

FILMS CO-PRODUCTION AGREEMENT BETWEEN THE  
GOVERNMENT OF AUSTRALIA AND THE  
GOVERNMENT OF ITALY

The Government of Australia and the Government of Italy ("the Contracting Parties");  
motivated by the purpose of facilitating the joint production of films which will contribute with their artistic and technical qualities to the enhancement of cultural and trading relations between the two countries and which will be competitive in their respective national territories as well as in other countries, have agreed as follows:

## ARTICLE 1

For the purposes of this Agreement:

- (1)
  - (a) a "co-production film" shall be a film made by one or more Australian producers (the Australian co-producer") in conjunction with one or more Italian producers ("the Italian co-producer") and shall also be a film made by an Australian co-producer and an Italian co-producer in conjunction with a producer of another country with which Australia or Italy has signed a co-production Treaty ("third co-producer") and in either case made in accordance with the terms of an approval given by the competent authorities jointly;
  - (b) "film" means any sequence of visual images, irrespective of format, including animation and documentaries which falls within the scope of the laws of either country governing the provision of benefits in relation to film production as in force from time to time.
- (2) "nationals" means:
  - (a) in relation to Italy, Italian Citizens and Citizens of a Member State of the European Economic Community;
  - (b) in relation to Australia, Australian citizens and permanent residents of Australia.
- (3) "competent authorities" means:
  - (a) for Italy: Ministero del Turismo e dello Spettacolo, Direzione Generale dello Spettacolo (Department for Tourism and Entertainment Branch Directorate);
  - (b) for Australia: the Australian Film Commission.

## ARTICLE 2

A co-production film shall be entitled to the full enjoyment of all the benefits which are or may be accorded in Australia and Italy respectively to national films under the laws in force from time to time in that country.

These benefits shall be accorded only to the Producer of the country granting them.

## ARTICLE 3

In approving films under this Agreement, the competent authorities, acting jointly, shall apply the rules set out in the Annex, which forms an integral part of this Agreement.

## ARTICLE 4

Each of the Contracting Parties shall facilitate, in accordance with their respective legislation, temporary admission of cinematographic equipment for the making of co-production films.

## ARTICLE 5

Each of the Contracting Parties shall permit the nationals of the other country and citizens of the country of any third co-producer to enter and remain in Italy or Australia as the case may be, for the purpose of making or exploiting a co-production film, subject to the requirement that they comply with the laws relating to entry and residence.

## ARTICLE 6

There shall be a Mixed Commission equally composed of representatives of the Contracting Parties jointly chaired by officials from the Italian and Australian film industries and assisted by experts appointed by the respective competent authorities to supervise and review the working of this Agreement to resolve any difficulty which may arise and to make any proposals considered necessary for any modification of this Agreement. Its meetings shall be held alternately in Italy and in Australia.

The Commission shall meet eighteen months after the date of signing this Agreement and thereafter within six months of a request to meet being made by either Contracting Party.

## ARTICLE 7

Each of the Contracting Parties shall notify the other of the completion of any procedure for giving effect to this Agreement, which shall enter into force on the date of receipt of the later of these notifications.

## ARTICLE 8

The provisions of this Agreement are without prejudice to the international obligations of the contracting Parties, including, in relation to Italy, obligations devolving from European Community Law.

## ARTICLE 9

This agreement shall remain in force initially for a period of three years from the date its entry into force and shall be renewed and remain in force by tacit acceptance to:  
successive periods each of three years unless written notice to terminate is given to, either Contracting Party at least six months before the end of any period of three years

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

Done in quadruplicate at this..... .. day of..... 1993.

For the Government of Australia:

For the Government of  
Italy

A handwritten signature in dark ink, appearing to be a stylized 'AD' or similar initials, located in the lower right quadrant of the page.

## ANNEX

### TO THE FILMS CO-PRODUCTION AGREEMENT

### BETWEEN THE GOVERNMENT OF AUSTRALIA

### AND THE GOVERNMENT OF ITALY

#### (art. 3)

1) The competent authorities shall consult to enable (hem to ensure that a project conforms with the provisions of this Agreement. Each competent authority shall apply its own policies and guidelines. When approving a project for a co-production film, each may stipulate conditions of approval framed in order to achieve the general aims and objects of this Agreement. In the event of a disagreement between the competent authorities about the giving of approval to a co-production, the project concerned shall not be approved under this Agreement.

2) **The** competent authorities shall satisfy themselves that conditions of work in the making of co-production films under this Agreement in each of the countries of the participating co-producers are in broad terms comparable and that, in the event that location shooting of the film takes place in a country other than that of a co-producer, conditions shall be, in broad terms, no less favourable.

3) a) The Australian co-producer shall fulfil all the conditions relating to status which would be required to be fulfilled if that producer were the only producer, in order for the production to be eligible as an Australian film.

b) The Italian co-producer shall fulfil all conditions relating to status which are required in order to satisfy the provisions of all relevant Italian legislation.

c) Any third co-producer shall fulfil all the conditions relating to status which would be required to be fulfilled to produce a film under the terms of the co-production treaty in force between that co-producer's country and either Australia or Italy

d) None of the co-producers shall be linked by common management ownership or control save to the extent that it is inherent in the making of the co-production film.

4) All processing of original production material shall take place in Italy or in Australia or, where there is a third co-producer, in that producer's country. The majority of this work shall normally be carried out in the country of the co-producer which has the major financial participation. The printing of copies for distribution in the country of the producer holding minor financial participation, shall be carried out in that country. Shooting shall normally take place either in Italy or Australia. Where particular script requirements dictate, the competent authorities shall have the power to approve location filming in a country other than the countries of the participating co-producers.

5) Individuals participating in the making of co-production films shall be nationals of **Italy or of** Australia or, where there is a third co-producer, of that co-producer's country. **In** exceptional circumstances, where production requirements dictate, performers from other countries may be engaged.

6) Where the competent authorities have approved location filming in a country other than that of the participating co-producers, citizens of that country may be employed as extras or crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken. In any case, their employment shall be in accordance with the laws in force from time to time in the co-producers' countries.

7) The technical and creative contribution of each co-producer to a co-production film shall normally be in reasonable proportion to each of the co-producers' financial participation which cannot be less than thirty per cent (30%) of the total budget.

8) Any music specially composed for a co-production film shall, subject to any departure from this rule which is approved by the competent authorities, be composed by an Italian national or an Australian national or, where there is a third co-producer, by a national of that co-producer's country.

9) At least ninety per cent (90%) of the total footage included in a co-production film shall, subject to any departure from this rule due to particular historical or cultural requirements in the script and which is approved by the competent authorities, be specially shot for that film.

**10) The contracts between the co-producers shall:**

- (a) provide that for each co-production film there shall be one negative and one internegative. Each co-producer shall be the owner, in proportion to financial participation, of the negative and the internegative. Minority co-producers shall in any case have access to the original negative.**

- (b) set out that both producers shall undertake to meet the costs of the co-production.**
- (c) set out the procedures for resolution in case of default by one of the co-producers, in case of approval as a co-production being refused, in case of permission for public exhibition being withheld.**
- (d) prescribe that each co-producer shall share, in proportion to financial participation, in any excess or saving on the production's cost.**
- (e) set out the arrangements regarding the allocation of export markets and revenues therefrom taking into account that the Italian territory and the Australian territory are the exclusive competence of the co-producers.**
- (f) specify the dates on which all financial contributions shall be paid and that any monies owed by the minority co-producer shall be paid to the majority co-producer in accordance with the national laws in force at the time of delivery of the material necessary to make the minority country's version of the film.**
- (g) provide for the co-production film to include a separate credit title indicating that the film is either an "Australian-Italian co-production" or an "Italian-Australian co-production", or where relevant, a credit which reflects the participation of Italy, Australia and the country of the third co-producer.**

11) A film of which principal photography started after the signing of this Agreement but before its ratification as per Article 7 and a film of which principal photography starts before termination of this Agreement but which is not completed before termination, may be treated as a co-production film and its co-producers shall accordingly be entitled to all the benefits of this Agreement on condition that the film was produced in compliance with the requirements of this Agreement.

12) After each period of three years, commencing from the date that this Agreement enters into force, the Mixed Commission shall verify that an overall balance between the countries has been achieved: in the transfer of funds, in the financial contributions, in the employment of creative, craft and technical personnel in the major creative categories. The achievement of such a balance is to be regarded as a central aim of this Agreement and either competent authority may delay the approval of a co-production project where the balance appears to be undermined. If necessary, and where it is not possible to find a solution



between the competent authorities which would re- establish the balance, then the Mixed Commission shall be convened to confirm the outcome.

13) The approval of a project for a co-production film *by the* competent authorities shall not bind the relevant authorities in either country to permit the public exhibition of the resulting film.

14) The provisions of this Annex may from time to time be amended by the Mixed Commission, provided that those amendments do not conflict with laws in force in either country and with Articles 1 to 9 inclusive of this Agreement.