

No. 30176

**FRANCE
and
SENEGAL**

**Agreement on cinematography (with annex). Signed at Paris
on 2 June 1992**

Authentic text: French.

Registered by France on 3 August 1993.

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et
SÉNÉGAL**

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Texte authentique : français.

Enregistré par la France le 3 août 1993.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CINEMATOGRAPHY (WITH ANNEX) BETWEEN
THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE
GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Government of the French Republic,

The Government of the Republic of Senegal,

Desiring to pursue cooperation in the area of cinematography, to facilitate the co-production of films whose artistic and technical qualities are likely to enhance the prestige of their countries and strengthen cultural ties between Europe and Africa, and to develop the exchange of films between them,

Have agreed as follows:

I. CO-PRODUCTION

Article 1

1. Full-length and short films co-produced and qualified under this Agreement are considered to be national films by the authorities of the two countries, in accordance with the laws and regulations applicable in their countries.

They shall by right benefit from the privileges reserved for national films under the provisions which are in effect or under those which may be enacted in each country.

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

- In France: the National Film Centre;
- In Senegal: the Film Board.

Article 2

In order to qualify for co-production benefits, the producers making the film must have an organization and experience recognized by the competent authority in their country.

Article 3

Applications for co-production benefits shall be filed by the producers of each of the two countries in accordance with the application procedure set forth in the annex to this Agreement; the latter shall be an integral part of said Agreement.

Approval for the co-production of a given film by the competent authorities of each of the two countries may not be subject to presentation of printed elements of the said film.

¹ Came into force on 2 June 1992 by signature, in accordance with article 17.

When the competent authorities of the two countries have given their approval for the co-production of a given film, such approval may not subsequently be withdrawn unless the said competent authorities agree otherwise.

Article 4

The respective contributions of the producers of the two countries to a co-production film may vary from 20 to 80 per cent.

The contribution of the minority co-producer must include effective technical and/or artistic participation.

Exceptions may be permitted only if jointly approved by the competent authorities of both countries.

Films must be made by directors, technicians and actors who are French nationals or resident in France, nationals of Senegal or another French-speaking African State or resident in Senegal.

The participation of actors or technicians who are not nationals of one of the States referred to in the preceding paragraph may be permitted, due account being taken of the requirements of the film.

Article 5

Each co-producer shall, in any event, be co-owner of the original negative (picture and sound), irrespective of where the negative is kept.

Each producer shall be entitled, in any event, to an internegative in his own language. If either co-producer waives this right, the negative shall be kept in a place selected jointly by the co-producers.

Article 6

The co-producers shall freely determine how receipts are to be divided; in principle, such division shall be in proportion to the total contribution of each co-producer. The financial provisions adopted by the co-producers and the areas of division of receipts shall be subject to approval by the competent authorities of the two countries.

Article 7

Unless the co-production contract provides otherwise, export arrangements for films shall be made by the majority co-producer with the agreement of the minority co-producer.

If the respective contributions of the co-producers are equal, export arrangements shall, unless otherwise agreed by the parties, be made by the co-producer having the same nationality as the director. In the case of exports to countries which have import restrictions, the film shall be charged against the quota of the co-producing country which enjoys the more favourable arrangement.

Article 8

Credits, trailers and advertising material for co-produced films shall indicate that such films are co-productions between France and Senegal and, in the case of co-productions involving more than two countries, the other participating countries.

Article 9

The co-produced film must be produced in an original version in one of the national languages of Senegal with French subtitles, or in a French version subtitled in one of the national languages. In any event, under the terms of this agreement, the national languages shall be treated in the same way as French.

Article 10

Unless otherwise arranged by the co-producers and approved by the competent authorities of the two countries, co-produced films shall be entered in festivals and competitions under the nationality of the State of the majority co-producer.

Article 11

The competent authorities of the two countries shall give favourable consideration to the co-production of films by France, Senegal, the other French-speaking African States and those countries with which either State has co-production agreements.

Article 12

Subject to the legislation and regulations in force, every facility shall be afforded for the travel and sojourn of artistic and technical personnel working on co-produced films and for the import and export to and from each country of the material needed to make and release the same (unexposed film, technical equipment, costumes, sets, advertising material, and so forth).

II. EXCHANGE OF FILMS*Article 13*

Subject to the legislation and regulations in force, the sale, import, release and distribution in general of prints of national films shall not be subject to any restrictions by either party.

Transfers of receipts from the sale and release of films imported under this Agreement shall be made in accordance with the contracts concluded between the producers and with the legislation and regulations in force in each country.

Article 14

The competent authorities of the two countries shall pay special attention to training in cinematography. They shall consult each other with a view to considering jointly the measures to be taken to facilitate the initial training of film professionals and the upgrading of their skills.

III. GENERAL PROVISIONS*Article 15*

The competent authorities of the two countries States shall consider, where necessary, the conditions of application of this Agreement with a view to resolving any difficulties that may arise from the implementation of its provisions. They shall study such amendments as may be desirable with a view to developing cooperation in cinematography between the two countries and, more generally, between Europe and Africa.

They shall meet, within the framework of a joint cinematographic commission, at the request of either party, particularly in the event of substantial changes either to the laws or regulations governing the film industry.

Article 16

Meetings of the joint commission may also be held to consider:

- Ways of promoting the reciprocal distribution of films from each of the two countries;
- Measures for the conservation of Senegalese and co-produced films in the film archives;
- The development, in collaboration with the other relevant French and Senegalese ministries and administrations, of all co-operation projects in the area of film-making relating to production, training, release or cultural heritage.

Article 17

This Agreement shall enter into force on the date of signature. It shall be concluded for a period of two years from the date of its entry into force. It shall be automatically renewable for two-year periods unless terminated by either Party three months prior to its expiry.

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

DONE at Paris on 2 June 1992 in duplicate.

For the Government
of the French Republic:

[Signed]

MARCEL DEBARGE
Minister of Cooperation
and Development

[Signed]

CATHERINE TASCA
Secretary of State for the French
Language and External
Cultural Relations

For the Government
of the Republic of Senegal:

[Signed]

DJIBO KA
Minister of Foreign Affairs

ANNEX

APPLICATION PROCEDURES

In order to benefit from the provisions of this Agreement, the producers from each country must attach to their application for co-production privileges, which must be submitted to their respective authorities one month prior to the start of filming, a file containing:

- A document showing that the rights have been acquired for the commercial use of the work;
- A detailed script;
- A list of the technical and artistic contributions of the two countries;
- A detailed cost estimate and financing plan;
- A production schedule;
- The co-production contract concluded between the co-production companies.

The competent authorities of the country with the minor financial participation shall give their consent only after receiving the opinion of the competent authorities of the country having the majority financial participation.
