

Agreement
between
the Government of New Zealand
and
the Government of the Republic of Korea
Concerning the Co-Production of Films

The Government of New Zealand and the Government of the Republic of Korea (hereinafter referred to as “the Parties”)

Seeking to enhance cooperation between their two countries in the area of film;

Desirous of expanding and facilitating the co-production of films which may be conducive to the film industries of both countries and to the development of their cultural and economic exchanges; and

Convinced that these exchanges will contribute to the enhancement of relations between the two countries;

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement

- (a) “competent authority” means the authority designated as such in the Annex by each Party;
- (b) “co-producer” means one or more New Zealand nationals or one or more nationals of the Republic of Korea involved in the making of a co-production film, or, in relation to Article 5 third country co-productions, nationals of the third country;
- (c) “co-production film” means a film made by one or more nationals of one Party in cooperation with one or more nationals of the other Party

under a project approved jointly by the competent authorities, and includes a film to which Article 5 applies;

(d) “film” means a series of images, or of images and sounds, including animation, which is intended to be shown in cinemas;

(e) “nationals” means:

(i) for the Republic of Korea,

- citizens of the Republic of Korea; or
- persons who have established permanent residence in the Republic of Korea;

(ii) for New Zealand,

- citizens of New Zealand; or
- permanent residents of New Zealand.

Article 2

Recognition as a National Film and Entitlement to Benefits

1. A co-production film made in accordance with this Agreement shall be fully entitled to all the benefits which are or may be accorded to national films by each of the Parties under their respective national laws and regulations in force currently or in the future.
2. The competent authority of each Party shall provide to the competent authority of the other Party, on request, a copy of the national laws and regulations to which paragraph 1 of this Article refers, and of the details regarding benefits to which paragraph 1 of this Article refers, and shall notify the competent authority of the

other Party of any changes to those national laws, regulations and benefits as soon as reasonably practicable after those changes have come into effect. A summary list of these benefits is included in the Annex to this Agreement.

3. Any benefits accorded to a co-production film by either Party shall be administered, including in respect of the co-producers that may apply for, receive, and dispose of such benefits, in accordance with the laws and regulations of that Party.

Article 3

Approval of Projects

1. In order to be approved as a co-production film under this Agreement, the co-production film must receive joint approval from the competent authorities. Approvals shall be in writing and shall specify the conditions upon which approval is granted. None of the co-producers shall be linked by common management, ownership or control, save to the extent that is inherent in the making of the co-production film itself.
2. The approval process shall comprise two stages: Provisional Approval upon application and prior to the commencement of shooting, and Final Approval upon completion of the co-production film and prior to distribution.
3. The application for such approval shall comply with the relevant requirements of this Agreement, including those set forth in the Annex. In considering an application, the competent authorities

may have due regard to their respective policies and guidelines, to the extent these are consistent with this Agreement and Annex.

4. The competent authorities of both Parties shall, to the extent possible under national laws and regulations, exchange all information concerning the approval, rejection, change or withdrawal of any application for approval of a co-production film.

Article 4 Contributions

1. For each co-production film:
 - (a) the performing, technical, craft and creative participation of the co-producers; and
 - (b) the production expenditure in each of the co-producer's countries

shall be in reasonable proportion to their respective financial contributions.

2. The proportion of the respective financial contributions of the co-producers of the film shall be decided by arrangement between the co-producers, and shall be between twenty to eighty percent of the final production costs of the film.

Article 5

Third Country Co-Productions

1. Where either the Republic of Korea or New Zealand maintains with a third country a film co-production agreement, the competent authorities may approve a project for a co-production film under this Agreement that is to be made in conjunction with a co-producer from that third country.
2. Approvals under this Article shall be limited to proposals in which the contribution of the third country co-producer is no greater than the lesser of the individual contributions of the New Zealand and Republic of Korea co-producers.

Article 6

Participation

1. Persons participating in a co-production film shall be nationals of the Republic of Korea and of New Zealand and, where there is a third co-producer, nationals of the third co-producer's country.
2. Subject to the approval of the competent authorities:
 - (a) where script or financing dictates, restricted numbers of performers from other countries may be engaged;
 - (b) in exceptional circumstances, restricted numbers of technical personnel from other countries may be engaged.

Article 7
Film Production

1. Except as otherwise provided in this Agreement, co-production films shall be shot and post-produced in New Zealand and/or in the Republic of Korea and/or, where there is a third co-producer, in that third co-producer's country.
2. At least 90% (ninety per cent) of the footage included in a co-production film shall be specially shot or created for the film unless otherwise approved by the competent authorities.

Article 8
Location Filming

1. The competent authorities may approve location filming in a country other than those of the participating co-producers.
2. Notwithstanding Article 6, where location filming is approved in accordance with this Article, citizens of the country in which location filming takes place may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

Article 9
Language

1. Each co-production film shall be made in one of the official languages of either New Zealand or the Republic of Korea or,

where there is a third co-producer, in the official language of that co-producer's country, or in any combination of those permitted languages.

2. Narration, dubbing or subtitling in any other commonly used language or dialect of the co-producers' countries shall be permitted.
3. Post-release print dubbing into any other language may be carried out in a country other than those of the participating co-producers.
4. Each co-production film may contain sections of dialogue in any language in so far as is required by the script.

Article 10

Acknowledgments and Credits

A co-production film and the promotional material associated with it shall include either a credit title indicating that the film is an "Official Republic of Korea - New Zealand Co-Production" or an "Official New Zealand – Republic of Korea Co-Production" or, where relevant, a credit which reflects the participation of the Republic of Korea, New Zealand and the country of a third co-producer.

Article 11

Entry Facilitation

In accordance with the laws and regulations of each Party, each of the Parties shall permit nationals of the other country, and nationals of the

country of any third co-producer approved under Article 5, to enter and remain in the Republic of Korea or New Zealand, as the case may be, for the purpose of making or promoting a co-production film.

Article 12

Import of Equipment

Each of the Parties shall provide, in accordance with their respective legislation, temporary admission, free of import duties and taxes, of technical equipment for the making of co-production films.

Article 13

Film Distribution

Both Parties shall endeavour to promote the global distribution of co-production films in order to enhance the competitiveness of the co-production films in the global market.

Article 14

Technical Cooperation

Both Parties shall endeavour to promote inclusive technical cooperation activities in film and related areas such as computer graphics, virtual reality and/or digital cinema technologies.

Article 15

Mixed Commission

1. A Mixed Commission shall be established, composed of representatives of the Parties, including the competent authorities and industry representatives.
2. The role of the Mixed Commission shall be to supervise and review the operation of this Agreement and to make any proposals considered necessary to improve the effectiveness of the Agreement.
3. The Mixed Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties within six months of such a request.

Article 16

Status of Annex

1. The Annex to this Agreement constitutes an implementing arrangement in respect of this Agreement and shall be read in conjunction with the provisions of this Agreement.
2. Subject to paragraph 2 of Article 18, any modifications to the Annex shall be jointly agreed by the competent authorities following consultations with the Mixed Commission. No modification to the Annex shall conflict with the provisions of this Agreement.
3. Modifications to the Annex shall be confirmed by the competent authorities in writing and shall take effect on the date they specify.

Article 17
Entry into Force

Each of the Parties shall notify the other in writing through diplomatic channels of the completion of all procedures required by its national law for giving effect to this Agreement. This Agreement shall enter into force on the date of the later of such notifications.

Article 18
Amendment

1. Subject to paragraph 2 of this Article, this Agreement may be amended by written agreement between the two Parties through an exchange of diplomatic notes. Amendments shall take effect on the date specified in the notes.
2. Either Party may by diplomatic note notify the other of a change in its competent authority. The change shall take effect on the date specified in the note.

Article 19
Duration and Termination

1. The term of this Agreement shall be for a period of three years from the date it enters into force and it shall thereafter be automatically renewed for further periods of three years. Either Party may terminate this Agreement by giving notice in writing through diplomatic channels six months before the expiry of the relevant

three-year period, in which case the Agreement shall terminate at the conclusion of that three-year period.

2. Notwithstanding paragraph 1 of this Article, this Agreement shall continue as if in force in respect of any co-production film approved by the competent authorities and yet to be completed prior to termination.

Article 20
Review

On the request of a Party, the Parties shall review this Agreement. The review shall commence within 60 days of the request.

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

Done in duplicate at WELLINGTON this 29TH day of SEPTEMBER, 2008 in the English and Korean languages, both texts being equally authentic.

For the Government of New Zealand

For the Government of the Republic
of Korea

Helen Clark

[Signature]

ANNEX

IMPLEMENTING ARRANGEMENT TO THE AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING THE CO-PRODUCTION OF FILMS

1. The competent authorities for the Agreement between the Government of New Zealand and the Government of the Republic of Korea concerning the Co-Production of Films are, for the Republic of Korea, the Korean Film Council (KOFIC), and for New Zealand, the New Zealand Film Commission.

2. Application Process

In order to benefit from the provisions of this Agreement, the co-producers must, before shooting commences, submit an application for co-production status and attach the documents listed below:

- a copy of the documentation concerning the ownership of the copyright for the commercial exploitation of the work;
- a synopsis including concrete information on the theme and contents of the film;
- a list of the technical and artistic contributions from each of the countries involved;
- a work plan stating the periods and locations of principal photography on a weekly basis for studio and outdoor shooting;
- a budget including a detailed financing plan;
- a production schedule;
- the co-production contract made between the producers; and

- all the documentation that the competent authorities require to conduct the technical and financial evaluation of the project.

3. Summary of Benefits Available in New Zealand

- Funding support by the New Zealand Film Commission for filming and post production together with international sales representation by the New Zealand Film Commission's sales agency, NZ Film.
- Differential tax treatment under Income Tax Act 2004 in certain circumstances.

Note: further funding and other support (including for training and festivals) is made available generally to the film industry in New Zealand. In some cases this may be available, for a particular film, in addition to those benefits to which Article 2(1) applies.

4. Summary of Benefits Available in the Republic of Korea

This document summarizes the various sources of financing and support mechanisms available in Korea for the Korean part of a co-production of a feature film.

Supports:

- Screen Quota

Selective financial support for production:

- Support for films in pre-production
- Support for films in production
- Selective financial support for distribution

Sources of financing:

- Investments from the Korean Film Investment Union