

- (c) “Canadian elements” are expenditures made in Canada by the Canadian producer or expenditures on Canadian creative and technical personnel made in other States by the Canadian producer in the course of the production of a work;
- (d) “competent authority” means, for each Party, the delegated authority responsible for the negotiation and implementation of this Agreement;
- (e) “distribution or broadcasting” means the public exhibition or showing of an audiovisual work;
- (f) “Indian elements” are expenditures made in India by the Indian producer or expenditures on Indian creative and technical personnel made in other States by the Indian producer in the course of the production of a work;
- (g) “national” means a natural or legal person having a legal relationship which connects that person to a State and which confers to that person, under the law of that State, the right to benefit from the application of the relevant provisions of this Agreement;
- (h) “non-party” means a State which does not have a co-production agreement or memorandum of understanding with either Party;
- (i) “producer” means a national managing the production of a work;
- (j) “third-country” means a State which has a co-production agreement or memorandum of understanding with at least one of the Parties;
- (k) “work” means an eligible audiovisual work to be subsequently recognized as an official co-production by each Party and includes every version thereof.

ARTICLE 2

General Conditions

1. A Party shall treat every work as its own production, and to that extent, make it eligible for the same benefits as those available to its audiovisual industries.
2. Each Party shall grant the benefits referred to in paragraph 1 to the producers of a work who are its own nationals.
3. Each Party shall strive to achieve overall balance on the financing of works co-produced over a period of five years.