

**No. 11286**

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**FRANCE  
and  
POLAND**

**Agreement concerning co-operation in the field of cinematography (with annex). Signed at Warsaw on 5 June 1970**

*Authentic texts: French and Polish.*

*Registered by France on 9 August 1971.*

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**Accord sur les relations cinématographiques (avec annexe).  
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*Enregistré par la France le 9 août 1971.*

producers with a good technical and financial organization and possessing professional experience recognized by the authorities of their own country.

### *Article 3*

There shall be one negative and either one dupe positive or one dupe negative made for each co-production film.

Each co-producer shall be the owner of one of the copies specified above.

### *Article 4*

Films shall be produced subject to the following conditions:

The contribution made by the producer from each of the two countries to each film may vary between 30 and 70 per cent; each party must make an effective artistic and technical contribution to each co-production film.

Each co-producer shall establish the value of his contribution on the basis of prices currently prevailing in the international film production industry.

### *Article 5*

Films shall be made by directors, technicians and artists who, where France is concerned, are either French nationals or privileged residents in France, or, where Poland is concerned, are Polish nationals.

Exceptionally an actor who is not a national of either country may be permitted to participate.

### *Article 6*

Receipts shall be divided in proportion to the total contribution of each co-producer.

Such division shall take the form of either a sharing of receipts or a geographical division, having regard in the latter case to any difference in the size of the markets allocated to each party, or a combination of the two, such combination being subject to the approval of the competent authorities of the two countries.

In such a division, receipts from the showing of co-production films in France shall accrue to the French co-producer and those from the showing of the same films in Poland shall accrue to the Polish co-producer.

### *Article 7*

The exportation of co-production films shall, in principle, be handled by the co-producer with the majority interest.

In the case of equal-participation films, exportation shall, unless otherwise agreed by the two parties, be handled by the co-producer from the country of which the director is a national.

In the case of countries which impose import restrictions, the film shall be charged against the quota of the country having the better export opportunities. In the event of difficulties, the film shall be charged against the quota of the country of which the director is a national.

#### *Article 8*

Credits, trailers and publicity material for films made under this Agreement must state that the film is a Franco-Polish co-production.

Unless otherwise agreed, co-production films shall be presented at international shows and festivals by the country of the producer with the majority interest or, in the case of equal-participation films, by the country of which the director is a national.

#### *Article 9*

Action must be taken to achieve an over-all balance both on artistic matters and on the use of the technical facilities of the two countries, particularly studios and laboratories.

#### *Article 10*

The competent authorities of the two countries shall give favourable consideration to the making of co-production films of international quality by the French Republic, the Polish People's Republic and those countries with which either Party has co-production agreements.

The conditions governing the making of such films shall be examined separately in each case.

#### *Article 11*

Every facility shall be afforded for the travel and accommodation of artistic and technical personnel working on the making of the films, as well as for the importation or exportation of equipment needed for the making and showing of co-production films (film, technical equipment, costumes, sets, props, publicity material, etc.).

## II. EXCHANGE OF FILMS

### *Article 12*

The exportation, importation and showing of film prints shall not be subject in either country to any limitation other than the legal provisions in force.

### *Article 13*

Polish films shall be eligible, in the territory of the French Republic, for a refund of the release tax levied on the showing of the French version of the films.

## III. GENERAL PROVISIONS

### *Article 14*

The competent authorities of the two countries shall exchange any information regarding co-productions, exchanges of films and, in general, any information regarding film-industry relations between the two countries.

### *Article 15*

The competent authorities of the two countries shall, subject to the legislative provisions in force, facilitate the shooting in their territory of national films of the other country.

### *Article 16*

A Mixed Commission shall be established by the Parties to consider the conditions governing the implementation of this Agreement, to resolve such difficulties as may arise and to study modifications that may be required in order to further co-operation in the mutual interest of the film industries of the two countries.

For such time as this Agreement remains in force, the Commission shall meet each year, alternately in France and in Poland; it may also be convened at the request of either Contracting Party, particularly in the event of a significant change in the laws or regulations applicable to the film industry.

*Article 17*

Accounting in respect of receipts from co-production films made under this Agreement shall not be affected by the termination of any agreements and shall continue, in the event of such termination, on the terms previously established in pursuance of article 6.

*Article 18*

The two Governments shall inform each other of their approval of this Agreement, which shall enter into force 30 days after the second such notification.

The Agreement is concluded for a period of two years from the date of its entry into force; it shall be renewable for additional two-year periods by tacit agreement unless denounced by either Party three months before the date of its expiry.

DONE at Warsaw on 5 June 1970, in duplicate in the French and Polish languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]

ANDRÉ ASTOUX  
General Manager,  
Centre national  
de la cinématographie

For the Government  
of the Polish People's Republic:

[Signed]

CZESŁAW WIŚNIEWSKI  
Under-Secretary of State  
in the Ministry of Culture  
and Art

## ANNEX

## IMPLEMENTATION PROCEDURE

In order to benefit from the provisions of this Agreement, producers from either country must attach to the co-production application submitted (one month before the start of shooting) to the competent authorities of their country the following documentation:

A shooting script;

A document to show that copyright has been acquired;

The co-production contract concluded between the co-producing firms;

A cost estimate and a detailed finance plan;

A list of the technical and artistic contributions to be made by the two countries;

A production schedule.

The authorities of the country having the minority financial interest shall give their approval only after receiving the opinion of the authorities of the country having the majority financial interest.

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