

FRANCE – NEW ZEALAND

CO-PRODUCTION AGREEMENT

APPENDIX

Application Procedures

Producers from the two countries who intend to enter into co-production must apply under procedures established in France and in New Zealand by the respective authorities. These applications will require, amongst other documents:

- (1) Evidence of the acquisition of copyright.
- (2) A synopsis and script.
- (3) A list of principal technical and artistic personnel, with their nationalities and the roles given to the principal actors.
- (4) A budget and proposed method of financing.
- (5) A preliminary shooting schedule.
- (6) The terms of the contract concluded between the co-production companies.
- (7) In New Zealand the provisional and final certification forms.

The Authorities of the two countries will send each other completed applications as soon as they are lodged. The authority in the minority participant's country will not give its consent until the decision of the authority in the majority participant's country is received.

ADMINISTRATIVE AGREEMENT
ON FRENCH-NEW ZEALAND FILM RELATIONS

BETWEEN: LE CENTRE NATIONAL DE LA CINEMATOGRAPHIE
AND: THE NEW ZEALAND FILM COMMISSION

MINDFUL of the contribution to their respective film industries which co-productions can bring,

RESOLVED to encourage the development of film co-operation between France and New Zealand,

ARE AGREED upon the following:

Article 1

For the purposes of the present Agreement, the term "Film" designates cinematographic works of all lengths and formats, and includes films of fiction, animation and documentaries whose preliminary distribution is through cinema in the two countries.

It is further agreed that the terms of the arrangement will also be applicable on a case by case basis to works intended for distribution through television, including documentaries, telemovies or miniseries of television drama.

Films made in co-production and benefiting from the present Agreement fully enjoy the advantages resulting from the arrangements relating to the film industry which are in operation or which may be enacted in each country. These advantages are secured only by the producer of the country which grants them. Films made under this Agreement must receive the approval, after consultation between them, of both Authorities:-

In France: Le Centre National de la Cinematographie
In New Zealand: The New Zealand Film Commission.

Article 2

To benefit from the co-production agreement, the production of films must be undertaken by producers having good technical and financial capabilities and professional experience recognized by the relevant national authority.

Article 3

Every application must be made in accordance with the application procedures established by each of the national authorities and which specify the documentation which must be provided. The procedures are attached to the present Agreement.

Article 4

For each film, the proportion contributed by the co-producers of the two countries may vary between twenty and eighty percent (20-80%). The minority co-producer's initial share must comprise effective technical and artistic participation. As a rule, the minority co-producer's initial share in creative personnel, technicians and actors must be proportional to his/her investment.

In exceptional circumstances, a waiving of this principle may be permitted with the agreement of the authorities of the two countries.

Films must be made by French or New Zealand directors who are nationals or residents of France or New Zealand and by writers, technicians and performers who are French or New Zealand nationals, or residents. The participation of directors, performers and technicians other than in accordance with the preceding paragraph may be permitted, taking into account the requirements of the film, and after agreement between the competent authorities of the two countries.

Films must be made by French or New Zealand directors who are nationals or residents of France or New Zealand and by writers, technicians and performers who are French or New Zealand nationals, or residents. The participation of directors, performers and technicians other than in accordance with the preceding paragraph may be permitted, taking into account the requirements of the film, and after agreement between the competent authorities of the two countries.

Article 5

The two contracting parties encourage the making of films of international quality in co-production between France and New Zealand and other countries with which either is linked by co-production agreements. Conditions of admission (to the co-production agreement) of these films must be examined case by case.

Article 6

A general balance must be achieved concerning both the participation of creative personnel, technicians and actors, and the financial and technical means of the two countries (studios and laboratories).

The joint commission provided for in Article 14 of this Agreement examines whether this balance has been respected, and in the event that it has not, determines the measures deemed necessary to re-establish this balance.

Article 7

Studio shooting, the adding of sound and effects and laboratory work must be preferably take place in the majority co-producer's country. Each co-producer will jointly own the original picture and sound negative, no matter where the negative is deposited. Development of the negative will usually be carried out in a laboratory in the majority co-producer's country, as will the duplication of copies intended for distribution in that country. Copies intended for distribution in the minority country will be duplicated in a laboratory in that (the minority) country.

Article 8

Subject to all relevant legislation and regulations, each Authority will facilitate the entry into and the stay within its territory of technical and artistic personnel of the other country. Likewise, each will facilitate the temporary entry and re-exporting of goods and equipment necessary for the production of films made within the terms of the Agreement.

Article 9

Contractual clauses providing for the distribution of receipts or markets between the co-producers are subject to the approval of¹ the two countries. This distribution must, as a rule, be made in proportion to the respective initial shares of the co-producers.

Article 10

Unless otherwise arranged by the co-production contract, the international distribution of co-produced films is to be arranged by the majority co-producer in agreement with the minority co-producer. Unless otherwise agreed between the Parties, international distribution of films with equal participation is secured by the co-producer of the director's nationality. In the case of export to a country applying importation restrictions the film, where possible, will be attributed to the co-production country which enjoys the most favourable relationship.

Article 11

Films made under this Agreement must be shown with the endorsement "a France-New Zealand co-production", or "a New Zealand-France co-production". This endorsement must appear separately from other credits in commercial publicity and promotional material and must appear from the moment of release.

Article 12

Unless the co-producers decide otherwise, the films will be presented at international festivals by the majority co-producer, or, in the case of equal financial participation, by the co-producer of the director's country.

¹ The competent authorities of...

Article 13

The importation, distribution and utilization of French cinematographic works in New Zealand and of New Zealand cinematographic works in France are not subject to any restrictions, other than the legislation and regulations in operation in each of the two countries.

Article 14

The parties will examine, when necessary, the terms of the present Agreement to resolve any difficulties or to make amendments with a view to increasing co-operation in film production for the common benefit of the two countries. They will convene a joint committee at the request of either party, particularly in the event of important modifications to the legislation or regulations applicable to the film industry of either country, or in the event that there are difficulties in implementing this Agreement. In particular, they will examine whether the balance in number and in percentage of co-operations is achieved.

Article 15

The present Agreement becomes operable at the date of signature.

It is concluded for a period of two years. It is automatically renewable for the same period, unless otherwise declared three months in advance of its expiry date by one of the contracting parties.

In testimony whereof the following have signed the present Agreement.

Signed on both copies, in English and in French in Cannes on 13 May 1987.

Le Centre National de la Cinematographie

New Zealand Film Commission

