

## ANNEX

This Annex is for administrative purposes and is not part of the *Audiovisual Co-Production Treaty between the Government of Canada and the Government of Ireland* (the “Treaty”).

The Parties understand that:

### 1. DEFINITIONS

The definitions of the Treaty apply to this Annex.

In this Annex:

- (a) “key position” includes the following eight (8) positions, set out below by type of work:
  - (i) animation: director, screenwriter, music composer or sound designer, lead actor (voice) or second lead (voice), animation director, storyboard supervisor or picture editor, special effects director or stereoscopy director, and layout director;
  - (ii) documentary: director, screenwriter or researcher, music composer, lead actor or narrator, second lead actor or narrator, director of photography, art director or production designer, and picture editor;
  - (iii) fiction: director, screenwriter, music composer, lead actor, second lead actor, director of photography, art director or production designer, and picture editor;
  - (iv) for types of work, other than those described above, such as non-linear digital works, the positions to be included as key positions will be determined by mutual consent of the administrative authorities;
- (b) “dubbing” means the production of any version of the work in a language other than its original language or languages.

## **2. MINIMUM FINANCIAL CONTRIBUTION BY PRODUCERS**

- (a) The Canadian producer of a work will contribute a minimum of fifteen (15) percent of the total production budget.
- (b) The Irish producer of a work will contribute a minimum of fifteen (15) percent of the total production budget.
- (c) In the case of a multipartite work with a third-State producer, the minimum contribution of each of the producers will not be lower than ten (10) percent of the total production budget.

## **3. KEY POSITIONS**

All eight (8) key positions may be filled by one or more nationals of either Party or as follows:

- (a) At least seven (7) of the eight (8) key positions in the production of a work will be filled by:
  - (i) one or more Canadian nationals; and
  - (ii) one or more Irish nationals.
- (b) The remaining key position in the production of a work from subparagraph (a) may be filled by a third-State national or a non-party national.
- (c) Notwithstanding subparagraph (a), in a high budget work, a second key position out of the eight (8) in the production of the work, may be filled by a third-State national or a non-party national. Thresholds for high production budgets will be defined by the administrative authority of each Party.

## **4. LOCATION AND TECHNICAL SERVICES**

- (a) A work will be produced in the territory of a Party and may also be produced in the territory of a third-State producer.

- (b) The administrative authorities may, by mutual written consent, allow a work to be produced in the territory of a third-State or a non-party for storyline and/or creative reasons.
- (c) The administrative authorities may, by mutual written consent, allow technical services to be provided in the territory of one or more third-State or non-parties provided that producers demonstrate the non-availability of those services in the territory of either Party and provided that the value of such services does not exceed twenty-five (25) percent of the total production budget of a work.

## **5. DUBBING**

- (a) All dubbing services of a work, in English and French or the other Party's official language(s), will be performed in the territory of one of the Parties or of a third-State producer.
- (b) Where a producer can reasonably demonstrate that the dubbing capacity does not exist in the territory of either Party or of a third-State producer, the administrative authorities may by mutual consent allow the dubbing to be performed elsewhere.

## **6. MODIFICATION**

The Parties may modify the provisions of this Annex, through the mutual written consent of their competent authorities, provided that these modifications do not conflict with the Treaty.