

No. 55676*

**Israel
and
Italy**

Agreement on film co-production between the Government of the State of Israel and the Government of the Italian Republic (with annex). Rome, 2 December 2013

Entry into force: *22 January 2018 by notification, in accordance with article 18*

Authentic texts: *English, Hebrew and Italian*

Registration with the Secretariat of the United Nations: *Israel, 21 February 2019*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Israël
et
Italie**

Accord de coproduction cinématographique entre le Gouvernement de l'État d'Israël et le Gouvernement de la République italienne (avec annexe). Rome, 2 décembre 2013

Entrée en vigueur : *22 janvier 2018 par notification, conformément à l'article 18*

Textes authentiques : *anglais, hébreu et italien*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *Israël, 21 février 2019*

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

**AGREEMENT ON FILM CO-PRODUCTION
BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE GOVERNMENT OF THE ITALIAN REPUBLIC**

The Government of the State of Israel and the Government of the Italian Republic hereinafter referred to as "the Parties";

Mindful of the fact that mutual cooperation may serve the development of film production and encourage the 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 film production and distribution industries in Israel and in Italy;

Noting their mutual decision to establish a framework for encouraging all audio-visual media output, especially the co- production of films;

Recalling the Cooperation between the Parties in the field of Culture;

Have therefore agreed as follows:

**Article 1
DEFINITIONS**

For the purpose of this Agreement:

- (1) "**co-production**" or "**co-production film**" means a cinematographic work, with or without accompanying sounds, regardless of length or genre, including animation and documentary productions, made by an Italian co-producer and an Israeli co-producer, produced in any format, for exploitation in theaters, on television, internet, videocassette, videodisc, CD-ROM or any similar means, including future forms of cinematographic production and distribution;

- (2) **"Italian co-producer"** means one or more film production companies established in Italy, in compliance with the Italian legislation in force;
- (3) **"Israeli co-producer"** means one or more film production companies established in Israel, in compliance with the Israeli legislation in force;
- (4) The **"Competent Authorities"** means both Competent Authorities responsible for the implementation of this Agreement.
The Competent Authorities are:
 - For the Italian side: the Directorate-General for Cinema of the Ministry of Cultural Heritage and Activities and Tourism;
 - For the Israeli side: The Ministry of Culture and Sport or its designee(s).

Article 2

BENEFITS

- (1) 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 production industry is entitled by virtue of each Party's domestic legislation or to those benefits which may be decreed by each Party. These benefits accrue solely to the co-producer of a country that grants them.
- (2) 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.
- (3) In all matters concerning the marketing or export of a co-production film, each Party will accord the co-production film the same status and treatment as a domestic production, subject to its respective domestic legislation.

Article 3

APPROVAL OF PROJECTS

- (1) Films to be co-produced pursuant to this Agreement by the two countries must be approved by the Competent Authorities.
- (2) 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 the respective domestic legislation of the Parties.
- (3) In order to qualify for the benefits of co-production, the co-producers shall provide evidence that they have the adequate technical organization, financial support, recognized professional standing and qualifications to bring the production to a successful conclusion.

- (4) 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.

Article 4 FILMING

- (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.
- (2) 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.
- (3) In cases of absolute exceptionality it is possible to resort to a third country for the services of dubbing or subtitling subject to the authorization of the competent authorities.

Article 5 PARTICIPANTS

- (1) The producers, authors, scriptwriters, performers, directors, professionals and technicians participating in co-productions, must be citizens or permanent residents of the Italian Republic or of State of Israel the in accordance, respectively, with the domestic legislation of the Parties. Regarding participation from the Italian Republic they can be also nationals of Member States of the European Union.
- (2) Should the co-production so require, the participation of professionals who do not fulfill the conditions pursuant to paragraph (1) may be permitted, in exceptional circumstances, and subject to the approval of the Competent Authorities.
- (3) In cases of multilateral co-productions, as stated in Article 9, the participants must be nationals of those countries, or permanent residents of those countries according to the legislation in force therein.

Article 6 LANGUAGES

- (1) The dialogue and narration of each Co-production Film shall be made in Italian or any Italian dialect or in languages as defined by the Israeli laws and regulations or in any combination of those.

- (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 7
CONTRIBUTIONS FROM CO-PRODUCERS

- (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.
- (2) Any exception to the abovementioned principles must be approved by the Competent Authorities, who may, in special cases, authorize that the respective contributions by the producers of the two countries vary from ten (10) to ninety (90) per cent.
- (3) In the event that the Italian co-producer or the Israeli co-producer is composed of several production companies, the contribution of each company shall not be less than 5% (five per cent) of the total budget of the co-production film.
- (4) "Financial co-productions" are allowable. Financial co-productions means when the contribution of a producer is only an economic participation. The financial contribution of the co-producer that makes an exclusively economic contribution to the co-production shall not be more of 20% (twenty per cent); contributions in excess of twenty per cent may be approved by the Competent Authorities only in exceptional cases.
- (5) As regards the financial co-productions stated in Paragraph 4, both competent Authorities shall ensure the achievement of an annual balance in the numerical and economical realization of co-productions.

Article 8
RIGHTS IN THE CO-PRODUCTION

- (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. 4.1 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