

No. 30726

**FRANCE
and
CAMEROON**

**Agreement on cinematography (with annex). Signed at
Yaoundé on 30 August 1993**

Authentic text: French.

Registered by France on 28 February 1994.

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et
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**Accord cinématographique (avec annexe). Signé à Yaoundé le
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Texte authentique : français.

Enregistré par la France le 28 février 1994.

[TRANSLATED — TRADUCTION]

AGREEMENT¹ ON CINEMATOGRAPHY BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CAMEROON

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

Wishing to pursue cooperation in cinematography and to facilitate the co-production of films which, by virtue of their artistic and technical qualities, are likely to enhance the prestige of their countries and cultural relations between Europe and Africa, and to develop the exchange of films between them,

Have agreed as follows:

I. CO-PRODUCTION

Article 1

Feature-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 mutual consultation, by the competent authorities of the two countries:

In France: the National Film Centre

In Cameroon: the agency responsible for the development of cinematography.

Article 2

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

Co-production shall in all cases require a co-production contract.

Article 3

Applications for co-production benefits shall be filed by producers from each of the two countries in accordance with the application procedure set forth in the annex to this Agreement, which forms an integral part of the 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 the presentation of printed elements of the said film.

¹ Came into force on 30 August 1993 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 competent authorities of the two countries agree otherwise.

Article 4

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

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

Exceptions may be permitted jointly by the competent authorities of the two countries.

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

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 the co-owner of the original negative (picture and sound), irrespective of where the negative is kept.

Each co-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

Receipts shall be divided, in principle, in proportion to the total contribution of each co-producer. The co-producers may, however, decide on some other method of division which is more advantageous to the parties concerned. The financial provisions adopted by the co-producers and the areas of division of receipts shall be subject to the approval of the competent authorities of the two countries.

Article 7

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

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

Article 8

Credits, trailers and publicity material for co-produced films shall indicate that such films are co-productions of France and Cameroon and, in the case of multilateral co-productions, of the other participating countries.

Article 9

The co-produced film must include an original version in one of the national languages of Cameroon, subtitled in French, or a version in French. In any event, under the terms of this Agreement, the national languages of Cameroon shall be accorded equal treatment with French.

Article 10

Unless the co-producers make other arrangements and these are 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 major co-producer.

Article 11

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

Article 12

Subject to the laws 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 material needed to make and release the same (unexposed film, technical material, costumes, sets, publicity material, etc.).

II. EXCHANGE OF FILMS AND TRAINING

Article 13

Subject to the laws and regulations in force, the sale, import, release and distribution in general 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 laws and regulations in force in each country.

Article 14

The competent authorities of the two countries shall pay special attention to training for careers in the film industry. They shall consult each other with a view to considering what measures should be taken to provide basic training for film professionals and to update their knowledge.

III. GENERAL PROVISIONS

Article 15

The competent authorities of the two countries shall consider, where necessary, the conditions of application of this Agreement with a view to resolving any difficulties which may arise from the implementation of its provisions. They shall study such amendments as may be desirable with a view to developing cinematography.

graphic co-operation between their two countries and, in general, between Europe and Africa.

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

Article 16

The joint commission may also be responsible for:

- Studying ways of promoting the dissemination of the films of each country in the territory of the other country;
- Considering measures which would ensure the preservation of Cameroonian or co-produced films through the film archive service;
- Setting up, in liaison with the other Cameroonian and French ministries and departments concerned, all projects for cooperation in the field of cinematography relating to production, training, screening and the national heritage.

Article 17

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

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

DONE at Yaoundé, on 30 April 1993, in duplicate.

For the Government
of the Republic of Cameroon:

JOSEPH MARIE BIPOUN WOUNG
Minister of Culture

For the Government
of the French Republic:

JACQUES TOUBON
Minister of Culture
and of the French-speaking
Communities

ANNEX

APPLICATION PROCEDURES

In order to benefit from the provisions of the Agreement, the producers from each country must attach to the application for co-production privileges, which must be submitted to their respective authorities no later than one month before the shooting is to begin, a file containing:

- A document showing that copyright has 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 having the minor participation shall give their approval only after receiving the opinion of the competent authorities of the country having the major financial participation.
