

**AGREEMENT
ON FILM AND VIDEO RELATIONS
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF IRELAND**

Dublin, April 4th, 1989

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THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF IRELAND,

CONSIDERING that it is desirable to establish a framework in the field of 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;

DETERMINED to promote and foster the development of cinematographic and audiovisual co-operation between Canada and Ireland for the benefit of their peoples as well as their respective industries; and

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

HAVE AGREED AS FOLLOWS:

ARTICLE I

For the purposes of this Agreement, the word "co-production", refer to projects 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.

Co-productions undertaken under the present Agreement must be approved by the following competent authorities:

In Canada: the Minister of Communications

In Ireland: the Department of the Taoiseach (Prime Minister)

These co-productions are considered to be national productions by and in each of the two countries. Both parties shall use their best efforts to ensure that the co-producers shall enjoy, insofar as it is possible, whatever benefits result from the

legislation and regulations concerning the film and video industries which are in force or from those which may be decreed in each country. These benefits shall, however, only accrue to the producer of the country that grants them.

ARTICLE II

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.

ARTICLE III

The producers, the writers and the directors of co-productions, as well as technicians, performers and other production personnel participating in the production, must be Canadian or Irish, or permanent residents of Canada or residents in Ireland or nationals of a member state of the European Community.

Should the co-production so require, the participation of performers other than those provided for in the first paragraph may be permitted, subject to approval by the competent authorities of both countries.

ARTICLE IV

The proportion of the respective contributions of the co-producers of the two countries may vary from twenty (20) to eighty (80) per cent of the budget for each co-production.

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 investment. Such contribution should include the participation of not less than three technicians, one performer in a leading role and two performers in a supporting role. Departures herefrom may be approved by the competent authorities of both countries.

ARTICLE V

Live-action shooting and animation works, such as storyboards, layout, key-animation, in-between and voice recording, must be carried out preferably on an alternate basis in Canada and Ireland. Location shooting, exterior or interior, in a country not participating in the co-production may be authorised, if the script or the action so requires and if technicians from Canada and Ireland take part in the shooting.

ARTICLE VI

The competent authorities of both countries look favourably upon co-productions undertaken by producers of Canada and Ireland with countries to which either Canada or Ireland is bound by co-production Agreements.

The proportion of the minority contributions to such co-productions shall not be less than twenty (20) per cent for each co-production.

The minority co-producer shall be obliged to make an effective technical and creative contribution.

ARTICLE VII

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. At the request of the co-producers and subject to the approval of the competent authorities in both countries, low budget co-productions may only be required to produce one copy of the final protection and reproduction material. This copy shall be held in the country of the majority co-producer and the minority co-producer shall have access upon request.

ARTICLE VIII

A written agreement between the co-producers shall be secured prior to any reproduction by a third party of the film/video material co-produced under this Agreement.

ARTICLE IX

The original sound track of each co-production shall be made in either English or French or Irish. 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.

Dubbing or subtitling of each co-production into French shall be carried out in Canada. Dubbing or subtitling of each co-production into English shall be carried out in Canada or in Ireland, subject to agreement of the co-producers. Dubbing or subtitling of each co-production into Irish shall be carried out in Ireland.

ARTICLE X

Subject to their legislation and regulations in force, Canada and Ireland shall facilitate the entry into and temporary residence in their respective territories of the creative and technical personnel dependent on the co-producer of the other country.

They shall similarly permit the temporary entry and re-export of any equipment necessary for the co-production under this Agreement.

ARTICLE XI

Contract clauses providing for the 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.

ARTICLE XII

Approval of a co-production proposal by the competent authorities of both countries is in no way binding upon them in respect of the granting of licence to show the co-production.

ARTICLE XIII

Where a co-production is exported to a country that has quota regulations:

- (a) it shall in principle be included in the quota of the country of the majority co-producer;
- (b) it shall be included in the quota of the country that has the best opportunity of arranging for its export, if the respective contributions of the co-producers are equal;
- (c) it shall be included in the quota of the country of which the director is a national, if any difficulties arise.

ARTICLE XIV

A co-production shall, when shown in Canada, be identified as a "Canada-Ireland co-production" or when shown in Ireland as an "Ireland-Canada co-production". In all other countries, the country of the majority co-producer shall be placed first.

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

ARTICLE XV

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.

ARTICLE XVI

The competent authorities of both countries shall jointly establish the rules of procedure for co-productions taking into account the legislation and regulations in force in Canada and Ireland. These rules of procedure are attached to and are part of the present Agreement.

ARTICLE XVII

No restrictions shall be placed on the import, distribution and exhibition of Irish film and video productions in Canada or Canadian film and video productions in Ireland other than those contained in the legislation and regulations in force in each of the two countries. Moreover, the contracting parties affirm their desire to foster by all available means the distribution in each of their respective countries of cinematographic productions from the other country.

The competent authorities of the two countries wish that dubbing or subtitling into French of each Irish production distributed and exhibited in Canada be carried out in that country and dubbing or subtitling into Irish of each Canadian production distributed and exhibited in Ireland be carried out in that country.

ARTICLE XVIII

An overall balance must 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). The competent authorities shall examine the implementation of this Agreement as necessary in order to resolve any difficulties arising from its application. They shall recommend at need possible amendments with a view to developing film and video co-operation in the best interests of both countries.

A Joint Commission is established to look after the implementation of this Agreement and to examine whether such a balance has been achieved and shall decide what measures are necessary in order to correct any imbalance. A meeting of the Joint Commission shall take place in principle once every two years and it shall meet alternately in the two countries, or such other venue as may be agreed by the parties hereto. The competent authorities of each country shall determine their respective membership on the Joint Commission which shall not be less than two members each. In Ireland, the Chairman shall be a member of the Irish delegation and in Canada, a member of the Canadian delegation. Where, however, the venue for such meetings is in a place other than Ireland or Canada, then meetings may be chaired jointly by a representative of each party. The Joint Commission shall meet within six (6) months following formal request by either party. However, it may be convened for extraordinary sessions at the request of one or both competent

authorities, particularly in the case of major amendments to the legislation or the regulations governing the film and video industries, or where the application of this Agreement presents serious difficulties.

ARTICLE XIX

The present Agreement shall come into force on the day of its signature by both parties.

It shall be valid for a period of three years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other country gives written notice of termination six (6) months before the expiry date. Co-productions in progress at the time of notice of termination of the Agreement by either party, shall continue to benefit fully until completion from the conditions of this Agreement. After expiry of the Agreement its terms shall continue to apply to the liquidation of receipts from completed co-productions.

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

DONE in duplicate at Dublin, this fourth day of April 1989 in the English, Irish and French languages, each version being equally authentic.

**FOR THE GOVERNMENT
OF CANADA**

Dennis McDermott

**FOR THE GOVERNMENT
OF IRELAND**

Brian Lenihan

ANNEX I

RULES OF PROCEDURE

Application for benefits under this Agreement for any co-production must be made simultaneously to both administrations at least thirty (30) days before shooting begins. The administration of the country of which the majority co-producer is a national shall communicate its proposal to the other administration within twenty (20) days of the submission of the complete documentation as described below. The administration of the country of which the minority co-producer is a national shall thereupon communicate its decision within twenty (20) days.

Documentation submitted in support of an application shall consist of the following items, drafted in English or French in the case of Canada and in English or Irish in the case of Ireland.

- I. The final script;
- II. A document providing proof that the copyright for the co-production has been legally acquired;
- III. A copy of the co-production contract signed by the two co-producers;

The contract shall include:

1. the title of the co-production;
2. the name of the author of the script, or that of the adaptor if it is drawn from a literary source;
3. the name of the director (a substitution clause permitted to provide for his replacement if necessary);
4. the budget;
5. the financing plan;
6. the distribution of receipts and markets;
7. the respective shares of the co-producers in any over or under-expenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any

over-expenditure may be limited to a lower percentage or to a fixed amount providing that the minimum proportion permitted under Article IV of the Agreement is respected;

8. a clause recognizing that admission to benefits under this Agreement does not bind the competent authorities in either country to permit public exhibition of the co-production;
 9. a clause prescribing the measures to be taken where;
 - (a) after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
 - (b) the competent authorities prohibit the exhibition of the co-production in either country or its export to a third country;
 - (c) either party fails to fulfil its commitments;
 10. the period when shooting is to begin;
 11. a clause stipulating that the majority co-producer shall take out an insurance policy covering at least "all production risks" and "all original material production risks";
- IV. The distribution contract, where this has already been signed.
- V. A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play.
- VI. The production schedule.
- VII. The detailed budget identifying the expenses to be incurred by each country.
- VIII. The synopsis.

The competent administration of the two countries can demand any further documents and all other additional information deemed necessary.

In principle, the final shooting script (including the dialogue) should be submitted to the competent administrations prior to the commencement of shooting.

Amendments, including the replacement of a co-producer, may be made in the original contract, but they must be submitted for approval by the competent administrations of both countries before the co-production is finished. The

replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both the competent administrations.

The competent administrations will keep each other informed of their decisions.

ANNEX II

The Embassy of Canada presents its compliments to the Department of Foreign Affairs of the Government of Ireland and has the honour to refer to the Agreement on Film and Video Relations to be signed by their two Governments.

In response to the query raised by the Irish Department of the Prime Minister, the Embassy of Canada has the honour to confirm that it is the view of the Government of Canada that any benefits arising from the Agreement are largely administrative and subject to the legislation and the regulations in force in Canada and Ireland, and that the Agreement does not in any way oblige either Government to provide for payment of grants.

If the above clarification is satisfactory to the Government of Ireland, the Embassy of Canada has the honour to propose that this Note and the reply of the Department of Foreign Affairs of Ireland to that effect be read as an adjunct to the Canada-Ireland Agreement on Film and Video Relations.

The Embassy of Canada avails itself of this opportunity to renew to the Department of Foreign Affairs of the Government of Ireland the assurances of its highest consideration.

Dublin, 23 January 1989

The Department of Foreign Affairs presents its compliments to the Embassy of Canada and has the honour to refer to the Embassy's Note of 23 January 1989 (Ref. No. 18) regarding the proposed Agreement between Ireland and Canada on film and Video Relations by which the Embassy confirmed that it is the view of the Government of Canada that any benefits arising from the proposed Agreement are largely administrative and subject to the legislation and that regulations in force in Ireland and in Canada, and that the Agreement does not in any way oblige either Government to provide for payment of grants.

The Department has the honour to confirm that the above clarification is satisfactory to the Government of Ireland and agrees with the Embassy's proposal that the Embassy's Note of 23 January 1989 and this reply to that effect be read as an adjunct to the Ireland-Canada Agreement on Film and Video Relations.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of Canada the assurances of its highest consideration.

Dublin, 20 March 1989