

No. 14487

**DENMARK
and
FRANCE**

**Agreement on cinematographic relations (with annex).
Signed at Copenhagen on 27 June 1975**

Authentic texts: Danish and French.

Registered by Denmark on 23 December 1975.

**DANEMARK
et
FRANCE**

**Accord sur les relations cinématographiques (avec annexe).
Signé à Copenhague le 27 juin 1975**

Textes authentiques : danois et français.

Enregistré par le Danemark le 23 décembre 1975.

[TRANSLATION—TRADUCTION]

AGREEMENT¹ ON CINEMATOGRAPHIC RELATIONS BETWEEN DENMARK AND FRANCE

The Government of the Kingdom of Denmark,
The Government of the French Republic,

Seeking to facilitate the co-production of films which, by virtue of their artistic and technical merits, are likely to enhance the prestige of the two countries and seeking to develop exchanges of films between them, have agreed as follows:

I. CO-PRODUCTION

Article 1

Co-production films covered by this Agreement shall be treated as films of national origin by the authorities of the two countries in accordance with the laws in force in each country.

The said films shall automatically enjoy the privileges accorded under such provisions as are now in force or may hereafter be enacted in each country.

The making of co-production films by the two countries shall require the approval, after mutual consultation, of the competent authorities of the two countries:

- in the case of Denmark: the Danish Film Institute;
- in the case of France: the National Cinematography Centre.

Article 2

In order to enjoy co-production privileges, films must be made by producers who have a good technical and financial organization and professional experience recognized by their national authority.

Article 3

Applications for co-production privileges by producers of each of the two countries shall be drawn up, with a view to their approval, in accordance with the provisions of the implementation procedure annexed to this Agreement.

The making of films shall be subject to the following conditions:

- The respective contributions of the producers of the two countries to each film may vary between 25 and 75 per cent. The technical and artistic participation of the two countries must be in the same proportion as the financial contributions; the technical and artistic participation must, in principle, include at least one script writer or one technician and one actor in a leading

¹ Came into force on 21 September 1975, i.e., 30 days after the date of the last of the notifications (effected on 3 July and 22 August 1975) by which the two Governments informed each other of their approval, in accordance with article 16.

role or two actors in minor roles possessing the nationality of the country which makes the minority financial contribution.

Article 4

Films must be made by directors, technicians and artists who are Danish nationals or have resident status in Denmark or who are French nationals or have resident status in France.

The participation of an artist who is not a national of either of the two countries bound by this Agreement may, having regard to the requirements of the film, be permitted by agreement between the authorities of the two countries.

Article 5

Studio scenes must be shot and films must be scored and developed with due regard for the provisions of article 6 of this Agreement.

Studio scenes shall be shot preferably in the country of the majority co-producer.

Two negatives or one negative and one duplicate (for black and white film), or one negative and one inter-negative (for colour film), shall be made for each co-production film.

Each co-producer shall be the owner of a negative, a duplicate or an inter-negative.

In principle, the negative shall be developed at a laboratory in the majority country, where the prints intended for use in that country shall also be made; the prints intended for use in the minority country shall be made at a laboratory in that country.

Article 6

An over-all balance shall, to the fullest possible extent, be achieved both in artistic matters and in the use of the technical facilities of the two countries.

The Mixed Commission provided for in article 15 of this Agreement shall consider whether this balance has been respected and, if it has not, shall decide what measures are necessary to re-establish an appropriate distribution between the Contracting Parties.

Article 7

Receipts shall be divided in proportion to the total contribution of each co-producer. Such division shall be subject to approval by the authorities of the two countries.

Article 8

Export arrangements for co-production films shall, in principle, be made by the majority co-producer.

In the case of films in which both sides participated equally, export arrangements shall, save as otherwise agreed, be made by the co-producer having the same nationality as the director.

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 9

In the co-production of short films, each film must be made as an artistically, technically and financially balanced co-production.

Article 10

Credits, trailers and publicity material for co-production films must state that the film is a Danish-French co-production.

Unless the co-producers decide otherwise and their decision is approved by the competent authorities of the two countries, co-production films shall be presented at film festivals by the country of the majority co-producer.

Article 11

The competent authorities of the two countries shall give favourable consideration to the making of co-production films by Denmark and France together with countries with which either of them has co-production agreements.

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

Article 12

Subject to the laws and regulations currently in force, every facility shall be afforded for the travel and accommodation of artistic and technical personnel collaborating on the making of such films, as well as for the import and export to and from each country of equipment needed for the making and exploitation of co-production films (film, technical equipment costumes, sets, publicity material, etc.).

II. EXCHANGE OF FILMS

Article 13

Subject to the laws and regulations currently in force, no restriction shall be placed in either country on the sale, import or exploitation of films of national origin.

Each Contracting Party shall afford every facility in its country for the distribution of national films of the other country.

Receipts from the sale and exploitation of films imported under this Agreement shall be transferred pursuant to contracts concluded between the two Parties in accordance with the regulations in force in each of the two countries.

III. GENERAL PROVISIONS

Article 14

The competent authorities of the two countries shall transmit to each other full technical and financial information concerning co-productions and exchanges of films as well as, in general, all particulars concerning relations between the two countries in respect of films.

Article 15

A mixed Commission shall have the task of considering the conditions for the implementation of this Agreement, resolving any difficulties and studying such amendments as may be desirable with a view to developing co-operation in respect of films in the common interest of the two countries.

During such time as this Agreement remains in force, the Commission shall meet each year, alternately in Denmark and in France. It may also be convened at the request of either Contracting Party, especially in the event of any substantial amendments to the laws or regulations applicable to the film industry.

Article 16

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

The Agreement is concluded for a period of two years reckoned from the date of its entry into force; it shall be automatically renewed for successive periods of two years unless denounced by one of the Parties three months before the date of its expiry.

Article 17

IN WITNESS WHEREOF the undersigned, being duly authorized for the purpose by their Governments, have signed this Agreement.

DONE at Copenhagen in duplicate in the Danish and French languages, both texts being equally authentic.

27 June 1975.

For the Government of the Kingdom of Denmark:
K. B. ANDERSEN

For the Government of the French Republic:
PIERRE PELEN

A N N E X

IMPLEMENTATION PROCEDURE

In order to benefit from the provisions of the Agreement, producers of each country must attach to their co-production applications, submitted to their respective authorities one month before shooting of the film is to begin, a set of documents which includes the following:

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- a document concerning the acquisition of film rights for the commercial exploitation of the film;
 - a detailed scenario;
 - a cost estimate and detailed financing plan;
 - a list of the technical and artistic personnel of the two countries;
 - a production schedule for the film;
 - the co-production contract. This contract must specify that the granting of privileges under the Agreement does not commit the competent authorities of the two countries with respect to the exploitation of the film and must set forth the conditions for financial settlement should exploitation be impossible in either country.

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