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Ministry of Foreign Affairs and Trade

AGREEMENT

BETWEEN THE GOVERNMENT OF NEW ZEALAND
AND THE GOVERNMENT OF THE ITALIAN REPUBLIC
CONCERNING THE CO-PRODUCTION OF FILMS

Rome, 30 July 1997

[Entered into force for New Zealand, 15 February 2000]

Presented to the House of Representatives

AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE ITALIAN REPUBLIC CONCERNING THE CO-PRODUCTION OF FILMS

The Government of New Zealand and the Government of the Italian Republic (hereinafter referred to as the "Contracting Parties");

Considering that the film industries of their two countries will benefit from closer mutual co-operation in the production of films; and

Considering that films capable of enhancing the prestige of the film industries and of the two countries should benefit from the provisions of this Agreement;

Have agreed as follows:

ARTICLE 1

For the purposes of this Agreement:

- (1) (a) a "co-production film" shall be a film made in accordance with the terms of an approval given by the competent authorities of the two countries jointly
 - (i) by one or more Italian producers ("the Italian co-producer") in conjunction with one or more New Zealand producers ("the New Zealand co-producer"); or
 - (ii) by an Italian co-producer and a New Zealand co-producer in conjunction with one or more producers from a third country with which the Government of the Italian Republic, the Government of New Zealand, or the New Zealand Film Commission has signed a Co-production Agreement ("third co-producer"); or
 - (iii) by an Italian co-producer and a New Zealand co-producer in conjunction with one or more third co-producers;
- (b) "twinned co-production films" means
 - (i) two films which include participation, even if only financial, on the part of the minority co-producer and which together satisfy the following criteria:
 - (a) the production costs of both films have been borne jointly; and
 - (b) in the case of one of the films, the Italian co-producer has predominantly exercised creative and production control and, in the case of the other film, the New Zealand co-producer has predominantly exercised creative and production control; or

- (ii) subject to the approval of both competent authorities, three or more films made by Italian and New Zealand co-producers with one or more third co-producers with each of which either or both Contracting Parties under this Agreement or the New Zealand Film Commission have co-production Agreements and where:
 - (a) the production costs of all films have been borne by all co-producers; and
 - (b) in the case of one of the films, the Italian co-producer has predominantly exercised creative and production control and, in the case of another of the films, the New Zealand co-producer has predominantly exercised creative and production control;
- (c) "film" means any sequence of visual images, irrespective of format, including animation and documentaries, which falls within the scope of the laws of either country governing the provision of benefits in relation to film production as in force from time to time;
- (2) "nationals" means:
 - (a) in relation to Italy, Italian Citizens and Citizens of a Member State of the European Union;
 - (b) in relation to New Zealand, New Zealand Citizens;
- (3) in relation to New Zealand, "residents" means persons who are entitled in accordance with New Zealand law from time to time in force to be in New Zealand indefinitely;
- (4) "Competent authorities" means:
 - (a) for Italy: Presidenza del Consiglio dei Ministri, Dipartimento Spettacolo, (Prime Minister's Office, Entertainment Division);
 - (b) for New Zealand: the New Zealand Film Commission or any other public authorities in New Zealand designated by the Government of New Zealand.

ARTICLE 2

A co-production film shall be entitled to the full enjoyment of all the benefits which are or may be accorded in Italy and New Zealand respectively to national films subject to the laws in force from time to time in that country.

ARTICLE 3

In approving films made under this Agreement, the competent authorities, acting jointly, shall apply the rules set out in the Annex, which forms an integral part of this Agreement.

ARTICLE 4

Each of the Contracting Parties shall provide, in accordance with their respective legislation, including, for Italy, relevant European Union legislation, temporary admission, free of import duties and taxes, of cinematographic equipment for the making of co-production films.

ARTICLE 5

Each of the Contracting Parties shall permit the nationals and residents of the other country and citizens of the country of any third co-producer to enter and remain in Italy or New Zealand, as the case may be, for the purpose of making or promoting a co-production film, subject to the requirement that they comply with the laws relating to entry and residence.

ARTICLE 6

Notwithstanding any other provision in this Agreement, for the purposes of taxation, the legislation and regulations in force in each of the two countries shall apply, subject to the provisions of the Convention between the Government of the Republic of Italy and the Government of New Zealand for the Avoidance of Double Taxation with respect to Taxes on Income and the Prevention of Fiscal Evasion which entered into force on 23 March 1983¹.

ARTICLE 7

There shall be a Mixed Commission composed of representatives of the Contracting Parties, which shall include the competent authorities and industry representatives, to supervise and review the working of this Agreement and to make any proposals considered necessary for any modification of this Agreement.

Representatives from Italy and New Zealand shall be approximately equal in number.

The Commission shall meet within six months of a request to meet being made by either Contracting Party with the venue alternating, as far as possible, between New Zealand and Italy.

ARTICLE 8

Each of the Contracting Parties shall notify the other in writing through the diplomatic channel of the completion of any procedure required by its constitutional law for giving effect to this Agreement. The Agreement shall enter into force on the date of receipt of the later of these notifications.

¹ See NZTS 1983 No. 5

ARTICLE 9

The provisions of this Agreement are without prejudice to the international obligations of the Contracting Parties, including, in relation to Italy, obligations devolving from European Union law.

ARTICLE 10

This Agreement shall not apply to Tokelau.

ARTICLE 11

This Agreement shall remain in force initially for a period of three years from the date of its entry into force. Either Contracting Party wishing to terminate it shall give written notice to terminate to the other six months before the end of that period and the Agreement shall then terminate at the end of the three years. If no such notice is given the Agreement shall automatically remain in force for successive periods each of three years, unless written notice to terminate is given by either Contracting Party at least six months before the end of any period of three years, in which case it shall terminate at the end of that period.

IN WITNESS WHEREOF, the undersigned Representatives, duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at Rome on the 30th day of July 1997 in the Italian and English languages, both texts being equally authoritative.

For the Government of New Zealand

For the Government of the Italian
Republic