

No. 9175

**ROMANIA
and
ITALY**

**Films Co-production Agreement. Signed at Bucharest, on
8 August 1967**

Official texts: Romanian and Italian.

Registered by Romania on 2 August 1968.

**ROUMANIE
et
ITALIE**

**Accord de coproduction cinématographique. Signé à Bucarest,
le 8 août 1967**

Textes officiels roumain et italien.

Enregistré par la Roumanie le 2 août 1968.

[TRANSLATION — TRADUCTION]

No. 9175. FILMS CO-PRODUCTION AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE SOCIALIST
REPUBLIC OF ROMANIA AND THE GOVERNMENT OF
THE ITALIAN REPUBLIC. SIGNED AT BUCHAREST,
ON 8 AUGUST 1967

The Government of the Socialist Republic of Romania and the Government of the Italian Republic,

Desiring to strengthen and broaden co-operation between their film industries, to promote the co-production of films that will serve, by their artistic and technical qualities, to enhance the prestige of the two countries, and to develop mutual economic relations in film-making and in the exchange of films in keeping with the spirit of the existing cultural co-operation between them,

Have agreed as follows:

Article 1

1. Full-length co-production films covered by the provisions of this Agreement shall be treated as national films of the two countries. They shall benefit from the privileges accorded under such provisions as are currently in force or are hereafter enacted in either country.

The said privileges shall accrue only to the producer of the country by which they are granted.

2. Short films accorded co-production benefits under rules to be issued by agreement between the competent authorities of the two Contracting Parties shall also be treated as national films of the two countries.

3. The co-production of films by the two countries shall be undertaken with the prior approval of the competent authorities of both Contracting Parties:

In the case of the Socialist Republic of Romania: the State Committee for Culture and Art;

In the case of the Italian Republic: the Ministry of Tourism and Entertainment.

¹ Came into force on 7 December 1967, the date of the exchange of notes in which the Parties communicated to each other their approval of the Agreement, in accordance with article 16.

Article 2

1. Co-producers shall employ national personnel and technical facilities in fulfilling the technical, artistic and financial conditions required for co-productions.

2. The admission of a producer to minor participation in a co-production shall be governed by the legal provisions in force in the producer's own country.

3. If the nature of the film requires the participation of artists who are not nationals of one of the co-producing countries, they may be permitted to participate only by way of exception and subject to prior agreement between the competent authorities of the two countries.

4. Location shooting in a country not participating in the co-production may be permitted in order to meet the requirements of the scenario or the setting.

Article 3

Two negatives or one negative and one fine-grain print shall be made of each co-production film.

Each co-producer shall be the owner of one negative or one fine-grain print. The minor co-producer may, subject to prior agreement with the major co-producer, dispose of the original negative.

Co-production films shall be made in Romanian or Italian or in a bilingual version.

Article 4

The Contracting Parties shall provide every possible facility for the travel and accommodation of artistic and technical personnel working on co-production films as well as for the import and export (temporary in the case of equipment not used up in the filming process) of the material needed for the production and showing of such films (raw film, technical material, equipment, costumes, *décor*, publicity material) and for the currency transfers needed for payments connected with their production in accordance with the relevant arrangements in force between the two countries.

Article 5

1. Minor participation may not amount to less than 30 per cent of the production cost of each film.

2. (a) The contribution of the minor participant in a co-production must take the form of effective technical and artistic participation, which shall include at least one writer, one technical expert, one artist in a leading role and one feature artist.

(b) Every film shall be directed by a director from one of the Contracting Parties.

3. Artistic, technical and financial participation in co-productions must, taken as a whole, be balanced.

Article 6

1. The Contracting Parties shall also promote the co-production of films of international quality with other countries with which both Parties have co-production agreements. The conditions for according co-production benefits to such films shall be considered separately in each individual case.

2. Minor participation in such films may not amount to less than 20 per cent of the cost and must entail the employment of one writer, one artist and one technical expert.

Article 7

The balance in the over-all financial, artistic and technical participation by the co-producing countries shall be reviewed each year by the Mixed Commission provided for in article 15.

The total amount of the contributions in currency owed by the co-producers of the two countries shall also be verified each year by the Mixed Commission with a view to ensuring that a balance exists between the two countries. If an imbalance is found to exist, it shall be offset in the course of the following year.

Article 8

Requests for the granting of co-production benefits to a film must be submitted to the competent authorities, together with the necessary documents, at least thirty days before filming is to begin.

Article 9

The contribution of the minor co-producer shall be paid to the major co-producer within sixty days of the date of delivery of all the material needed for the preparation of the film version of the minor participating country. Failure to comply with this requirement shall result in the forfeiture of co-production benefits.

Article 10

1. Receipts shall be divided between the co-producers, in so far as possible, in proportion to their shares in the cost of production.

2. The contract provisions covering the division of receipts and markets between the co-producers must be approved by the competent authorities of the Contracting Parties.

Article 11

Films may, subject to prior agreement, be exported by the country of the co-producer who has the best opportunities for export, regardless of the proportionate participation of the co-producers.

Article 12

The credit titles for co-production films shall include a separate frame containing, in addition to the names of the producers, the phrase « Romanian-Italian co-production » or « Italo-Romanian co-production ».

This phrase must also appear in advertising relating to artistic and cultural events, particularly international film festivals.

The showing of co-production films at film festivals shall normally be the responsibility of the country to which the major co-producer belongs.

In special cases, departures from the above provisions may be permitted, subject to prior agreement between the competent authorities of the countries concerned.

Article 13

The competent authorities of the two Contracting Parties shall establish, by agreement between them, the rules of procedure for the application of this Agreement.

Article 14

The Contracting Parties shall promote meetings between film-makers as well as the exchange of films, publications and other cinematographic material.

Article 15

1. During the period of validity of this Agreement, a Mixed Commission shall meet each year, alternately in Romania and Italy.

The Romanian delegation shall be headed by a representative of the State Committee for Culture and Art.

The Italian delegation shall be headed by a representative of the Ministry of Tourism and Entertainment.

The said representatives shall be assisted by officials and experts.

2. The function of the Mixed Commission shall be to consider and resolve any difficulties arising in the application of this Agreement and to consider and propose any necessary amendments.

3. Either Contracting Party may, for valid reasons, request the convening of a special meeting of the Mixed Commission.

Article 16

This Agreement shall enter into force on the date on which the Parties notify each other, by an exchange of notes, that their respective legal requirements in that connexion have been complied with.

This Agreement shall remain in force for a period of two years. Upon the expiry of that period, the Agreement shall be extended automatically for successive periods of two years unless it is denounced by one of the Contracting Parties upon notice given in writing at least three months before the date of expiry.

DONE at Bucharest on 8 August 1967, in duplicate in the Romanian and Italian languages, both texts being equally authentic.

For the Government
of the Socialist Republic of Romania:

Corneliu MĂNESCU

For the Government
of the Italian Republic:

Amintore FANFANI