

No. 30930

**FRANCE
and
GEORGIA**

**Agreement on cinematography (with annex). Signed at
Cannes on 19 May 1993**

Authentic texts: French and Georgian.

Authentic text of the annex: French.

Registered by France on 29 April 1994.

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Texte authentique de l'annexe : français.

Enregistré par la France le 29 avril 1994.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON CINEMATOGRAPHY BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF GEORGIA

The Government of the French Republic,
The Government of the Republic of Georgia,

Desiring to facilitate the co-production of films which, by virtue of their artistic and technical qualities, are likely to enhance the prestige of their countries, to enrich their cultural relations and to develop the exchange of films between them, have agreed as follows:

I. CO-PRODUCTION

Article 1

Films co-produced and qualified under this Agreement are considered to be national films by the authorities of the two States, in accordance with the laws and regulations applicable in the two States.

They shall by right benefit from the privileges reserved for national films under the provisions which are in effect or under those which may be enacted in each State.

Films to be co-produced by the two States must be approved after consultation between the competent authorities of the two States:

In France: the National Film Centre;

In Georgia: the “Gruzia Film” Consortium.

Article 2

In order to qualify for co-production benefits, the producers making the film must have an organization that is technically and financially sound and recognized professional experience.

Article 3

Applications for co-production benefits shall be filed by producers from each of the two States in accordance with the application procedure set forth in the annex to this Agreement, which is an integral part of said Agreement.

Approval for the co-production of a given film by the competent authorities of each of the two States may not be subject to the presentation of printed elements of the said film.

¹ Came into force on 19 May 1993 by signature, in accordance with article 18.

When the competent authorities of the two States have given their approval for the co-production of a given film, such approval may not subsequently be withdrawn unless the said competent authorities agree otherwise.

Article 4

The respective contributions of the producers of the two States to a co-produced film may range from 20 to 80 per cent.

In principle, the two States must achieve an overall balance with respect both to their respective contributions and service inputs and to the participation of actors and technicians.

Films must be made by directors, technicians and actors who are French nationals or residents in France, Georgian nationals or residents in Georgia, or nationals of or residents in a State of the European Economic Community.

The participation of actors who are not nationals of one of the States referred to in the preceding paragraph may be permitted, due account being taken of the requirements of the film, with the agreement of the competent authorities of the two States.

Article 5

Studio scenes must be shot and sound track and laboratory work done in accordance with the following provisions.

Studio scenes shall be shot preferably in the State of the major co-producer unless the co-producers agree otherwise.

Each co-producer shall, in any event, be co-owner of the original negative (picture and sound), irrespective of where the negative is kept.

Each co-producer shall be entitled, in any event, to an internegative in his own language. If either co-producer waives this right, the negative shall be kept in a place selected jointly by the co-producers.

In principle, the negative shall be developed in a laboratory in the major co-producing State and the prints intended for use in that State shall also be made there. The prints intended for use in the minor co-producing State shall be made in a laboratory in that State.

Article 6

The competent authorities of the two States shall consider periodically whether the two States have maintained a balance in terms of artistic and technical contributions, as required under the provisions of this Agreement, and, if they have not, shall decide what measures are deemed necessary.

Article 7

In principle, receipts shall be divided in proportion to the total contribution of each co-producer. Subject to the approval of the competent authorities of the two States, such division may apply to receipts as a whole or provide for separate receipts by State, or be a combination of the two methods.

The financial provisions adopted by the co-producers and the areas of division of receipts shall be subject to the approval of the competent authorities of the two States.

Article 8

Unless the co-production contract provides otherwise, export arrangements for co-produced films shall be made by the major co-producer with the agreement of the minor co-producer.

If the respective contributions of the co-producers are equal, unless the co-production contract provides otherwise, export arrangements shall be made by the co-producer having the same nationality as the director. In the case of export to States which have import restrictions, the film shall, to the extent possible, be charged against the quota of whichever of the two co-producing States enjoys the most favourable arrangement.

Article 9

Credits, trailers and publicity material for co-produced films shall indicate that such films are Franco-Georgian co-productions.

Article 10

Unless the co-producers make other arrangements and these are approved by the competent authorities of the two States, co-produced films shall be entered in festivals and competitions under the nationality of the State of the major co-producer.

Article 11

As regards the co-production of short films, each film shall be artistically, technically and financially balanced overall.

Article 12

The competent authorities of the two States shall give favourable consideration, on a case-by-case basis, to the co-production of films by France, Georgia and those States with which either State has co-production agreements.

Article 13

Subject to the legislation and regulations in force, every facility shall be afforded for the travel and sojourn of artistic and technical personnel working on co-produced films and for the import and export to and from each State of material needed to make and release the same (unexposed film, technical material, costumes, sets, publicity material, etc.).

II. EXCHANGE OF FILMS

Article 14

Subject to the legislation and regulations in force, the sale, import, release and distribution in general of prints of national films shall not be subject to any restrictions by either Party.

Transfers of receipts from the sale and release of films imported under this Agreement shall be made in accordance with the contracts concluded between the producers and with the legislation and regulations in force in each State.

The competent French and Georgian authorities shall consult each other with a view to determining the best means of promoting the reciprocal distribution of their films.

III. GENERAL PROVISIONS

Article 15

The competent authorities of the two States shall pay special attention to training for careers in the film industry. They shall consult each other with a view to considering what measures should be taken to provide basic training for film professionals and to update their knowledge.

Article 16

The competent authorities of the two States shall communicate to each other any information on financial and technical matters concerning co-productions and exchanges of films between the two States or amendments made to legislation or regulations which may affect them.

Article 17

The competent authorities of the two States shall consider, where necessary, the conditions of application of this Agreement with a view to resolving any difficulties which may arise from the implementation of its provisions. They shall study such amendments as may be desirable with a view to developing their cinematographic cooperation.

They shall meet, within the framework of a joint film commission, at the request of either of them, particularly in the event of substantial changes to the laws or regulations applicable to the film industry.

Article 18

This Agreement shall enter into force on the date of its signature.

The Agreement shall be concluded for a period of two years from the date of its entry into force. It shall be automatically renewable for two-year periods, unless either Party denounces it three months prior to its expiry.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their Governments, have signed this Agreement.

DONE at Cannes, on 19 May 1993, in two originals.

DOMINIQUE WALLON
Director-General
National Film Centre

REZO TCHEIDZE
President
Gruzia Film

ANNEX

APPLICATION PROCEDURES

In order to benefit from the provisions of the Agreement, the producers from each country must attach to the application for co-production privileges, which must be submitted to their respective authorities one month prior to the start of filming, a file containing:

- A document showing that copyright has been acquired for the commercial use of the work;
- A detailed script;
- A list of the technical and artistic contributions of the two countries;
- A detailed cost estimate and financing plan;
- A production schedule;
- The co-production contract concluded between the co-production companies.

The competent authorities of the country having the minor participation shall give their approval only after receiving the opinion of the competent authorities of the country having the major financial participation.
