

CON T R A C T

FOR FILM CO-PRODUCTION 2"BLUE BIRD"  
BETWEEN CINEMA STUDIO "LENFILM", via  
tISOVINFILMnAND CINEMA FIRM "EDWARD  
LEWIS PRODUCTIO~S INCORPORATED"

All Union Studios "Sovinfilm", Vorovski Str.33~ Moscow, USSR in  
the name of the Chairman of the Studios Mr.O.Teneishvili and Cinema  
studio "Lenfilm", Kirovsky Avenue 10, Leningrad, USSR, in the name  
of the Studio Manager Mr.V.Blinov, named below the "Soviet Side",

from one side,  
and cinema firm "Edward Lewis Productions Incorporated", Twentieth  
Century Fox Film Corporation, 10201 west Pico, Los Angeles, California,  
USA, named below "Edward Lewis",

from the other side

concluded this Contract in Leningrad Desember 5, 1973  
about the following:

1. General

1. The " Soviet Side" and "Edward Lewis" have agreed to make a  
co-production (musical) "Blue Bird" after the novel of the same name  
of M.Maeterlink and photoplay by Alfred Hayes and Alexei Kaple~ in  
color 35 romversion Screen 1: 1.85 or 1:1 b b

2. Literary photoplay of the film "Blue Bird", written by Alfred  
Hayes (USA) and Alexei Kapler (USSR) and approved both by the "Soviet  
Side" and "Edward Lewis" is an integral part of the present Contract.  
(Supplement 1). However both sides agree to discuss some modifications

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U' \ 3. The "Soviet Sidelland "Edward Lewis" entrus~ TlIeDlrector of t  
the film will be conferred by both Sides after he has bean proposed  
by Edward Lewis. The "Soviet Side" shall confirm the Director witl4n  
5 days after his name has been submitted by Edward Lewis.

4. Director's script shall be approved by both Sides by March 1 )  
and then signed in special protocol (Supplement 2)

(1/ The film shall be shot according tB ni"A~+n...S script. 11'i...

to introduce major amendments. that may change the contents and meaning of the script approved earlier, unless there is a mutual written consent of the Sides.

5. The "Soviet Side" and "Edward Lewis" agree that the film music shall be written by Soviet composer, A. Petrov and American composer, A. North, or another American composer, should Lewis elect.

6. The "Blue Bird" film shall be co-produced by the "Soviet Side" and "Edward Lewis" during 1974-1975.

7. The film shall be shot on II 35mm negative film Kodak Eastman Color type 5254 with perforations, type KS/positive. The film shall be not less than 90 minutes and not more than 130 minutes screen time.

8. Both the "Soviet Side" and "Edward Lewis" will do their best and exert necessary endeavors for fruitful cooperation in order to make the film "Blue Bird" on the highest artistic level.

9. Film shooting shall be carried out in the USSR according to calendar-production plan approved both by the "Soviet Side" and "Edward Lewis".

Calendar-production plan which is an integral part of the Contract shall specify:

Film shooting schedule; general and partial continuance of shootings; shooting objects; actors' employment; number of crowd scenes; scenery, etc. (Supplement 3)

Calendar-production plan will be prepared on the basis of the Director's script.

10. Film negative image and 'honorary' is the property of the "Soviet Side" and "Edward Lewis" and be kept, according to mutual agreement, at Cinema Studio "Lenfilm" except that Lewis may take the negative to London Technicolor Laboratory or Rank for 6 weeks to have necessary CRI's made (color reversal intermediate). Edward Lewis shall be given Double negative and Tracks of the film which will be his property and be kept in any place chosen.

11. The film is to be edited in Leningrad, USSR. If for some reason film Director suggests that the film be edited in some other country, the "Soviet Side" shall provide the Director with a positive copy within 10 days so that Director may carry out editing works. The expenses of editing works in another country shall be incurred by "Edward Lewis".

Editing completed, the material shall be brought to Leningrad for musical scoring and English and Russian dubbing.

12. The "Soviet Side" shall be fully responsible for defective developing and printing, for the safety of the negative at all times

that the negative is in its possession and until such time when the negative is shipped to 'London for printing the CRIs. Lewis shall be reimbursed by the "Soviet Side" in an amount equal to his expenditures, obligations and commitments to and as a result of loss. Lewis is responsible for the safety of the negative while it is in London

"Soviet Side" shall be reimbursed by "Edward Lewis" in an amount equal to its expenditure, obligations and commitments to and as a result of the loss.

13. The value of the negative is defined by both sides as 4 million American dollars.

14. The "Soviet Side" and "Edward Lewis" agree that there will be a single image and English sound version.

## 2. OBLIGATIONS AND COMMITMENTS OF THE "SOVIET SIDE"

1. The "Soviet Side" undertakes to provide creative group in composition:

- a. cinema playwright;
- b. assistant director
- c. composer
- d. dances choreographer
- e. cameraman-producer
- f. painter-producer
- g. costume artist
- h. sound-producer
- i. still photographer
- j. actors other than ones provided by Lewis
- k. actors /world known - ballet soloists of Kirov Theatre, corps-de-ballet, Leningrad music hall dancers, orchestras for film music recording, crowd, actors for secondary roles in quantities required for shooting the film;
- l. special effects photographer
- m. art-designer for special effects shooting
- n. interpreters

2. The "Soviet Side" undertakes to supply adequate administration and shooting groups, service production and technical personnel for carrying out testing, pre-recording and film shooting.

3. The "Soviet Side" shall provide testing and film shooting with necessary scenery, exteriors and interiors.

4. The "Soviet Side" shall provide testing and film shooting

5. The "Soviet Side" shall provide testing, film shooting, pre-recording and main titles with equipment necessary such as sound and lighting equipment, etc.

6. The "Soviet Side" shall also make available necessary transport, studios, cinema laboratories and other technical means.

7. The "Soviet Side" shall provide the material and the development of the film in "Lenfilm" laboratories.

8. The "Soviet Side" shall carry out editing and scoring works on the film in accordance with paragraph 2, part 1.

9. The "Soviet Side" shall dub the film into Russian.

10. The "Soviet Side" shall also be responsible for English dubbing of the film. To dub the parts into English performed by "Soviet actors, "Edward Lewis" will bring to Leningrad required number of American actors.

11. The "Soviet Side" shall be responsible for English captions version.

12. The "Soviet Side" will carry out actor! testing at the presence of film Director.

13. The "Soviet Side" shall use its best efforts to provide actors for main roles that know English to some extent or capable of pronouncing the text according to English phonetics.

14. The "Soviet Side" shall provide a shooting group, all necessary technical equipment and materials for making either 35 or 16 mm promotional film upon the choice of the "Soviet Side".

15. The "Soviet Side" shall manufacture a set of initial materials for "Edward Lewis". (Supplement 4) The quality of these materials will be of such nature as to enable Lewis to reproduce prints (and dialogue and music and effects tracks) of first class technical quality. These materials shall be completely within 50 days following the receipt of the film by both sides.

The "Soviet Side" shall send the abovementioned initial materials of the film and promotional film to "Edward Lewis" 10201 West Pico, Los Angeles, California, USA, or at such other address as Lewis may designate in writing, so as to arrive not later than within 50 days after its manufacture.

The "Soviet Side" will inform "Edward Lewis" by cable about the number and date of initial materials shipment.

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### 3. OBLIGATIONS AND COMMITMENTS OF "EDWARD LEWIS"

1. "Edward Lewis" shall provide for filming the "Blue Bird" a creative group in composition:

- a. Playwright - A. Hayes
- b. Composer
- c. Director
- d. Four or five actors with worldwide reputations for the main roles.
- e. Actors for secondary roles, if Lewis so elects.
- f. Equipment (Supplement No.5)
- g. Producer.

2. "Edward Lewis" undertakes to provide administration and shooting groups, service production personnel for filming up to 20 persons.

3. "Edward Lewis" undertakes to provide necessary props, ornaments, costume accessories, masks necessary for the film, that are not available <sup>in</sup> the Soviet Union in the amount not exceeding 5 thousand dollars.

4. "Edward Lewis" shall provide the filming with negative film Kodak Eastman Color, type 5254 with perforations type KS/positive in quantity necessary for making the film in the amount of 35 thousand meters.

5. "Edward Lewis" shall provide the filming with magnetic tape in quantity, necessary for making the film in the amount of 35 thousand meters.

6. "Edward Lewis" shall supply for printing of work:ilm material and a set of initial materials intermediate film type 5253 with positive perforation in the amount of 11 thousand meters.

7. Lewis may bring creative personnel as consultants, such as designer, choreographer, special effects man at his expense.

8. After the "Soviet Side" has ~~IIl~~proved the Director of the film Edward Lewis shall receive 6 special effects technicians for a period of 10 days. Lewis will pay the ~~nazped~~/ov-t cine-tographers ~~phers~~ or meals and hotel accommodations! /~~~ /h1jJ~, t;fJttt.Ur- .

9. After preparing the Director's script and defining the amount of special effects shooting, in case "Lenfilm" finds itself in no position to carry out the necessary special effects shootings insisted upon by Edward Lewis the Sides will shoot in any Country

## I. FINANCIAL EXPENDITURES OF BOTH SIDES

1. Film co-production of "Blue Bird" shall be carried out by the "Soviet Side" and "Edward Lewis" on a mutually beneficial and non-currency basis. Each Side carries expenses only on those works specified by the obligations and commitments as per the present Contract. The "Soviet Side" and "Edward Lewis" estimate their expenditures independently and have not the right to control the expenditures and economy of the other Side.

2. The "Soviet Side" carries all the expenses on the film according to obligations and commitments of the Contract, on the territory of the USSR including living expenses of the film workers and actors of the other Side such as: daily allowance, quarters, daily cultural requirements, transport work and mail telegraph expenses and medical service according to the existing laws of the U.S.S.R. The "Soviet Side" also carries living expenses of

The "Soviet Side" provides a cash daily allowance for each individual up to 12 roubles per day.

3. "Edward Lewis" carries all the expenses on the film according to obligations and commitments of the Contract, including transportation of film workers he provides to and from the Soviet Union, playwright fee as well as Director, Composer, actors' fees and fees of the American Shooting crew members. -Ed.w.a-Q:-:lIew!:-s-pra'Vid  
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4. The fees to film shooting groups workers, actors and other specialists enlisted to filming are paid by each Side individually regardless of the Country where the filming will be carried out.

5. The "Soviet Side" and "Edward Lewis" carry expenses only on those works specified by the obligations and commitments of the Sides in accordance with the contract.

If one Side shall have the overexpenditures during filming due to such reasons as: disaster, illness of the Director, Director of Photography, main leading actor etc. that caused the unforeseen additional expenses independently and not submit the claims to each other.

6. The "Soviet side" and "Edward Lewis" are to ensure administration, creative, production and shooting groups members the period of work in its Country as well as on the territory of the Country-partner according to the laws of the Country.

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6. The "Soviet Side" and "Edward Lewis" are responsible for carrying out the Contract commitments and obligations with actors other creative personnel, establishments and all those with whom the "Soviet Side" and "Edward Lewis" concluded independent agreements for providing partial participation in making the film.

1. All taxes and duties in the Soviet Union are to be paid by the Soviet Side; all taxes and duties in the USA to be paid by Edward Lewis Productions Inc'.

8. If one Side refuses to make the film it has to reimburse the expenses made by the other Side.

9. "The "Soviet Side" and "Edward Lewis" are to ensure administration, creative, production and shooting group's members for the period of work in its Country as well as on the territory of the Country-partner according to the laws of the Country.

10. The Sides will exchange the delegations up to 10 persons each for taking part in film premiers in the USA and USSR. Sides' obligations on reception of delegations will be similar to those specified in paragraphs 2-4 of this part.

## 5 DELIVERY OF THE COMPLETED FILM

1. The film shall be delivered on one film in Leningrad by the "Soviet Side" and "Edward Lewis" in the presence of representatives of both Sides.

## 6. AUTHOR'S RIGHTS

1. "Edward Lewis" declares that the right for the screen version of the novel "Blue Bird" by M. Maeterlinck belongs to "Edward Lewis" and that "Edward Lewis" grants the rights for the free use of the novel to both Sides for making the film of the same name. "Edward Lewis" is fully responsible to the "Soviet Side" for mutual use of the screen rights of the novel in making the above-mentioned film.

2. "Edward Lewis" declares that it acquired the author's rights for the screenplay "Blue Bird" from playwright A. Hayes and grants the screenplay to both Sides for making the film and that it grants free to use the author's rights of A. Hayes on the screenplay to both Sides for making the film.

3. "Edward Lewis" declares that he acquired the rights for film music of "Blue Bird" from American Composer A. North. "Edward Lewis" grants the right-free use of the music of A. North in the

4. The "Soviet Side" declares that it acquired the author's rights for the screenplay of "Blue Bird" from playwright A. Kapler and that it grants free to use the author's rights of A. Kapler on screenplay to both Sides for making the film.

5.-The "Soviet Side" declares that it acquired the rights for film music of "Blue Bird" from Soviet Composer Aopetrov. The "Soviet Side" grants the right free to use the music of A. Petrov in the film "Blue Bird".

6. If the authors or their heirs, persons or organisations from whom "Edward Lewis" and the "Soviet Side" acquired the rights for screen version of "Blue Bird" novel by M. Maeterlink, screenplay and music of the film "Blue Bird", will have some disputes or claims on authors' rights then "Edward Lewis" and the "Soviet Side" should regulate such disputes and claims on authors' rights independently in accordance with obligations and commitments specified in points 1, 2, 3, 4 and 5 of the present part of the Contract, so that to fulfill contract terms on making and distributing the film "Blue Bird".

7. The rights specified in points 1, 2, 3, 4 and 5 of the present part of the Contract granted by the Sides to each other are spread both on making film musical "Blue Bird" and distributing of the abovementioned film in Countries where distribution rights belong to the "Soviet Side" and "Edward Lewis" in accordance with the Contract signed by "Edward Lewis" and VLO "Sovexportfilm".

## 7. DISTRIBUTION CONDITIONS

1..Agreement for film "Blue Bird" distribution will be Signed between "Edward Lewis" and VLO "Sovexportfilm" together with the contract, by its integral part and attached to it.

## 8. FILM CREDITS

Both Sides will be equally presented both in film captions and in all advertisement material.

Authors' right shall be given in film captions.

"Edward Lewis" retains the right to give the name of coproducer as well as the "Soviet Side".

Presentation of "Edward Lewis" and cinema studio "Lenfilm" on the screen and in all advertisement materials will be made in accordance with the standards of first-class feature film for world distribution.

The name of Edward Lewis as an American Producer should be given in the +44-7-

## 9~ AN~TOTJNCEMENTS

The "Soviet Side" and "Edward Lewis" while signing the Contract will compile announcement text for co-production of the "Blue Bird".

## 10. OTHER CONDITIONS

1. In case one Side will break or not provide the fulfillment of conditions of the Contract as approved by calendar-production plan and list of works, then the Side-breaker will be responsible for obligations and commitments specified by the Contract.

The cost of material loss is to be determined by competent mutual committee and reimbursed by the Sides while determining distribution rights for the film in the third Countries.

2. All amendments and additions to the present Contract are liable in the case when they are signed by the persons authorized by the Sides.

All the arguments that may arise concerning the Contract are to be solved by means of talks between the Sides.

If the Sides will not reach the agreement as mentioned above the arguments are to be passed over to arbitration committee presiding in Stockholm. Arbitration Committee must consist of 2 arbitrators and one super arbitrator. The Side that is going to pass over the argument to arbitration committee should inform the other Side by registered letter containing the full name and address of the arbitrator chosen who may be the citizen of any Country as well the subject of the argument, date and Contract number.

The other side within 3 weeks from the date indicated in the letter should choose the other arbitrator who as well be the citizen of any Country and inform about its decision the other Side by registered letter having noted the full name and address of the arbitrator chosen.

If the Side upon receiving the notification about passing over the argument to arbitration committee will not choose the second arbitrator within the time indicated then the latter shall be appointed by the President of Trade Chamber in Stockholm. Arbitrators should choose the super arbitrator. If the arbitrators will not come to the agreement concerning the super arbitrator within 4 weeks then the latter upon the request of any Side shall be appointed by the President of Trade Chamber in Stockholm.

The decision on the arbitration committee should be voted by the majority within 3 and 6 months after their announcement.

