

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

The Government of the Italian Republic and the Republic of Serbia (hereinafter referred to as “the Parties”);

Considering that they are both parties to the Convention for the Protection and Promotion of the Diversity of Cultural Expressions, done at Paris on 20 October 2005;

Recalling that they are both parties to the Council of Europe Convention on Cinematographic Co-production done at Rotterdam on 30 January 2017;

Willing to further strengthen cinematographic cooperation between them;

Conscious that film cooperation contributes to the development of cultural relations between Italy and Serbia;

Acknowledging the need to update the legal framework of cinematographic cooperation and taking into account the film industry regulations applicable in their territories;

Have agreed as follows:

ARTICLE 1

Definition

For the purposes of this Agreement, the following expressions shall have the meanings assigned to them:

- a) **"Co-production"**: cinematographic or audiovisual works of any length and on any support, regardless of its genre (fiction, animation, documentary), in accordance with the laws and regulations of each Party;
- b) **"Co-producer"**: film or audiovisual production company as defined by the national laws and regulations of each Party;
- c) **"Competent Authority"**: the Authorities responsible for the implementation of this Agreement, which are:
 - for the Government of the Italian Republic: the Ministry of Culture - Directorate-General for Cinema and Audiovisual;
 - for the Government of the Republic of Serbia: the Ministry of Culture and the Film Center of Serbia;

ARTICLE 2

Benefits

1. Co-productions under this Agreement shall be deemed “national works” in accordance with the applicable laws and regulations in the territory of the Parties.

2. Co-productions under this Agreement shall enjoy all the benefits derived from the applicable laws and regulations in the territory of the Parties. The competent Authorities of the Parties shall communicate each other the complete list of benefits.
3. These benefits are granted to each co-producer only by its Country of nationality.
4. These benefits will be granted only to a co-production project submitted by co-producers with good technical and financial capacity and relevant professional experience.

ARTICLE 3

Approval of the Application

1. The competent Authorities of the Parties shall recognize the co-production status to each Co-production work created under the terms of this Agreement as long as the co-producers are not linked by common management or control.
2. The competent Authorities of the Parties shall exchange all relevant information regarding the acceptance, rejection, modification or withdrawal of applications for co-production status.
3. Before rejecting an application for co-production status, the competent Authorities of the Parties shall consult each other.

ARTICLE 4

Annex

Applications for co-production status shall follow the procedures defined by the Parties and meet the conditions set out in the Annex to this Agreement, which is an integral part thereof.

ARTICLE 5

Personnel and Locations

1. Artistic and technical personnel participating in the co-production shall be nationals of the Parties or, as for the Italian Party, nationals of another Member States of the European Union. Long-term residents in the Italian Republic or the Republic of Serbia may participate according to the legislation in force therein.
2. In exceptional cases, when the co-production so requires, the competent Authorities may jointly allow the participation of artistic and technical personnel who does not meet the requirements specified in paragraph 1.
3. Studio filming shall be carried out in the territory of the co-producing Countries.
4. In exceptional cases, when the script so requires, the competent Authorities may jointly authorize filming in a natural décor or in a real life interior in the territory of a third Country.

ARTICLE 6

Financial contributions

1. The total costs of each co-production may be covered by financial contributions of the co-producers of both Parties from 20% (twenty percent) to 80% (eighty percent). The financial contributions shall include an effective technical, creative and artistic participation proportional to the financial participation.

2. Exceptionally, the competent Authorities, by mutual consent, may approve the reduction up to 10% (ten percent) of the lowest financial contribution of the total cost of the co-production, referred to in paragraph 1.
3. If the Italian co-producer or the Serbian co-producer aggregates two or more production companies, the participation quota of each company shall not be less than 5% (five percent) of the total cost of the co-production.

ARTICLE 7

Original film and languages

1. Co-productions shall be produced and dubbed or subtitled in order to be released in the Italian Republic and in the Republic of Serbia. The majority of the work will normally be carried out in the country of the co-producer which provides the major financial contribution but the competent Authorities may mutually endorse other arrangements.
2. Each co-producer owns, pro-quota, the first completed version which shall be deposited, in joint name, in a jointly-agreed-upon laboratory to which each co-producer shall have access. 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.
3. Every co-production shall have at least two versions, respectively in Italian and Serbian. The Italian version shall be made in the Italian Republic, while the Serbian version shall be made in the Republic of Serbia.

ARTICLE 8

Facilitations

The Parties shall facilitate the import and export of materials necessary for the realization of co-production works. Each Party, within its territory, shall facilitate the movement and the stay of artistic and technical personnel working on co-productions.

ARTICLE 9

Identification of co-productions

All credits, trailers, publications and promotional material on co-productions works shall clearly state that it is an Italian-Serbian or a Serbo-Italian co-production.

ARTICLE 10

Revenues distribution

The distribution of the revenues arising from the co-productions realized under this Agreement shall be proportional to the financial contributions of each co-producer.

ARTICLE 11

Multilateral co-productions

1. The competent Authorities may approve, by mutual consent, the realization of international co-productions between producers of the Italian Republic and of the Republic of Serbia and one or more third Countries with which one or both Parties have a film and/or an audiovisual co-production agreement.

2. The financial contribution of the co-producers 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 aggregates more than one 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 12

Joint Commission

1. In order to facilitate the implementation of this Agreement, the Parties establish a Joint Commission composed of an equal number of representatives of the competent Authorities and experts.
2. The Joint Commission shall meet in principle once every two years, alternately in the Italian Republic and in the Republic of Serbia or in another third Country jointly chosen by the competent Authorities. Extraordinary meetings shall be convened at the request of one or both the competent Authorities, especially in case of significant changes in the national legislation of one or both Parties relating to cinema or audiovisual or if the Parties encounter serious difficulties in the implementation of the present Agreement.
3. The Joint Commission shall assess the existence of a comprehensive balance among the number of co-productions, the amount of investments of the co-producers and the technical and artistic participations.
4. In case the Joint Commission ascertains any unbalance, it shall determine the necessary measures to re-establish such balance and submit them to the approval of the competent Authorities.

ARTICLE 13

Export of Co-productions

1. In case a co-production made under this Agreement is exported to a third Country where the import of film or of audio-visual works is bound by quotas, the co-production shall generally be exported by the Party that has majority quota of participation.
2. In cases of co-productions with equal participation, the co-production shall be exported by the Party that offers better conditions.
3. In case is not possible to establish which Party offers better conditions, the co-production shall be exported by the Party of which the director is a national or resident.

ARTICLE 14

International Festivals

1. Co-productions realized under this Agreement 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

Disputes

1. Any disputes in the interpretation and/or application of this Agreement shall amicably through direct consultations and negotiations between the Parties.
2. Any disputes between co-producers shall be governed by paragraph 3.k of the Procedure set out in the Annex of this Agreement.

ARTICLE 16

Entry into force

1. This Agreement shall enter into force thirty days after the date of receipt of the two notifications by which the Parties shall have communicate each other the cor their internal procedures necessary for its entry into force.
2. This Agreement may be amended at any time, in writing, with the mutual con Parties. The amendments shall enter into force in accordance with paragraph 1 of t Amendments to the Annex can be made in a simplified procedure through Ex Note by diplomatic channels and they shall enter into force on the date of rec response Note.
3. This Agreement shall remain valid for a period of 5 (five) years and shall be au renewed for further periods of 5 (five) years unless one of the Parties notifies the intention to terminate it within 6 (six) months prior to the intended date of expira
4. The termination of the Agreement is without prejudice to the rights and obligat Parties in connection with the projects initiated under this Agreement.
5. This Agreement shall be implemented in accordance with the Italian and Serbian l as well as applicable international law and, as for the Italian Party, with the arising from its membership of the European Union.
6. The present Agreement replaces and repeals the Agreement on Film Relations be Government of the Italian Republic and the Government of the Socialist Feder of Yugoslavia, done at Rome on 20 January 1968.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have Agreement.

DONE at Belgrade on 21 March 2023 in the year ~~2022~~ in two originals, each in Serbian, and English languages, all texts being equally authentic. In the case of dive text in English shall prevail.

For the Government of the Italian Republic

For the Government of the Republic

Ante Taj *Ljiljana Petrović*



ANNEX

RULES OF PROCEDURE

Applications to enjoy the benefits of co-productions under this Agreement shall be submitted to both the competent Authorities before the beginning of the filming or of the main work on animation, if possible simultaneously.

The applications shall include the following documents, in Italian language for the Italian Republic and in Serbian language for the Republic of Serbia:

1. the script of the film;
2. a proof that the property of the copyrights for the film adaptations has been legally acquired, or if not, a valid option;
3. a copy of 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:
 - if the competent Authorities of one or other Party shall not grant approval of the application after examining the complete file;
 - if the competent Authorities do not authorize the public screening of the co-production in the territory of the one or the other Party;
 - i) a clause which establishes the measures to adopt if one of the co-producers fails to fully comply with the terms established in the co-production contract;
 - j) a clause that requires the majority co-producer to sign an insurance policy covering "all production risks" and "all original material production risks";
 - k) a clause establishing the applicable procedure for resolving any dispute between co-producers that cannot be resolved amicably;
 - l) the approximate date of beginning of the filming or of the main work on animation.
4. the financing plan;
5. the list of the artistic and technical personnel indicating nationalities and roles and, in the case of performers, the roles they are to play;
6. the shooting plan;
7. the synopsis;
8. the distribution contract, if signed.

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

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 shall inform each other about their decisions, attaching a copy of the documentation. As a rule, the competent Authority of the majority co-producer is the first to inform about its decision.

AT
[Handwritten signature]