

**AUDIOVISUAL CO-PRODUCTION TREATY**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF IRELAND**

**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF IRELAND**  
(the “Parties”),

**RECOGNIZING** that quality audiovisual treaty co-productions contribute to the vitality of the audiovisual industries of the Parties and to the development of their economic and cultural exchanges;

**APPRECIATING** that cultural diversity is nurtured by constant exchanges and interaction between cultures and that it is strengthened by the free flow of ideas;

**CONSIDERING** that, in pursuit of international cooperation, the UNESCO *Convention on the Protection and Promotion of the Diversity of Cultural Expressions*, done at Paris on 20 October, 2005, encourages audiovisual co-production treaties as a means of promoting international cooperation;

**AGREEING** that these exchanges may enhance the relations between the Parties;

**RECOGNIZING** that these objectives may be achieved by granting, insofar as possible, domestic benefits to qualified audiovisual treaty co-productions;

**HAVE AGREED** as follows:

## ARTICLE 1

### Definitions

For the purpose of this Treaty:

- (a) “audiovisual” means a film, television, and/or video work on any production support known or not yet known for any distribution platform intended for viewing;
- (b) “competent authority” means for each Party, the authority which has the overall responsibility for the implementation of this Treaty;
- (c) “administrative authority” means for each Party, the designated authority which administers this Treaty;
- (d) “national” means a natural or legal person as defined by the law of the respective States and which, under that law, has the right to benefit from the application of this Treaty;

in the case of Ireland, “national” also includes:

- (i) a national of a Member State of the European Union; or
- (ii) a national of another Contracting Party to the *Agreement on the European Economic Area* of 2 May, 1992;

and “Irish”, in this context, shall mean any one or more of the same;

- (e) “producer” means a national managing the production of a work;
- (f) “third-State” means a State which has a co-production treaty or memorandum of understanding with at least one of the Parties;
- (g) “non-party” means a State which does not have a co-production treaty or memorandum of Understanding with either Party;
- (h) “work” means an audiovisual work to be subsequently recognized as an audiovisual treaty co-production by each Party and includes every version of that work;

- (i) “Canadian elements” means expenditures made in Canada by the Canadian producer or expenditures on Canadian creative and technical personnel made in another State or States by the Canadian producer, in the course of the production of a work;
- (j) “Irish elements” means expenditures made in Ireland by the Irish producer or expenditures on Irish creative and technical personnel made in another State or States by the Irish producer, in the course of the production of a work.

## **ARTICLE 2**

### **General Conditions**

1. Each Party shall consider every work as if it were its own production in establishing whether that work is entitled to the same benefits as that Party’s own audiovisual industry.
2. Each Party shall grant the benefits referred to in paragraph 1 to the producers of a work who are its own nationals.
3. Each Party shall strive to achieve overall balance of the financing of works co-produced over a period of five years.
4. Each Party shall ensure that its producer fulfills, at a minimum, the requirements set out in articles 3 to 5 for a work to be considered eligible for the benefits of this Treaty.
5. The provisions relevant to the administration of this Treaty will be set out in the Annex.

## **ARTICLE 3**

### **Participating Producers**

1. To be eligible under this Treaty, a work shall be jointly produced by producers of both Parties.
2. In addition to producers of Canada and Ireland, third-State producers may also participate in a work.

## **ARTICLE 4**

### **Proportionality**

1. The share of work expenditures spent on Canadian elements shall be in reasonable proportion to the Canadian financial participation.
2. The share of work expenditures spent on Irish elements shall be in reasonable proportion to the Irish financial participation.
3. The Parties, through the mutual written consent of their administrative authorities, may recommend exemptions from paragraphs 1 and 2, notably for storyline and creative purposes.

## **ARTICLE 5**

### **Nationality of Participants**

1. Every participant in a work shall be a national of one of the Parties save as otherwise specifically provided in the Annex to this Treaty.
2. The Parties, through the mutual written consent of their administrative authorities, may in addition to the provisions of the Annex to this Treaty recommend exemptions from paragraph 1, notably to allow third-State nationals or non-party nationals to participate in a work for storyline, creative, or production purposes.

## **ARTICLE 6**

### **Temporary Entry and Residence**

Subject to their respective laws and regulations, each Party shall facilitate the following:

- (a) the temporary entry into and residence in their respective territories of the creative and technical personnel engaged by the producer of the other Party for the purpose of the work;
- (b) the temporary entry and re-export of any equipment necessary for the purpose of the work.

## **ARTICLE 7**

### **Copyright and Revenues**

The Parties, through their administrative authorities, shall ensure that the sharing of copyright and revenues is, in principle, proportional to their producer's financial contribution, and no lesser than the minimum financial contribution identified in the Annex.

## **ARTICLE 8**

### **Distribution**

1. Each Party, through its administrative authority, shall ensure that its producer demonstrates the existence of a distribution or broadcasting commitment for the work in the territories of each Party and, if third-State producers are involved in the work, in the territory of each of their respective States.
2. The Parties, through the mutual written consent of their administrative authorities, may accept an alternative distribution commitment in lieu of the commitment described in paragraph 1.

## **ARTICLE 9**

### **Material Changes**

Each Party shall ensure that its producer promptly advises its administrative authority of any material change to a work that may affect its qualification for benefits under this Treaty.

## **ARTICLE 10**

### **Communication**

1. Each Party, through its competent authority, shall promptly notify the other of any amendment or judicial interpretation of domestic law that may affect benefits available under this Treaty.

2. Each Party, through its administrative authority, shall collect and share statistical information on the performance, distribution or exhibition, on its territory, of the work receiving benefits under this Treaty.

## **ARTICLE 11**

### **Annex**

1. The Annex to this Treaty is for administrative purposes and is not legally binding.
2. The Annex may be modified by the Parties, through the mutual written consent of their competent authorities, provided that these modifications do not conflict with this Treaty.

## **ARTICLE 12**

### **Meetings and Amendments**

1. Meetings will be held as needed between representatives of the competent authority of each Party to discuss and review the terms of this Treaty.
2. The Parties may amend this Treaty by mutual written consent. Each Party shall notify the other Party in writing of the completion of the domestic procedures required for the entry into force of the amendments. The amendments shall enter into force on the first day of the first month following the date of the second of these notifications.

## **ARTICLE 13**

### **Transitional Provisions**

1. A Party shall not discontinue benefits granted for a work for a period of two years following termination of this Treaty, solely due to that termination.

2. This Treaty replaces the *Agreement on Film and Video Relations between the Government of Canada and the Government of Ireland*, done at Dublin on 4 April 1989 (the “1989 Agreement”). A Party may continue to confer benefits pursuant to the 1989 Agreement in relation to a work which qualified for benefits under that earlier treaty, provided that:

- (a) the producer of the work, which qualified under the 1989 Agreement, notifies each administrative authority, in writing, that it elects to continue receiving such benefits under that earlier treaty; and
- (b) the election is made within six months of the date of the entry into force of this Treaty.

#### **ARTICLE 14**

##### **Settlement of Disputes**

The Parties shall endeavor to resolve, by mutual consent, any dispute regarding the interpretation or application of this Treaty. They shall do so through consultations.

#### **ARTICLE 15**

##### **Entry into Force**

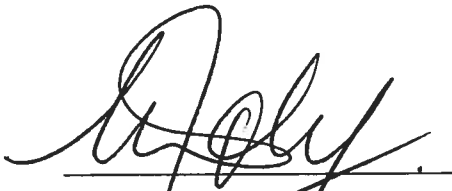
1. Each Party shall notify the other Party in writing of the completion of its internal procedures required for the entry into force of this Treaty. This Treaty shall enter into force on the first day of the first month following the date of the second notification of the completion of the procedures required for the entry into force.
2. This Treaty shall remain in force for a period of five years from the date of entry into force.
3. This Treaty shall renew automatically at the end of five years from the date of entry into force and at the end of every subsequent five-year period.




4. A Party wishing to terminate this Treaty shall give written notice of termination to the other Party at least six months before the end of the fifth year following entry into force or, if this Treaty is renewed, at least six months before the end of any subsequent five-year period.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Government, have signed this Treaty.

DONE at *Ottawa* on the *17<sup>th</sup>* day of *February* 2016,  
in duplicate, in the English and French languages, each version being equally authentic.

  
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FOR THE GOVERNMENT  
OF CANADA

  
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FOR THE GOVERNMENT  
OF IRELAND