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.

Article 8
Import of Equipment

(1) 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 the domestic legislation in force in their respective countries.

(2) 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
Acknowledgments, Credits

(1) All co-produced films shall be identified as an official Israeli- New Zealand or New Zealand -Israeli co-productions.

(2) Such identification shall appear in a separate credit title, in all commercial advertising and promotional material, whenever co-produced films are shown at any public performance.

Article 10
Status of Annex and Rules of Procedure

The Competent Authorities shall act in accordance with the Rules of Procedure appended in the Annex hereto. The Annex to this Agreement may be amended by mutual written consent of the Parties.

Article 11
Joint Commission

(1) The Parties may establish a Joint Commission, with equal number of representative from both countries. The Joint Commission shall meet when necessary.

(2) The Joint Commission shall, inter alia, include such activities as:
- Reviewing the implementation of this Agreement.
- Determining whether the overall balance of the co-production has been achieved, considering the number of co-productions, the percentage, the total amount of the investments and of the artistic and technical contributions. If not, the Commission shall determine the measures deemed necessary to establish such balance.
- Recommending means to generally improve cooperation in film co-production between Israeli and New Zealand producers.
- Recommending amendments to this Agreement to the Competent Authorities.

(3) The members of the Joint Commission shall be agreed upon by the Parties through diplomatic channels.

Article 12
Amendment

This Agreement may be amended in writing by mutual consent of the Parties. Any modification of the Agreement shall follow the same procedures for entering into force as are specified in Article 14.

Article 13
Dispute Resolution

Any differences between the Parties arising from the implementation of this Agreement shall be settled through diplomatic channels.

Article 14
Entry into Force

(1) This Agreement shall enter into force on the date of the second of the Diplomatic Notes by which the Parties notify each other that their internal legal procedures of its entry into force have been complied with.

(2) This Agreement shall be valid for a period of five (5) years and shall automatically be extended for additional periods of five (5) years each, unless terminated by either Party giving at least six (6) months written prior notice to the other Party of its intention to terminate the Agreement.

(3) Co-productions which have been approved by the Competent Authorities and which are in progress at the time of notice of termination of this Agreement by either Party shall continue to benefit fully from the provisions of this Agreement until completion.

(4) In the event of termination of this Agreement, its terms shall continue to apply to the division or revenues from completed co-productions.

Signed in Wellington on 1st March 2016 which corresponds to the 21 of Adar A, 5776 in two original copies in the Hebrew and English languages, all texts being equally authentic. In case of divergence the English text shall prevail.

For the Government of the State of Israel

For the Government of New Zealand

ANNEX
RULES OF PROCEDURE

1. 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;
   - For the New Zealand side: The New Zealand Film Commission or its designee.

2. Applications for qualification of a film for co-production benefits must be filed concurrently with the Competent Authorities at least sixty (60) days prior to the commencement of shooting or key animation of the film.

3. The approval process under Article 3 of the Agreement will comprise two stages: Provisional Approval upon application, and Final Approval upon completion of the film and prior to distribution.

4. The Competent Authorities shall notify each other of their decision regarding any such application for co-production within thirty (30) days from the date of submitting the complete documentation listed in the Annex to this Agreement.

5. Applications must be accompanied by the following documents in the Hebrew or English languages for the State of Israel and in the English language for New Zealand;

   a. A proof of license arrangements with respect to intellectual property rights, of any sort, including in particular copyright and neighboring rights ("neighboring rights" shall be understood as including, inter alia, moral rights, performers' rights, phonogram producers' rights and broadcasters' rights), embodied in, or arising from, in a co-production, to an extent sufficient for purposes of fulfilling the objectives of the co-production contract;

   b. The signed co-production contract, which is subject to the approval of the Competent Authorities.

6. The co-production contract must make provision for the following issues:

   a. The title of the film, even if provisional;
   b. The name of the writer or the person responsible for adapting the subject if it is drawn from literary source;
   c. The name of the director (a safety clause is permitted for his replacement, if necessary);
   d. A synopsis of the film;
   e. The budget of the film;
   f. The plan for financing the film;
   g. The amount of the financial contributions of the co-producers;
   h. The financial undertakings of each producer in respect of the percentage apportionment of expenditures with regard to development, elaboration, production and post-production costs up to the creation of the answer print.
   i. The distribution of revenue and profits including the sharing or pooling of markets;

j. The respective participation of the co-producers in any costs which exceed the budget or in the benefits from any savings in the production cost;
k. Allocation of intellectual property rights in a co-production film, including ownership and licensing thereof.
l. A clause in the contract must recognize that the approval of the film, entitling it to benefits under the agreement, does not obligate the Competent Authorities of either Party to permit the public screening of the film. Likewise, the contract must set out the conditions of a financial settlement between the co-producers in the event that the Competent Authorities of either Party refuse to permit the public screening of the film in either country or in third countries.
m. Breach of the co-production contract;
n. A clause which requires the major co-producer to take out an insurance policy covering all production risks;
o. The approximate starting date of shooting;
p. The list of required equipment (technical, artistic or other) and personnel, including nationality of personnel and the roles to be played by the performers;
q. The production schedule;
r. A distribution agreement, if one has been concluded;
s. The manner in which the co-production shall be entered in international festivals;
t. Other provisions required by the Competent Authorities.

7. The co-producers will provide any further documentation and information, which the Competent Authorities deem necessary in order to process the co-production application or in order to monitor the co-production or the execution of the co-production agreement.

8. Material provisions in the original co-production contract may be amended subject to prior approval by the Competent Authorities.

9. The replacement of a co-producer is subject to the prior approval by the Competent Authorities.

10. The participation of a producer from a third country in the co-production is subject to the prior approval of the Competent Authorities.