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**Israel
and
Romania**

Agreement on film co-production between the Government of the State of Israel and the Government of Romania (with annex). Bucharest, 12 August 2013

Entry into force: *24 June 2014, in accordance with article 16*

Authentic texts: *English, Hebrew and Romanian*

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**Israël
et
Roumanie**

Accord sur la coproduction cinématographique entre le Gouvernement de l'État d'Israël et le Gouvernement de la Roumanie (avec annexe). Bucarest, 12 août 2013

Entrée en vigueur : *24 juin 2014, conformément à l'article 16*

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

The Government of the State of Israel and the Government of Romania 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 film, television, video and new media production and distribution industries in Israel and in Romania;

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

For the purpose of this Agreement:

- (1) "**co- production**" or "**co- production film**" means a cinematographic work, with or without accompanying sounds, regardless of length or genre, including fiction, animation and documentary productions, made by an Israeli co-producer and a Romanian co-producer, produced in any format, for distribution through any venue or medium, including theatres, television, internet, videocassette, videodisc, CD-ROM or any similar means, including future forms of cinematographic production and distribution;
- (2) "**Israeli co-producer**" means the physical or juridical Israeli person by whom the arrangement necessary for the making of the film are undertaken;
- (3) "**Romanian co-producer**" means the physical or juridical Romanian person by whom the arrangement necessary for the making of the film are undertaken;
- (4) The "**Competent Authorities**" means both Competent Authorities responsible for the implementation of this Agreement or either Competent Authority in regard to its own country, as the case may be. The Competent Authorities are:
 - For the Israeli side: The Ministry of Culture and Sport or its designee(s);
 - For the Romanian side the National Film Center.

Article 2

- (1) Films to be co-produced pursuant to this Agreement by the two countries must be approved by the competent authorities according to the national legislation.
- (2) Any co-production produced in pursuance of this Agreement shall be considered 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 production industry 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 this 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

- (1) The co-producers must fulfill the provisions of the domestic legislation of Romania or Israel, respectively.
- (2) In order to qualify for the benefits of co-production, the co-producers shall provide evidence that they have the adequate technical organization, adequate financial support, recognized professional standing and qualifications to bring the production to a successful conclusion.
- (3) 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.

Article 4

- (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) 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 Romania in accordance, respectively, with the domestic legislation of the Parties.

- (3) 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.
- (4) Use of any other languages in a co-production other than the official languages of the two Parties may be added to the co-production if the screenplay requires it.

Article 5

- (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, who may, in special cases, authorize that the respective contributions by the producers of the two countries vary from ten (10) to ninety (90) per cent.

- (2) In the event that the Israeli co-producer or the Romanian co-producer 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.
- (3) In the event that a producer from a third country is authorized by the signatory parties of this agreement 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 country 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 6

- (1) The Parties shall encourage co-productions that meet generally accepted international standards.
- (2) 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 the respective domestic legislation of the Parties.

Article 7

- (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. 3(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 co-producers 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 co-producers in the co-production contract.
- (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.

Article 8

The Parties shall facilitate the temporary entry and the re-export of any film equipment necessary for the production of co-production films under this Agreement, subject to their respective domestic legislation. Each Party shall do their utmost, under its domestic legislation, to permit the creative and technical staff of the other Party to enter and reside in its territory for the purpose of participating in the production of co-production films.

Article 9

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 10

- (1) If a co-produced film is marketed in a country that has quota regulations in regard to both the Parties, it shall be included in the quota of the Country which is the majority co-producer. In the event that the contributions of the co-producer are equal the co-production shall be included in the quota of the country of which the director of the co-production is a citizen or a permanent resident.