

No. 21935

**FINLAND
and
FRANCE**

**Agreement concerning cinematography (with annex). Signed
at Paris on 2 February 1983**

Authentic texts: Finnish and French.

Registered by Finland on 10 June 1983.

**FINLANDE
et
FRANCE**

**Accord cinématographique (avec annexe). Signé à Paris le
2 février 1983**

Textes authentiques : finnois et français.

Enregistré par la Finlande le 10 juin 1983.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN FINLAND AND FRANCE CONCERNING CINEMATOGRAPHY

The Government of the Republic of Finland,
The Government of the French Republic,

Being anxious 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 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 legislative provisions and regulations applicable in their country.

Such films shall enjoy as of right the privileges accorded to national films under texts which are in force or which may hereafter be promulgated, whereby each of the two States accords the financial privileges which it grants to the co-producer who is its national.

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 Finland: the Finnish Cinema Foundation;

In France: the Centre national de la cinématographie.

Article 2. In order to enjoy co-production privileges, films must be made by co-producers who have an organization and experience recognized by the national authority.

Article 3. Applications for co-production privileges by the 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 set forth in the annex to this Agreement, which is an integral part of the said Agreement.

Approval of the co-production of a specific film by the competent authorities of each of the two countries may not be made contingent upon the presentation of segments reproduced from such a film.

When the competent authorities of the two countries have given their consent to the co-production of a specific film, that consent may not be subsequently withdrawn except by agreement between the said competent authorities.

Article 4. The economic, technical and artistic contributions of the producers of the two countries to a co-production film may vary between 30 and 70 per cent.

Films must be made in the national language of one of the two States or in the two languages by directors and with technicians and performers who have the status

¹ Came into force on 4 March 1983, i.e., 30 days after the date of signature, in accordance with article 17.

of Finnish nationals or of foreigners normally residing and employed in Finland, or of French nationals or residents of France.

The participation of a performer who is not a national of one of the two States referred to in the preceding paragraph may be permitted, in view of the film's requirements, after consultation between the competent authorities of the two countries.

The competent authorities of the two countries shall determine by mutual agreement the conditions for participation in co-production films by nationals of third States with which there are agreements or conventions concerning freedom of movement of persons or freedom of residence.

Article 5. Studio scenes must be shot and films must be scored and developed in accordance with the following provisions.

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

In any case, each co-producer shall be co-proprietor of the original negative (picture and sound), irrespective of where the negative is kept.

Each co-producer shall be entitled, in any case, to an inter-negative in his own language. If one of the co-producers waives this right, the negative shall be kept in a place chosen by mutual agreement by the co-producers.

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, and the prints intended for use in the minority country shall be made at a laboratory in the minority country.

Article 6. The competent authorities of the two countries shall periodically verify whether the balance between the two countries' contributions in the artistic and technical fields laid down in the provisions of this Agreement has been ensured and, if that is not the case, they shall take such measures as are deemed necessary.

Article 7. In principle, receipts shall be divided in proportion to the total contribution of each co-producer. The financial provisions adopted by the co-producers and the zones for sharing receipts shall be subject to the approval of the competent authorities of the two countries.

Article 8. Unless there are provisions to the contrary in the co-production contract, export arrangements for co-production films shall be made by the majority co-producer with the agreement of the minority co-producer.

In the case of films in which both sides participated equally, export arrangements shall be made, unless otherwise agreed by the Parties, by the co-producer having the nationality of the director. In the case of export arrangements with a country which imposes import restrictions, the film shall be charged, to the extent possible, against the quota of that of the two countries engaged in co-production which enjoys the more favourable régime.

Article 9. Credits, trailers and advertising material for co-production films shall indicate that the film is a Finnish-French co-production.

Article 10. At festivals and in competitions, co-produced films shall be presented as originating from the State of the majority co-producer, unless there is a different arrangement made by the co-producers and approved by the competent authorities of the two countries.

Article 11. In the co-production of short films, care must be taken in producing each film to achieve an overall balance artistically, technically and financially.

Article 12. The competent authorities of the two countries shall give favourable consideration on a case-by-case basis to the making of co-production films by Finland and France and countries with which either of them has co-production agreements.

Article 13. Subject to the laws and regulations in force, every facility shall be afforded for the travel and temporary residence of artistic and technical personnel working on co-production films and for the import and export to and from each country of material needed for the making and exploitation of such films (raw film, technical material, costumes, sets, advertising material, etc.).

II. EXCHANGE OF FILMS

Article 14. Subject to the laws and regulations in force, no restriction shall be placed in either country on the sale, import exploitation and, in general, the dissemination of film prints of national origin.

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

III. GENERAL PROVISIONS

Article 15. The competent authorities of the two countries shall communicate to each other full information on financial and technical questions concerning co-productions and exchanges of films and, in general, all particulars concerning relations between the two countries in respect of films or changes in laws or regulations which may affect them.

Article 16. The competent authorities of the two countries shall consider, if necessary, methods of implementing this Agreement in order to resolve any difficulties which arise in carrying out its provisions. They shall study 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.

They shall meet, within the framework of a mixed commission on film-making, at the request of either of them, especially in the event of any substantial amendments to either the laws or the regulations applicable to the film industry.

Article 17. This Agreement shall enter into force 30 days after its signature.

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

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

DONE at Paris on 2 February 1983 in duplicate, in the Finnish and French languages, both texts being equally authentic.

For the Government of the Republic of Finland:

PÄR STENBÄCK

For the Government of the French Republic:

CLAUDE CHEYSSON

A N N E X

IMPLEMENTATION PROCEDURES

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 the shooting of the film is to begin, a set of documents including:

- A document concerning the acquisition of film rights for the economic use of the work;
- A detailed scenario;
- A list of the technical and artistic personnel of the two countries;
- A detailed cost estimate and financing plan;
- A production schedule;
- The co-production contract between the co-producing companies.

The competent authorities of the two countries shall transmit to each other such sets of documents as soon as they have been filed. The competent authorities of the country having the minority financial participation shall give their consent only after receiving the views of the authorities of the country having the majority financial participation.
