

No. 22811

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
NORWAY**

**Films Co-production Agreement (with annex). Signed at
London on 8 December 1982**

Authentic texts: English and Norwegian.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 29 March 1984.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
NORVÈGE**

**Accord relatif à la co-production cinématographique (avec
annexe). Signé à Londres le 8 décembre 1982**

Textes authentiques : anglais et norvégien.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 29 mars 1984.*

FILMS CO-PRODUCTION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF NORWAY

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway,

Considering that the film industries of their two countries will benefit from closer mutual co-operation in the production of theatrical films; and

Considering that films capable of enhancing the prestige of the film industries and of the two countries should benefit from the provisions of this Agreement,

Have agreed as follows:

Article 1. For the purpose of this Agreement:

(1) A “co-production film” shall be a theatrical film made by one or more United Kingdom makers (hereinafter referred to as “the United Kingdom co-producer”) in conjunction with one or more Norwegian makers (hereinafter referred to as “the Norwegian co-producer”) and made in accordance with the terms of an approval given by the competent authorities of each Contracting Party acting jointly;

(2) “Nationals” means:

(a) In relation to the United Kingdom of Great Britain and Northern Ireland, Commonwealth citizens;

(b) In relation to the Kingdom of Norway, Norwegian citizens;

(3) “Residents” means:

(a) In relation to the United Kingdom of Great Britain and Northern Ireland, persons ordinarily resident in the United Kingdom;

(b) In relation to the Kingdom of Norway, persons ordinarily resident in Norway;

(4) “Great Britain” means England, Wales and Scotland;

(5) “Member State” means any country that is a Member State of the European Economic Community;

(6) “Competent authorities” means the authorities designated by the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Norway respectively.

Article 2. A co-production film shall be entitled to the full enjoyment of all the benefits which are or may be accorded in Great Britain and Norway respectively to national films.

Article 3. In approving projects for co-production films for the purpose of this Agreement, the competent authorities of each Contracting Party acting jointly shall apply the rules set out in the Annex, which forms an integral part of this Agreement.

¹ Came into force on 24 May 1983, the date of receipt of the last of the notifications by which the Contracting Parties informed each other of the completion of the required constitutional procedures, in accordance with article 7.

Article 4. Each of the Contracting Parties shall provide facilities in the United Kingdom or Norway as the case may be in accordance with the terms of Articles 1 to 22 inclusive and Annex B of the Customs Convention on the Temporary Importation of Professional Equipment, done at Brussels on 8th June 1961,¹ for the temporary admission and re-export of all cinematographic equipment (within the meaning of the Convention) necessary for the making of co-production films.

Article 5. Each of the Contracting Parties shall permit the nationals or residents of the other Contracting Party and citizens of a Member State to enter and reside in Great Britain or Norway as the case may be for the purpose of making or exploiting a co-production film, subject only to the requirement that they comply with the laws and regulations relating to entry and residence.

Article 6. There shall be a Mixed Commission composed of representatives of the Contracting Parties to supervise and review the working of the Agreement and, where necessary, to make proposals to the Contracting Parties for its modification. The Mixed Commission shall meet within one month of a request being made by either Contracting Party. Its meetings shall be held alternately in Great Britain and Norway.

Article 7. Each of the Contracting Parties shall notify the other of the completion of any procedure required by its constitutional law for giving effect to this Agreement, which shall enter into force from the date of receipt of the later of these notifications.

Article 8. This Agreement shall remain in force for a period of three years from the date of its entry into force. Either Contracting Party wishing to terminate it shall give written notice of termination to the other, three months before the end of that period and the Agreement shall then terminate at the end of the three years. If no such notice is given the Agreement shall automatically remain in force for successive periods each of three years unless it is terminated in writing by either Contracting Party three months before the end of any period of three years, when it will terminate at the end of that period.

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

DONE in duplicate at London this 8th day of December 1982, in the English and Norwegian languages, both texts being equally authoritative.

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:

MALCOLM RIFKIND

For the Government
of the Kingdom of Norway:

ALV HELTNE

ANNEX

(1) The competent authorities shall consult on procedures necessary to enable them to ensure that a project conforms with the provisions of this Agreement. When approving a project for a co-production film, they may stipulate conditions of approval framed in order to achieve the general aims and objects of the Agreement.

¹ United Nations, *Treaty Series*, vol. 473, p. 153.

(2) A co-production film shall be made within the terms of approval prescribed by the competent authorities. If the completed film conforms in all respects with these terms, the Contracting Parties shall ensure that the film receives in Great Britain and Norway respectively the benefits indicated in Article 2 of this Agreement. These benefits shall be the sole property of the United Kingdom and Norwegian co-producers respectively and the contract or contracts governing the making of the co-production film shall provide that such benefits shall not be assigned in whole or in part by the co-producer from one country to the co-producer from the other.

(3) The competent authorities shall satisfy themselves that conditions of work in the making of co-production films under this Agreement in each of the two countries are in broad terms comparable. Conditions of work in the making of co-production films on location in a third country shall not be less favourable than those prevailing in the United Kingdom or Norway.

(4) (a) The United Kingdom co-producer shall fulfil all the conditions relating to his status which he would be required to fulfil, if he were the only maker, in order to be entitled to payments from the British Film Fund Agency.

(b) The Norwegian co-producer shall be a Norwegian citizen or an eligible corporation as defined under the laws of Norway.

(c) The United Kingdom co-producer and the Norwegian co-producer shall not be linked by common management or control, save to the extent that is inherent in the making of the co-production film itself.

(5) The total production costs of a co-production film shall not be less than £150,000 or N.Kr. 1,500,000 whichever is the greater at the prevailing rate of exchange, and the share of such costs borne by the co-producer from one country shall not be less than 20 per cent.

(6) Co-production films shall be prepared, made, processed and completed in the United Kingdom or Norway, or in both countries, so however that:

(a) The competent authorities shall have the power to approve location filming in a third country;

(b) Dubbing into languages other than English and Norwegian may be carried out in third countries and all versions of the film may contain passages of dialogue in other languages if this is required by the script;

(c) The majority of the work of preparation, making (including studio and location shooting), processing and completion shall normally be carried out in the country which has the major financial participation.

(7) Individuals taking part in the making of a co-production film shall be nationals or residents of the United Kingdom or of Norway or citizens of a Member State. As an exception, nationals or residents of other countries may take part as leading performers in leading roles in a co-production film, subject to the approval of the competent authorities. Where, under the provisions of paragraph (6) of this Annex approval has been given to location filming in a third country, nationals or residents of that country may be employed as crowd artistes or as additional employees whose services are necessary for the location work to be undertaken.

(8) The performing, technical and craft contributions of the British and Norwegian co-producers to a co-production film shall be in reasonable proportion to their financial participation. Where the co-producer from one country provides less than one half of the total production costs, not less than one leading performer, one feature performer, six technical, craft or studio employees and, if required, one writer, all of whom are nationals or residents of that country, or in the case of the United Kingdom, nationals or residents of the United Kingdom or citizens of a Member State, shall be employed in the making of the film.

(9) Any music specially composed, directed and performed for a film covered by this Agreement shall be composed, directed and performed by nationals or residents of either country or citizens of a Member State. Any departure from this rule shall be approved by the competent authorities.

(10) At least 90 per cent of the photographs included in a co-production film shall be specially shot for that film.

(11) The contracts between the co-producers shall:

- (a) Provide that every co-production film shall have two negatives (one negative and one duplicate negative) and that each co-producer shall be the proprietor of a negative or duplicate negative and shall have the right to use it for taking a duplicate negative or prints in accordance with the conditions set forth in the contract;
- (b) Set out the financial liability of each co-producer for the costs incurred:
 - (i) In preparing a project which is refused conditional approval as a co-production film by the competent authorities;
 - (ii) In making a film which has been given such conditional approval and fails to comply with the conditions of such approval; or
 - (iii) In making an approved co-production film, permission for whose public exhibition is withheld in either country;
- (c) Set out the arrangements regarding the division between the co-producers of the receipts from the exploitation of the film, including those from export markets; these arrangements shall be subject to the approval of the competent authorities;
- (d) Specify the dates by which their respective contributions to the production of that film shall have been completed.

(12) Each co-production film shall include a separate credit title indicating that the film is either a "United Kingdom-Norwegian" co-production film or a "Norwegian-United Kingdom" co-production film.

(13) Films made in accordance with an approved co-production project but completed after the termination of this Agreement shall be entitled to all the benefits conferred by Article 2 of this Agreement.

(14) Over each period of three years, it shall be the intention to achieve an overall balance between the contribution of each country to the production costs of all films made under this Agreement, and between the usage of studios and laboratories, and the employment of all creative, craft and technical personnel. In the case of creative, craft and technical personnel the balance shall be measured on a *per capita* basis.

(15) The approval of a project for a co-production film by the competent authorities shall not bind the authorities in either country to permit the public exhibition of the resulting film.

(16) Payments and financial transfers in connection with films made under this Agreement shall be effected within the framework of existing agreements and regulations.

(17) The provisions of this Films Co-Production Agreement and of this Annex may from time to time be amended by agreement between the competent authorities, after consultation with the Mixed Commission, and any such provisions shall take effect as so amended when the amendment has been published both in the United Kingdom in *British Business* and in Norway in the *Norsk Lysingsblad*.