

AGREEMENT ON FILM AND VIDEO RELATIONS

BETWEEN

THE GOVERNMENT OF NEW ZEALAND

AND

THE GOVERNMENT OF CANADA

The Government of New Zealand and the Government of Canada (hereinafter referred to as "the Parties"),

Considering that it is desirable to establish a framework for audiovisual relations and particularly for film and video co-productions;

Conscious that co-productions can contribute to the further expansion of the film and video production industries of both countries as well as to the development of their cultural and economic exchanges;

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

Have agreed as follows:

ARTICLE I

1. For the purpose of this Agreement, a "co-production" is a project irrespective of length or format including animation and documentaries, produced either on film, videotape or videodisc, for distribution in theatres, on television, videocassette, videodisc or any other form of distribution approved by the following competent authorities;

In Canada: the Minister of Communications; and

In New Zealand: the New Zealand Film Commission.

2. Every co-production under this Agreement shall be subject to the laws and regulations in force respectively in New Zealand and in Canada.

3. The Parties agree to cooperate with each other with respect to co-productions in accordance with the provisions of this Agreement and the annex herein.

4. Co-productions shall be considered to be national productions in the two countries and, subject to the laws in force in either country, shall be entitled to all the benefits which are or may be accorded in New Zealand and Canada respectively to national productions.

ARTICLE II

1. The producers, writers and directors of the co-productions, as well as technicians, performers and other production personnel participating in the production, must be citizens of Canada or New Zealand, or permanent residents of Canada or permanent residents of New Zealand.
2. The term "permanent residents of Canada" 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.
3. Subject to Article IV, the term "permanent residents of New Zealand" means persons who are entitled in accordance with New Zealand law from time to time in force to be in New Zealand indefinitely.
4. Should the co-production so require, the participation of one (1) performer other than those provided for in the first paragraph may be permitted, subject to approval by the competent authorities of both countries.

ARTICLE III

1. Subject to their legislation and regulations in force, the Parties shall facilitate the entry into and temporary residence in their respective territories of citizens or permanent residents of the other Party for the purpose of making a co-production.
2. The Parties shall in accordance with national legislation permit the temporary entry and re-export of equipment necessary for a co-production.

ARTICLE IV

Notwithstanding any other provision in this Agreement, for the purposes of taxation, the legislation and regulations in force in each of the two countries shall apply, subject to the provisions of the Convention between the Government of Canada and the Government of New Zealand for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income which entered into force on May 29, 1981.

ARTICLE V

There shall be a Joint Commission composed of representatives of the Parties to review as necessary the implementation of this Agreement. The Joint Commission may meet at any time at the request of either Party on any matter affecting the operation or implementation of this Agreement.

ARTICLE VI

This Agreement shall not preclude the making of contracts or arrangements outside the scope of this Agreement for film or video productions or co-productions.

ARTICLE VII

This Agreement shall not apply to the Cook Islands, Niue and Tokelau.

ARTICLE VIII

1. This Agreement shall enter into force on the date of its signature and shall remain in force for three years and thereafter for further periods of three years until such time as either Party gives notice in writing to the other Party of its intention to terminate the Agreement at the end of any three year period. In such case, notice shall be given six months before the end of any three year period and the Agreement shall cease to have effect at the end of that three year period.
2. This Agreement may be amended by written agreement between the two Parties.
3. In the event of termination of this Agreement all unfulfilled obligations arising from the operation of this Agreement shall be fulfilled in accordance with the provisions thereof.

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

DONE in duplicate at *Vancouver*
this *16th* day of *October*, in English and French languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à *Vancouver*,
ce *16ème* jour de *octobre*, dans les langues française et anglaise, chaque version faisant également foi.

David Lange *Iona MacDonald*

FOR THE GOVERNMENT OF
NEW ZEALAND

POUR LE GOUVERNEMENT DE
LA NOUVELLE-ZELANDE

FOR THE GOVERNMENT
OF CANADA

POUR LE GOUVERNEMENT
DU CANADA

ANNEX

1. The competent authorities shall consult on procedures necessary to enable them to ensure that a project conforms with the provision of this Agreement.
2. A co-production shall be made within the terms of approval prescribed by the competent authorities. The competent authorities shall jointly establish the rules of procedure for co-productions in accordance with the legislation and regulations in force in Canada and New Zealand. They shall ensure that these rules of procedure are approved and in place at the time that this Agreement enters into force.
3. In order to qualify for the benefits of this Agreement, co-productions must be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.
- 4.1 The proportion of the respective contributions of the co-producers of the two countries may vary from twenty to eighty percent for each co-production.
- 4.2 Live action shooting and animation works, such as storybooks, layout, key animation, inbetween and voice recording, should be carried out either in Canada or in New Zealand. Location shooting, exterior or interior, in a country not participating in the co-production may be authorized, if the script or the action so requires and if technicians from Canada and New Zealand take part in the shooting.
- 4.3 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 technicians and performers shall be in proportion to his, her or its investment. In all cases such contribution shall include the participation of not less than three technicians, one performer in a leading role and two performers in supporting roles. In exceptional circumstances, departures herefrom may be approved by the competent authorities of both countries.
5. The competent authorities of both countries will where possible be willing to consider recognition of co-productions undertaken by producers of Canada, New Zealand and countries to which both the Government of Canada and the Government of New Zealand or the New Zealand Film Commission are bound by co-production Agreements.
6. An overall balance should be achieved during the term of the present Agreement with respect to financial participation, as well as to the creative staff, technicians, performers and technical resources (studios and laboratories).
7. Two copies of the final protection and reproduction material used in the production shall be made for all co-productions. Each co-producer shall be the owner of a copy of the protection and reproduction

material and shall be entitled to use it to make the necessary reproductions. Moreover, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers.

8.1 The original sound track of each co-production shall be made in either English, Maori or French. Double shooting in two of these languages may be made. Dialogue in other languages may be included in the co-production as the script requires.

8.2 Dubbing or subtitling of each co-production into French shall be carried out in Canada.

8.3 Dubbing or subtitling of each co-production into Maori shall be carried out in New Zealand.

9. Contract clauses providing for 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.

10. Where a co-production is exported to a third country that has national quota regulations:

- a) it shall in principle be regarded as a production of the country of the majority co-producer; or
- b) it shall be regarded as a production of the country that has the best opportunity of arranging for its export, if the respective contributions of the co-producers are equal; or
- c) it shall be regarded as a production of the country of which the director is a citizen or permanent resident if any difficulties arise.

11.1 A co-production shall when shown be identified as a "Canada-New Zealand co-production" or "New Zealand-Canada co-production".

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

12. Unless the co-producers agree otherwise, a co-production shall be entered at international festivals by the country of the majority co-producer or, in the event of equal financial participation of the co-producers, by the country of which the director is a national or permanent resident.