



TREATY SERIES 2014
N° 5

**Agreement between the Government of Ireland and
the Government of the Grand Duchy of Luxembourg
on Audio-Visual Relations**

Done at Galway on 9 July 2011

Notifications of the completion of the procedures necessary for the entry into force
of this Agreement exchanged on 17 September 2012 and 25 June 2013

Entered into force on 25 June 2013

Presented to Dáil Éireann by the Minister for Foreign Affairs and Trade

Agreement between the Government of Ireland and the Government of the Grand Duchy of Luxembourg on Audio-Visual Relations

The Government of Ireland and the Government of the Grand Duchy of Luxembourg

referred to hereinafter as the "Contracting Parties";

CONSIDERING that it is desirable to establish a framework for their audio-visual relations and particularly for film, television and video co-productions;

CONSCIOUS that quality co-productions can contribute to the further expansion of the film, television and video production and distribution industries of both countries as well as 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

1. For the purpose of this Agreement, an "audio-visual co-production" is a project, irrespective of length and format, produced for exploitation in theatres, on television or for any other form of distribution. New forms of audio-visual production and distribution will be included in the present Agreement by exchange of notes between the Contracting Parties.
2. Co-productions undertaken under this Agreement shall be subject to approval after consultation between the administrative authorities of both countries:

In Ireland: Bord Scannán na hÉireann/Irish Film Board

In the Grand Duchy of Luxembourg : Fonds national de soutien à la production
audiovisuelle /Film Fund Luxembourg
3. Every co-production proposed under this Agreement shall be produced and distributed in accordance with the national laws and regulations in force in Ireland and in the Grand Duchy of Luxembourg.
4. Every co-production produced under this Agreement shall be considered to be a national production for all purposes by and in each of the two countries. Accordingly, each such co-production shall be fully entitled to take advantage of all benefits currently available to the film and video industries or those that may hereafter be decreed in each country. These benefits do, however, accrue solely to the producer of the country which grants them.

Article 2

In order to qualify for the benefits of co-production, every co-production produced under this Agreement shall be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

Article 3

1. The performing, technical, artistic and creative contribution of the co-producers shall be in reasonable proportion to their financial participation.
2. The participation of the minority co-producer shall be at least 20% (twenty percent) of the budget for each co-production.

Article 4

1. All participants in the making of film, television and video productions shall fulfill the following requirements:-

As regards Ireland they shall be:-

- Irish Residents
- Citizens of Ireland
- Nationals of a Member State of the European Union
- Nationals of another Contracting State to the Agreement of 2 May 1992 regarding the European Economic Area (EEA Agreement).

As regards the Grand Duchy of Luxembourg they shall be:-

- Residents of the Grand Duchy of Luxembourg
 - Citizens of the Grand Duchy of Luxembourg
 - Nationals of a Member State of the European Union
 - Nationals of another Contracting State to the Agreement of 2 May 1992 regarding the European Economic Area (EEA Agreement).
 - Persons assimilated according to Luxembourg administrative practices.
2. Actors, authors, artistic or technical staff members who do not fulfill the requirements of sub-section (1) of this Article, may participate, in exceptional cases and if the nature of

the film, television and video co-productions so requires, by agreement of the administrative authorities of the Contracting Parties.

3. All laboratory work, sound recording, post-synchronisation and mixing shall be carried out in Ireland, the Grand Duchy of Luxembourg, in another Member State of the European Union, or in another Contracting State to the Agreement of May 2, 1992, regarding the European Economic Area (EEA Agreement).
4. Studio shooting and location shooting shall take place within the area of application of this Agreement, but any of the location shooting may be permitted by the administrative authorities of the Contracting Parties to take place outside the area of application of this Agreement if any of the technical aspects of the production or the action of the film, television and video co-production so requires.
5. Final versions of the film, television and video co-production shall be made, in English and /or Irish and/or in the Luxembourg, French or German languages. The versions may include dialogues in another language if the script requires it.

Article 5

1. The co-producers shall decide jointly on the use of the original negative (picture and sound). Each of the co-producers shall be entitled to a duplicate negative. The making of a duplicate negative for a third language version shall be subject to the approval of both co-producers.
2. The co-producers shall make an agreement on where the negative shall be developed and where the original negative is kept for their joint use. Each co-producer shall be entitled to make the necessary copies for exploitation in his/her own country.

Article 6

1. In principle, receipts shall be allocated in proportion to the financial contribution of each co-producer.
2. Subject to the approval of the administrative authorities, this allocation may consist in a sharing of the receipts, or a division of territory, or a combination of both.
3. In principle, the majority co-producer shall be responsible for the export of the co-produced film, television and video unless the co-producers engage a world sales company for the exploitation of the co-produced film, television and video. Should difficulties arise in exporting to a particular country, the co-producer with the best possibility of arranging for export to that country shall assume this responsibility.

Article 7

1. Title credits and advertisement material for film, television and video co-produced under this Agreement shall indicate that the project is a co-production between the two countries.
2. Unless the co-producers agree otherwise, a co-production shall be shown at festivals as an entry of the majority co-producer or, if the financial contributions are equal, by the co-producer who provides the director.

Article 8

The administrative authorities shall, within the scope of this Agreement, look favourably upon co-productions undertaken by producers from Ireland, the Grand Duchy of Luxembourg and from countries to which either of the two is bound by co-production agreements; in such cases, the provisions of Articles 3 and 4 of this Agreement shall apply with the necessary changes.

Article 9

1. There should be an overall balance in the number of co-productions, as well as an overall balance in the artistic, technical and financial contributions, between the two Contracting Parties.
2. The Joint Commission referred to in Article 11 of this Agreement shall determine whether this balance has been maintained and shall decide what measures are necessary in order to correct any imbalance.

Article 10

The Contracting Parties affirm their desire to promote by all available means the distribution and exploitation in their respective countries of film, television and video co-productions from the other country. However, approval of a co-production by the administrative authorities shall in no way be binding upon them in respect of the granting of a license to permit the co-production publicly.

Article 11

1. A Joint Commission shall be established, consisting of representatives from the government and film, television and video industries of both countries to monitor and facilitate the implementation of this Agreement and recommend changes if necessary.
2. While this Agreement is in effect, the Joint Commission shall meet every two years, alternately in Ireland and in the Grand Duchy of Luxembourg. A meeting may also be convened at the request of either Contracting Party, especially in the event of an important change in the laws or regulations in the film, television and video industries of either Contracting Party.

Article 12

The Rules of Procedure which form an integral part of this Agreement may be amended by mutual written consent of the Department of Arts, Heritage and the Gaeltacht in Ireland and by the Minister responsible for the audiovisual sector in the Grand Duchy of Luxembourg, after consultation with the Joint Commission.

Article 13

Each of the Parties shall notify the other in writing through the diplomatic channel of the completion of any procedure required by its constitutional law for giving effect to this Agreement. This Agreement shall enter into force on the date of the later of such notifications.

This Agreement shall be valid for a period of five (5) years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other Contracting Party gives written notice of termination through diplomatic channels six (6) months before the expiry date.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

DONE in two copies at Galway this 9 day of July, 2011 in the English language.

**FOR THE GOVERNMENT
OF IRELAND**

**Jimmy Deenihan
Minister for Arts, Heritage
and the Gaeltacht**

**FOR THE GOVERNMENT OF
THE GRAND DUCHY OF LUXEMBOURG**

**Francois Biltgen
Minister for Communications and Media**

ANNEX

TO THE AGREEMENT

BETWEEN THE GOVERNMENT OF IRELAND

AND

THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG

ON

AUDIO-VISUAL RELATIONS

RULES OF PROCEDURE

1. Application for benefits under this Agreement for any co-production must be made simultaneously to the administrative authorities at least thirty (30) days before shooting begins:

In Ireland :- Bord Scannán na hÉireann /Irish Film Board

In the Grand Duchy of Luxembourg:- Fonds national de soutien à la production
Audiovisuelle/Film Fund Luxembourg

2. Documentation submitted in support of an application shall consist of the following items, drafted in English and /or Irish in the case of Ireland and in the French, German or Luxembourg languages in the case of the Grand Duchy of Luxembourg

- a) The final script;
- b) The synopsis;
- c) Documentary proof of having legally acquired the rights to produce and exploit the co-production;
- d) A co-production contract, signed by the two co-producers. The contract shall include:
 - the title of the co-production;
 - the name of the author of the script, or that of the adaptor if it is drawn from a literary source;
 - the budget;
 - the financing plan;

- a clause establishing the sharing of receipts, markets, media or a combination of these;
 - a clause detailing the respective shares of the co-producers in any over- or under- expenditure;
 - a clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in either country will grant a licence to permit public exhibition of the co-production;
 - a clause prescribing the measures to be taken where:
 - after full consideration of the case, the administrative authorities in either country refuse to grant the benefits applied for;
 - the administrative authorities prohibit the exhibition of the co-production in either country or its export to a third country;
 - where one or the other co-producer fails to fulfill his/her commitments;
 - a clause stipulating that the production will be covered under an insurance policy covering at least "all production risks" and "all original negative production risks";
 - a clause providing for the sharing of the ownership of copyright on a basis which is proportionate to the respective contributions of the co-producers.
- e) Letters, contracts and other financial documents for all participants present in the financial structure;
- f) A list of the artistic and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play;
- g) The production schedule;
- h) The detailed budget identifying the expenses to be incurred by each co-producer, as well as the expenditures in third party countries, if applicable.
3. The administrative authorities of the two countries can demand any further documents and all other additional information deemed necessary.
4. In principle, the artistic and technical sharing should be submitted to the administrative authorities prior to the commencement of shooting.
5. Amendments, including the replacement of a co-producer, may be made in the original contract. They must, however, be submitted for approval by the administrative authorities of the Contracting Parties before the co-production is finished. The replacement of a co-producer may be allowed only in exceptional circumstances and for reasons acceptable to both the administrative authorities.
6. The administrative authorities will keep each other informed of their decisions.