

No. 53208*

**Canada
and
Chile**

Film and Television Co-Production Agreement between the Government of Canada and the Government of the Republic of Chile (with annex). Santiago, 2 September 1994

Entry into force: *provisionally on 2 September 1994 by signature and definitively on 27 February 1998 by notification, in accordance with article XVIII*

Authentic texts: *English, French and Spanish*

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**Canada
et
Chili**

Accord de coproduction d'oeuvres cinématographiques et audiovisuelles entre le Gouvernement du Canada et le Gouvernement de la République du Chili (avec annexe). Santiago, 2 septembre 1994

Entrée en vigueur : *provisoirement le 2 septembre 1994 par signature et définitivement le 27 février 1998 par notification, conformément à l'article XVIII*

Textes authentiques : *anglais, français et espagnol*

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[ENGLISH TEXT - TEXTE ANGLAIS]

FILM AND TELEVISION CO-PRODUCTION AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE REPUBLIC OF CHILE

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE
REPUBLIC OF CHILE (hereinafter referred to as the
"Parties"),

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

CONSCIOUS that quality co-productions can contribute to
the further expansion of the film, television and video
production and distribution 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, including animation and
documentary productions, produced either on film,
videotape or videodisc, or in any other format hitherto
unknown, for exploitation in theatres, on television,
videocassette, videodisc or by any other form of
distribution, whether now known or to become known.

2. Co-productions undertaken under the present Agreement
must be approved by the following authorities, referred to
hereinafter as the "competent authorities":

In Canada : the Minister of Communications; and
In Chile : the Ministry of Education

3. Every co-production proposed under this Agreement shall be produced and distributed in accordance with the national legislation and regulations in force in Canada and Chile;

4. Every co-production produced under this Agreement shall be considered to be a national production for all purposes by and in each of the two countries. Accordingly, each such co-production shall be fully entitled to take advantage of all benefits currently available to the film and video industries or those that may hereafter be decreed in each country. These benefits do, however, accrue solely to the producer of the country which grants them.

ARTICLE II

The benefits of the provisions of this Agreement apply only to co-productions undertaken by producers who have good technical organization, sound financial backing and recognized professional standing accredited by the competent authority.

ARTICLE III

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

2. Each co-producer shall be required to make an effective technical and creative contribution. In principle, this contribution shall be in proportion to his investment.

ARTICLE IV

1. The producers, writers and directors of co-productions, as well as the technicians, performers and other production personnel participating in such co-productions, must be Canadian or Chilean citizens, or permanent residents of Canada or Chile.

2.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 V

1.Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out alternately in Canada and in Chile.

2.Location shooting, exterior or interior, in a country not participating in the co-production may, however, be authorized, if the script or the action so requires and if technicians from Canada and Chile take part in the shooting.

3.The laboratory work shall be done in either Canada or Chile, unless it is technically impossible to do so, in which case the laboratory work in a country not participating in the co-production may be authorized by the competent authorities of both countries.

ARTICLE VI

1.The competent authorities of both countries also look favourably upon audiovisual co-productions undertaken by producers of Canada, Chile and any country to which Canada or Chile is linked by an Official Co-Production Agreement.

2.The proportion of any minority contribution in any multi-party co-production shall be not less than twenty per cent (20%).

3.Each minority co-producer in such co-production shall be obliged to make an effective technical and creative contribution.

ARTICLE VII

1.The original sound track of each co-production shall be made in either English, French or Spanish. Shooting in any two, or in all, of these languages is permitted. Dialogue in other languages may be included in the co-production as the script requires.

2.The dubbing or subtitling of each co-production into French and English, or into Spanish shall be carried out respectively in Canada or Chile. Any departures from this principle must be approved by the competent authorities of both countries.

ARTICLE VIII

1.Except as provided in the following paragraph, no fewer than two copies of the final protection and reproduction materials used in the production shall be made for all co-productions. Each co-producer shall be the owner of one copy of the protection and reproduction materials and shall be entitled to use it, in accordance with the terms and conditions agreed upon by the co-producers, to make the necessary reproductions. Moreover, each co-producer shall have access to the original production material in accordance with those terms and conditions.

2.At the request of both co-producers and subject to the approval of the competent authorities in both countries, only one copy of the final protection and reproduction material need be made for those productions which are qualified as low budget productions by the competent authorities. In such cases, the material will be kept in the country of the majority co-producer. The minority co-producer will have access to the material at all times to make the necessary reproductions, in accordance with the terms and conditions agreed upon by the co-producers.