

**No. 47184**

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**Australia  
and  
Singapore**

**Agreement between the Government of Australia and the Government of the Republic of Singapore concerning the co-production of films (with annex). Sydney, 7 September 2007**

**Entry into force:** *16 October 2008 by notification, in accordance with article 17*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *Australia, 19 February 2010*

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**Australie  
et  
Singapour**

**Accord entre le Gouvernement de l'Australie et le Gouvernement de la République de Singapour relatif à la coproduction de films (avec annexe). Sydney, 7 septembre 2007**

**Entrée en vigueur :** *16 octobre 2008 par notification, conformément à l'article 17*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Australie, 19 février 2010*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE  
GOVERNMENT OF THE REPUBLIC OF SINGAPORE CONCERNING THE CO-  
PRODUCTION OF FILMS

The Government of Australia and the Government of the Republic of Singapore  
(herein after referred to individually as “a Party” and collectively as “the Parties”)

SEEKING to enhance cooperation between their two countries in the area of film;

DESIROUS of expanding and facilitating the co-production of films which may be  
conducive to the film industries of both countries and to the development of their  
cultural and economic exchanges;

CONVINCED that these exchanges will contribute to the enhancement of relations  
between the two countries;

Have agreed as follows:

**Article 1**

**Definitions**

For the purposes of this Agreement:

- (a) “competent authority” means the authority designated as such by each Party;
- (b) “co-producer” means one or more Australian nationals or one or more Singaporean nationals involved in the making of a co-production film, or one or more third country nationals if any third co-producer is approved pursuant to Article 6;
- (c) “co-production film” means a film made by one or more co-producers of a Party in cooperation with one or more co-producers of the other Party, approved by the competent authorities of both the Parties;

(d) “film” means an aggregate of images, or of images and sounds, embodied in any material and includes, but is not limited to, television and video recordings, animations and digital format productions, but does not include an item which is outside the scope of the laws and regulations of either Party which govern the provision of benefits under the international agreements relating to the co-production of films;

(e) “legal entities” means one or more entity/entities duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporations, trusts, partnerships, joint ventures, sole proprietorships or associations;

(f) “nationals” means:

- (i) for Singapore, citizens or permanent residents of Singapore; and
- (ii) for Australia, citizens or permanent residents of Australia.

## **Article 2**

### **Competent Authority**

Each Party shall designate a competent authority for the purposes of this Agreement. A change in the designated competent authority may be made by a Party giving notice of the change to the other Party through diplomatic channels.

## **Article 3**

### **Approval of Co-production Films**

1. Proposals for the making of a co-production film shall be submitted to the competent authority of each Party. The competent authorities may, subject to this Agreement, approve proposals submitted to them for the making of a co-production film. Approvals granted by the competent authorities shall be in writing and shall specify the conditions upon which the approval is granted.

2. When approving a film as a co-production film, the competent authorities shall ensure that:

(a) none of the co-producers shall be linked, directly or indirectly, through legal entities with common management, ownership or control, save to the extent that it is pursuant to the making of the co-production film itself;

(b) the Australian co-producer shall fulfil all the conditions relating to status which would be required to be fulfilled, if that producer were the only producer, in order for the production to be eligible as an Australian film;

(c) the Singapore co-producer shall fulfil all the conditions relating to status which would be required to be fulfilled, if that producer were the only producer, in order for the production to be eligible as a Singapore film.

3. The competent authorities shall consult with each other to enable them to ensure that a film conforms with the provisions of this Agreement. Each competent authority, in deciding whether to grant or refuse an application, shall apply its own policies and guidelines.

4. When approving a film as a co-production film, each competent authority may stipulate conditions of approval framed in order to achieve the general aims and objects of this Agreement. In the event of a disagreement between the competent authorities about the giving of such an approval or the inclusion of such a condition the film concerned shall not be approved under this Agreement.

5. The approval of a proposal to make a co-production film shall not bind the relevant authorities of either Party to grant a licence for the exhibition or broadcast of the completed co-production film.

**Article 4**  
**Contributions and Balance**

1. For each co-production film, the contributions in terms of:
  - (a) the performing, technical, and craft contribution (being the creative contribution) of the co-producers; and
  - (b) production expenditure in each of the co-producer's countries,shall be in reasonable proportion to their respective financial contributions.
2. In any event, each co-producer shall contribute not less than twenty percent (20%) of both the total financial and the total creative contribution for the co-production film.
3. An overriding aim of the Agreement, monitored by the competent authorities, shall be to ensure that an overall balance is achieved between the Parties with respect to:
  - (a) the contribution to the production costs of all co-production films;
  - (b) the usage of studios and laboratories;
  - (c) the employment of all performing, craft and technical personnel, measured on a straight head count basis; and
  - (d) the participation in each of the major performing, craft and technical categories and in particular, that of the writer, director and lead cast;over each period of three years commencing on the date that this Agreement enters into force.