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**Canada
and
Norway**

Audio-visual co-production agreement between the Government of Canada and the Government of the Kingdom of Norway (with annex). Oslo, 2 April 1998

Entry into force: *provisionally on 2 April 1998 by signature and definitively on 20 August 1999 by notification, in accordance with article XVIII*

Authentic texts: *English, French and Norwegian*

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**Canada
et
Norvège**

Accord de coproduction audiovisuelle entre le Gouvernement du Canada et le Gouvernement du Royaume de Norvège (avec annexe). Oslo, 2 avril 1998

Entrée en vigueur : *provisoirement le 2 avril 1998 par signature et définitivement le 20 août 1999 par notification, conformément à l'article XVIII*

Textes authentiques : *anglais, français et norvégien*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AUDIO-VISUAL CO-PRODUCTION AGREEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE GOVERNMENT OF THE KINGDOM OF NORWAY

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF
THE KINGDOM OF NORWAY** (hereinafter referred to as the "Parties"),

CONSIDERING that it is desirable to establish a framework for audio-visual 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, the words "audio-visual co-productions" and "twinning co-productions" refer to projects, irrespective of length or format, including animation and documentary productions, produced either on film, videotape or in any other medium of production hitherto unknown, for exploitation in theatres, on television, videocassette, videodisc or by any other form of distribution. New forms of audio-visual production and distribution will be included in the present Agreement by 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 Norway: the Norwegian Film Institute
3. Co-productions produced under this Agreement shall be considered to be national productions for all purposes by and in each of the two countries. Subject to the national legislation in force in Canada and in Norway, such co-productions shall be fully entitled to take advantage of all benefits available to the film and video industries or those that may be hereafter decreed in each country. These benefits accrue solely to the producer of the country which grants them.

4. The Norwegian Box Office support system (billettstøtten) will only be available to the Norwegian producer's own investment (egenfinansiering) and is subject to control and agreement between the Norwegian Film Institute and the Norwegian producer.

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.

ARTICLE III

1. The producers must be nationals of Canada or Norway or permanent residents of Canada or residents of Norway. The writers and the directors of the co-productions, as well as technicians, performers and other production personnel participating in the production, must be nationals of Canada or Norway, or permanent residents of Canada or residents of Norway, or they can also be nationals of member states of the European Economic Area (EEA) provided that the participation of personnel from both Canada and Norway is of obvious importance.
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 IV

1. The proportion of the respective contributions of the co-producers of the two countries may vary from twenty (20%) to eighty percent (80%) of the budget for each co-production.
2. Live action shooting and animation works such as storyboards, layout, key animation, in betweening and voice recording must, in principle, be carried out alternately in Canada and in Norway.
3. Location shooting, exterior or interior, in a country not participating in the co-production (i.e. other than Canada, Norway or a member state of the EEA) may be authorized if the script or the action so requires and if technicians from Canada, Norway or a member state of the EEA take part in the shooting. The laboratory work shall be done in either Canada, Norway or a member state of the EEA unless it is technically impossible, in which case it may be done in a country not participating in the co-production with the authorization of the competent authorities of both countries.
4. Each co-producer shall be required to make an effective technical and creative contribution. In principle, the creative and technical contribution should be proportionate to the investment of each co-producer; however, departures from this rule may be approved at the discretion of the competent authorities of both countries.

ARTICLE V

1. For the present purposes, productions produced under a twinning arrangement may be considered, with the approval of the competent authorities, as official co-productions and receive the same benefits. Notwithstanding Article IV, in the case of twinned co-productions, the reciprocal participation of the producers of both countries may be limited to a financial contribution alone, without necessarily excluding any artistic or technical contribution.
2. To be approved by the competent authorities, twinned co-productions must meet the following conditions:
 - (a) there shall be respective reciprocal investment and an overall balance with respect to the conditions of sharing the receipts of co-producers in productions benefitting from twinning;
 - (b) the twinned productions must be distributed under comparable conditions in Canada and in Norway;
 - (c) twinned productions may be produced either at the same time or consecutively, on the understanding that, in the latter case, the time between the completion for the first production and the start of the second does not exceed one (1) year.

ARTICLE VI

1. Both parties to this Agreement look favourably upon co-productions undertaken by producers of Canada, Norway and countries to which Canada or Norway are linked by co-production agreements.
2. The proportion of the minority contribution in such multi-party co-productions shall be not less than twenty per cent (20%). The minority co-producers shall be required to make an effective technical and creative contribution.

ARTICLE VII

1. Each co-producer shall be the owner of one of the two copies of the protection and reproduction materials used in the co-production 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 terms and conditions agreed upon by the co-producers.
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 low budget productions. In such cases, the material will be kept in the country of the majority co-producer. Unless the co-producers agree otherwise, the minority co-producer will have access to the material at all times to make the necessary reproductions.

ARTICLE VIII

1. The original sound track of each co-production shall be made in either English, French or Norwegian. 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 or English shall be carried out in Canada. The dubbing or subtitling of each co-production into Norwegian shall be carried out in Norway. Any departures herefrom must be approved by the competent authorities of both countries.

ARTICLE IX

Subject to their legislation and regulations in force, Canada and Norway shall 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. They shall similarly permit the temporary entry and re-export of any equipment necessary for the co-production under this Agreement.

ARTICLE X

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. This revenue-sharing can consist either of a sharing of receipts or a sharing of markets or a combination of both formulas.

ARTICLE XI

Approval of a co-production proposal by the competent authorities of both countries does not constitute a commitment to grant an exhibition licence to show the co-production.

ARTICLE XII

1. 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) if any difficulties arise with sub-paragraphs (a) or (b), it shall be included in the quota of the country of which the director is a national.
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 XIII

1. A co-production shall, when shown, be identified as a "Canada-Norway Co-production" or "Norway-Canada Co-production" according to the origin of the majority co-producer or in accordance with an agreement between co-producers.