

**The French version shall prevail over the English one**

**FILM CO-PRODUCTION AGREEMENT BETWEEN  
THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE  
GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS**

**Signed in Moscow on 8 July 1967**  
French Decree No. 68-494 of 28 May 1968  
(French Official Gazette of 1 June 1968)

The Government of the French Republic and the Government of the Union of Soviet Socialist Republics, desiring to develop and expand cooperation between their film industries, through the implementation of firstly, Article 6 of the memorandum of 14 February 1967 relating to the sixth session of the joint standing France-Soviet commission on cultural relations and secondly, the trade agreement of 30 October 1964, resolved to increase exchanges of films on a commercial basis and to encourage the making of feature-length films in cooperation that, through their artistic and technical qualities, are capable of enhancing the prestige of the two countries and accordingly have agreed as follows:

**I. CO-PRODUCTION**

**Article 1**

The competent authorities of both countries:  
For France: the *Centre National de la Cinématographie*;  
For the Union of Soviet Socialist Republics: the Film Industry Committee of the Council of Ministers of the Union of Soviet Socialist Republics,  
shall encourage the co-production of films.

**Article 2**

Co-production films that have been approved under the terms of this agreement shall be treated as national films by the authorities of both countries.

They shall be automatically entitled to the full enjoyment of all benefits resulting from such status under such provisions as are at present or may hereafter be in force in each country.

Co-production films shall be made in accordance with the regulatory provisions applicable in each country to its national films.

**Article 3**

Co-production contracts entered into between the production companies of both countries, in accordance with the provisions of this agreement, shall specify the nature of the co-produced film and the respective contributions of each of the parties (artistic and technical participations, services to be provided and equipment required for the shooting of the film and the exploitation thereof).

**Article 4**

As a general rule, co-productions shall be effected by way of contributions from each of the parties in the form of artistic and technical participations and provisions of services and equipment.

An overall balance shall be maintained as regards the financial, artistic and technical (studios and laboratories) contributions.

The mixed commission provided for herein shall review on a regular basis whether the overall balance of financial, artistic and technical contributions has been achieved by the co-producing countries.

#### **Article 5**

Each co-production film shall have either two negatives, or one negative and one duplicate negative or one negative and one internegative (for colour films). Each co-producer shall own one negative, one duplicate negative or one internegative.

#### **Article 6**

Films shall be produced on the following terms and conditions:

1) The proportions contributed by the respective producers from both countries shall be between 30 and 70 % per film.

2) The minority co-producer's contribution shall involve an effective artistic and technical participation. At the very least, it must consist of the provision of one author, one qualified technician, one leading actor and one supporting actor.

3) Exemptions may be granted to the first paragraph of this article by the authorities of the contracting parties in relation to films for which the production cost estimates are higher than the average cost of film productions in the majority country. The minority co-producer's contribution shall in any case be no less than 20% of the film's cost.

#### **Article 7**

Films shall be made by directors and technicians and with artists that are nationals of France or have the status of a privileged resident as regards the French Republic, or that are Soviet citizens as regards the Union of Soviet Socialist Republics.

In exceptional cases, the participation of an internationally renowned performer who is not a national of either country may be accepted subject to the prior consent of the competent authorities of both countries.

#### **Article 8**

Receipts shall be divided in proportion to the overall contribution of each of the co-producers.

Such distribution shall involve either a division of receipts or a geographical division taking into account, in the latter case, any difference in the size of the markets allocated to the signatory countries, or using a combination of both methods that shall be subject to the approval of the competent authorities of both countries.

#### **Article 9**

In principle, co-produced films shall be exported by the majority co-producer.

For films in which the participation of both countries is the same, films shall be included in the quota of the country having the best export opportunities. In the event of problems, the film shall be included in the quota of the country of which the director is a national.

In the event that one of the co-producing countries is not subject to any restrictions as regards the export of its films to the importing country, co-produced films, in the same way as for national films, shall automatically be entitled to benefit from such unrestricted exportation.

#### **Article 10**

Credits, trailers and promotional material for co-production films shall refer to the fact that the film is a co-production between France and the Union of Soviet Socialist Republics.

Co-produced films shall be shown at festivals by the country providing the majority producer unless otherwise agreed by both competent authorities.

#### **Article 11**

The competent authorities of the two countries shall give favourable consideration to the co-production of films meeting international standards between the French Republic, the Union of Soviet Socialist Republics and countries with which both of them are respectively bound by film co-production agreements.

The conditions in which such films will be approved shall be examined on a case-by-case basis.

#### **Article 12**

Every facility shall be granted in connection with the travel and stay of artistic and technical staff working on the production of such films as well as the import or export to or from each country of such equipment as is necessary for the making and exploitation of co-production films (film, technical equipment, costumes, items of film set, promotional material etc.).

### **II. EXCHANGE OF FILMS**

#### **Article 13**

The competent bodies of each country shall freely issue the necessary permits for the import, distribution and exploitation of feature-length and short films from the other country.

#### **Article 14**

No restrictions shall be placed on the import of Soviet films into France. The *Centre National de la Cinématographie* shall issue, within the framework of the applicable statutory provisions, to distributors who so request, authorisations to distribute dubbed versions of Soviet films in France.

Furthermore, the *Centre National de la Cinématographie* shall fully assist the Soviet film import and export body (Sovexportfilm) in establishing and developing relations with French companies and shall grant every facility to distributors with a view to encouraging the showing of Soviet films in France, in particular through State-controlled companies.

The competent Soviet bodies, within the framework of the applicable statutory provisions, shall favour the import and distribution of dubbed French films throughout the territory of the Soviet Union.

Every possible measure shall be taken to ensure that more than ten of such films shall be imported each year by each country.

Moreover, the competent authorities of both countries shall take such steps as are necessary to encourage the distribution of original versions of the other country's films.

#### **Article 15**

Contracts assigning the right to show Soviet films in France and French films in the Soviet Union shall be entered into freely between Sovexportfilm and the relevant French companies.

#### **Article 16**

All payments due under contracts entered into within the framework of this agreement shall be made in accordance with the provisions of the trade agreement and the payment agreement of 2 April 1960 between the Government of the Soviet Union and the Government of the French Republic or any other agreement superseding such agreement.

#### **Article 17**

Films shall be freely chosen from all productions available in both countries, by Sovexportfilm and the relevant French distributors and bodies.

In principle, notification of the decision taken shall be given within two months from the date on which the relevant parties received the films.

#### **Article 18**

No changes, additions or cuts shall be made to films acquired without the prior written consent of the relevant producers. This clause shall apply without distinction to all components of the film: picture, commentary, dialogue, music, sound.

#### **Article 19**

Any distribution in the Soviet Union of a feature-length dubbed French film shall entail repayment, to the relevant body, of the release tax (*taxe de sortie*) paid by such body in connection with the authorisation of the distribution in France of a dubbed Soviet film.

### **III. CULTURAL EVENTS AND EXCHANGES OF DELEGATIONS**

#### **Article 20**

The *Centre National de la Cinématographie* and the Film Industry Committee of the Council of Ministers of the USSR shall be responsible, in so far as each is concerned, for the implementation of the provisions of Article 6 (paragraphs 1, 2, 4 and 6) of the memorandum of 14 February 1967, referred to in the preamble.

### **IV. GENERAL PROVISIONS**

#### **Article 21**

A mixed commission shall be responsible for reviewing the conditions governing the implementation of this agreement, resolving any problems that may arise and recommending possible amendments with a view to developing film cooperation to the mutual benefit of both countries.

For such time as this agreement remains in force, such commission shall meet once a year, alternating between the French Republic and the Union of Soviet Socialist Republics. Such commission shall also meet at the request of one of the contracting parties, in particular in the event of substantial amendments to either the statutory or regulatory provisions applicable to the film industry.

#### **Article 22**

This agreement shall enter into force thirty days after notice of its approval by each of the two governments. The agreement shall be entered into for a period of three years from the date of its entry into force. It shall be automatically renewed for one-year periods, save in the event of termination by one of the parties three months prior to its expiry.

Signed in Moscow, on 8 July 1967, in duplicate, one version in French and the other in Russian, both texts being equally authoritative.

#### **Signatories:**

*For the Government of the French Republic: Olivier Wormser, Ambassador Extraordinary and Plenipotentiary of France to the USSR.*

*For the Government of the Soviet Socialist Republic: Romanov, President of the Film Industry Committee of the Council of Ministers of the USSR,*

