATES OF AMERICA 00/100),** as well as monthly contributions of **USD $..................... (……………………… dollars) DOLLARS CURRENCY OF THE UNITED STATES OF AMERICA 00/100)**which will be covered by the contributions of the partners co-producers and / or CO-PRODUCERS of the FILM, in the percentages and under the conditions established in the contracts respective for a period of one year .
2. **INVESTMENT.** The **CO-PRODUCER** will deliver to the PRODUCTION HOUSE the amount of USD **$ ……………………………….( ……………………………………)** **DOLLARS CURRENCY OF THE UNITED STATES OF AMERICA 00/100)** , upon signature of this contract. The payment of said amount will be made through the delivery of cash or check, or through electronic transfer of funds to the account indicated for that purpose by the **CO-PRODUCER,** as agreed by the parties, with the understanding that the **CO-PRODUCER** will have all time access to the books and accounting records mentioned in paragraph 2 of clause two above.
3. **RECOVERY SCHEME**. The parties agree that, after the launch of the **CONTENT**, the **CO-PRODUCER** will be entitled to recover the investment mentioned in the previous clause, discounting the profits obtained from the exploitation of the **CONTENT** according to the recovery scheme that is added to the present Contract as Annex "E" and that, signed by the parties, is an integral part of it.
4. **DISTRIBUTION AND COMMERCIAL EXPLOITATION**. The economic rights deriving from the distribution and commercial exploitation of **CONTENT** in all known and known media and formats, whether in the Republic or abroad, are reserved for **CO-PRODUCER**.
5. **FACULTIES OF PRODUCTION**. The **CO-PRODUCER** may entrust the distribution and commercial exploitation of the **content** to the **PRODUCTION COMPANY** or to a third party distributor, and the parties must sign the corresponding contract, which must be duly registered with the National Copyright Institute and, in all cases, the rights of the parties must be respected according to the following production percentages: 30% **THE PRODUCTION COMPANY** 70 % **THE CO-PRODUCER.** The **PRODUCTION COMPANY** must deliver to the **CO-PRODUCER** the account statements and, if applicable, the liquidations that exist of the **CONTENT**, within 60 days ( sixty ) following the commercial premiere of the **CONTENT** in theaters cinematographic, respecting the percentages of production acquired by the parties in proportion to their contributions.
6. **OBLIGATIONS OF THE PRODUCTION COMPANY**.  Without prejudice to the other obligations established in this contract, the following are non-delegable obligations of the **PRODUCTION COMPANY**:

1. Carry out the necessary operations to carry out the production of the **COMPANY**, in time and within the budget agreed in this contract;

2. To indemnify and remove in peace and to the  **CO-PRODUCER** any claim, exercise of actions, litigation or liability of any nature arising from the hiring, production and / or commercial exploitation of the **CONTENT**.

3. To cover each and every one of the taxes, duties, taxes and fiscal contributions, both local and federal, generated or generated by this contract in terms of the Fiscal Code of the Federation, the Law of the Tax on the Income and other applicable provisions;

4. Release from any obligation or fiscal burden, the cinematographic materials of the **CONTENT** and the rights derived from it that were taxed or by actions of third parties, and must provide the **CO-PRODUCER** with a copy of the corresponding vouchers, duly compared with the originals;

5. Granting due recognition to third parties to the rights of production, distribution and commercial exploitation of the **CONTENT** that correspond to the **CO-PRODUCER**, respecting the percentages specified in this contract.

6. Cover the cost of accounting, as well as prepare and file the corresponding tax returns.

7. Expressly agree in the contracts that the **PRODUCTION COMPANY** celebrates with other producers and/or  **CO-PRODUCERS**, the recognition and respect of the economic rights that correspond to the **CO-PRODUCER** regarding the **CONTENT**.

1. **HIRING.** The **PRODUCTION COMPANY** is obliged to make the selection and hiring of the technical team, artistic talent (artists, performers and performers), technical and manual, services and post-production and completion locations that are made in …………………, or abroad, with the understanding that the **PRODUCTION COMPANY** will be responsible for the contracting to adjust to what had previously been agreed and the approved budgets, as well as to negotiate said contracts. Likewise, the **PRODUCTION COMPANY** undertakes to make sure that the contracts have been concluded and obtained the necessary permits, from those persons located in the Republic or abroad, whose names, images, written testimonies, musical compositions or similar materials are used for the production, promotion and dissemination of the **CONTENT**, making sure that the CONTENT can be transmitted in the Republic and / or abroad, as the case may be, for which the **PRODUCTION COMPANY** is obliged to indemnify and remove in peace and to the **CO-PRODUCER** of any claim, contingency, expenses (including legal fees) and civil, criminal, labor tax and all kinds of liabilities derived from the hiring carried out by the **PRODUCTION COMPANY**.
2. **CREDITS**. The **PRODUCTION COMPANY** will be responsible for managing the necessary procedures for the release of the **CONTENT** both in …………………, and abroad, obliging itself to grant the **CO-PRODUCER** due recognition in the credits that must appear on the screen, in the technical sheets and in all advertising and propaganda class of **CONTENT**. These credits must be in characters of the same shape and size as those of the rest of the **PRODUCTION COMPANY**.
3. **TERMINATION OF THE** **CONTENT**.  The **PRODUCTION COMPANY** undertakes to comply the production of the **CONTENT** with the utmost diligence and to obtain by all means, the economic, material and human resources necessary for the completion of the **CONTENT** in the event that the budgeted resources are insufficient. If there is any delay in completing the **CONTENT**, the **PRODUCTION COMPANY** will have an additional period of three months to complete the filming and 20 days (twenty) to complete the **CONTENT** if it is in the process of being completed. post-production Not with standing the foregoing, in the event that the **PRODUCTION COMPANY** fails to comply with its obligation to deliver the **CONTENT** within the terms established in this contract, the **CO-PRODUCER** shall have the option of demanding compliance or rescinding this contract without the need for judicial intervention and, the payment in his case, of the damages and damages that have been caused to him. Likewise, the parties agree that the **PRODUCTION COMPANY**, upon termination of this contract, is obliged to deliver to the **CO-PRODUCER** or to whom the latter designates, all the documentation, stationery and materials, as well as any other document related to the production of the **CONTENT**.
4. **CONFIDENTIAL INFORMATION.**  Both parties acknowledge and agree that all information that is exchanged between the parties for this contract (hereinafter the "**CONFIDENTIAL INFORMATION** "), will be considered as an industrial secret for the relevant legal effects and the **PRODUCTION COMPANY** is from this obligation against the **CO-PRODUCER** not to disclose, disclose to third parties, or allow third parties to know and use for their own benefit, the technical information and / or material received from the **CO-PRODUCER** for the realization, production and commercial exploitation of the **CONTENT**, obliging itself to treat said knowledge and information in accordance with the basic principles of professional ethics and commercial practice. For the purposes of the foregoing, the information that the **CO-PRODUCER** provides to the **PRODUCTION COMPANY** and that must be covered by this confidentiality obligation, must be marked with the legend of "**CONFIDENTIAL** " in a clear and visible manner.

The **PRODUCTION COMPANY** may communicate to its officers, employees and third party suppliers the part of the confidential information provided by the **CO-PRODUCER** that is strictly necessary for the **PRODUCTION COMPANY** to provide the services object of this contract. In these cases, the **PRODUCTION COMPANY** must ratify in front of its employees, employees and third-party suppliers the confidential nature of the information provided. Failure to comply with what is agreed in this clause will be cause for rescission of this instrument, the affected party having the right to demand, in addition, the resulting liability for the damages that may have been caused. Likewise, the confidential information that the  **PRODUCTION COMPANY**  will provide to the  **CO-PRODUCER** under the terms of this contract, must be marked in the mentioned terms, and will be subject to the same dispositions that are established in this clause. In case any of the parties needs to make the knowledge of a third party and / or the general public, except for officials, employees and third party suppliers related to the provision of services under this contract, any information classified as confidential, you will have to request prior authorization in writing from the other party.

1. **FORMATS**  The parties agree and accept that the **CONTENT** is commercially exploited in commercial and non-commercial cinemas in data file, free and pay television, domestic video, videocassettes, DVD, Internet and in any format or medium known or to be known in the Republic and/or abroad.
2. **ADVERTISING MATERIAL**.  The parties agree that all the material that is generated for the advertising and distribution of the **CONTENT** is in the safeguard of the **PRODUCTION COMPANY**, and the **CO-PRODUCER** may have unrestricted access to said material at any time.
3. **FESTIVALS AND AWARDS**  In case the **CONTENT** has to be presented at a festival or event, the **CO-PRODUCER** will have all the faculties to decide about it. In the event that the **CONTENT** is awarded by the payment of any amount in cash, said prize will be distributed among the parties in accordance with their percentages of participation in the production of the **CONTENT**, with the understanding that the part corresponding to the **CO-PRODUCER** will not be part of your recovery fee. In case the prize is a trophy or another type of recognition, it will remain in the possession of the **PRODUCTION COMPANY**.
4. **LABOR RESPONSIBILITY.**  The **PRODUCTION COMPANY**, as employer and employer of the personnel that occupies in the provision of the services object of this contract, will be the only responsible of the obligations derived from the legal dispositions and other ordinances in matter of work and social security. The **PRODUCTION COMPANY** agrees, therefore, to respond to all claims that its technicians or professionals will present against or against the **CO-PRODUCER**, in relation to the services that are the subject of this contract, therefore the **PRODUCTION COMPANY** is obliged to take the **CO-PRODUCER** peacefully and in case of conflict.
5. **TAXES**. All taxes and rights that are caused by the celebration, execution and fulfillment of this contract will be borne by the party that is the cause under the terms of the applicable legislation.
6. **ASSIGNMENT.** Neither party may assign or transfer the rights and obligations acquired under this contract without the prior written consent of the other party.
7. **TOTAL AGREEMENT.** This Agreement and its respective annexes, constitute the entire agreement between the parties and any and all of the statements, prior discussions, conditions and oral or written assertions, express or implied that are not specifically included in this legal instrument, will not supply any effect.
8. **ADDRESSES AND NOTIFICATIONS**. The parties indicate as their respective addresses for the purposes of the present Contract the following: **CO-PRODUCER**: ……………….……………………… The **PRODUCTION COMPANY**: …………………,…………………... All notices and notices of any kind that under this contract should be given by the parties, will be in writing and will be considered as duly done when delivered in person or 3 (three) business days after its delivery by paid mail and certified or registered with the acknowledgment of receipt, or sent by fax and confirmed by certified or registered mail. In case of change of address of any of the parties, the latter must notify the other party of the new address within 15 (fifteen) calendar days following the date on which the change is made; otherwise, notices and notifications of any kind addressed to the last address indicated, will be legally valid.
9. **DIVISIBILITY.** The stipulations of this Contract will be considered independent from each other and in the event that any of them is declared non-enforceable or null, such lack of enforceability or nullity will not affect the validity of the rest of them. In the same way, if any circumstance derived from the modification of existing laws, the publication of new laws or the resolution of competent authority, the parties agree to modify any specific provision of this contract, it will be understood that the rest of the contract will remain valid in the same terms and conditions agreed here.
10. **OVERWHELMING FORCE.** Neither party may be sued or be held responsible for performance of part or all of this contract or individual agreement if the reason is attributed to causes of force majeure, including fortuitous event, flood, typhoon, earthquake, storm surge, collapse, fire , plague, epidemic, quarantine, dangers from the sea, war (declared or not), threat of war, civil disturbances, block or requisition of ships, aircraft or other means of transport, strikes, strikes, sabotage or other labor problems, explosion , accident or total or partial lack of machinery, plant, transportation and cargo facilities or any other analogous cause beyond the control of the parties.
11. **APPLICABLE LAWS AND JURISDICTION**. This contract is of a commercial nature and for everything related to its interpretation and compliance will be governed by the Commercial Code of the Republic. For the interpretation, compliance and execution of this contract, the parties submit to the jurisdiction of the **City of ……………………………..,………………** expressly waiving any other jurisdiction that may correspond by reason of their present or future domiciles or any another cause.

**IN TESTIMONY OF THE PREVIOUS**  and knowing the parts of the obligations assumed under this Contract, they sign it in duplicate in the city of **………………..**

The **PRODUCTION COMPANY**

**………………………………………………….**

Legal representative

……………………………………………………..

**The** **CO-PRODUCER**

…………………………………………………..

Legal representative