

No. 22844

**FRANCE
and
CANADA**

**Agreement on television relations. Signed at Paris on 11 July
1983**

*Authentic texts: French and English.
Registered by France on 1 April 1984.*

**FRANCE
et
CANADA**

**Accord sur les relations dans le domaine de la télévision.
Signé à Paris le 11 juillet 1983**

*Textes authentiques : français et anglais.
Enregistré par la France le 1^{er} avril 1984.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF CANADA ON TELEVISION RELATIONS

The Government of the French Republic and the Government of Canada,

Considering that it is desirable to establish a framework for all Canada-France relations in the field of television, as was agreed to for cinematographic relations, and

Wishing to promote and develop Canada-France television co-productions of quality, and

Wishing to foster by all available means the distribution, in their respective countries of programs from the other country,

Have agreed as follows:

Article I. This Agreement governs the Canada-France television co-productions undertaken in accordance with the provisions below. It applies to television works of all kinds including feature length works developed from television series, whatever technological medium, dissemination or distribution method may be used.

Article II. 1. In order to qualify for the benefits of co-production, television productions must meet the following conditions:

- a) Be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing;
- b) Be shot in studio in one or other of the countries participating in the co-production. If the script or action of the program so requires and if technicians from the two co-producing countries take part in the shooting, location shooting, exterior or interior, in a country not participating in the co-production, may be authorized;
- c) Be made by directors who are Canadian, or French, or nationals of a member State of the European Economic Community, or permanent residents of either Canada or France;
- d) Be made with the participation of technicians and performers who are Canadian or French or nationals of a member State of the European Economic Community, or permanent residents of either Canada or France;
- e) However, should the program so require, the participation of performers other than those provided for in paragraph d) may be permitted in exceptional cases, subject to agreement between the competent authorities of both Parties.

Article III. The proportion of the respective contributions of the co-producers of the two countries may vary from twenty to eighty (20-80) per cent for each program. The minority co-producer must make an effective technical and creative contribution.

Article IV. The Parties look favourably upon the co-production of programs meeting the international standards subscribed to by Canada, France and countries

¹ Came into force on 11 July 1983 by signature, in accordance with article XVII.

to which either of the said Parties is bound by co-production agreements. The conditions of eligibility for the benefits provided by this Agreement for such programs shall be determined in each case. No minority contribution to such programs shall be less than twenty (20) per cent of the budget.

Article V. In implementing this Agreement, both Parties shall strive to achieve an overall balance with respect to both participation by creative staff, technicians and performers, and to the financial and technical resources of both countries.

The Joint Commission referred to in Article 16 of the Agreement assesses whether such a balance has been achieved, and recommends, in case of need, to the competent authorities any measures it deems necessary to correct an imbalance.

Article VI. The original material of production and reproduction is deposited in the joint names of the co-producers in a laboratory chosen by mutual consent.

Article VII. Two versions may be made of each program, one in English and the other in French. If it is made only in English, a dubbed French version must be made. If it is made only in French, a dubbed English version may be made of it.

Dubbing is carried out either in Canada or in France as chosen by agreement between the co-producers. Failing this, the decision is made by the majority co-producer. In this case, the minority co-producer is at liberty to prepare, at his own expense, the version for use in his own home market.

Article VIII. Subject to legislation and regulations in force, each Party shall facilitate the entry into and temporary residence in its territory of the creative and technical personnel of the other Party. They shall similarly permit the temporary entry and re-export of any equipment necessary for the production of programs under this Agreement.

Article IX. Where a co-produced program is exported to a country that has quota regulations:

- (a) It shall, in principle, be included in the quota of the country of the majority co-producer;
- (b) If the respective contributions of the co-producers are equal, it shall be included in the quota of the country that has the best opportunity of arranging for its exhibition;
- (c) If any difficulties arise, it shall be included in the quota of the country of which the director is a national;
- (d) If one of the co-producing countries enjoys unrestricted entry of its programs into the importing country, co-produced programs shall, like national programs, be entitled to full right of such unrestricted entry.

Article X. A co-produced program shall, when shown, be identified as a "CANADA-FRANCE CO-PRODUCTION" or "FRANCE-CANADA CO-PRODUCTION", and shall mention all the co-producers. Such identification shall appear in a separate credit title and in all commercial advertising and promotional material, to be used whenever these programs are shown.

Article XI. Unless otherwise agreed upon by the co-producers, co-produced programs shall be entered in international festivals by the country of the majority co-

producer or, in the event of equal financial participation, by the co-producing country of which the director is a national.

Article XII. The competent authorities of both countries shall jointly establish the rules of procedure for co-productions, taking into account the legislation and regulations in force in both France and Canada.

Article XIII. Programs co-produced and qualified under the present Agreement are by right fully entitled to the benefits resulting from the provisions concerning the audiovisual industry which are in force or from those which may be decreed in each country.

Programs to be co-produced by the two countries must be approved after consultation between the competent authorities of both countries:

- In Canada: By the Minister of Communications or, if he so authorizes, the Canadian Film Development Corporation;
- In France: By the Minister of External Relations.

Article XIV. When a full-length cinematographic production is taken from a television series, only the cinematographic production requires the assent in France of the Centre national de la cinématographie. This assent sets the conditions governing the use of the audiovisual work as a cinematographic production and its distribution to theatres. The budget allotment for the cinematographic production is expressed as a percentage of its cost in relation to the overall budget.

Article XV. No restrictions shall be placed on the import, distribution and exhibition of French programs in Canada or Canadian programs in France other than those contained in the legislation and regulations in force in the two countries.

Article XVI. The competent authorities of both countries will refer to the conditions of application of this Agreement in order to resolve any difficulties arising out of its implementation. They shall consider any possible amendments with a view to developing audiovisual co-operation in the best interests of both countries.

A Joint Commission is set up to look after the application of this Agreement. It shall meet in principle once every two years and it will meet alternately in the two countries. However, it may be convened at the request of one or both competent authorities, particularly in the case of major amendments to the legislation or the regulations governing television production, where the application of the Agreement presents serious difficulties.

Article XVII. The present Agreement shall come into force on the date of its signature for a period of three years.

Unless it is terminated by a six [-month] notice it shall remain in force by tacit renewal.

In this case, it may be denounced at any time; this denunciation shall become operative six months after its notice to the other Party.

However, co-productions in progress before the denunciation shall continue to benefit from the conditions of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorised by their governments, have affixed their signatures hereto.

DONE in two copies at Paris, on 11 [July] 1983 in English and in French, both texts being equally authentic.

For the Government
of the French Republic:

[Signed]

GEORGES FILLIOUD

For the Government
of Canada:

[Signed]

FRANCIS FOX
