

No. 17126

**FEDERAL REPUBLIC OF GERMANY
and
SWEDEN**

**Agreement concerning co-production of films (with annex).
Signed at Bonn on 14 June 1977**

Authentic texts: German and Swedish.

Registered by the Federal Republic of Germany on 13 October 1978.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
SUÈDE**

**Accord relatif à la coproduction cinématographique (avec
annexe). Signé à Bonn le 14 juin 1977**

Textes authentiques : allemand et suédois.

Enregistré par la République fédérale d'Allemagne le 13 octobre 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
KINGDOM OF SWEDEN CONCERNING CO-PRODUCTION OF
FILMS

The Government of the Federal Republic of Germany and the Government of the Kingdom of Sweden,

Being anxious to develop co-operation in respect of films,

Desiring to facilitate the production of films capable of enhancing the reputation of the film industries of the two countries,

Have agreed as follows:

Article 1. The Contracting Parties shall treat co-produced films in accordance with the legislation in force in the two countries and the following provisions.

Article 2. (1) Each Contracting Party shall treat the films referred to in article 1, which are subject to this Agreement, as national films. The competent authorities of the Contracting Parties shall grant any authorizations necessary in accordance with their legislation in force.

(2) Co-producers shall receive such subsidies and other financial advantages as are granted in the territory of a Contracting Party under its legislation.

(3) The production of films in co-production by producers of the two States shall require authorization from the following competent authorities after mutual consultation:

- In the Federal Republic of Germany, Bundesamt für gewerbliche Wirtschaft, 6236 Eschborn;
- In Sweden, Svenska Filminstitutet, 102 52 Stockholm.

Article 3. The privileges available for co-productions may be granted only to producers of satisfactory technical and financial standing and with adequate professional experience.

Article 4. (1) A co-production of a feature film shall meet the following requirements:

- (i) Each producer shall contribute financially, artistically and technically to the co-production:
 - (a) The participation of the minority producer in production costs must be at least 30 per cent;
 - (b) Artistic and technical contributions shall be proportional to the percentage of financial participation.
- (ii) Performers and technicians shall be German or Swedish nationals, belong to the cultural community of one Contracting Party or have their permanent residence in the area of validity of this Agreement.

¹ Came into force on 14 June 1977 by signature, in accordance with article 17 (1).

(iii) In so far as the structure of the film permits, the producer with the minority financial participation shall contribute at least one script writer or adapter and one leading actor and one actor in supporting role or, failing that, two actors in important roles and also one assistant director or other artistic or technical member of the staff. All the aforesaid persons shall fulfil the requirements specified in sub-paragraph (ii) above.

(2) In exceptional cases, the participation of script writers, and where the film script so requires also of performers who do not fulfil the requirements of paragraph 1 (ii), shall be permitted with the agreement of the competent authorities of the Contracting Parties.

(3) Over a period of three years, a general balance shall be achieved in all films co-produced under this Agreement in respect of financial and artistic participation as well as the utilization of studios and laboratories in both countries.

Article 5. Studio scenes must be shot and films must be scored and developed in the area of validity of this Agreement. Shooting on location and outdoor shooting outside the area of validity of this Agreement shall be permitted only if the plot of the film or the technical conditions for its production so require.

Article 6. (1) One original or dubbed version in German and, except as otherwise agreed by the co-producers, one original or dubbed version in Swedish shall be made from the final version of the film. These versions may contain passages of dialogue in another language if the script so requires.

(2) Each of the producers shall be a part owner of the original negative (picture and sound) and joint holder of the usufructuary rights to the film in proportion to his participation in the production costs of the film, regardless of where the negative is kept. Each producer shall be entitled to a duplicate negative in his own language version. The consent of both producers shall be required for the production of a duplicate negative in a language other than those of the Contracting Parties.

(3) The negative of the film shall be produced in a laboratory in the area of validity of this Agreement. Copies intended for exhibition in areas not covered by exclusive distribution rights shall be produced in the territory of the Contracting Party in which the holder of such exclusive distribution rights is domiciled. Derogations from these provisions shall be permissible where technical considerations so require. Each producer shall be entitled to produce the number of copies needed for his market. The consent of both producers shall be required for the delivery of copies to areas in which neither producer has exclusive distribution rights.

Article 7. The title credits of each copy, and the trailer and advertising material for the film shall indicate that the film is a co-production in which producers from the two countries have co-operated.

Article 8. (1) Unless the producers decide otherwise, co-production films shall be shown at film festivals in the name of the Contracting Party to which the producer whose financial participation is the greater belongs or, in the event of equal financial participation, in the name of the Contracting Party to which the producer who provides the director belongs.

(2) In principle, the arrangements for exporting a co-produced film shall be made by the producer whose financial participation is the greater. If the financial participation is equal, the export arrangements shall be made by the producer who pro-

vides the director. If the film is to be exported to a country which applies import quotas in respect of both Contracting Parties and if the Contracting Party to which the producer who is entitled under the first two sentences of this paragraph to export the film belongs has used up its quota, the film shall be charged to the quota of the other Contracting Party. If the film is to be exported to a country which has no import restrictions with regard to one of the Contracting Parties, the producer from that Contracting Party shall make the export arrangements.

Article 9. Receipts earned in regions not covered by exclusive distribution rights shall, in principle, be shared in proportion to the participation of the co-producers in the production costs.

Article 10. A film made by producers from both Contracting Parties with producers from States outside the area of validity of this Agreement which have concluded an agreement with one or both of the Contracting Parties on the co-production of films shall be regarded as a co-production within the meaning of this Agreement, provided that the conditions stipulated in article 4 are met. In such cases the provisions of this Agreement shall apply *mutatis mutandis*. The provisions of article 4, paragraph 1 (i) *a*, notwithstanding, the minimum financial participation may be 25 percent or, where a leading actor of international renown is employed at an unusually high cost, 20 per cent.

Article 11. The co-production of short films shall be authorized by the competent authorities of the two Contracting Parties if the film is produced under a financially balanced bilateral co-production arrangement and if it includes the participation of an artistic collaborator (director or cameraman) from the territory of each Contracting Party. The provisions of article 4, paragraph 1 (ii), shall apply to such persons.

Article 12. Applications for authorization of a co-production shall be submitted by each producer to the competent authorities of each of the two countries in accordance with the implementation procedure annexed to this Agreement. The annex shall constitute an integral part of this Agreement.

Article 13. The authorization of a co-production given under article 2, paragraph 3, shall not bind the authorities of the Contracting Parties to permit the public exhibition of the completed film.

Article 14. (1) The competent authorities of the two Contracting Parties shall regularly communicate to each other in writing information concerning the granting, rejection, amendment and revocation of authorizations for co-productions under this Agreement.

(2) Before rejecting an application for an authorization, the competent authority shall consult the competent authority of the other Contracting Party.

Article 15. (1) A mixed commission composed of representatives of the ministries concerned and governmental and professional experts of the two countries shall be established for the purpose of observing and facilitating the implementation of the Agreement and, if necessary, suggesting amendments to it.

(2) As a rule, the mixed commission shall meet once every two years at the invitation of each Contracting Party alternately. At the request of one of the Contracting Parties, the commission may also meet more frequently.

ting Parties, the mixed commission shall hold an extraordinary meeting within three months at the latest.

Article 16. This Agreement shall also apply to *Land Berlin*, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Kingdom of Sweden within three months from the date of entry into force of this Agreement.

Article 17. (1) This Agreement shall enter into force on the date of signature and shall remain in force until 31 December 1977.

(2) The Agreement shall be automatically renewed for further periods of one year unless denounced by one of the Contracting Parties in writing three months before its expiry.

(3) The provisions of this Agreement shall continue to apply, even after its date of expiry, to co-production projects already approved until their completion.

DONE at Bonn on 14 June 1977, in duplicate in the German and Swedish languages, both texts being equally authentic.

For the Government of the Federal Republic of Germany:

PETER HERMES

For the Government of the Kingdom of Sweden:

SVEN BACKLUND

ANNEX PURSUANT TO ARTICLE 12 OF THE AGREEMENT OF 14 JUNE 1977 CONCERNING CO-PRODUCTION OF FILMS

1. (a) Applications pursuant to article 12 of the Agreement shall be submitted in good time before the commencement of shooting and, in the Federal Republic of Germany, at least four weeks in advance. If shooting begins before authorization is granted, the fact that shooting has begun shall not in itself constitute grounds for any claim to the granting of authorization.

(b) The competent authority of the country of the producer with the majority financial participation shall transmit a copy of the application and supporting documents to the competent authority in the other State and shall notify it if necessary, as soon as possible, of any reasons why authorization should not be granted.

2. The following documents shall be submitted in all cases:

- (a) A script or a detailed treatment of between 50 and to 80 pages;
- (b) Proof that the film rights or an option on them have been lawfully acquired;
- (c) The signed original text of the co-production contract prior to its approval by the competent authorities, with three copies;
- (d) A financial plan;
- (e) A list of the technical and artistic personnel, indicating their nationality and the roles to be played by the performers, in three copies signed by the Contracting Parties;
- (f) A production schedule indicating the shooting period (for both studio and exterior filming) and the places where the film will be shot;
- (g) A detailed budget in duplicate.

3. The competent authorities may also require the submission of other documents to evaluate the project.

4. The document shall be submitted in the Federal Republic of Germany in the German language and in the Kingdom of Sweden in the Swedish language, with translations.

5. The co-production contract shall contain the following:

- (a) The title of the film or, where appropriate, the tentative working title;
- (b) The name of the producer responsible for making the film;
- (c) The name of the author or, in the case of adaptations of literary works, the name of the adapter;
- (d) The name of the director;
- (e) The respective financial participation of the two producers, both in the original budget and in any additional costs;
- (f) The apportionment of the receipts;
- (g) An agreement having provisions governing the possible refusal of authorization for a co-production or for the release and commercial exploitation of the film in the territory of one of the Contracting Parties;
- (h) The date scheduled for the start of filming;
- (i) The name of the holder of the international distribution rights.

6. The co-production contract may be modified also after the submission of an application for authorization but before the national final version of the film is completed. A producer or holder of international distribution rights who is specified in the contract may be replaced in exceptional cases. All modifications must be submitted immediately to the competent authorities for approval.
