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**Israel
and
New Zealand**

Agreement on film co-production between the Government of the State of Israel and the Government of New Zealand (with annex). Wellington, 1 March 2016

Entry into force: 7 December 2016 by notification, in accordance with article 14

Authentic texts: English and Hebrew

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**Israël
et
Nouvelle-Zélande**

Accord sur la coproduction cinématographique entre le Gouvernement de l'État d'Israël et le Gouvernement de la Nouvelle-Zélande (avec annexe). Wellington, 1^{er} mars 2016

Entrée en vigueur : 7 décembre 2016 par notification, conformément à l'article 14

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**AGREEMENT
ON
FILM CO- PRODUCTION
BETWEEN
THE GOVERNMENT OF THE STATE OF
ISRAEL
AND
THE GOVERNMENT OF NEW ZEALAND**

The Government of the State of Israel and the Government of New Zealand hereinafter referred to as "the Parties";

Mindful of the fact that mutual cooperation may serve the development of film production and encourage a further development of the cultural and technological ties between the two countries;

Considering that co-production may benefit the film industries of their respective countries and contribute to the economic growth of the screen industry in Israel and in New Zealand;

Noting their mutual decision to establish a framework for encouraging all audio- visual media output, especially the co- production of films;

Have therefore agreed as follows:

Article 1 **Definitions**

For the purpose of this Agreement:

- (1) "**co- production**" or "**co- production film**" means a film made by one or more nationals of one Party in cooperation with one or more nationals of the other Party under a project approved jointly by the competent authorities, and includes a film to which Article 5(1) applies;
- (2) "**co-producer**" means one or more New Zealand nationals or one or more nationals of Israel involved in the making of a co-production film, or, in relation to Article 5(3) third party co-productions, producers from the jurisdiction of the third party;
- (3) "**film**" means an aggregate of images, or of images and sounds, embodied in any material, and includes television and video recordings, animations and digital format productions.

Article 2 **Recognition as a National Film and Entitlement to Benefits**

- (1) Films to be co-produced pursuant to this Agreement by the two countries must be jointly approved by the competent authorities.
- (2) Any co-production produced in pursuance of this Agreement shall be considered by the Competent Authorities as a national film, subject, respectively, to the domestic legislation of each Party. Such co-productions shall be entitled to the benefits to which the film is entitled by virtue of each Party's domestic legislation or by those which may be decreed by each Party. These benefits accrue solely to the co-producer of a country that grants them.
- (3) Failure of a Party's co-producer to fulfill the conditions according to which that Party has approved a co-production or a material breach of the co-production agreement by a Party's co-producer may result in that Party revoking the co-production status of the production and the attendant rights and benefits.

Article 3
Approval of Projects

- (1) In order to qualify for the benefits of co-production, the co-producers shall provide evidence that they have the proper technical organization, adequate financial support, recognized professional standing and qualifications to bring the production to a successful conclusion.
- (2) Approval shall not be given to a project where the co-producers are linked by common management or control, except to the extent that such an association has been established specifically for the purpose of the co-production film itself.
- (3) The conditions for approving co-production films shall be jointly agreed upon by the Competent Authorities, on a case by case basis, subject to the provisions of this Agreement and to their respective domestic legislation.
- (4) Approval of a proposal for the co-production of a film by the Competent Authorities does not imply any permission or authorization to show or distribute the film thus produced.

Article 4
Language and Making up to First Release Print

- (1) Co-production films shall be made, processed, dubbed or subtitled, up to creation of the first release print in the countries of the participating co-producers. However, if a scenario or the subject of the film so requires, location shooting, exterior or interior, in a country not participating in the co-production may be authorized by the Competent Authorities. Similarly, if processing, dubbing or subtitling services of satisfactory quality are not available in a country participating in the co-production, the Competent Authorities may authorize the procurement of such services from a supplier in third country.
- (2) Use of any other languages in a co-production other than the languages permitted according to the legislation of the Parties may be added to the co-production if the screenplay requires it.

Article 5
Participation

- (1) The producers, authors, scriptwriters, performers, directors, professionals and technicians participating in co-productions, must be citizens or permanent residents of the State of Israel or of New Zealand in accordance, respectively, with the domestic legislation of the Parties.
- (2) Should the co-production so require, the participation of professionals who do not fulfill the conditions provided by paragraph (2) may be permitted, in exceptional circumstances, and subject to the approval of the Competent Authorities.

Article 6
Contributions

- (1) The respective contributions of the producers of the two countries may vary from twenty (20) to eighty (80) per cent for each co-production film. In addition, the co-producers shall be required to make an effective technical and creative contribution, proportional to their financial investment in the co-production film. The technical and creative contribution should be comprised of the combined share of authors, performers, technical-production personal, laboratories and facilities. Any exception to the abovementioned principles must be approved by the Competent Authorities.
- (2) In the event that the Israeli co-producer or the New Zealand co-producer is composed of several production companies, the financial contribution of each company shall not be less than five (5) per cent of the total budget of the co-production film.
- (3) In the event that a producer from a third party is authorized to participate in the co-production its contribution shall not be less than ten (10) per cent. In the event that the co-producer from a third party is composed of several production companies, the contribution of each company shall not be less than five (5) per cent of the total budget of the co-production film.

Article 7
Intellectual Property Rights

- (1) The co-producers shall ensure that intellectual property rights in a co-production that are not owned by them will be available to them through license arrangements sufficient to fulfill the objectives of this Agreement, as stipulated in par. 5(a) of the Annex.
- (2) Allocation of intellectual property rights in a co-production film, including ownership and licensing thereof, shall be made in the co-production contract.
- (3) Each co-producer shall have free access to all the original co-production materials and the right to duplicate or print there from, but not the right to any use or assignment of intellectual property rights in the said materials, except as is determined by the parties in the co-production contract.
- (4) Each co-producer shall be an owner on a joint basis of the physical copy of the original negative or other recording media in which the master co-production is made, not including any intellectual property rights that may be embodied in the said physical copy, except as is determined by the parties in separate agreements.
- (5) Where the co-production is made on film negative, the negative will be developed in a laboratory chosen mutually by the co-producers, and will be deposited therein, on an agreed name.