

**AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC
REPUBLIC OF ALGERIA
CONCERNING CINEMATOGRAPHIC RELATIONS**

**Montreal, July 14, 1984
In force, July 14, 1984**

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AND
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**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE
PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA,**

CONSCIOUS that co-production can contribute to the further expansion of the cinematographic industries of both countries as well as to the development of cultural and economic exchanges between the two countries;

DETERMINED to foster the further development of cinematographic co-operation between Canada and Algeria for the benefit of their peoples as well as their respective industries;

CONVINCED that this co-operation will contribute to the enhancement of the economic and cultural relations between their two countries;

HAVE AGREED AS FOLLOWS:

ARTICLE I

For the purposes of this agreement, the term "cinematographic production" includes cinematographic productions of any length or technical medium, including fiction, animated productions and documentaries, produced in accordance with the provision pertaining to the cinematographic industry in each country, for primary distribution to theatres in both countries.

Cinematographic co-productions qualified under the present Agreement are by right fully entitled to the benefits resulting from the provisions concerning the cinematographic industry which are in force or from those which may be decreed in each country.

These benefits accrue solely to the producer of the country that grants them.

Cinematographic productions to be co-produced by producers of the two countries must be approved, after consultation between the competent authorities of both countries:

In Canada: the Minister of Communications or, if he so authorizes, the Canadian Film Development Corporation ("Telefilm Canada").

In Algeria: the Minister of Culture and Tourism or, if he so authorizes, the "l'Office National de Commercialisation de l'Industrie Cinématographique" ("ONCIC").

ARTICLE II

In order to qualify for the benefits of co-production, cinematographic productions must be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

Studio shooting must be carried out in one or other of the countries participating in the co-production. Location shooting, exterior or interior, in a country not participating in the co-production may be authorized, if the script or action of the work so requires and if technicians from Canada and Algeria take part in the shooting.

ARTICLE III

The directors of cinematographic productions, as well as technicians and performers participating in the production, must be nationals of Algeria or Canada, or resident in Algeria or permanent residents of Canada.

The term "permanent residents of Canada" mentioned in the preceding paragraph has the same meaning as in the provisions of the Canada Income Tax Regulations relating to certified productions, as they may be amended from time to time.

Should the cinematographic co-production so require, the participation of performers other than those provided for in the preceding paragraph may be permitted, subject to agreement between the competent authorities of both countries.

ARTICLE IV

The proportion of the respective contributions of the co-producers of the two countries may vary from thirty to seventy (30-70) per cent for each cinematographic production.

The minority co-producer shall be required to make an effective technical and creative contribution. In principle, the contribution of the minority co-producer in creative staff, technicians and actors shall be in proportion to his investment. In exceptional circumstances, departures herefrom may be made jointly by the competent authorities of both countries.

ARTICLE V

The contracting parties look favourably upon the cinematographic co-productions meeting international standards by Canada, Algeria and countries to which either of the said parties is bound by co-production agreements.

The conditions of acceptance for such cinematographic productions shall be determined in each case.

No minority contribution to such cinematographic productions shall be less than twenty (20) per cent of the budget.

ARTICLE VI

In principle, an overall balance must be achieved during the term of this agreement with respect both to participation by creative staff, technicians and performers, and to the financial and technical resources of both countries (studios and laboratories).

The joint commission referred to in Article XVII of the Agreement shall examine whether such a balance has been achieved, and shall decide what measures are necessary in order to correct any imbalance.

ARTICLE VII

Two copies of the technical material used in the production shall be made for all cinematographic co-productions. Each co-producer shall be the owner of a copy of this material and shall be entitled to use it to make the necessary prints or copies. Moreover, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers.

ARTICLE VIII

Two versions shall be made of each cinematographic production, one in English or French, the other in Arabic. These versions may include dialogue in other languages as the script may require. The English and/or French version shall be made in Canada and the Arabic version in Algeria.

ARTICLE IX

Subject to its legislation and regulations in force, each contracting party shall facilitate the entry into and temporary residence in its territory of the creative and technical personnel of the other party. It shall similarly permit the temporary entry and re-export of any equipment necessary for the cinematographic co-production under this Agreement.

ARTICLE X

Contract clauses providing for the sharing of markets and receipts between co-producers shall be subject to approval by the competent authorities of both countries. Such sharing shall in principle be based on the percentage of the respective contributions of the co-producers.

ARTICLE XI

Approval of a co-production proposal by the competent authorities of both countries is in no way binding upon them in respect of the granting of permission to show the work thus produced.

ARTICLE XII

Where a cinematographic co-production is exported to a country that has quota regulations:

- (a) it shall in principle be included in the quota of the country of the majority co-producer;
- (b) if the respective contributions of the co-producers are equal, it shall be included in the quota of the country that has the best opportunity of arranging for its exhibition;
- (c) if any difficulties arise, it shall be included in the quota of the country of which the director of the co-production is a national;
- (d) if one of the co-producing countries enjoys unrestricted entry of its productions into the importing country, co-productions shall, like national productions, be entitled by full right to such unrestricted entry.

ARTICLE XIII

A cinematographic co-production shall when shown be identified as "Canada-Algeria co-production" or "Algeria-Canada co-production".

Such identification shall appear in a separate credit title, in all commercial advertising and promotional material and whenever this cinematographic production is shown.

ARTICLE XIV

Unless the co-producers agree otherwise, cinematographic co-productions shall be entered at international festivals by the country of the majority co-producer or, in the

event of equal financial participation, by the country of which the director of the co-production is a national.

ARTICLE XV

The competent authorities of both countries shall jointly establish the rules of procedure for co-production, taking into account the legislation and regulations in force in Canada and Algeria.

ARTICLE XVI

No restrictions shall be placed on the import, distribution and exhibition of Algerian cinematographic productions in Canada or Canadian cinematographic productions in Algeria other than those contained in the legislation and regulations in force in the two countries.

Moreover, the contracting Parties affirm their desire to foster by all available means the distribution in each of their respective countries of cinematographic productions from the other country.

ARTICLE XVII

The competent authorities shall examine the implementation of this Agreement as necessary in order to resolve any difficulties arising out of its application. They will consider possible amendments with a view to developing cinematographic production co-operation in the best interests of both countries.

A meeting of a joint cinematographic Commission will take place in principle once every two years and it will meet alternately in two countries. However, it may be convened for extraordinary sessions at the request of one or both competent authorities, particularly in the case of major amendments to the legislation or the regulations governing the film industry, or where the application of this Agreement presents serious difficulties.

ARTICLE XVIII

The present Agreement shall come into force on the day of its signature.

It shall be valid for a period of three years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other of the contracting parties gives notice of termination six (6) months before the expiry date. However, co-productions in progress at the time of notice of termination of the Agreement by either party, shall continue to benefit fully until completion from the conditions of this Agreement. Even after its expiry, the co-production Agreement

shall continue to apply to the liquidation of receipts from cinematographic co-productions under this Agreement.

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

DONE in duplicate at Montreal, this 14th day of July, 1984, in the English, French and Arabic languages, each version being equally authentic.

FOR THE GOVERNMENT
OF CANADA

FOR THE GOVERNMENT OF THE
PEOPLE'S DEMOCRATIC REPUBLIC
OF ALGERIA

Francis Fox
Minister for International Trade

Abdelmadjid Meziane
Minister of Culture and Tourism

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA
CONSTITUTING AN AGREEMENT TO AMEND THE AGREEMENT OF JULY 14,
1984 CONCERNING CINEMATOGRAPHIC RELATIONS

Ottawa, June 19, 1987
In Force June 19, 1987

Ottawa, June 19, 1987

JLE-669

Excellency,

I have the honour to refer to the Agreement between the Government of Canada and the Government of the People's Democratic Republic of Algeria concerning cinematographic relations, signed on July 14, 1984 and to further discussions between representatives of our two Governments.

I have the further honour to propose that the Agreement be amended by deleting article I and replacing it by the following:

For the purposes of this Agreement, the word "co-production" includes projects of all lengths and all sizes, including animation and documentaries, produced on film, videotape recorder or videodisk, for distribution to theatres, on television, by videocassettes, videodisks or any other means.

If the foregoing provisions, which are equally authentic in English, French and Arabic, are acceptable to the Government of the People's Democratic Republic of Algeria, I have the honour to propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments amending the Agreement of July 14, 1984 between Canada and the People's Democratic Republic of Algeria concerning cinematographic relations. The present Agreement will enter into force on the date of your reply.

In accordance with the provisions of Article XV of the Agreement, I have also the honour to attach herewith the rules of procedure for co-production as established by our respective representatives.

Accept, Excellency, the assurances of my highest consideration.

Minister of Communications

His Excellency Mr. Boualem Bessaïeh
Minister of Culture and Tourism of
the People's Democratic Republic of Algeria

**RULES OF PROCEDURE
IN ACCORDANCE WITH CLAUSE XV OF THE AGREEMENT
BETWEEN
THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE PEOPLE'S DEMOCRATIC
REPUBLIC OF ALGERIA
CONCERNING CINEMATOGRAPHIC RELATIONS
SIGNED ON JULY 14, 1984**

Application for benefits under the Agreement concerning cinematographic relations must be made thirty (30) days before shooting of the cinematographic and video coproduction begins. The administration of the country of which the majority coproducer is a national shall communicate its proposal to the administration of which the minority coproducer is a national within twenty (20) days of the submission of the complete documentation as described below. The administration of the country of which the minority coproducer is a national shall thereupon communicate its decision within fourteen (14) days.

Documentation submitted in support of an application shall consist of the following items, drafted in English or French in the case of Canada and in Arabic or French in the case of Algeria.

- I. The final script.
- II. A document providing proof that the copyright for the cinematographic and video coproduction has been legally acquired.
- III. A signed copy of the coproduction contract;

The contract shall include:

1. the title of the cinematographic and video coproduction;
2. the name of the author of the original script or the name of the author of the script or that of the adaptor if it is drawn from a literary source;
3. the name of the director (a substitution clause permitted to provide for his or her replacement if necessary);
4. the budget;
5. the financing plan;

6. the distribution of receipts and markets;
 7. the respective shares of the coproducers in any over or underexpenditure. This sharing shall in principle be proportional to their respective contributions. Nevertheless, the minority coproducer's share in any overexpenditure may be limited to a lower percentage or to a fixed amount.
 8. admission to benefits under the Agreement does not bind the competent authorities in either country to permit public exhibition of the coproduction;
 9. a clause prescribing the measures to be taken where:
 - (a) after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
 - (b) the competent authorities prohibit the exhibition of the cinematographic and video coproduction in either country or its export to a third country;
 - (c) either party fails to fulfil its commitments;
 10. the period when shooting of the cinematographic and video coproduction is to begin;
 11. a clause stipulating that the majority coproducer shall take out an insurance policy covering at least "all production risks" and "all original material production risks".
- IV. The distribution contract, where this has already been signed.
- V. A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play.
- VI. The production schedule.
- VII. The detailed budget identifying the expenses to be incurred by each country.
- VIII. The synopsis.

The competent administration of the two countries can demand any further documents and all other additional information deemed necessary.

In principle, the final shooting script (including the dialogue) of the cinematographic and video coproductions should be submitted to the competent administrations prior to the commencement of shooting.

Amendments, including the replacement of a coproducer, may be made in the original contract. They must be submitted for approval by the competent authorities of both countries before the cinematographic and video coproduction is finished.

The replacement of a coproducer may be allowed only in exceptional cases and for reasons satisfactory to both the competent administrations.

The competent administrations will keep each other informed of their decisions.

Ottawa, le 19 juin 1987

Madame la Ministre,

J'ai l'honneur de me référer à votre Note du 19 juin 1987, relativement à la modification de l'Accord sur les relations cinématographiques entre le Gouvernement de la République Algérienne Démocratique et Populaire et le Gouvernement du Canada, signé le 14 juillet 1984.

Je suis heureux de vous informer que mon Gouvernement accepte les dispositions contenues dans votre Note et donne son assentiment à votre proposition à l'effet que votre Note et la présente réponse constituent, entre nos deux Gouvernements, un Accord qui entre en vigueur le 19 juin 1987.

J'ai également l'honneur d'accuser réception des règles de procédure de la coproduction, que vous me faisiez tenir sous même pli, telles que fixées conjointement par nos représentants respectifs et conformément à l'article XV de l'Accord sur les relations cinématographiques.

Je vous prie d'agréer, Madame la Ministre, les assurances de ma haute considération.

Boualem BESSAIEH,
Ministre de la Culture
et du Tourisme

L'Honorable Flora MacDonald
Ministre des Communications du Canada

Please note: There was no translation of this letter.