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FEDERAL
REPUBLIC OF
GERMANY

Treaty Series No. 103 (1975)

Films Co-Production Agreement

**between the Government of
the United Kingdom of Great Britain and Northern Ireland
and the Government of the Federal Republic of Germany**

Bonn, 30 January 1975

[The Agreement entered into force on 24 April 1975]

***Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
August 1975***

LONDON

HER MAJESTY'S STATIONERY OFFICE

**FILMS CO-PRODUCTION AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Federal Republic of Germany,

Considering that the film industries of their two countries will benefit from closer mutual co-operation in the production of films,

Considering that films capable of enhancing the reputation of the industries of the two countries should benefit from the provisions of this Agreement,

Have agreed as follows:

ARTICLE 1

For the purposes of this Agreement:

- (a) a co-production film shall be a full length film, which shall have a running time of not less than 79 minutes, made by one or more German producers (hereinafter referred to as "the German co-producer") together with one or more British producers (hereinafter referred to as "the British co-producer") and made in accordance with the terms of an approval given by the competent authorities of each country acting jointly;
- (b) "nationals" means:
 - (i) in the case of the United Kingdom of Great Britain and Northern Ireland, British subjects;
 - (ii) in the case of the Federal Republic of Germany, Germans within the meaning of Article 116 of the Basic Law of the Federal Republic of Germany;
- (c) "residents" means:
 - (i) in the case of the United Kingdom of Great Britain and Northern Ireland, persons ordinarily resident in the United Kingdom;
 - (ii) in the case of the Federal Republic of Germany, persons ordinarily resident in the German area of validity of this Agreement;
- (d) "Great Britain" means England, Wales and Scotland;

- (e) “producer” means a person who produces films and assumes the responsibility for the carrying through of a film project;
- (f) “competent authorities” means the authorities designated by the Governments of the United Kingdom of Great Britain and Northern Ireland and of the Federal Republic of Germany respectively.

ARTICLE 2

A co-production film shall be entitled, in Great Britain and in the Federal Republic of Germany, to the full enjoyment of all the benefits accorded to national films under their respective national laws.

ARTICLE 3

The competent authorities of each country acting jointly shall apply the provisions of the Annex to this Agreement, which shall form an integral part thereof.

ARTICLE 4

The conditions specified in Articles 1 to 22 and in Annex B to the Customs Convention on the Temporary Importation of Professional Equipment, done at Brussels on 8 June 1961⁽¹⁾, shall apply in the Federal Republic of Germany and in the United Kingdom to the temporary admission and re-export of all cinematographic equipment (within the meaning of that Convention) necessary for the making of co-production films.

ARTICLE 5

Subject to the requirements of national law each Contracting Party shall permit the nationals or residents of the other Contracting Party freely to enter and reside in Great Britain or in the Federal Republic of Germany as the case may be for the purpose of making or exploiting a co-production film.

ARTICLE 6

A Mixed Commission shall be formed of representatives designated by each Contracting Party; it shall supervise and review the working of the Agreement and shall submit, if necessary, proposals to the Contracting Parties for its modification. The Mixed Commission shall meet within one month at the request of either Contracting Party. The meetings of the Mixed Commission shall be held alternatively in Great Britain and in the Federal Republic of Germany.

ARTICLE 7

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the

¹

Treaty Series No. 62 (1963), Cmnd. 2125.

United Kingdom of Great Britain and Northern Ireland within three months from the date of entry into force of this Agreement.

ARTICLE 8

Each Contracting Party shall notify the other Contracting Party of the completion of the procedure required by its constitutional or national law for giving effect to this Agreement. The Agreement shall enter into force ⁽²⁾ on the date of receipt of the later of these notifications and shall remain in force until 31 December 1976. Thereafter, it shall remain in force for successive periods of one year unless written notice of termination has been given by either Contracting Party not later than 30 September 1976 or is given not later than 30 September in any such successive period. Films on which principal photography has started after 31 December 1973 and before the date of entry into force of this Agreement shall also be accorded the benefits referred to in Article 2 of this Agreement provided that they comply with the other stipulations of this Agreement and are approved by the competent authorities as co-production films on application, which shall be submitted within six weeks of the entry into force of this Agreement.

ARTICLE 9

At the request of either Contracting Party, this Agreement may be revised by common consent at any time after it has been in force for eighteen months, or by common consent at any time if in the opinion of one Contracting Party changes in the films legislation or regulations of either country make this necessary.

In witness whereof, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Bonn this thirtieth day of January 1975 in the English and German languages, both texts being equally authoritative.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

NICHOLAS HENDERSON

For the Government of the Federal Republic of Germany:

HANS-GEORG SACHS

ANNEX

(1) (a) The competent authorities of each Contracting Party acting jointly shall consider any application for a film co-production that may be submitted to them and shall decide whether a film to be made in accordance with the particulars in the application is to be approved by them as a co-production film; they may make approval subject to such conditions and stipulations as shall ensure that the general aims of this Agreement shall be achieved and its provisions complied with.

(b) Applications shall be submitted together with the necessary documents four weeks at the latest before the commencement of shooting. The shooting script shall be submitted at the latest one week before shooting is due to begin.

(c) If a finished film meets the conditions or stipulations for approval the competent authorities of both Contracting Parties shall confirm, after consultation, that the conditions set out in Article 1(a) of this Agreement have been met.

(2) In respect of both co-production film, co-producer shall fulfil all the conditions relating to his status which he is required to fulfil under national law in order to qualify for financial benefits in the United Kingdom or the Federal Republic of Germany as the case may be.

(3) The benefits referred to in paragraph (2) of this Annex shall be the exclusive property of the British and German co-producers respectively. Contracts governing the making of a co-production film shall provide that such benefits shall not be assigned in whole or in part by one co-producer to the other.

(4) (a) Individuals taking part in the making of a co-production film shall be German or British nationals or residents of the United Kingdom or the Federal Republic of Germany or belong to the German cultural sphere. As an exception, subject to the approval of the two competent authorities acting jointly, leading artistes and directors not fulfilling the conditions of the preceding sentence may take part in a co-production. Where, under the provisions of paragraph 5 of this Annex, approval has been given to location shooting in a third country, nationals or residents of that country may be employed as crowd artistes or as additional employees whose services are necessary for the location work to be undertaken.

(b) The use of an acquired complete script written by a person who does not fulfil the conditions of the first sentence of sub-paragraph (a) of this paragraph shall not of itself act as a bar to the approval of a co-production film under this Agreement, provided the script has been completed and acquired before the application for approval of the co-production film is made.

(c) The music for a co-production film shall be performed and, where specially composed for the film, composed by persons fulfilling the conditions of the first sentence of sub-paragraph (a) of this paragraph. Any departure from this rule shall require the approval of the competent authorities acting jointly.

(5) The competent authorities of each country acting jointly shall approve location shooting in a third country when such shooting is essential to the script.

(6) (a) Subject to the provisions of paragraph (5) of this Annex co-production films shall be made, processed and dubbed in the United Kingdom and/or the Federal Republic of Germany. Dubbing into a language other than English or German may, however, be carried out in countries of that other language.

(b) One original or dubbed version in German and one original or dubbed version in English shall be made from the final versions of the film. These versions may contain passages of dialogue in other languages if this is required by the script.

(7) The artistic, technical and craft contributions of the German and British co-producers to a co-production film shall be in reasonable proportion to their financial participation. The co-producer with the minority financial participation shall provide as a minimum one leading artiste and one feature artiste, one assistant director or other artistic, technical or craft member of the team plus, if required, one writer, all of whom shall fulfil the conditions of the first sentence of paragraph 4 sub-paragraph (a) of this Annex. He shall normally be authorised to employ, in addition to those mentioned above, not less than 5 other persons fulfilling these same conditions.

(8) The share of the producers with the minority financial participation shall amount to at least 30 per cent of the costs of producing the film. The total production costs of a co-production film shall amount to at least £100,000 or DM600,000, whichever is the greater according to the prevailing market rate of exchange.

(9) The co-production contract shall include provisions relating to the exploitation of the film, including export.

(10) Either Contracting Party may, as far as its national law permits, refuse approval for a co-production project where the German and British co-producers are linked by common management or control other than to the extent necessary for making the film.

(11) The competent authorities of both countries shall satisfy themselves before giving their approval that the co-production project can be realised within the terms of their approval. For this purpose the competent authorities may request information on whether the necessary finance, personnel and technical equipment will be available at the right time.

(12) The competent authorities of both countries acting jointly shall satisfy themselves that conditions of working for those taking part in the making of co-production films under this Agreement in each of the two countries are in broad terms comparable.

(13) At least 90 per cent of the photographs in a co-production film shall have been specially shot for that film. The competent authorities of both countries acting jointly may permit variations of this minimum percentage.

(14) (a) Unless otherwise agreed each of the co-producers shall be in part-owner of the original negative (picture and sound) in proportion to his participation in the production costs, regardless of where the original negative is kept. The contract between the co-producers shall provide that there must be one negative and one duplicate negative for every co-production film. Each co-producer shall have the right to have a duplicate negative made from the original negative in accordance with the contract.

(b) Each co-producer shall be entitled to a duplicate negative in his own language. Copies intended for exhibition in the United Kingdom or the Republic of Ireland shall be made in the United Kingdom. Copies intended for exhibition in the Federal Republic of Germany, the German Democratic Republic or Austria shall be made in the Federal Republic of Germany. If this is not possible on technical grounds copies shall be made in the territory of the other Contracting Party where practicable. There shall be no restriction on the number of copies made by each co-producer.

(15) The title credits of each copy, the trailer and the advertising material for the film shall contain a reference to the fact that the film is a co-production in which nationals of both Contracting Parties have taken part.

(16) Over each period of three years there shall be an approximate balance between:

- (a) the contributions from each country to the total production costs of all films made under this Agreement;
- (b) the contributions from each country in respect of the usage of studios and laboratories and the employment of artistes, technicians, craftsmen and other personnel in the making of films under this Agreement.

(17) The approval of a co-production project given under paragraph (1) of this Annex shall not bind the authorities of the Contracting Parties to permit the public exhibition of the completed film.

(18) Payments and financial transfers in connection with films made under this Agreement shall be effected within the framework of existing agreements and regulations.

(19) Subject to the provisions of Article 9 of this Agreement, the provisions of paragraphs (1), (4), (5), (7), (8), (10) and (16) of this Annex may be modified by the competent authorities of both countries by mutual consent after consulting the Mixed Commission. Such modifications shall take effect when they have been published both in the United Kingdom - in "Trade and Industry" - and in the Federal Republic of Germany - "Bundesanzeiger".

(20) After expiry of this Agreement, its provisions shall continue to apply to projects already approved for co-production films until their completion.