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**Mexico  
and  
Switzerland**

**Cinematographic coproduction Agreement between the United Mexican States and the Swiss Confederation (with annex). Mexico City, 24 August 2017**

**Entry into force:** *25 July 2018, in accordance with article XXII*

**Authentic texts:** *English, German and Spanish*

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**Mexique  
et  
Suisse**

**Accord de coproduction cinématographique entre les États-Unis du Mexique et la Confédération suisse (avec annexe). Mexico, 24 août 2017**

**Entrée en vigueur :** *25 juillet 2018, conformément à l'article XXII*

**Textes authentiques :** *anglais, allemand et espagnol*

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Mexique,  
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[ ENGLISH TEXT – TEXTE ANGLAIS ]

**CINEMATOGRAPHIC COPRODUCTION AGREEMENT BETWEEN  
THE UNITED MEXICAN STATES AND THE SWISS CONFEDERATION**

The United Mexican States and the Swiss Confederation, hereinafter referred to as “the Parties”;

**CONSIDERING** that it is desirable to establish a framework for cinematographic and audiovisual relations, particularly for cinematographic co-productions;

**CONSCIOUS** that quality cinematographic co-productions can contribute to the development of the film and audiovisual industries of both countries as well as to the strengthening of their cultural and economic exchanges;

**CONVINCED** that these exchanges shall contribute to the enhancement of the relations between the Parties;

Have agreed as follows:

**ARTICLE I**

For the purposes of this Agreement, the reference “cinematographic co-production” means a project undertaken by producers of both Parties, irrespective of length, including animation and documentary productions, produced in any medium/media, either digital, film, or in any other format hitherto unknown, for exploitation in theatres, videocassette, videodisc, or other means or channels of exploitation outside of theatrical release, or any other way of exploitation, through copying, distribution and public communication. New forms of audio-visual production and distribution shall be included in this Agreement by exchange of diplomatic Notes. Cinematographic co-productions that are solely intended for exploitation on a linear basis (such as classical television) are not covered by this Agreement.

## ARTICLE II

For the implementation of the present Agreement, the Parties designate as the Competent Authorities:

- For the United Mexican States: the Mexican Film Institute (IMCINE)
- For the Swiss Confederation: the Federal Office of Culture (FOC)

Cinematographic co-productions undertaken under the present Agreement must be approved by the Competent Authorities of both Parties.

Every cinematographic co-production undertaken under the present Agreement shall be considered as a national audiovisual production in accordance with the national legislation of each Party. It shall be produced and distributed in accordance with the national legislation and regulations in force in the United Mexican States and the Swiss Confederation. Cinematographic co-productions shall be fully entitled to take advantage of the benefits available to the film and video industries or those that may be decreed in each Party. These benefits accrue solely to the producer of the country that grants them.

## ARTICLE III

The provisions of this Agreement shall apply only to cinematographic co-productions undertaken by producers who have good technical organization (in relation to the standards of the project concerned), sound financial backing (in terms of financial guarantees) and confirmed professional experience (track record) recognized by the Competent Authorities.

#### ARTICLE IV

The producers, the writers and the directors of cinematographic co-productions, as well as technicians, performers and other production personnel participating in such cinematographic co-productions, must be Mexican or Swiss nationals, or permanent residents in the United Mexican States or persons with residence permit in the Swiss Confederation. The co-producing companies shall be established in the United Mexican States and/or in the Swiss Confederation.

If the cinematographic co-production so requires, the participation of performers other than those provided for in the previous paragraph may be permitted, subject to approval by the Competent Authorities of both Parties.

#### ARTICLE V

The proportion of the respective financial contributions of the cinematographic co-producers of the two countries may vary from twenty per cent (20%) to eighty per cent (80%) of the budget for each cinematographic co-production.

Location shooting, exterior or interior, in a country other than the Parties may be authorized, if the script or the action so requires and if technicians from the Parties take part in the shooting. The post production work shall be done in either the United Mexican States or the Swiss Confederation, unless it is technically impossible.

The minority co-producer shall be required to make an effective technical and creative contribution. In principle, this contribution shall be in proportion to his investment and a balance must be kept between the Parties. Departures herefrom may be approved by the Competent Authorities of both Parties.

## **ARTICLE VI**

Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording should, in principle, be carried out alternately in the United Mexican States and the Swiss Confederation, unless otherwise specifically authorized by the Competent Authorities.

## **ARTICLE VII**

The Competent Authorities of both Parties shall favorably consider cinematographic co-productions undertaken by producers of the United Mexican States or the Swiss Confederation with third countries to which the United Mexican States or the Swiss Confederation is linked by cinematographic co-production agreements.

In case a Party decides to participate in a cinematographic co-production of the other Party with third countries, the proportion of its minority contribution to such co-production shall be not less than twenty per cent (20%) for each cinematographic co-production.

## **ARTICLE VIII**

Except as provided in the following paragraph, at least two (2) copies of the final protection and reproduction materials used in the production shall be made for all cinematographic co-productions.

Each co-producer shall be the owner of a copy of the protection and reproduction material and shall be entitled to use it to make the necessary reproductions. In addition, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers.