

No. 7657

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**CANADA  
and  
FRANCE**

**Agreement concerning films and film production (with  
annex). Signed at Montreal, on 11 October 1963**

*Official texts: French and English.*

*Registered by Canada on 25 March 1965.*

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**CANADA  
et  
FRANCE**

**Accord sur les relations cinématographiques franco-cana-  
diennes (avec annexe). Signé à Montréal, le 11 octobre  
1963**

*Textes officiels français et anglais.*

*Enregistré par le Canada le 25 mars 1965.*

No. 7657. AGREEMENT<sup>1</sup> BETWEEN CANADA AND FRANCE  
CONCERNING FILMS AND FILM PRODUCTION. SIGNED  
AT MONTREAL, ON 11 OCTOBER 1963

The Government of Canada and the Government of the Republic of France, wishing to encourage Franco-Canadian film co-production and to foster the exchange of films between their two countries, hereby make the following agreement :

I — CO-PRODUCTION

(1) The competent authorities of the two countries shall encourage Franco-Canadian production of short and feature-length films of high standard.

Films co-produced and qualified under the present agreement are regarded by the authorities of both countries as national films.

They have full right to all resultant advantages, by virtue of the measures that are in force or that may be decreed in each country.

Films to be co-produced between the two countries must be given the prior approval, after due consultation between them, of the competent authorities of both countries :

for Canada : THE NATIONAL FILM BOARD

for France : LE CENTRE NATIONAL DE LA CINÉMATOGRAPHIE FRANÇAISE

(2) In order to qualify for the benefits of co-production, films must be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

(3) Of each co-produced film, there must be two negatives or one negative and one duplicating negative.

Each producer shall have ownership of one negative or one duplicating negative. In a case where there is only one negative this shall be freely available to each co-producer.

(4) The following conditions shall govern the co-production of feature-length films :

The respective contribution of the producers of the two countries to each film may vary between thirty and seventy per cent, the lesser share not being lower than thirty per cent of the cost of production of the film ; considered as a whole, the technical and artistic participation of the two countries shall be in the same proportion as their financial contribution.

<sup>1</sup> Came into force on 11 October 1963, upon signature, in accordance with paragraph 15.

(5) The films must be made by directors, technicians and performers of Canadian or French nationality, landed immigrants in Canada or privileged residents in France.

Nevertheless, the participation of internationally known performers who are not of the nationality of either of the countries bound by this agreement may be considered, after an understanding has been reached between the competent authorities of the two countries, on the basis of the particular requirements of any given film.

(6) An overall balance must be achieved both on the financial and the artistic level and in the use of the technical facilities of the two countries (Studios and Laboratories). The joint committee provided for in Article 14 of the present agreement shall assess whether this balance has been maintained and, in default, shall take whatever measures may be considered necessary to restore it.

(7) Co-production of short films shall be authorized by the authorities of the two countries only after examination of each individual project.

These films shall be co-produced within the framework of a balanced financial co-operation and shall involve the creative participation of a film-maker from each of the two countries.

(8) (a) Except where they are otherwise agreed, Le Centre National de la Cinématographie on the one hand and the National Film Board on the other are in agreement that the apportionment of receipts shall be as follows :

- (1) The Canadian co-producer shall receive all returns derived from Canada and fifty per cent of the returns derived from the United States of America.
- (2) The French co-producer shall receive all returns derived from France, the Republic of Algeria, the Kingdom of Morocco, the Republic of Madagascar, the Republic of Tunisia, the African Republics of French expression, the Kingdom of Laos, the Republics of Viet-Nam and Cambodia, the Republic of the Congo (Leopoldville), the Republic of Ruanda, the Kingdom of Burundi, Belgium and Luxemburg.

(b) Returns not specially referred to in subparagraphs (1) and (2) above shall be shared between the co-producers in such a way as to maintain the proportion of the initial shares of each co-producer.

This apportionment may be effected by either a geographical division of territories, or a sharing of returns, or a combination of the two, and is subject to the approval of the competent authorities of the two countries.

(c) In principle, the export of co-produced films shall be carried out by the co-producer with the majority interest or by the co-producer in the best position to do so.

(9) Generics, trailers and publicity material for films jointly produced shall carry notice to the effect that the films are Franco-Canadian co-productions.

Entry of co-produced films in film festivals shall be assured by the country to which the majority producer belongs, except where special agreement otherwise is reached by the authorities of both countries.

(10) The competent authorities of the two countries shall consider favourably the idea of co-production of films of international standing between Canada and France and the countries with which either of them are bound by co-production agreements.

Conditions of acceptance for such films will be determined on the merits of each individual case.

## II — EXCHANGE OF FILMS

(11) Subject to the legislation and regulations in force in either country, the sale, import and distribution of short or feature-length films from either country will be free of restriction.

## III — GENERAL PROVISIONS

(12) The transfer of moneys resulting from the application of the present agreement shall be effected in accordance with the provisions of agreements and regulations in force.

All customs facilities shall be afforded with respect to the import and export of materials required for the making of co-produced films and for the distribution of films originating in both countries.

(13) The competent authorities undertake to communicate with each other on all matters of mutual interest between their two countries concerning co-productions, film exchanges, and on films and film-making in general.

(14) A joint committee of officials and experts designated by the competent authorities of the two countries shall be established for the purpose of following up and facilitating implementation and of suggesting modifications of the present agreement where required.

This committee is entrusted, in particular, with supervising the balance, for co-productions as a whole, of the financial, artistic and technical contributions. It shall meet at least once a year either in Canada or in France, and at such other times as may be requested by one or other of the contracting parties.

(15) The present agreement shall come into force on the day of its signature.

It shall be valid for a period of two years from the date of its coming into force ; a tacit renewal of agreement for like periods shall take place unless one or other of the contracting parties gives notice of termination at least three months prior to the expiry date.

DONE in two copies at Montreal this eleventh day of October, 1963, in English and in French, both texts being equally authentic.

IN WITNESS WHEREOF the undersigned, duly authorized by their governments, have affixed their signatures.

For the Government of Canada :

Paul MARTIN  
Pierre DUPUY

For the Government of the Republic of France :

André MALRAUX  
Raymond BOUSQUET

#### ANNEX

##### PROCEDURE

The competent authority of the country of the co-producer with the majority interest proposes the qualification of films under this agreement to the competent authority of the country of the co-producer with the minority interest.

Producers of either country, in order to obtain the benefits of this agreement, shall support their requests to the competent authorities with the following documents :

- a shooting script,
- written statement that the necessary rights have been obtained from the author,
- the co-production agreement between the film producing companies concerned,
- a detailed budget and a complete plan of financing the film,
- a list of the technical and artistic elements to be contributed by each country,
- a production schedule.