

**"MINI-TREATY TELEVISION DEVELOPMENT"**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF CANADA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF FRANCE  
REGARDING THE DEVELOPMENT OF FRENCH LANGUAGE  
AUDIOVISUAL CO-PRODUCTION PROJECTS FOR TELEVISION**

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**THE GOVERNMENT OF CANADA, AND THE GOVERNMENT OF THE  
REPUBLIC OF FRANCE,**

**WISHING** to promote co-operation between Canada and France respecting development of quality French-language works for television,

**HAVE AGREED AS FOLLOWS:**

**ARTICLE I**

For the purposes of this Agreement, the term "audiovisual work for television" means a French-language audiovisual work for television which will be deemed eligible to receive the benefits of co-production in accordance with the Agreement between the Government of Canada and the Government of the French Republic on Television Relations of July 11th, 1983.

**ARTICLE II**

1. Projects for the development of audiovisual works for television, excluding animated works, may benefit, in accordance with the terms and conditions set out below, from selective financial assistance, subject to the legislation in force in each of the two States.
2. These projects for the development of audiovisual works for television must be of mutual interest to the two countries and be likely to give rise to the creation of quality audiovisual works for television co-productions.

**ARTICLE III**

1. In principle, each of the Parties shall contribute its selective financial assistance to an identical number of majority-participation projects. To this end, the Parties shall ensure that a general balance is maintained between the amounts they respectively provide for development of audiovisual work for television projects benefiting from the selective assistance provided for in the present Agreement.

2. The maximum number of projects for development of televised audiovisual works which may benefit from the selective financial assistance of the two countries shall be set by the competent authorities, following consultations and in accordance with available budgetary resources.
3. The maximum amount allocated annually by each of the Parties for all co-productions shall be \$600,000 for the Canadian side and 3,000,000 FF for the French side.
4. This selective financial assistance shall be provided within the framework of the administrative policies of each of the Parties, and may not exceed \$60,000 and 300,000 FF per project.
5. The competent authorities defined below shall revise the above amounts to reflect the exchange rates in force at the time each project for a televised audiovisual work is approved.
6. In each case where assistance is provided, each Party shall enter into an agreement with the recipient specifying the terms and conditions for the use and repayment of the assistance provided or the reimbursement of unused funds.
7. Such Assistance shall be provided only to Canadian and French production houses and producers with exclusive rights or options for script development and adaptation of an original concept and for eventual production of an audiovisual work for television based on that concept.

#### **ARTICLE IV**

1. A Canada-France Commission shall be established to examine requests for assistance for projects to develop audiovisual works for television, where there is a possibility of selective financial assistance being provided under Article III of this Agreement. This Commission shall be made up of two groups of three representatives designated respectively by each of the following competent authorities:

For Canada: the Minister of Communications, and

For France: the Minister of Culture.

2. The two groups established to examine requests for assistance for projects to develop audiovisual works for television shall make recommendations to their respective competent authorities regarding selective financial assistance to be

provided for the said projects. The two groups shall operate independently, but may meet in cases where such a meeting is deemed necessary by the competent authorities of the two Parties.

3. Final decisions regarding granting of the selective financial assistance provided for in this Agreement shall be made by the competent authorities in conformity with their respective legislation. The competent authorities for each of the two Parties shall inform each other without delay of the conditions for the granting of their respective financial assistance, especially with respect to the terms and conditions for repayment of that assistance.

#### **ARTICLE V**

1. The present Agreement enters into force on the day of its signature.
2. It is concluded for an initial period of two (2) years, starting from the date it enters into force and is renewable for identical periods by tacit agreement, unless notice of withdrawal from the Agreement is given by one of the Parties six (6) months before the Agreement expires. Co-productions underway when such notice of withdrawal is given will, until they have been completed, continue to benefit fully from the advantages available under this Agreement. Following the date provided for expiry of this Agreement, it will continue to govern liquidation of revenues from completed co-productions.

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

**DONE** at Ottawa on March 14, 1990, in duplicate, in English and French languages, each version being equally authentic.

**FOR THE GOVERNMENT  
OF CANADA**

**Marcel Masse**

**FOR THE GOVERNMENT  
OF THE REPUBLIC OF FRANCE**

**Catherine Tasca**

**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 between the Government of the French Republic and the Government of Canada regarding the development of French language audiovisual co-production projects for television.

III (4) text deleted

IV (1) text deleted

(2) text deleted