

**AGREEMENT BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
ON TELEVISION RELATIONS**

**Paris, July 11, 1983
In Force July 11, 1983**

**AGREEMENT BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
ON TELEVISION RELATIONS**

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF the
FRENCH REPUBLIC,**

CONSIDERING that it is desirable to establish a framework for all Canada-France relations in the field of television, as was agreed to for cinematographic relations and,

WISHING to promote and develop Canada-France television coproductions of quality and,

WISHING to foster by all available means the distribution, in their respective countries of programs from the other country,

HAVE AGREED AS FOLLOWS:

ARTICLE I

This Agreement governs the Canada-France television coproductions undertaken in accordance with the provisions below. It applies to television works of all kinds including feature length works developed from television series, whatever technological medium, dissemination or distribution method may be used.

ARTICLE II

1. In order to qualify for the benefits of co-production, television productions must meet the following conditions:
 - (a) Be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing;
 - (b) Be shot in studio in one or other of the countries participating in the co-production. If the script or action of the program so requires and if technicians from the two co-producing countries take part in the shooting, location shooting, exterior or interior, in a country not participating in the co-production, may be authorized;

- (c) Be made by directors who are Canadian, or French, or nationals of a member State of the European Economic Community, or permanent residents of either Canada or France;
- (d) Be made with the participation of technicians and performers who are Canadian or French or nationals of a member State of the European Economic Community, or permanent residents of either Canada or France;
- (e) However, should the program so require, the participation of performers other than those provided for in paragraph (d) may be permitted in exceptional cases, subject to agreement between the competent authorities of both Parties.

ARTICLE III

The proportion of the respective contributions of the co-producers of the two countries may vary from twenty to eighty (20-80) per cent for each program. The minority co-producer must make an effective technical and creative contribution.

ARTICLE IV

The Parties look favourably upon the co-production of programs meeting the international standards subscribed to by Canada, France and countries to which either of the said parties is bound by co-production agreements. The conditions of eligibility for the benefits provided by this Agreement for such programs shall be determined in each case. No minority contribution to such programs shall be less than twenty (20) per cent of the budget.

ARTICLE V

In implementing this Agreement, both Parties shall strive to achieve an overall balance with respect to both participation by creative staff, technicians and performers, and to the financial and technical resources of both countries.

The Joint Commission referred to in Article XVI of the Agreement assesses whether such a balance has been achieved, and recommends, in case of need, to the competent authorities any measures it deems necessary to correct an imbalance.

ARTICLE VI

The original material of production and reproduction is deposited in the joint names of the co-producers in a laboratory chosen by mutual consent.

ARTICLE VII

Two versions may be made of each program, one in English and the other in French. If it is made only in French, a dubbed English version may be made of it.

Dubbing is carried out either in Canada or in France as chosen by agreement between the co-producers. Failing this, the decision is made by the majority co-producer. In this case, the minority co-producer is at liberty to prepare, at his own expense, the version for use in his own home market.

ARTICLE VIII

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

ARTICLE IX

Where a co-produced program 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 is a national;
- (d) if one of the co-producing countries enjoys unrestricted entry of its programs into the importing country, co-produced programs shall, like national programs, be entitled to full right of such unrestricted entry.

ARTICLE X

A co-produced program shall, when shown, be identified as a "Canada-France co-production" or "France-Canada co-production", and shall mention all the co-producers. Such identification shall appear in a separate credit title and in all commercial advertising and promotional material, to be used whenever these programs are shown.

ARTICLE XI

Unless otherwise agreed upon by the co-producers, co-produced programs shall be entered in international festivals by the country of the majority co-producer or, in the event of equal financial participation, by the co-producing country of which the director is a national.

ARTICLE XII

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

ARTICLE XIII

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

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

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

In France: by the Minister of External Relations.

ARTICLE XIV

When a full-length cinematographic production is taken from a television series, only the cinematographic production requires the assent in France of the Centre national de la cinématographie. This assent sets the conditions governing the use of the audiovisual work as a cinematographic production and its distribution to theatres. The budget allotment for the cinematographic production is expressed as a percentage of its cost in relation to the overall budget.

ARTICLE XV

No restrictions shall be placed on the import, distribution and exhibition of French programs in Canada or Canadian programs in France other than those contained in the legislation and regulations in force in the two countries.

ARTICLE XVI

The competent authorities of both countries will refer to the conditions of application of this Agreement in order to resolve any difficulties arising out of its implementation.

They shall consider any possible amendments with a view to developing audiovisual co-operation in the best interests of both countries.

A Joint Commission is set up to look after the application of this Agreement. It shall meet in principle once every two years and it will meet alternately in the two countries. However, it may be convened at the request of one or both competent authorities, particularly in the case of major amendments to the legislation or the

regulations governing televisual production, where the application of the Agreement presents serious difficulties.

ARTICLE XVII

The present Agreement shall come into force on the date of its signature for a period of three years.

Unless it is terminated by a six months notice, it shall remain in force by tacit renewal.

In this case, it may be denounced at any time; this denunciation shall become operative six months after its notice to the other Party.

However, co-productions in progress before the denunciation shall continue to benefit from the conditions of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorised by their governments, have affixed their signatures hereto.

DONE in two copies at Paris, on July 11th 1983, in English and in French, both texts being equally authentic.

**FOR THE GOVERNMENT
OF CANADA**

**FOR THE GOVERNMENT OF
FRENCH REPUBLIC**

Francis FOX

Georges FILLIOUD

DEPARTMENT OF EXTERNAL AFFAIRS, CANADA
Ottawa, February 8, 1989

N° JLA-5024

Excellency,

I have the honour to refer to the Agreement between the Government of Canada and the Government of the Republic of France on Television Relations, signed at Paris on July 11, 1983. At the meeting of the joint cinematographic commission held in Paris on March 10 and 11, 1988, representatives of our two countries agreed to amend the Agreement. I have the honour, on instructions of my Government, to propose the following amendments:

ARTICLE II

A) Paragraph c) of Article II shall be deleted and replaced by the following:

"c) Animation works such as storyboard, layout, key animation and voice recording must be carried out in Canada or France;"

B) Paragraph d) of Article II shall be deleted and replaced by the following:

"d) Be produced with the participation of scriptwriters, directors, technicians and performers who are Canadian or French or nationals of a member State of the European Economic Community, or permanent residents of either Canada or France;"

ARTICLE VI

Article VI shall be deleted and replaced by the following:

"For each co-production two copies must be made of the protection material and the reproduction material. Each co-producer shall be the owner of a copy of the protection material and the reproduction material and shall be entitled to use it to make other copies.

His Excellency Philippe Husson
Ambassador of the Republic of France
Ottawa.

In addition, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers."

ARTICLE IX

Subparagraph c) of Article IX is completed by adding:

"... or a resident;"

ARTICLE XI

Article XI is completed by adding the following:

"... or a resident."

ARTICLE XIII

Paragraph 2 of Article XIII shall read:

"In France : by the Minister of External Relations or, if he so authorizes, by the Centre national de la Cinématographie."

His Excellency Philippe Husson
Ambassador of the Republic of France
Ottawa.

ANNEX

Notwithstanding anything to the contrary in the Agreement between the Government of Canada and the Government of the Republic of France on Television Relations, programs produced under a twinning arrangement may also be considered, with the approval of the competent authorities, as co-productions and receive the same benefits. Notwithstanding Article III, in the case of a twinning arrangement the reciprocal participation of the producers of both countries may be limited to a financial contribution alone, without necessarily excluding any artistic or technical contribution.

To be approved by the competent French and Canadian authorities, these programs must meet the following conditions:

- 1) the same producers must be involved in the two twinned programs. The co-producers must conclude a co-production contract that covers both programs. The co-producers must also prove the funding for the programs and their distribution by submitting the contract or letter of commitment signed by the distributor;
- 2) there shall be an overall balance in the respective reciprocal investments made by the French and Canadian producers and fair conditions for sharing the receipts of the twinning programs.
- 3) the producers, scriptwriters, performers, directors and technicians participating in these twinned productions shall be of Canadian or French nationality or nationals of a member state of the EEC or permanent residents of Canada or France. The competent authorities can, however, make exceptions to this rule, taking into account the nature of the twinned programs.
- 4) each producer must prove that he owns the full marketing rights for both programs on his own territory;
- 5) both productions must belong to the same program category and be of the similar length. The distribution of the twinned works shall take place under similar conditions in France and Canada (distribution area, time-slot position);
- 6) twinning benefits shall apply only to fiction, documentary and animated programs;
- 7) twinned programs may be produced either simultaneously or consecutively, provided that, in the latter case, the time between the end of the production of the first program and the beginning of the production of the second program does not exceed six months.

The present Annex will be valid for a transitional period of two (2) years, at the end of which the competent authorities will proceed to review its application.

If the foregoing is acceptable to the Government of the Republic of France, I have the honour to propose that this Note which is authentic in English and French and your reply to that effect, constitute an Agreement between our two Governments amending the Agreement on Television Relations of July 11, 1983, which will enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

Secretary of State
for External Affairs

The following modifications were adopted by the Canadian and the French delegations during the France-Canada mixed commission on film and television relations held in Paris on 17-18 September 1992.

The modifications will be ratified by the respective governments at a later date.

SUGGESTED CHANGES

Agreement on Television Relations between the Government of Canada and the Government of the Republic of France.

Modifications to the amendment of February 8, 1989:

II B) Paragraph d) of Article II shall be modified as follows:

"d) To be produced with the participation of scriptwriters, directors, technicians and performers who are nationals of Canada or France or nationals of members states that are parties to the European Economic Area, or permanent residents of Canada or of France."

SUGGESTED CHANGES

Agreement on Television Relations between the Government of Canada and the Government of the Republic of France.

MODIFICATIONS TO THE ANNEX OF THE AGREEMENT ON TELEVISION RELATIONS [ON TWINNING]

- 2) there shall be respective reciprocal investments and an overall balance with respect to the conditions of sharing the receipts of co-producers in productions benefiting from twinning.
- 3) producers, scriptwriters, performers, directors and technicians who participate in such twinned productions shall be nationals of Canada or France or nationals of a member State of the EC or of other European States that are parties to the European Economic Area or permanent residents of Canada or of France. The competent authorities may, however, in exceptional cases, make exceptions to this rule, having regard to the nature of the twinned productions.
- 5) the twinned productions must be broadcast under comparable conditions in France and in Canada.
- 7) twinned productions may be produced either at the same time or consecutively, on the understanding that, in the latter case, the time between the completion of the first production and the start of the second does not exceed one (1) year.

The competent French and Canadian authorities must ensure an overall balance between the financial contributions of each party on a biennial basis.