

Agreement on Film Co-production
Between
The Government of the State of Israel
and
The Government of Hungary

The Government of the State of Israel and the Government of Hungary, hereinafter referred to as "the Parties";

Mindful of the fact that mutual cooperation may serve the development of film production and encourage a 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, television, video and new media production and distribution industries in Hungary and in Israel;

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

Recalling the Agreement between the Government of the Republic of Hungary and the Government of the State of Israel on Cooperation in Culture, Education and Science signed in Jerusalem on January 7 1990, and in particular Article 1.2.d. thereof;

Have therefore agreed as follows:

Article 1

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 fiction, animation and documentary productions, made by a Hungarian co-producer and an Israeli co-producer, produced in any format, for distribution through any venue or medium, including theatres, television, internet, videocassette, videodisc, CD-ROM, DVD, Blue-ray or any similar means, including future forms of cinematographic production and distribution;

(2) "*Hungarian co-producer*" means the Hungarian counterpart, as defined by Hungarian national law;

(3) "*Israeli co-producer*" means the Israeli person or entities by whom the arrangement necessary for the making of the film are undertaken;

(4) The "*Competent Authorities*" means both Competent Authorities responsible for the implementation of this Agreement or either Competent Authority in regard to its own country, as the case may be. The Competent Authorities are:

In the case of the Government of Hungary: the National Media and Infocommunications Authority, National Film Office.

In the case of the State of Israel: The Ministry of Culture and Sport or its designee.

Article 2

(1) Films to be co-produced pursuant to this Agreement must be approved by the Competent Authorities.

(2) 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 by those which may be decreed by each Party. These benefits accrue solely to the co-producer of a country that grants them.

(3) Failure of a Party's co-producer to fulfill the conditions according to which that Party's Competent Authority 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's Competent Authority revoking the co-production status of the production and the attendant rights and benefits.

Article 3

(1) In order to qualify for the benefits of this Agreement, the co-producers shall provide evidence that they have the proper technical organization, adequate financial support, recognized professional standing and qualifications to bring the production to a successful conclusion.

(2) 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

(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. 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.

(2) Subject to the provisions of this Article, and in accordance with the respective national laws and regulations of the Parties, individuals participating in the making of the film shall be nationals of, or long term resident in:

a) For the Hungarian side: Hungary or other member of the European Economic Area;

b) For the Israeli side: Israel.

(3) Should the co-production so require, the participation of professionals who do not fulfill the conditions provided by paragraph (2) may be permitted, in exceptional circumstances, and subject to the approval of the Competent Authorities.

(4) Use may be made in a co-production of a language other than an official language of the Parties if the screenplay requires it.

Article 5

(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 expected 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) Notwithstanding the provisions of paragraph (1), derogations are allowed on a case-by-case basis with the approval of both Competent Authorities. However, the minority contribution, whether financial, technical or creative, shall not be less than ten (10) per cent of the total budget of the film.

(3) In the event that the Israeli co-producer or the Hungarian co-producer is composed of several production companies, the contribution of each company shall not be less than five (5) per cent of the total budget of the co-production film.

Article 6

(1) The Parties shall look favourably upon co-productions undertaken by producers of Hungary, Israel and countries to which either Party is bound by co-production agreement.

(2) The conditions for approving co-productions as referred to in paragraph (1) above 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 the event that a producer from a third country is authorized to participate in the co-production in accordance with paragraph (2), its contribution shall not be less than ten (10) per cent of the total budget of the co-production film. In the event that such producer is comprised of several coproduction companies, the contribution of the individual production companies cannot be less than five (5) per cent of the total cost of the coproduction film.

Article 7

- (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 paragraph 3 (a) 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 use or assignment of intellectual property rights in the said materials, except as is determined by the co-producers in the co-production contract.
- (4) Each co-producer shall be an owner on a joint basis of the physical copy of the original negative or other recording media in which the master co-production is made, not including any intellectual property rights that may be embodied in the said physical copy, except as is determined by the co-producers in the co-production contract.
- (5) Where the co-production is made on film negative, the negative will be developed in a laboratory chosen mutually by the co-producers, and will be deposited therein, on an agreed name.

Article 8

The Parties shall facilitate the temporary entry and the re-export of any film equipment necessary for the production of co-production films under this Agreement, subject to their respective domestic legislation. Each Party shall do their utmost, under its domestic legislation, to permit the creative and technical staff of the other Party to enter and reside in its territory for the purpose of participating in the production of co-production films.

Article 9

- (1) If a co-produced film is marketed in a country that has quota regulations in regard to both the Parties, it shall be included in the quota of the Party of the majority co-producer. In the event that the contributions of the co-producer are equal the co-production shall be included in the quota of the country of which the director of the co-production is a national or a long term resident.
- (2) If a co-produced film is marketed in a country that has quota regulations in regard to one of the Parties, the co-produced film shall be marketed by the Party in regard to which there is no quota.
- (3) In the event that a co-produced film is marketed in a country that has quota regulations in regard to one or both of the Parties, the Competent Authorities may agree on arrangements, in regard to the quota regulations, that differ from those set out in paragraphs (1) and (2) of this Article.

(4) 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 their respective domestic legislation.

Article 10

(1) All co-produced films shall be identified as Hungarian-Israeli or Israeli-Hungarian co-productions.

(2) Such identification shall appear in a separate credit title, in all commercial advertising and promotional material, whenever co-produced films are shown at any public performance.

Article 11

The Competent Authorities shall act in accordance with the Rules of Procedure appended in the Annex hereto, which constitute an integral part of this Agreement, but may, in a given case, jointly authorize co-producers to act in accordance with ad hoc rules, which they approve.

Article 12

(1) The Parties may establish a Joint Commission, with equal number of representative from both countries. The Joint Commission shall meet, when necessary, alternately in Budapest and in Jerusalem.

(2) The Joint Commission shall, inter alia:

- Review the implementation of this Agreement.
- Determine whether the overall balance of the co-production has been achieved, considering the number of co-productions, the percentage, the total amount of the investments and of the artistic and technical contributions. If not, the Commission shall determine the measures deemed necessary to establish such balance.
- Recommend means to generally improve cooperation in film co-production between Israeli and Hungarian producers.
- Recommend amendments to this Agreement to the Competent Authorities.

(3) The members of the Joint Commission shall be agreed upon by the Parties through diplomatic channels.

Article 13

This Agreement may be amended in writing by mutual consent of the Parties. Any modification of the Agreement or of the appended Annex shall follow the same procedures for entering into force as are specified in Article 16.

Article 14

Any differences between the Parties arising from the implementation of this Agreement shall be settled through diplomatic channels.

Article 15

(1) This Agreement shall enter into force on the 30th day following the receipt of the last notification through diplomatic channels by which the Parties notify each other on the completion of the internal legal procedures necessary for the entry into force of the present Agreement.

(2) This Agreement shall be valid for a period of five (5) years and shall automatically be extended for additional periods of five (5) years each, unless terminated by either Party giving at least six (6) months written prior notice to the other Party of its intention to terminate the Agreement.

(3) Co-productions which have been approved by the Competent Authorities and which are in progress at the time of notice of termination of this Agreement by either Party shall continue to benefit fully from the provisions of this Agreement until completion.

Signed in _____ on _____, 2014, which corresponds to the _____ of _____, 5774, in two original copies in the Hungarian, Hebrew and English languages, all texts being equally authentic. In case of divergence the English text shall prevail.

**For the Government of the State of
Israel**

For the Government of Hungary

(Signatures)

ANNEX
RULES OF PROCEDURE

1. Applications for qualification of a film for co-production benefits must be filed concurrently with the Competent Authorities at least sixty (60) days prior to the commencement of shooting or key animation of the film.
2. The Competent Authorities shall notify each other of their decision regarding any such application for co-production within thirty (30) days from the date of submitting the complete documentation listed in the Annex to this Agreement.
3. Applications must be accompanied by the following documents in the Hungarian or English languages for Hungary and in the Hebrew or English languages for the State of Israel:
 - a) A proof of license arrangements with respect to intellectual property rights, of any sort, including in particular copyright and neighboring rights ("neighboring rights" shall be understood as including, inter alia, performers' rights, phonogram producers' rights and broadcasters' rights), embodied in, or arising from, a co-production, to an extent sufficient for purposes of fulfilling the objectives of the co-production contract, including clearance arrangements for public performance, distribution, broadcast, making available by internet or otherwise, and including copyright and neighboring rights clearance with respect to any literary, dramatic, musical or artistic work which has been adapted by the applicant for purposes of the co-production;
 - b) The signed co-production contract, which is subject to the approval of the Competent Authorities.
4. The co-production contract must make provision for the following issues:
 - a) The title of the film, even if provisional;
 - b) The name of the writer or the person responsible for adapting the subject if it is drawn from literary source;
 - c) The name of the director (a safety clause is permitted for his replacement, if necessary);
 - d) A synopsis of the film;
 - e) The budget of the film;
 - f) The plan for financing the film;
 - g) The amount of the financial contributions of the co-producers;
 - h) The financial undertakings of each producer in respect of the percentage apportionment of expenditures with regard to development, elaboration, production and post-production costs up to the creation of the answer print.
 - i) The distribution of revenue and profits including the sharing or pooling of markets;
 - j) The respective participation of the co-producers in any costs which exceed the budget or in the benefits from any savings in the production cost;

- k)* Allocation of intellectual property rights in a co-production film, including ownership and licensing thereof.
- l)* A clause in the contract must recognize that the approval of the film, entitling it to benefits under the agreement, does not obligate the Competent Authorities of either Party to permit the public screening of the film. Likewise, the contract must set out the conditions of a financial settlement between the co-producers in the event that the Competent Authorities of either Party refuse to permit the public screening of the film in either country or in third countries.
- m)* Breach of the co-production contract;
- n)* A clause which requires the major co-producer to take out an insurance policy covering all production risks;
- o)* The approximate starting date of shooting;
- p)* The list of required equipment (technical, artistic or other) and personnel, including nationality of personnel and the roles to be played by the performers;
- q)* The production schedule;
- r)* A distribution agreement, if one has been concluded;
- s)* The manner in which the co-production shall be entered in international festivals;
- t)* Other provisions required by the Competent Authorities.

In exceptional cases, the competent authorities may dispense with some of the contractual attachments listed.

5. The co-producers will provide any further documentation and information, which the Competent Authorities deem necessary in order to process the co-production application or in order to monitor the co-production or the execution of the co-production agreement.
6. Material provisions in the original co-production contract may be amended subject to prior approval by the Competent Authorities.
7. The replacement of a co-producer is subject to the prior approval by the Competent Authorities.
8. In case of a co-production in which the Hungarian or the Israeli co-producer is comprised of several production companies, each co-producer may nominate one of its component production companies as its legal representative; such nomination must be made in the coproduction agreement.
9. The participation of a producer from a third country in the co-production is subject to the prior approval of the Competent Authorities.