

No. 53211*

**Canada
and
Iceland**

Audiovisual Co-production Agreement between the Government of Canada and the Government of the Republic of Iceland (with annex). Washington, 15 October 1997

Entry into force: *provisionally on 15 October 1997 by signature and definitively on 2 February 1998 by notification, in accordance with article 18*

Authentic texts: *English, French and Icelandic*

Registration with the Secretariat of the United Nations: *Canada, 10 December 2015*

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**Canada
et
Islande**

Accord de coproduction audiovisuelle entre le Gouvernement du Canada et le Gouvernement de la République d'Islande (avec annexe). Washington, 15 octobre 1997

Entrée en vigueur : *provisoirement le 15 octobre 1997 par signature et définitivement le 2 février 1998 par notification, conformément à l'article 18*

Textes authentiques : *anglais, français et islandais*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 10 décembre 2015*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AUDIOVISUAL CO-PRODUCTION AGREEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE GOVERNMENT OF THE REPUBLIC OF ICELAND

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF
THE REPUBLIC OF ICELAND** (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 1

1. For the purpose of this Agreement, an "audiovisual 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. New forms of audiovisual production and distribution will be included in the present agreement by an exchange of notes.
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 Canadian Heritage; and

In Iceland: the Minister 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 in Iceland;

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, however, accrue solely to the producer of the country which grants them.

ARTICLE 2

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.

ARTICLE 3

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 4

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 Icelandic citizens, or permanent residents of Canada or of Iceland.
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 5

1. Live action shooting and animation works such as storyboards, layout, key animation, in-betweening and voice recording must, in principle, be carried out either in Canada or in Iceland.
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 Iceland take part in the shooting.
3. The laboratory work shall be done either in Canada or in Iceland, 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 6

1. The competent authorities of both countries also look favourably upon co-productions undertaken by producers of Canada, Iceland and any country to which Canada or Iceland 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 7

1. The original sound track of each co-production shall be made in either English, French or Icelandic. 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 Icelandic shall be carried out respectively in Canada or in Iceland. Any departures from this principle must be approved by the competent authorities of both countries.

ARTICLE 8

1. Except as provided in the following paragraph, no fewer than two copies of the final production 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 production 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 production 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.

ARTICLE 9

Subject to their legislation and regulations in force, the Parties shall:

- (a) facilitate the entry into and temporary residence in their respective territories of the creative and technical personnel and the performers engaged by the co-producer of the other country for the purpose of the co-production; and
- (b) similarly permit the temporary entry and re-export of any equipment necessary for the purpose of the co-production.

ARTICLE 10

The sharing of revenues by the co-producers should, in principle, be proportional to their respective contributions to the production financing and be subject to approval by the competent authorities of both countries.

ARTICLE 11

Approval of a co-production proposal by the competent authorities of both countries does not constitute a commitment to either or both of the co-producers that governmental authorities will grant a licence to show the co-production.

ARTICLE 12

1. Where a co-production is exported to a country that has quota regulations, it shall be included either in the quota of the country:
 - (a) of the majority co-producer;
 - (b) that has the best opportunity of arranging for its export, if the respective contributions of the co-producers are equal; or
 - (c) of which the director is a national, if any difficulties arise with the application of sub-paragraphs (a) and (b) hereof.
2. Notwithstanding paragraph 1, in the event that one of the co-producing countries enjoys unrestricted entry of its films into a country that has quota regulations, a co-production undertaken under this Agreement shall be as entitled as any other national production of that country to unrestricted entry into the importing country if that country so agrees.

ARTICLE 13

1. A co-production shall, when shown, be identified as a "Canada-Iceland Co-production" or "Iceland-Canada Co-production" according to the origin of the majority co-producer or in accordance with an agreement between co-producers.
2. Such identification shall appear in the credits, in all commercial advertising and promotional material and whenever this co-production is shown and shall be given equal treatment by each Party.

ARTICLE 14

In the event of presentation at international film festivals, and unless the co-producers agree otherwise, a co-production shall be entered 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 15

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