

No. 32713

**FRANCE
and
CÔTE D'IVOIRE**

Agreement on cinematography (with annex). Signed at Abidjan on 2 March 1995

Authentic text: French.

Registered by France on 11 March 1996.

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et
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Accord cinématographique (avec annexe). Signé à Abidjan le 2 mars 1995

Texte authentique : français.

Enregistré par la France le 11 mars 1996.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CINEMATOGRAPHY BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CÔTE D'IVOIRE

The Government of the French Republic and

The Government of the Republic of Côte d'Ivoire,

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 States 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 competent authorities of the two States.

They shall by right be entitled to the privileges reserved for national films under the provisions which are in effect or under those which may be enacted in each State.

Films to be co-produced by the two States must be approved, after mutual consultation, by the competent authorities of the two States:

In France: The National Film Centre

In Côte d'Ivoire: The Ministry of Culture.

Article 2

In order to qualify for the advantages provided under this Agreement, the producers making the film must have an organization and experience recognized by the competent authority of one of the two Parties.

Article 3

Applications for advantages provided under this Agreement shall be submitted by producers from the two Parties to the competent authorities in accordance with the procedure set forth in the annex to this Agreement.

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

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the two States have given their approval for the co-production of a given film, such approval may not subsequently be withdrawn unless the said competent authorities agree otherwise.

¹ Came into force on 2 March 1995 by signature, in accordance with article 17.

Article 4

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

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

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

Films must be made by directors, technicians and actors who are either nationals of a State party to the Agreement on the European Economic Area, or resident as defined in article 14 of the regulation of 2 November 1945.

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

The number of actors or technicians referred to in the preceding paragraph may not, in any event, exceed that of their counterparts of Ivorian or French nationality.

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 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 stored 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, each share shall be in proportion to the total contribution of each co-producer. The financial arrangements agreed to by the co-producers and the areas of the sharing of receipts shall be subject to approval by the competent authorities of the two States.

Article 7

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

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

Article 8

Credits, trailers and publicity material for co-produced films shall indicate that such films are co-productions of France and Côte d'Ivoire and, in the case of co-productions involving more than two countries, the other participating States.

Article 9

The co-produced film must be produced in an original version in one of the national languages of Côte d'Ivoire 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 of Côte d'Ivoire shall be accorded equal treatment with the French language.

Article 10

Unless otherwise arranged by the co-producers and approved by the competent authorities of the two States, 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 States shall give favourable consideration to the co-production of films by France, Côte d'Ivoire, the other French-speaking African States and those States 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 market them (unexposed film, technical equipment, costumes, sets, advertising materials, and so forth).

However, the two Parties shall recommend that preference be given to the use of local human and technical resources, where they are of equivalent skill, quality, efficiency and cost.

II. EXCHANGE OF FILMS AND TRAINING

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 the legislation and regulations in force in each State.

Article 14

The competent authorities of the two States 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 skills.

III. GENERAL PROVISIONS

Article 15

The competent authorities of the two States shall consider, where necessary, the applicability 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 cooperation in film-making between their two States and, in general, between Europe and Africa.

They shall meet, within the framework of a joint technical commission of the Grand Joint Commission on Franco-Ivorian Cooperation of 20 October 1987,¹ at the request of either, particularly in the event of substantial changes to the legislation or regulations applicable to the film industry.

Article 16

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

- Ways of promoting the distribution of the films of each State in the territory of the other State;
- Measures to ensure the preservation of Ivorian or co-produced films through the Film Archives Service of the National Film Centre;
- The development, in collaboration with the other ministries, particularly the National Film Centre, the Ministry of Cooperation and the Ivorian Ministry of Culture, of all cooperation projects in the field of cinematography relating to film production, training, marketing or the national film heritage.

Article 17

This Agreement shall enter into force on the date of its signature. It shall be concluded for a period of three 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 Abidjan, on 2 March 1995, in duplicate.

For the Government
of the French Republic:

JACQUES TOUBON

For the Government
of the Republic of Côte d'Ivoire:

BERNARD ZADI

¹ United Nations, *Treaty Series*, vol. 1517, p. 53.

ANNEX

APPLICATION PROCEDURES

In order to benefit from the provisions of the Agreement, the producers from each State must attach to their applications for co-production privileges, to be submitted to their respective competent authorities 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 co-production companies.

The competent authorities of the Party of which the minority co-producer is a national shall express an opinion which shall serve as the basis for the final decision by the competent authorities of the other Party.
