

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

The Government of the Italian Republic and the Government of the Dominican Republic, hereinafter the "Parties";

AWARE of the continuous evolution of their bilateral cultural relations and taking into consideration the existing agreements between the Parties;

WHEREAS the Italian and the Dominican film industry could benefit from the co-production of films and of audiovisual works that, due to technical quality and artistic value, would enhance the prestige and economic expansion of the film, television and new media production and distribution industries in the Italian Republic and in the Dominican Republic, and, at the same time, further strengthen the cultural cooperation between the Parties;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

(1) For the purpose of the present Agreement:

- * "Co-production" means a film or an audiovisual work project of any length, including animation productions and documentaries, produced by an Italian co-producer and a Dominican co-producer, in any format, for the distribution in any place or by any means, including movie theaters, television, internet or any other—similar means, including future production and film distribution formats;
- * "Italian co-producer" means one or more film or audiovisual production companies, as defined by the national law in force in the Italian Republic;
- * "Dominican co-producer" means one or more film or audiovisual production companies, as defined by the national law in force in the Dominican Republic;
- * The "competent Authorities" responsible for the application of this Agreement

(hereinafter jointly referred to as the "competent Authorities") are:

- on behalf of the Italian Republic: the Directorate-General for Cinema of the Ministry of Cultural Heritage and Activities;
- on behalf of the Dominican Republic: the Directorate-General for Cinema (DGCINE)

ARTICLE 2

National works

- (1) Every co-production made under this Agreement must be considered as national work by both Parties subject to the national legislation of each Party respectively.
- (2) Co-productions made under this Agreement must obtain the approval of the competent Authorities after mutual consultation.

ARTICLE 3

Benefits

- (1) Every co-production executed under this Agreement shall be considered by the competent Authorities as a national work in accordance with current legislation on the national territory of each Party and it shall be entitled to the benefits resulting from the provisions in force or which may be decreed by each Party. These benefits shall only apply to the co-producer of the Party which grants them.
- (2) The failure by the co-producer of one of the Parties to comply with the conditions according to which said Party has approved a co-production or the substantial breach of the obligations arising from the present Agreement by the co-producer of one of the Parties shall result in the revocation of the co-production condition and the rights and benefits related to this Party.
- (3) In order to be entitled to the benefits of the co-production, the co-producers must document the existence of a good technical organization and a well-known reputation and professional qualification that allows them to carry out the production.

ARTICLE 4

Filming

- (1) The filming in studios shall be done in studios located in the territory of one or the other Party, or in cases of multilateral co-productions, in one of the Countries under Article 6. The exception to this provision can only be allowed after approval by the competent Authorities.
- (2) The exterior or real life interior location filming may be authorized by the competent Authorities in a not involved Country, provided that the script or the subject of the co-production so require.
- (3) The authors, the scriptwriters, the directors, the performers and the rest of the artistic and technical personnel, as well as the staff of workers participating in the making of the co-production, shall be:
 - a) as regards the Italian Republic:
 - i) nationals of the Italian Republic;
 - ii) nationals of Member States of the European Union;
 - iii) long-term residents in the Italian Republic, according to the legislation in force therein;
 - b) as regards the Dominican Republic:
 - i) nationals of the Dominican Republic;
 - ii) permanent residents in the Dominican Republic, according to the legislation in force therein;
- (4) If the co-production so requires, the participation of the technical and artistic personnel which is not included in the conditions foreseen in item 3, may be admitted only exceptionally and after agreement with the competent Authorities.
- (5) The foreign technical, creative and artistic personnel residing and/or working regularly in the Italian Republic or in the Dominican Republic may exceptionally participate in the making of the co-production, with the authorization of the competent Authorities, as if they were long-term residents in the Italian Republic and permanent residents in the Dominican Republic respectively.

ARTICLE 5

Contribution of the co-producers

- (1) The respective financial contribution of the co-producers of both Parties shall not be less than 20% (twenty percent) and not more than 80% (eighty percent) of the total cost of each co-production. The contribution of the co-producers shall include, in principle, an effective technical, creative and artistic participation, proportional to the financial participation.
- (2) Derogations to the provisions of paragraph 1 shall be allowed with the prior approval of the competent Authorities, provided that the minority quota shall not be less than 10% (ten percent) of the total cost of the "co-production".
- (3) If the Italian co-producer or the Dominican co-producer is composed of two or more production companies, the participation quota of each company shall not be below 5% (five percent) of the total cost of the co-production.

ARTICLE 6

Multilateral co-productions

- (1) The competent Authorities consider favorably the possibility of jointly authorization of the realization of international co-productions between producers of the Italian Republic and the Dominican Republic and of one or more Countries with which one or both Parties have signed a film and/or audiovisual co-production Agreement.
- (2) The financial contribution shall not be less than 10% (ten percent) and the majority shall not be more than 70% (seventy percent) of the total cost of realization of every co-production. If a co-producer is constituted by more than one production company, the participation quota of each of the companies shall not be less than 5% (five percent) of the total cost of the co-production.

ARTICLE 7

Intellectual property, film negatives and languages

- (1) The co-producers shall guarantee that the intellectual property rights related to a co-production which are not of their property will be at their disposal by means of licensing

agreements which are considered appropriate by the competent Authorities, in order to comply with the objectives of the present Agreement, as stated in paragraph 2 of the Annex.

- (2) The allocation of intellectual property rights related to a co-production, including its ownership and license, shall be set out in the co-production contract.
- (3) Every co-producer must have free access to the original co-production material and to the right to duplicate it or print it, but not the right to any use or transfer of the intellectual property rights, except as agreed by the co-producers in the co-production contract.
- (4) Co-productions under this Agreement shall be produced and dubbed or subtitled up to creation of the first copy, in the co-producers' Countries.
- (5) Each co-producer is owner, pro-quota, of the original negative which shall be deposited, in joint name, in a laboratory chosen by mutual consent of the co-producers. The laboratory shall be located in the territory of one of the Parties. In exceptional cases, the competent Authorities may authorize the use of a laboratory located in a third Country.
- (6) Every co-production shall have two versions, respectively in Italian and Spanish. The Italian version shall be made in the Italian Republic, while the Spanish version shall be made in the Dominican Republic.

ARTICLE 8

Circulation facilitation

- (1) In accordance with the respective national legislation, each Party shall facilitate:
 - a) the entry and temporary residence in its territory for technical and artistic personnel of the other Party for the participation in the realization of the co-productions;
 - b) the temporary import into and re-export from its territory of any equipment and materials necessary for the production and the promotion of films under the present Agreement.
- (2) These dispositions also apply in cases of multilateral co-productions under Article 6.

ARTICLE 9

Balance of the contributions

- (1) The payment of the balance of the minority co-producer must be made to the majority producer within 120 (one hundred twenty) days following the delivery date of all the necessary material for the making of the version in the language of the minority co-producer.
- (2) The failure to comply with this provision shall entail the loss of the co-production benefits.

ARTICLE 10

Market distribution

- (1) The contract clauses providing for the distribution of markets and revenues between the co-producers shall be approved by the competent Authorities.
- (2) The aforementioned distribution shall be proportional to the respective contributions of the co-producers (except the territory of belonging).
- (3) If the co-production contract foresees "the pool" of the markets, the revenues of every national market shall be included in the "the pool" only after covering the national investments.

ARTICLE 11

Authorization for public screening

The approval of a co-production project by the competent Authorities does not imply the permit for public exhibition.

ARTICLE 12

Co-productions exportation

If a co-production is exported to a Country where the import of films is restricted by quota, the co-production work is allocated to the quota of the Party which has better possibilities of utilization.

ARTICLE 13

Identification of co-productions

- (1) The co-productions shall be identified with the phrase "Italian-Dominican co-production" or "Dominican-Italian co-production".
- (2) The above phrase shall appear in a separate sign in the header titles, in commercial publicity, in movie presentations at artistic and cultural manifestations and in international festivals.

ARTICLE 14

International Festivals

- (1) Co-productions realized under this Agreements shall normally be presented at international festivals by the majority co-producer.
- (2) Co-productions with equal participation shall be presented by the Party of which the director is a national.

ARTICLE 15

Approval of projects

- (1) The co-productions must be approved by the competent Authorities, in accordance with their respective national laws.
- (2) Before the approval of an instance, the competent Authorities shall consult each other in order to ensure the compliance of the project with the provisions of this Agreement and with their national legislation.
- (3) The approval shall not be granted to a project where the co-producers are linked by common management or control, except when such links are exclusively finalized to the making of the co-production itself.
- (4) The applications submitted in the aim of co-production status recognition shall meet the provisions set out in the 'Rules of Procedure', described in the Annex to this Agreement-which is an integral part thereof.

ARTICLE 16

Joint Commission

- (1) The Parties shall establish a Joint Commission constituted by respective officials and experts, including directors and producers with the aim to verify the implementation of this Agreement.
- (2) The Joint Commission shall in principle meet once every two years, alternatively in the territory of one of the Parties or in another Country jointly chosen by the competent Authorities. However extraordinary meetings shall be convened at the request of one or both competent Authorities, especially in the case of significant changes in the national legislation of one or the other Party, or if the Agreement encounters serious difficulties in its application.
- (3) In particular, the Joint Commission shall examine the existence of a comprehensive balance of the co-productions, based on the number of the same, of the investments of the co-producers, of the technical and artistic participations, including equipment; otherwise, it shall determine the necessary measures to establish such balance, submitting them to the competent Authorities for their approval.

ARTICLE 17

Importations

The Parties shall facilitate the importation, distribution and programming of Italian film and audiovisual productions in the Dominican Republic and of Dominican film and audiovisual productions in the Italian Republic, in accordance with their national legislation and, as for the Italian Party, the obligations ensuing from its membership of the European Union.

ARTICLE 18

Amendments

- (1) This Agreement may be amended in writing by mutual consent of the Parties.
- (2) The amendments shall enter into force in compliance with the procedures indicated in Article 20.

ARTICLE 19

Settlement of disputes

Any possible dispute arising from the interpretation or application of this Agreement shall be settled amicably through direct consultations or negotiations between the Parties.

ARTICLE 20

Final provisions

- (1) This Agreement shall enter into force on the date of reception of the second of the two notifications by which the Parties shall officially have communicated to each other that their respective internal procedures have been completed.
- (2) This Agreement shall be valid for a period of five years and shall be tacitly renewed for equivalent periods, unless, at least six months before its expiration, either Party notifies the other in writing, through diplomatic channels, of its intention to terminate it.
- (3) In the event of termination of the Agreement, the dispositions of the same continue to apply to the co-productions approved by the competent Authorities and which are in state of progress at the time of the denunciation of the Agreement. This principle therefore also concerns the distribution of revenues resulting from completed co-productions.

DONE at Roma....., on 14/02/2019 in two originals, each in the Italian, Spanish and English languages, all texts being equally authentic. In case of divergence in the interpretation, the text in English shall prevail.

FOR THE GOVERNMENT OF
THE ITALIAN REPUBLIC

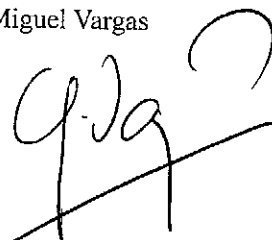
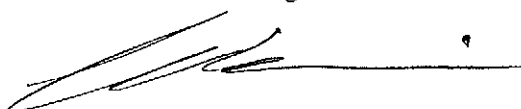
FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC

Undersecretary of State for Cultural Heritage
and Activities

Minister of Foreign Affairs

Lucia Borgonzoni

Miguel Vargas




ANNEX

RULES OF PROCEDURE

Applications for admission to the benefits of co-productions under this Agreement must be submitted to the two competent Authorities before the beginning of the filming or of the main work on animation and, as possible, at the same time.

The applications must include the following documents, written in Italian language for the Italian Republic and in Spanish language for the Dominican Republic:

1. the script of the film;
2. a document which evidences that the property of the copyrights for the film adaptations has been legally acquired, or if not, a valid option;
3. the co-production contract signed with reservation for approval by the competent Authorities of both Parties, which shall specify:
 - a. the title of the work, at least temporary;
 - b. the name of the author of the subject or of the adaptor, if it is a subject drawn from a literary source;
 - c. the name of the director (a safeguard clause is valid for his replacement);
 - d. the budget of the work;
 - e. the amount of the financial contribution of the co-producers;
 - f. the distribution of the revenues and markets;
 - g. the commitment of the co-producers to participate in any possible expenses surplus or to benefit from the economy regarding the cost of the work, in proportion to their respective contributions;
 - h. a clause setting out the conditions of the financial settlement between the co-producers:
 - h.i) if the competent Authorities of one or other Party shall not grant approval of the application after examining the complete file;
 - h.ii) if the competent Authorities do not authorize the public screening of the co-production in the territory of the one or the other Party;



- h.iii) if the payments of the financial contributions are not made in accordance with the provisions of Article 9 of this Agreement;
 - i. a clause which establishes the measures to adopt if one of the co-producers is partially failing to comply with the terms established in the co-production contract;
 - l. a clause that requires the majority co-producer to sign an insurance policy for every risk arising from the production;
 - m. the approximate date of beginning of the filming or of the main work on animation.
4. the financing plan;
 5. the list of the technical, creative and artistic elements and, as regards the personnel, the indications of the nationality and the roles attributed to the actors;
 6. the shooting plan;
 7. the distribution contract, if one has been signed.

The competent Authorities of both Parties may require, in addition, any necessary complementary documents and precisions.

Contractual modifications may be made to the original deposited co-production contract, subject to the approval of the competent Authorities of both Parties before finishing the co-production.

The replacement of a co-producer may only be admitted in exceptional cases for valid reasons recognized by the competent Authorities.

The competent Authorities must inform each other about their decisions, attaching a copy of the documentation. As a rule, it is the competent Authority of the majority co-producer to first communicate the opinion to the competent Authority of the minority co-product.

