

Films Co-production Agreement
between
the Government of Australia
and
the Government of
the Federal Republic of Germany

The Government of Australia

and

the Government of the Federal Republic of Germany

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,

have agreed as follows:

Article 1

For the purposes of this Agreement

1. "competent authority" means the authority designated as such by each Party;
2. "co-producer" means one or more Australian nationals or one or more German nationals involved in the making of a co-production film;
3. "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;
4. "film" means an aggregate of images, or of images and sounds, embodied in any material;
5. "national" means:
 - a) in relation to Australia, an Australian citizen or a permanent resident of Australia;
 - b) in relation to Germany, Germans within the meaning of Article 116 of the Basic Law or persons belonging to the German Culture or nationals of a member state of the European Union.

Article 2

Co-productions by producers of the two Contracting Parties are considered to be national co-productions and shall be treated by the Contracting Parties according to the provisions of this Agreement, subject to the legislation and regulations in force in each of the two countries.

Article 3

- (1) Australian and German producers will enjoy in Australia and Germany respectively all the benefits which are granted pursuant to the legislation and regulations in force at that time.
- (2) Co-productions to which this Agreement is intended to apply shall require, prior to the commencement of shooting, approval from the competent authorities of both Contracting Parties.
- (3) The competent authorities shall consider proposed co-productions according to their own policies and guidelines and according to the requirements set out in the Annex to this Agreement.
- (4) An approval of a co-production shall be in writing and shall specify the conditions on which it is granted.

Article 4

- (1) The performing, technical, craft and creative contribution of the co-producers shall be in reasonable proportion to their financial participation.
- (2) As a general rule, the minority co-producer shall contribute at least 30% (thirty per cent). In exceptional cases the competent authorities may approve a minority contribution of not less than 20% (twenty per cent).

Article 5

The competent authorities may also approve as co-productions, film productions which are made between co-producers of the Contracting Parties and of a third country. In the case of Australia that third country must have a co-production agreement or arrangement with one of the Contracting Parties. In such cases the contribution of the minority co-producer shall be at least 20% (twenty per cent).

Article 6

Each of the Contracting Parties shall, subject to its legislation and regulations, facilitate in particular:

- a) if necessary, the entry and temporary residence of and the granting of, employment permits for nationals of the other Contracting Party and of the country of any third co-producer referred to in Article 1(5);
- b) duty and tax free entry and re-export of technical equipment and material required for film production.

Article 7

There shall be a Mixed Commission composed of representatives of the Contracting Parties. Its role shall be to supervise and review the operation of this Agreement and to make any proposals considered necessary for any modification of this Agreement. In principle, the Mixed Commission shall meet every two years. It may be convened at the request of either of the Contracting Parties and shall meet within six months of such a request.

Article 8

The provisions of the Annex, which form an integral part of this Agreement, may be amended by mutual consent in writing of the competent authorities after consultation with the Mixed Commission provided that such amendments do not conflict with Articles 1 to 9 inclusive.

Article 9

The Agreement shall enter into force on the date on which the Government of the Federal Republic of Germany is notified by the Government of Australia through diplomatic channels that the national requirements for the entry into force of the Agreement have been fulfilled. The date of notification shall be decisive.

Article 10

- (1) This Agreement is made for an unlimited period of time. Either Party may give written notice of termination through diplomatic channels by 30 June in any year in which case the Agreement shall terminate on 31 December of that year.
- (2) Notwithstanding termination of this Agreement pursuant to paragraph one of this Article, this Agreement shall continue as if in force in respect of any film made in accordance with an approval granted by the competent authorities under the Agreement prior to termination.

In witness whereof, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done at CANBERRA this 17TH day of JANUARY 2001

in two originals in the English and German languages, both texts being equally authentic.

For the Government of
Australia

For the Government of
the Federal Republic of
Germany

Annex
to the
Agreement
between
the Government of Australia
and
the Government of the Federal Republic of Germany
concerning
the Co-production of Films.

This Annex is part of the Agreement between the Government of Australia and the Government of the Federal Republic of Germany concerning the co-production of films, pursuant to Article 8.

1. An approved co-production film shall be made and processed up to the manufacture of the first release print in one or both of the Parties' countries and/or, where there is a third co-producer, in that producer's country. The majority of this work shall be carried out in the country of the producer who has the major financial participation.
2. The competent authorities may approve location filming in a country other than those of the participating co-producers. Where location filming is carried out in a country other than those of the participating co-producers, citizens of that country may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.
3. There shall be a final version of an approved co-production film in both the English and German languages. This version may contain sections of dialogue in other languages in so far as is required by the script.
4. Persons participating in a co-production shall be nationals of Germany and of Australia as per Article 1(5) and of the country of a third co-producer, where relevant.

In exceptional circumstances, where script or financing dictates, restricted numbers of performers from other countries may be engaged, subject to the approval of the competent authorities.

5. At least 90% (ninety per cent) of the footage included in an approved co-production film shall be specially shot for the film unless otherwise approved by the competent authorities.
6. A co-production film and the advertising material shall include either a credit title indicating that the film is an "Australian-German Co-production" or a "German-Australian Co-production" or, where relevant, a credit which reflects the participation of Germany, Australia and the country of any third co-producer.
- 7. There shall be a contract or contracts governing the making of a co-production film which shall:**

a) provide that:

- * a co-producer may not assign or dispose of the benefits referred to in Article 2 except to a natural or a legal person who is a national of that co-producer's country;
- * a sufficient number of copies of the final protection and reproduction material used in the production shall be made for all the co-producers;
- * 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;
- * each co-producer shall have access to the original production material in accordance with any conditions set down in the contract;

b) set out the financial liability of each co-producer for costs incurred:

- * in preparing a co-production film which is refused approval as a co-production by the competent authorities;
- * in making a film which has been given such approval and fails to comply with the conditions of such approval;
- * in making an approved co-production film permission for whose public exhibition is withheld in any of the countries of the co-producers;

- c) set out the arrangements regarding the division between the co-producers of the receipts from the exploitation of the co-production film including those from export markets;**
- d) specify the dates by which the respective contributions of the co-producers to the production of the film shall have been completed;**
- e) specify whether the co-production film shall be shown in film festivals as a national film of the majority Contracting Party or as a national film of both Contracting Parties.**

8. The competent authorities designated by the contracting parties are: in the Federal Republic of Germany - the Bundesamt für Wirtschaft; in Australia - the Australian Film Commission. If and when the competent authorities are changed, the contracting parties shall inform one another.