

Annex 15

Television Programmes Co-Production Agreement

Between

The Government Of New Zealand

And

The Government Of The People's Republic of China

The Government of New Zealand (“New Zealand”) and the Government of the People’s Republic of China (“China”) (hereinafter referred to as “the Parties”) have, in order to promote their cultural exchanges and their television co-operation, in line with the national legislation and regulations in force in the two countries, and through friendly negotiations, agreed as follows:

ARTICLE 1

1. The term “co-production television programme” as used in this Annex refers to a television programme that is co-produced by co-producers in and out of the territories of the Parties. Genres of co-production television programme include drama, documentary and animation.
2. The term “co-producer” as used in this Annex refers to:
 - a) For New Zealand, a domestic television programme production organisation managed and/or owned by a New Zealand citizen or permanent resident; and
 - b) For China, a domestic television programme production organisation, established in accordance with Chinese laws and regulations.

ARTICLE 2

All television co-productions which have been approved by the competent authorities of both Parties are entitled to the rights and benefits stipulated in the relevant articles of this Annex and in other relevant published regulations of both Parties.

ARTICLE 3

A co-production television programme is subject to the following conditions:

- a) Key elements related to content creation, including but not limited to the creative idea in the pre-production stage and script writing, shall be jointly decided by the co-producers.
- b) The co-production television programme shall be co-financed by the co-producers. Forms of financial contribution include direct capital investment and indirect investments by conversion of labour force, materials, commercial air-times, etc;

- c) The co-producers shall designate professionals and technicians to participate in the whole production process. The proportion of key production staff (including but not limited to script writer, producer, director and leading actor) of each Party's co-producer shall be no less than one third.
- d) Individuals participating in a co-production television programme shall be citizens or permanent residents of a Party. In certain circumstances, where script or financing dictates, key production staff from other countries may be engaged.
- e) The performing, technical, craft and creative participation of the co-producers, and production expenditure in each of the co-producer's countries, shall be in reasonable proportion to their respective financial contributions.

ARTICLE 4

A Party shall permit the citizens and permanent residents of the other Party, or of any Third Party approved under Article 10, to enter and remain in its territory, for the purpose of making or exploiting a co-production television programme, subject to the requirement that they comply with the relevant laws relating to entry and stay.

ARTICLE 5

Co-producers shall respect the constitution, laws and regulations, ethnic cultures, religious beliefs and local customs and conventions of the country where location shooting takes place.

ARTICLE 6

The identification of co-production television programmes shall appear separately in the credits at any screenings, festivals and events, and in all advertising and promotional materials.

ARTICLE 7

1. Co-production television programmes must be approved by the following competent authorities of the Parties before they are put into production:

- a) In the New Zealand government: the New Zealand Film Commission;
 - b) In the Chinese government: the State Administration of Press, Publication, Radio, Film and Television.
2. Upon completion of production, it is the responsibility of the co-producers, where required, to submit to their respective competent authorities the completed co-production television programme (and any documentation required by the competent authorities) to enable the competent authorities to complete their final approval processes before the co-production television programme receives the benefits of final approval.

ARTICLE 8

1. The copyright of a co-production television programme shall be shared between the co-producers.
2. The division of distribution regions and revenues between the co-producers shall be negotiated in accordance with their respective financial contributions.
3. In the case of a co-production television programme being released and distributed in a third country or region out of the territories of the Parties, copyright issues must be addressed in accordance with an agreement signed between the co-producers.

ARTICLE 9

1. Notwithstanding Article 213, paragraph 3 of the Agreement, either Party may terminate the Annex by giving six months' advance notice in writing through diplomatic channels.
2. Co-productions which have been approved by the competent authorities of both Parties and which are in progress at the time of notice of termination of this Annex by either Party shall continue to benefit fully from this Annex until completion of the television programme.
3. After termination of this Annex, its terms shall continue to apply to the division of revenues from completed co-productions.

ARTICLE 10

1. Where either New Zealand or China maintains with a Third Party a television co-production agreement, the competent authorities may approve a joint request from the co-producers for a co-production television production under this Annex that is to be made in conjunction with a co-producer from that Third Party.
2. Approvals under this Article shall be limited to proposals in which the contribution of the Third Party co-producer is no greater than the lesser of the individual contributions of the New Zealand and China co-producers.

ARTICLE 11

Any divergence arising from the interpretation or application of this Annex, shall be solved by mutual agreement between the Parties.

ARTICLE 12

1. This Annex is hereby annexed to the Agreement and forms an integral part of that Agreement.
2. In the event of any inconsistency between this Annex and any other provision of the Agreement, this Annex shall prevail.
3. Nothing in this Annex shall be used to construe any other provision in the Agreement.

ARTICLE 13

1. The following chapters of the Agreement shall not apply to this Annex:
 - a. Section 2: Investor-State Dispute Settlement of Chapter 11: Investment
 - b. Chapter 16: Dispute Settlement

DONE in duplicate at Wellington, on this twentieth day of November two thousand and fourteen, in the English and Chinese languages, both texts having equal legal validity.

FOR THE GOVERNMENT OF
NEW ZEALAND:

OF FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

Hon Maggie Barry
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Mr Cai Fuchao
Minister of the State Administration
of Press, Publication, Radio, Film
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