

**No. 24960**

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**CANADA  
and  
ALGERIA**

**Agreement concerning cinematographic relations. Signed at  
Montreal on 14 July 1984**

*Authentic texts: English, French and Arabic.*

*Registered by Canada on 16 July 1987.*

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**Accord sur les relations cinématographiques. Signé à  
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*Textes authentiques : anglais, français et arabe.*

*Enregistré par le Canada le 16 juillet 1987.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA CONCERNING CINEMATOGRAPHIC RELATIONS

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The Government of Canada and the Government of the People's Democratic Republic of Algeria,

Conscious that co-production can contribute to the further expansion of the cinematographic industries of both countries as well as to the development of cultural and economic exchanges between the two countries;

Determined to foster the further development of cinematographic co-operation between Canada and Algeria for the benefit of their peoples as well as their respective industries;

Convinced that this co-operation will contribute to the enhancement of the economic and cultural relations between their two countries;

Have agreed as follows:

*Article I.* 1. For the purposes of this agreement, the term "cinematographic production" includes cinematographic productions of any length or technical medium, including fiction, animated productions and documentaries, produced in accordance with the provisions pertaining to the cinematographic industry in each country, for primary distribution to theatres in both countries.

2. Cinematographic co-productions qualified under the present Agreement are by right fully entitled to the benefits resulting from the provisions concerning the cinematographic industry which are in force or from those which may be decreed in each country.

3. These benefits accrue solely to the producer of the country that grants them.

4. Cinematographic productions to be co-produced by producers of the two countries must be approved, after consultation between the competent authorities of both countries:

In Canada: the Minister of Communications or, if he so authorizes, the Canadian Film Development Corporation ("Telefilm Canada").

In Algeria: the Minister of Culture and Tourism or, if he so authorizes, the "l'Office national de commercialisation de l'industrie cinématographique" ("ONCIC").

*Article II.* 1. In order to qualify for the benefits of co-production, cinematographic productions must be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

2. Studio shooting must be carried out in one or other of the countries participating in the co-production. Location shooting, exterior or interior, in a country not participating in the co-production may be authorized, if the script or action of the work so requires and if technicians from Canada and Algeria take part in the shooting.

*Article III.* 1. The directors of cinematographic productions, as well as technicians and performers participating in the production, must be nationals of Algeria or Canada, or resident in Algeria or permanent residents of Canada.

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<sup>1</sup> Came into force on 14 July 1984 by signature, in accordance with article XVIII.

2. The term “permanent residents of Canada” mentioned in the preceding paragraph has the same meaning as in the provisions of the Canada Income Tax Regulations relating to certified productions, as they may be amended from time to time.

3. Should the cinematographic co-production so require, the participation of performers other than those provided for in the preceding paragraph may be permitted, subject to agreement between the competent authorities of both countries.

*Article IV.* 1. The proportion of the respective contributions of the co-producers of the two countries may vary from thirty to seventy (30-70) per cent for each cinematographic production.

2. The minority co-producer shall be required to make an effective technical and creative contribution. In principle, the contribution of the minority co-producer in creative staff, technicians and actors shall be in proportion to his investment. In exceptional circumstances, departures herefrom may be made jointly by the competent authorities of both countries.

*Article V.* 1. The contracting parties look favourably upon the cinematographic co-productions meeting international standards by Canada, Algeria and countries to which either of the said parties is bound by co-production agreements.

2. The conditions of acceptance for such cinematographic productions shall be determined in each case.

3. No minority contribution to such cinematographic productions shall be less than twenty (20) per cent of the budget.

*Article VI.* 1. In principle, an overall balance must be achieved during the term of this agreement with respect both to participation by creative staff, technicians and performers, and to the financial and technical resources of both countries (studios and laboratories).

2. The Joint Commission referred to in Article XVII of the Agreement shall examine whether such a balance has been achieved, and shall decide what measures are necessary in order to correct any imbalance.

*Article VII.* Two copies of the technical material used in the production shall be made for all cinematographic co-productions. Each co-producer shall be the owner of a copy of this material and shall be entitled to use it to make the necessary prints or copies. Moreover, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers.

*Article VIII.* 1. Two versions shall be made of each cinematographic production, one in English or French, the other in Arabic. These versions may include dialogue in other languages as the script may require. The English and/or French version shall be made in Canada and the Arabic version in Algeria.

*Article IX.* Subject to its legislation and regulations in force, each contracting party shall facilitate the entry into and temporary residence in its territory of the creative and technical personnel of the other party. It shall similarly permit the temporary entry and re-export of any equipment necessary for the cinematographic co-production under this Agreement.

*Article X.* Contract clauses providing for the sharing of markets and receipts between co-producers shall be subject to approval by the competent authorities of both

countries. Such sharing shall in principle be based on the percentage of the respective contributions of the co-producers.

*Article XI.* Approval of a co-production proposal by the competent authorities of both countries is in no way binding upon them in respect of the granting of permission to show the work thus produced.

*Article XII.* Where a cinematographic co-production 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 of the co-production is a national;
- (d) If one of the co-producing countries enjoys unrestricted entry of its productions into the importing country, co-productions shall, like national productions, be entitled by full right to such unrestricted entry.

*Article XIII.* A cinematographic co-production shall when shown be identified as “Canada-Algeria co-production” or “Algeria-Canada co-production”.

Such identification shall appear in a separate credit title, in all commercial advertising and promotional material and whenever this cinematographic production is shown.

*Article XIV.* Unless the co-producers agree otherwise, cinematographic co-productions shall be entered at international festivals by the country of the majority co-producer or, in the event of equal financial participation, by the country of which the director of the co-production is a national.

*Article XV.* The competent authorities of both countries shall jointly establish the rules of procedure for co-production, taking into account the legislation and regulations in force in Canada and Algeria.

*Article XVI.* 1. No restrictions shall be placed on the import, distribution and exhibition of Algerian cinematographic productions in Canada or Canadian cinematographic productions in Algeria other than those contained in the legislation and regulations in force in the two countries.

2. Moreover, the contracting Parties affirm their desire to foster by all available means the distribution in each of their respective countries of cinematographic productions from the other country.

*Article XVII.* 1. The competent authorities shall examine the implementation of this Agreement as necessary in order to resolve any difficulties arising out of its application. They will consider possible amendments with a view to developing cinematographic production co-operation in the best interests of both countries.

2. A meeting of a joint cinematographic Commission will take place in principle once every two years and it will meet alternately in the two countries. However, it may be convened for extraordinary sessions at the request of one or both competent authorities, particularly in the case of major amendments to the legislation or the regulations governing the film industry, or where the application of this Agreement presents serious difficulties.

*Article XVIII.* 1. The present Agreement shall come into force on the day of its signature.

2. It shall be valid for a period of three years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other of the contracting parties gives notice of termination six (6) months before the expiry date. However, co-productions in progress at the time of notice of termination of the Agreement by either party, shall continue to benefit fully until completion from the conditions of this Agreement. Even after its expiry, the co-production Agreement shall continue to apply to the liquidation of receipts from cinematographic co-productions under this Agreement.

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

DONE in duplicate at Montreal, this 14th day of July, 1984, in the English, French and Arabic languages, each version being equally authentic.

For the Government  
of Canada:

[Signed]

FRANCIS FOX

Minister for International Trade

For the Government  
of the People's Democratic Republic  
of Algeria:

[Signed]

ABDELMADJID MEZIANE

Minister of Culture and Tourism