

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

THE GOVERNMENT OF THE REPUBLIC OF POLAND

ON THE COPRODUCTION OF FILMS

The Government of the State of Israel and The Government of the Republic of Poland, hereinafter called the "Parties";

MINDFUL of the fact that mutual cooperation may serve to develop film production and encourage a further development of cultural and technological exchange between the two countries;

ACKNOWLEDGING the desirability of the creation of a framework for all audio-visual output, especially the coproduction of films;

CONVINCED that such cooperation shall tighten the relations between the two countries;

RECALLING the Agreement between the Government of the Republic of Poland and the Government of the State of Israel on Cooperation in Culture, Science and Education, signed in Jerusalem on 22 May 1991;

HAVE THEREFORE AGREED as follows:

ARTICLE I

1. For the purposes of this Agreement, the term "film coproduction" includes films and other audiovisual works irrespective of length or format, including animation and documentary, intended for distribution by any means and in any form used at present or that shall become available in the future, in particular in theatres, on television, on magnetic and optical media.
2. Film coproduction undertaken in pursuance of this Agreement shall be regarded by the authorities of both countries as domestically-produced films, and shall bear the privileges applicable to the film production branch under the terms of each Party's domestic legislation.
3. The privileges referred to in paragraph 2 apply solely to a coproducer of the state of the Party which grants them.
4. Film coproductions undertaken in pursuance of this Agreement must gain the approval of the following Relevant Authorities of either Party:

In the Republic of Poland: The Minister of Culture;

In the State of Israel: The Ministry of Education, Culture and Sport and the Ministry of Industry, Culture and Trade.

ARTICLE II

1. The privileges referred to in Article I paragraph 2 apply solely to film coproductions undertaken by producers who, in the opinion of the Relevant Authorities in their states have the proper technical organisation, adequate financial support and a recognised professional status.

2. Film coproductions should be carried out in Poland or in Israel. Scenes may also be shot in other countries if this is required by the subject of the film or the contents of the screenplay, or if Polish or Israeli technicians participate in the shooting.
3. Laboratory work should be performed in Poland or in Israel. Should this not be possible for technical reasons, the Relevant Authorities may authorise laboratory work performed in another country.

ARTICLE III

1. The contribution of each coproducer should be between twenty and eighty percent (20-80%) of the budget of each coproduction.
2. Each coproducer should make an effective technical and artistic contribution to the production process. This contribution should be proportionate to each coproducer's share in the coproduction's budget, and should comprise the combined share of authors, performers, technical-production personnel, laboratories and facilities. Any departures from this principle should be approved by the Relevant Authorities.

ARTICLE IV

Producers, directors and screenplay writers, as well as performers, technicians and the remaining personnel involved in the coproduction, should be citizens or residents of the Republic of Poland or State of Israel according to the laws of those countries. In case the film coproduction requires any departures from this principle, they should be approved by the Relevant Authorities.

ARTICLE V

The Parties declare their acceptance of Polish-Israeli film coproductions with the participation of countries with which one of the Parties is bound by agreements on coproduction. A minority share in such coproductions may not be less than twenty percent (20%) of the budget of each coproduction. Paragraph 2 of Article III shall apply as appropriate.

ARTICLE VI

Each coproducer shall be a co-owner of the original coproduction material, shall have free access to this material and the right to make copies.

ARTICLE VII

1. The original soundtrack of each coproduction should be in Polish or Hebrew. Dialogues in other languages may be added to the coproduction if the screenplay requires it.

2. Dubbing or subtitles in every coproduction in Polish or Hebrew should be produced in Poland or Israel respectively. Any departures from this principle must be approved by the Relevant Authorities.

ARTICLE VIII

According to its domestic legislation, either Party should facilitate the admission and temporary sojourn on its territory of the persons involved in a coproduction, and allow them to bring in and take out all the equipment needed for the coproduction.

ARTICLE IX

1. The distribution of profits between coproducers should be proportionate to the contribution of each of them to the financing of the production, and should be set forth in the coproduction agreement concluded by them.
2. The distribution of profits may consist of a proportionate distribution of revenues, share of markets, or share of media, or a combination of these, and may also take into account differences in the size of the market which the Parties control.
3. In each case, the distribution of profits must be approved by the Relevant Authorities.

ARTICLE X

The approval of a coproduction by the Relevant Authorities does not constitute a commitment that the coproduction in question shall be distributed in their countries.

ARTICLE XI

If a film coproduction is exported to a country where import limits apply:

- (a) it should be included in the limit of the country which is the majority coproducer;
- (b) if the contributions of the coproducers are identical, the coproduction should be included in the limit of the country which has better possibilities of organising its distribution;
- (c) in case of difficulty, the coproduction should be included in the limit of the country of which the director of the coproduction is a citizen or a resident;
- (d) if the Parties have an unrestricted right to introduce their coproductions to the country of import, film coproductions should, just like domestic productions, have an unlimited right to enter that country's market.

ARTICLE XII

At screenings, a coproduction should be described as a "Polish-Israeli coproduction" or "Israeli-Polish coproduction". Such a description should appear in a separate screen credit, in all advertisements and promotional literature, and whenever the coproduction is screened.

ARTICLE XIII

Unless the coproducers agree otherwise, a film coproduction should be presented at international film festivals by the country with the majority share in the coproduction or, in the event of an equal financial share, by the country of which the director of the coproduction is a citizen or a resident.

ARTICLE XIV

1. The procedural rules regarding film coproduction are in conformity with the domestic legislation of each Party and constitute an Annex to this Agreement.
2. The introduction of amendments or changes to the Annex, mentioned in Paragraph 1, requires prior approval of both Parties.

ARTICLE XV

1. The import, distribution and propagation of Israeli film productions in Poland and the import, distribution and propagation of Polish productions in Israel shall not be subject to any restrictions other than those set forth in the laws of these countries.
2. The Parties shall endeavour to provide that dubbing or subtitles for every Polish film production distributed and screened in Israel shall be produced in Israel, and dubbing or subtitles for every Israeli film production distributed and screened in Poland shall be produced in Poland.

ARTICLE XVI

1. The Parties shall appoint a Joint Commission to:
 - (a) review the implementation of this Agreement;
 - (b) monitor whether, in connection with Article III Paragraph 2 of this Agreement, there is a general balance of shares in Polish-Israeli film coproduction and, in the event of imbalance, determine the measures to be taken in order to restore it;
 - (c) recommend means to generally improve cooperation in film coproduction between Polish and Israeli producers;
 - (d) recommend to the Parties possible amendments to this Agreement.
2. Meetings of the Joint Commission should be held as required, alternately in Warsaw and Jerusalem. The Joint Commission shall meet at the request of either Party within three months from the date of the request.
3. The composition of the Joint Commission shall be agreed upon by the Parties in the course of established diplomatic procedures.

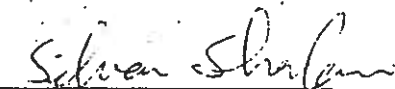
ARTICLE XVII

The Relevant Authorities may hold direct consultations between them in order to identify and solve, within their powers, any difficulties arising from the implementation of this Agreement.

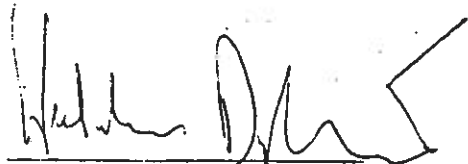
ARTICLE XVIII

1. This Agreement shall enter into force on the date of the second of the Diplomatic Notes by which the Parties notify each other that their internal legal requirements of entry into force have been complied with.
2. This Agreement is concluded for a period of three (3) years. It shall automatically be extended for subsequent three-year periods. Either Party may notify the other in a Diplomatic Note of its intention to terminate the Agreement six (6) months prior to the expiration of the relevant period.
3. Coproductions already in progress at the time of notice concerning an intention to terminate this Agreement or after its dissolution shall continue to be carried out under the terms of this Agreement until they are completed.
4. The provisions of this Agreement concerning revenues from coproductions realised under its terms shall continue to prevail after the expiration or termination of this Agreement.

DONE in Jerusalem on the 16 day of February 1964, which corresponds to day of, in two original copies, in the Hebrew, Polish, and English languages, all texts being equally authentic. In the event of differences of interpretation, the English language version shall prevail.



For the Government
of the State of Israel



For the Government
of the Republic of Poland

ANNEX

PROCEDURAL RULES

Applications for the granting of privileges under coproduction with respect to any film must be submitted simultaneously to the relevant authorities in both countries at least sixty (60) days before the start of shooting. The relevant authorities of the country of which the majority coproducer is citizen should report their decision to the relevant authorities of the other Party within thirty (30) days of submitting the complete documentation listed below. Next, the relevant authorities in the country of which the minority coproducer is a citizen should report their decision to the relevant authorities of the other Party within thirty (30) days.

The following documents should be enclosed with the application, drawn up in Polish and English in the case of Poland, and in Hebrew and English in the case of Israel:

- 1) the final version of the screenplay,
- 2) documentary evidence that the copyright and rights for film adaptation have been acquired legally or, in the absence of such documentary evidence, evidence that a binding option has been acquired,
- 3) one signed copy of the coproduction contract, which should contain:
 - a) the name of the film,
 - b) the names of the author of the screenplay and of the persons who made the adaptation, if the screenplay is based on literary sources,
 - c) the name of the director,
 - d) a synopsis,
 - e) the budget,
 - f) the financial plan,
 - g) the distribution of profits and markets,
 - h) a clause about the distribution of copyright,
 - i) the relevant shares of the coproducers in all foreseen and unforeseen expenses, which shares should in principle be proportionate to their contributions, although the share of the minority coproducer in any extra-budgetary expenditures may be reduced to a lower percentage or a specific amount,
 - j) a clause specifying the action to be taken if either Party fails to discharge its obligations,
 - k) a production schedule
 - l) a clause constituting a commitment by coproducers to purchase packages of necessary insurance for the film production,
- 4) a distribution agreement, if one has been concluded;
- 5) a list of authors, performers and technicians, with an indication of the nationality of individual persons and, in the case of actors, the roles they are to play,
- 6) a detailed budget, with an indication of the expenses to be borne by the coproducers of both countries, if this is required by the domestic regulations of the countries.

The relevant authorities in both countries may demand any additional documents and information they consider necessary.

The final screenplay (with scripts) should be submitted to the relevant authorities prior to the start of shooting.

Changes may be made to the original contract, including a change of coproducer, but they must be approved by the relevant authorities of both countries before the production of the film is completed.

The relevant authorities shall inform each other of the decisions they have reached.