

The French version shall prevail over the English one

**FILM CO-PRODUCTION AGREEMENT
BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC
AND THE GOVERNMENT OF THE REPUBLIC OF CHILE
signed in Santiago de Chile on 30 November 1990**

French Decree No. 94-201 of 4 March 1994
(French Official Gazette of 11 March 1994)

The Government of the French Republic and the Government of the Republic of Chile,
Considering the spirit and objectives of the cultural agreement between the Government of the French Republic and the Government of the Republic of Chile signed in Santiago on 23 November 1955, desiring to facilitate the making of films in co-production that, through their artistic and technical qualities, are capable of enhancing the prestige of their countries and to develop exchanges of films between them, have agreed as follows:

I. FILM CO-PRODUCTION

Article 1

Co-production films that have been approved under the terms of this Agreement shall be treated as national films by the authorities of both countries in compliance with the statutory and regulatory provisions in force in their country.

They shall be automatically entitled to the full enjoyment of the benefits reserved to national films under such provisions as are at present or may hereafter be in force in each country.

Article 2

The making of co-production films between the two countries shall be subject to the approval, after consultation between the two parties, of the competent authorities of both countries:

- in France: the *Centre National de la Cinématographie*.
- in Chile: the *Ministerio de Educación*.

Article 3

To benefit from this co-production agreement, films must be proposed and/or made by producers having an appropriate technical and financial set-up and professional experience recognised by the competent national authorities.

Article 4

Applications for co-production status for a film shall be submitted in France to the *Centre National de la Cinématographie* and in Chile to the *Ministerio de Educación* no less than sixty days prior to the commencement of shooting.

Article 5

The following documents must be enclosed with applications for co-production status:

- 1 A detailed script;
- 2 A document certifying the valid acquisition of copyright for the film adaptation;
- 3 A detailed budget and financing plan;
- 4 A list of the technical and artistic contributions from the two countries;

- 5 The film production schedule;
- 6 The co-production contract entered into between the co-producing companies.

Article 6

a) The approval granted to the co-production of a film by the competent authorities of each of the two countries shall not be made subject to the submission of printed elements of the said film.

b) Where the competent authorities of the two countries have given their approval to the co-production of a given film, such approval may not subsequently be withdrawn without agreement between the said competent authorities.

c) Either of the co-producers may assign all or part of its rights in the co-production to another producer having the same nationality as such co-producer, provided that the previously existing contract is complied with.

d) In the event that, on account of script requirements, all or part of the filming is to take place in a third country, the respective administrative authorities shall make the appropriate applications to the corresponding bodies of such country to facilitate such filming.

Article 7

a) The contributions or participations of the producers of the two countries in a co-production film shall be between thirty (30 %) and seventy per-cent (70 %). However, the minority co-producer's share may be reduced to twenty per cent (20 %) subject to the express consent of the competent authorities of the two countries.

b) In principle, a general balance shall be maintained between the two countries as regards their respective attributions and the involvement of artists and technicians.

c) Films shall be made by directors, technicians and performers that are either nationals of France or resident in France or nationals of Chile.

d) The participation of a technician or performer that is not a national of one of the countries bound by this Agreement may be accepted insofar as the subject, the special features of the film or the requirements of its marketing so require, subject to the prior joint consent of the competent authorities of the two countries.

e) The benefits granted to each co-producer, under the provisions that are at present or may hereafter be in force in its country, may not be transferred or shared with the co-producer of the other country.

Article 8

Studio shooting, the adding of the soundtrack and laboratory work shall be carried out with reference to the provisions contained below:

a) Studio shooting shall preferably take place in the country of the majority co-producer.

b) Each co-producer shall, in any event, jointly own the original picture negative regardless of the place where the negative is kept.

c) Each co-producer shall, in any case, have the right to an internegative in such co-producer's own version. If one of the co-producers waives such right, the negative shall be kept in a place chosen by the mutual agreement of the co-producers.

Article 9

In accordance with the spirit of this Agreement, a general balance shall be maintained as regards the use of the technical resources of both countries as well as in the financial and artistic fields.

The competent authorities of both countries shall assess on a regular basis whether such balance has been achieved. In the event that such balance has not been achieved, they shall decide on the necessary steps to be taken.

Article 10

Receipts from the exploitation of the co-produced film shall be divided, in principle, in proportion to the overall contribution of each co-producer. Financial arrangements made by co-producers and the areas for the division of receipts shall be subject to the approval of the competent authorities of both countries.

Article 11

Unless otherwise provided in the co-production contract, co-produced films shall be exported by the majority co-producer subject to the consent of the minority co-producer.

For films in which the two countries have participated on an equal basis, films shall be exported jointly by the co-producers or by the party appointed by the co-producers by mutual agreement. In the event that the parties encounter problems in agreeing on which party is responsible for exporting a film, such films shall be exported by the co-producer whose nationality is the same as that of the director.

Article 12

In the event of export to a country applying import restrictions, the film shall as far as possible be included in the quota of the country associated in the co-production that enjoys the most favourable conditions.

Article 13

Co-produced films shall be shown, within the context of their commercial exploitation, any artistic, cultural or technical events or international festivals, with a reference to the fact that it is a co-production between France and Chile or a co-production between Chile and France. This compulsory reference shall appear in the film's credits.

Article 14

For the purposes of festivals and competitions, co-produced films shall be shown with the nationality of the State to which the majority co-producer belongs unless otherwise agreed by the co-producers and approved by the competent authorities of the two countries.

Article 15

Subject to the applicable statutory and regulatory provisions, the co-production of short films shall be carried in such a way as to ensure a general balance at both an artistic, technical and financial level.

Article 16

The competent authorities of the two countries shall give favourable consideration, on a case by case basis, to the co-production of films between France, Chile and countries with which either State is bound by film co-production agreements.

Article 17

Subject to the applicable statutory and regulatory provisions, every facility shall be granted in connection with the entry, exit, movement and stay of artistic and technical staff working on co-production films as well as the import or export to or from each country of such equipment as is necessary for the making of such films (films, technical equipment, costumes, items of film set, promotional materials etc.).

II. EXCHANGES OF FILMS

Article 18

Subject to the applicable statutory and regulatory provisions, no restrictions shall be placed in either country on the import, exploitation and, in general, distribution of national films.

Article 19

Transfers of receipts from the sale and exploitation of films imported within the framework of this Agreement shall be carried out pursuant to the contracts entered into between the producers, in accordance with the applicable statutory and regulatory provisions in each of the two countries.

III. GENERAL PROVISIONS

Article 20

The competent authorities of both countries shall provide each other with all information on financial or technical issues relating to co-productions and exchanges of films and, in general, any information relating to the film relations between the two countries or amendments made to statutory or regulatory provisions capable of having an impact on them.

Article 21

The competent authorities of the two countries shall review where necessary the conditions governing the implementation of this Agreement in order to resolve any problems caused by the implementation of such provisions. They shall recommend any possible amendments with a view to developing film cooperation to the mutual benefit of both countries.

They shall meet, within the framework of a mixed film commission, at the request of one of them in particular in the event of substantial amendments to either the statutory or regulatory provisions applicable to the film industry.

Article 22

This Agreement shall enter into force on the date of the notification, through diplomatic channels, of the completion of the required constitutional and statutory procedures by each party.

This Agreement shall be entered into for a period of two years from the date of its entry into force. It shall be automatically renewed for two-year periods, save in the event of written notice of termination by one of the parties three months prior to its expiry.

In witness whereof, the undersigned, duly authorised for such purpose by their Governments, signed this agreement.

Signed in Santiago de Chile, on 30 November 1990, each copy in both French and Spanish, both versions being equally authoritative.

Signatories:

For the Government of the French Republic: Junior Minister reporting to the Senior Minister, Minister of Foreign Affairs.

For the Government of the Republic of Chile: the Minister of External Relations.

