

**No. 53346\***

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**Canada  
and  
South Africa**

**Audiovisual Co-Production Agreement between the Government of Canada and the Government of South Africa (with annex). Cape Town, 5 November 1997**

**Entry into force:** *19 July 2004 by notification, in accordance with article XIX*

**Authentic texts:** *English and French*

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**Canada  
et  
Afrique du Sud**

**Accord de coproduction audiovisuelle entre le Gouvernement du Canada et le Gouvernement de la République d'Afrique du Sud (avec annexe). Le Cap, 5 novembre 1997**

**Entrée en vigueur :** *19 juillet 2004 par notification, conformément à l'article XIX*

**Textes authentiques :** *anglais et français*

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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AUDIOVISUAL CO-PRODUCTION AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF SOUTH AFRICA**

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF  
SOUTH AFRICA** (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, an "audio-visual 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 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 South Africa:	the Minister of Arts, Culture, Science and Technology
3. Every co-production proposed under this Agreement shall be produced and distributed in accordance with the national legislation and regulations currently in force in Canada and in South Africa or those that may hereafter be decreed in each country;

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**

1. The benefits of the provisions of this Agreement apply only to co-productions undertaken by producers who have good technical organization, sound financial backing for the co-production project in question and recognized professional standing.
2. The competent authorities of both countries shall nevertheless take into account the developmental nature of a producer and, providing that adequate financing has been arranged, look favourably upon co-productions involving such producers

#### **ARTICLE III**

1. The proportion of the respective contributions of the co-producers of the Parties may vary from twenty (20%) to eighty percent (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 citizens, or permanent residents of Canada or South Africa.
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 either in Canada or in South Africa.
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 South Africa take part in the shooting.
3. The laboratory work shall be done in either Canada or South Africa, 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 co-productions undertaken by producers of Canada, South Africa and any country to which Canada or South Africa is linked by an Official Co-Production Agreement. In the event that a co-production is undertaken with a third party, then this will only be done after both competent authorities have given their express written consent.
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 any other official language of South Africa. 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 any other official language of South Africa, shall be carried out respectively in Canada or in South Africa. Any departures from this principle must be approved by the competent authorities of both countries.

**ARTICLE VIII**

1. For the present purposes, productions produced under a twinning arrangement may be considered, with the approval of the competent authorities, as co-productions and receive the same benefits. Notwithstanding Article III, in the case of a twinning arrangement, 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, these 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 South Africa;
  - (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 IX**

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.

**ARTICLE X**

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 XI**

1. 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.
2. To the extent that any revenue is expatriated from South Africa to Canada or to any other country participating in any co-production under this Agreement, the expatriation of any such revenue shall be done in accordance with the legislation then in force in South Africa in respect to the expatriation of revenues abroad. All participating co-producers agree to abide by the legislation in force in South Africa with respect to the expatriation of any such revenues.

**ARTICLE XII**

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.