

**No. 26277**

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**FEDERAL REPUBLIC OF GERMANY  
and  
SWITZERLAND**

**Agreement on relations in the field of film (with annex).  
Signed at Bonn on 6 June 1984**

*Authentic text: German.*

*Registered by the Federal Republic of Germany on 8 November 1988.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
SUISSE**

**Accord sur les relations cinématographiques (avec annexe).  
Signé à Bonn le 6 juin 1984**

*Texte authentique : allemand.*

*Enregistré par la République fédérale d'Allemagne le 8 novembre 1988.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL  
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE  
SWISS CONFEDERATION ON RELATIONS IN THE FIELD OF  
FILM

The Government of the Federal Republic of Germany and the Government of the Swiss Confederation,

Anxious to promote cooperation in respect of films,

Desiring to encourage the co-production of films that promote film production in the two countries,

Have agreed as follows:

## CO-PRODUCTION

*Article 1*

The Contracting Parties shall treat films to be co-produced by producers of both countries in accordance with the provisions of this Agreement within the framework of their respective national legislation.

*Article 2*

(1) Films co-produced under this Agreement shall be regarded as national films.

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

(3) Co-productions to which this Agreement applies shall be subject to mutually agreed approval before the start of shooting, by the competent authorities of the two countries: the competent authority in the Federal Republic of Germany shall be the Bundesamt für gewerbliche Wirtschaft (Federal Office for Industry) and, in Switzerland, the Bundesamt für Kulturpflege (Federal Office for Culture).

(4) Approval shall be subject to the appropriate implementation of the co-production project.

*Article 3*

The privileges available for co-productions shall be granted to producers of satisfactory technical and financial standing and with adequate professional qualifications.

*Article 4*

(1) Participation by the co-producers shall consist of financial, artistic and technical contributions. In principle, the artistic and technical contributions of each co-producer shall be in proportion to his financial contribution.

<sup>1</sup> Came into force provisionally on 6 June 1984, the date of signature, and definitively on 28 February 1986, i.e., 30 days after the date of receipt of the last of the notifications (effected on 13 September 1984 and 28 January 1986) by which the Contracting Parties had informed each other of the completion of the required constitutional procedures in accordance with article 15 (1).

(2) The minority co-producer shall as a rule contribute not less than 30 per cent of the production cost of the film.

(3) In exceptional cases, a minimum financial participation of 20 per cent may be accepted if the film is of particular importance to the two countries and the production costs are higher than average.

#### Article 5

(1) The participants in the making of the film must, in the case of the Federal Republic of Germany, be German nationals or belong to its cultural community and have their permanent residence in the Federal Republic of Germany; in the case of the Swiss Confederation, they must be Swiss nationals or have authorization to settle in Switzerland. If, in accordance with these provisions, persons can be classified as being from both States, the co-producers shall agree upon their classification. If no agreement is reached, these persons shall be classified as being from the State of the co-producer to whom they are under a contractual obligation.

(2) The artistic and technical participation by the co-producer making the minority financial contribution shall include at least one scriptwriter or adopter, one assistant director or other important artistic or technical member of the team and one actor in a leading role and an important role or two actors in important roles and one actor in a supporting role, all being nationals of the minority co-producer country. If the minority co-producer provides the director, one actor in an important role for the country of the minority financial contributor shall then be sufficient.

(3) Exceptionally, the participation of performers or writers who do not fulfil the requirements of paragraph (1) of this article shall, having regard to the requirements of the film, be permitted with the agreement of the competent authorities of the Contracting Parties.

(4) In so far as the technical requirements are met, laboratory work and sound processing (mixing, dubbing, etc.) shall be carried out within the area of validity of this Agreement. In the case of location shooting in third countries, the relevant part of the negative may be developed there and a master copy made. A balance shall be sought in the use of the technical facilities of the Contracting Parties.

(5) In so far as the technical requirements are met, studio shooting should be carried out in studios that are within the area of validity of this Agreement.

(6) (a) Each producer shall be a part owner of the original negative (picture and sound), shall have free access to it and 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.

(b) An original or dubbed version in German or in one of Switzerland's national languages shall be made from the final version of the film. Each version may contain passages of dialogue in another language if the script so requires.

#### Article 6

(1) Receipts shall as a rule be allocated in proportion to the financial contribution of each co-producer. This may be achieved *inter alia* through a division of the territories and areas of distribution. The size of the markets of the Contracting Parties shall be taken into account.

(2) The co-producers shall agree on rules for international sales.

(3) In general, a co-produced film shall be shown at film festivals as an entry of the majority co-producer or of the co-producer who provides the director. By mutual agreement, the film may also be shown as an entry of both co-producers.

#### Article 7

Title credits or closing credits and important advertisement material for co-produced films shall indicate that the film is a co-production of the two countries.

#### Article 8

(1) The competent authorities shall, within the scope of this Agreement, recognize as co-productions films which have been produced jointly by producers from the Federal Republic of Germany, Switzerland and countries with which either of the two has concluded co-production agreements.

(2) The provisions of article 4, paragraph 1, and of article 5, paragraphs 1 and 2, shall apply to co-productions within the meaning of paragraph 1 above; a participation by the minority co-producer of 20 per cent in the costs of making the film shall, however, be deemed sufficient. The remaining provisions of article 5 shall apply *mutatis mutandis*.

#### Article 9

Within the framework of their respective national legislation, each Contracting Party shall facilitate for accepted co-productions:

(a) The entry into and temporary residence in its territory of technical and artistic personnel of the other Contracting Party;

(b) The import and export into or out of its territory of technical and other shooting material of producers of the other Contracting Party.

#### Article 10

Applications for approval of a co-production shall be submitted to the competent authorities in accordance with the implementation procedure annexed to this Agreement.

#### Article 11

The competent authorities shall regularly inform each other about matters concerning the granting, refusal, modification or cancellation of approvals of co-productions.

### EXCHANGE OF FILMS

#### Article 12

The Contracting Parties affirm their desire to promote to the extent possible the distribution and utilization in their respective countries of films from the other country.

### GENERAL PROVISIONS

#### Article 13

(1) A mixed commission composed of representatives of the Governments and the competent experts of the two countries shall be established to monitor the

implementation of the Agreement and, if necessary, to suggest amendments to it. It may also consider proposals for promoting further cooperation in the film field.

(2) While this Agreement is in effect, the mixed commission shall meet as a rule every three years, alternately in the Federal Republic of Germany and Switzerland; a meeting may also be convened at the request of either Contracting Party, especially in the event of an important change in the legislation or regulations governing the film industry.

#### *Article 14*

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 Swiss Confederation within three months of the date of entry into force of this Agreement.

#### *Article 15*

(1) The two Contracting Parties shall notify each other of the completion of the constitutional procedures required for the entry into force of this Agreement. The Agreement shall enter into force 30 days after the receipt of the later notification. It shall be implemented on a provisional basis as from the date of its signature.

(2) This Agreement shall be concluded for three years from the date of entry into force. It shall be extended for successive periods of three years unless one or the other Contracting Party gives written notice of termination at least three months before expiry of this period.

DONE at Bonn on 6 June 1984 in two copies, both in the German language.

For the Government of the Federal Republic  
of Germany:

PER FISCHER

For the Government of the Swiss Confederation:

CH. MÜLLER

## ANNEX PURSUANT TO ARTICLE 10

## IMPLEMENTATION PROCEDURE

In order to benefit from the provisions of the Agreement, the producers of the two countries must submit the application for approval of a co-production to their competent authorities four weeks before the commencement of shooting.

In particular, the following documents shall be attached to the application:

- A detailed script or other manuscript providing adequate information on the planned subject-matter and its treatment;
- The staff and cast lists, indicating activities or roles and the nationality of the participants;
- Proof that the author's rights or an option on them have been acquired;
- The co-production contract concluded between the co-producers subject to prior approval by the authorities;
- The arrangement regarding the respective shares of the two producers in any additional costs. In principle, such shares shall be proportional to their respective financial contributions, although the share of the minority producer may be limited to a lower percentage or to a fixed amount;
- An estimate of costs and a detailed financial plan;
- A summary of the technical contribution of each of the two countries;
- The work schedule, with information on the expected shooting locations for the film.

Furthermore, the authorities may demand any documentation and all other information deemed necessary for their assessment of the project.

The authorities of the State making the minority financial contribution may withhold their approval until they have received the relevant statement of position from the authorities of the State making the majority financial contribution. In principle, the competent authorities of the State of the majority co-producer shall inform the competent authorities of the State of the minority co-producer of their proposed decision within 20 days from the receipt of all the documents. In principle, the competent authorities of the State of the minority co-producer shall state their declaration in the following seven days.

Subsequent amendments to the co-production Agreement shall be submitted immediately to the competent authorities for approval.

Approval may be made subject to conditions and terms which ensure compliance with the provisions of the Agreement.