**New Zealand Film Commission**

**FACT SHEET**

**Official Co-Production Certification**

**The Assessment Process & Criteria**

January 2025

You are encouraged to read this fact sheet carefully alongside the Official Co-Production Certification guidelines and the relevant treaty(s). If you have any questions, or need this information in a different format, please email co-productions@nzfilm.co.nz.

### Assessment criteria

Co-production applications received by the NZFC are assessed by staff and presented to the NZFC’s Co-production Certification Committee for formal approval.

When making a recommendation to the Certification Committee, NZFC staff ensure that a project is compliant with the terms and conditions of the relevant co-production treaty(s) and check:

* the personnel involved in the project;
* the location of the production;
* the co-producers’ respective financial contributions to the project;
* whether the New Zealand side has met the minimum financial contribution requirement;
* the amount of spend in each territory;
* the creative contribution of each side;
* proportionality: financial, spend and creative contributions are reasonably aligned; and
* the content of the co-producers’ agreement.

### Personnel

The general principle when it comes to co-productions is that every person participating in the making of a co-production must be a citizen or permanent resident of one of the co-producing countries.

Cast and crew from countries other than the co-producing treaty partner territories are referred to as “third-party nationals” or “non-party nationals.” For the purposes of these guidelines, we use the term “third-party nationals” to refer to both.

Third-party nationals can only participate in your co-production in specified limited circumstances and only with **prior written approval** of all the competent authorities involved.

In summary, these exceptions are as follows:

* **Cast:** Where the script or financing dictates some third party nationals may be engaged. Applicants will need to justify that the script or the financial arrangements require the third-party actor. Where the use of a third-party actor has been approved, the NZFC would also consider it reasonable that a third-party casting agent be approved.
* **Locals on Location Shoots**: If location shooting outside the co-producing treaty partner territories is approved (see separate section below), some specified local personnel (as outlined in the relevant treaty) in that country may be engaged.
* **Technical Personnel**: Under some treaties, technical personnel not available from the co-producing treaty partner territories may be engaged.
* **EU/EEA & UK Nationals**: When it comes to co-productions with a European partner, nationals or permanent residents of one [European Union](https://europa.eu/european-union/about-eu/countries_en#the-28-member-countries-of-the-eu) (EU) Member State or an European Economic Area (EEA) country are considered to be nationals or permanent residents of all others. This means that, in the case of a New Zealand co-production with Denmark, France, Germany, Ireland, Italy, Poland and Spain, any EU/EEA nationals may take part in the making of the project. When it comes to co-production projects between New Zealand and the United Kingdom, the BFI and the NZFC have agreed to allow the participation of EU/EEA nationals with the prior approval of both competent authorities. However, in the case of a New Zealand co-production with Denmark, France, Germany, Ireland, Italy, Poland and Spain, the NZFC recommends that your EU/EEA producer engages with their relevant European competent authority regarding that entity’s policy on approving UK nationals.
* **Australians**: Pursuant to an agreement between Screen Australia and the NZFC, Australian citizens and permanent residents are considered to be New Zealand citizens or permanent residents (and vice-versa) for the purposes of official co-productions. This means that Australian nationals can be contracted onto any New Zealand co-production and will be counted as New Zealanders. The exception to this is New Zealand-Australian co-productions. In this case, the actual citizenship or permanent residency of the participants, either New Zealand or Australian, is what is used for the points and expenditure tests.

The use of any third-party nationals outside the exceptions outlined above and without prior approval of all the competent authorities involved will mean the project will be ineligible as a co-production. We strongly recommend that you liaise with the NZFC before making any decisions about the use of third-party nationals.

### Executive Producers

An executive producer on a co-production is not considered to be part of the making of the project as their role is usually financial, not creative, which means you can have third-party executive producers on your project. It is similarly possible to have third-party associate producers and assistant producers; the key requirement is that the lead producer is from one of the co-producing countries.

Your co-producer should, however, confirm what their competent authority’s requirements are in relation to other producer roles. For instance, Telefilm Canada has specific criteria relating to credited producer roles, to which your production will need to adhere in the case of a New Zealand-Canada official co-production.

### Writers

It is a requirement that writers for all co-productions are nationals of the co-producing territories, with the exception of the New Zealand-Canada treaty. This means that third-party nationals cannot be screenwriters for official co-productions.

Subject to the terms of the relevant treaty and with the approval of the relevant competent authorities, a writer who is not a national of one of the co-producing treaty partner territories can contribute to the script/treatment, provided they are not credited as a writer of the script/treatment.

The NZFC doesn’t consider underlying works to be part of the project’s production, so there is no problem with third-party nationals being given a “story by” or “based on the novel by” credit. This means that you can option a work from outside the co-producing treaty partner territories, including countries where there are no treaties with New Zealand in force.

### Location of the production

Unless the competent authorities agree otherwise, the project must be made in the co-production territories and in proportion to the financial contributions (i.e. the majority of the work should be undertaken in the territory of the majority co-producer).

Co-producers may seek the competent authorities’ prior approval to undertake location filming in a non-party territory. Generally, this would only be approved where the setting or subject matter requires the use of a specific location. This does not apply to animated projects, as animations are produced in a studio and are not dependent on a physical filming location to achieve their ‘on-screen setting’.

Music composition can be undertaken anywhere, but the composer must be a national of one of the co-producing treaty partner territories.

### Financial contribution

In your co-production application you must divide the finance plan between the co-producers to determine the proportion of finance contributed by each co-producer. This division is referred to as the “co-production split”.

The way the split is calculated is not solely at your discretion. Some aspects of a finance plan are inherently connected to the nationality of one of the co-producers, in that the financial support can only be provided by a co-producer of a given nationality. This includes:

* Equity and any other financial support provided by national or regional screen bodies, which is considered to be contributed by the co-producer of that treaty partner territory (e.g. NZFC equity investment is automatically considered a financial contribution of the New Zealand co-producer and cannot be assigned to the other co-producer).
* Cash/tax rebates and other incentives tied to the nationality of a co-producer which must be contributions of that co-producer.
* Pre-sales, licence fees and distribution guarantees for each co-producer’s “home” territory, which must be contributions of that co-producer.

This means that New Zealand contributions from any of the above sources must be reflected on the New Zealand side of the “split” (and the corresponding equivalent applies for your co-producer). Remaining aspects of the finance plan are not considered to be automatically contributed by either co-producer, which means they should be allocated according to whichever co-producer brought that aspect of finance to the project.

In many cases, finance is jointly contributed, and producers can therefore determine the “split” for these monies as negotiated by the co-producers and then outlined in the Co-Producers’ Agreement. Contributions such as gap loans, equity from third parties, presales or distribution guarantees from other territories or an advance against “Rest of World” sales can be attributed to either, or both, co-producers according to what works for the co-producers.

A finance plan in a provisional co-production application cannot be speculative; you must be able to document, to some extent, each aspect of the finance plan (except for contributions which are automatic, such as tax incentives). As such, if your finance plan includes unconfirmed NZFC production funding, your provisional co-production application will not be assessed by staff until the result of your NZFC production funding application is known. If your NZFC production funding application is unsuccessful, you will need to apply for provisional co-production approval with a revised finance plan, with any corresponding revisions to creative contribution and spend as required, supported by evidence of the finance plan’s viability.

### Minimum contribution

Each co-producer must bring a minimum percentage of the finance to the project. In general, under most of New Zealand’s treaties, the minimum financial contribution required from a co-producer to an official co-production project is 20% (or maximum 80%). Some co-production treaties specify a different minimum contribution. For example, New Zealand’s treaty with Canada specifies a minimum contribution of 15% for a two-country co-production and 10% for a co-production involving three or more countries.

### Expenditure

The percentage to be spent on the co-production project’s New Zealand elements must be in reasonable proportion (as determined by the NZFC) to the financing raised by the New Zealand co-producer. Relevant expenditure includes:

* New Zealand cast and crew fees and related expenses (e.g. per diems, travel and accommodation) whether they are in New Zealand or not.
* New Zealand facilities, equipment, goods and services costs.
* A proportion of the insurance costs, completion guarantee fee and other general expenses.
* Legal costs incurred by the New Zealand co-producer.
* The cost of any third country goods or services incurred by the New Zealand co-producer.

Expenditure on New Zealand elements for the purposes of a co-production is unlikely to be the same as Qualifying New Zealand Production Expenditure (QNZPE) for the purposes of the New Zealand Screen Production Rebate (NZSPR). For what qualifies as QNZPE, refer to the NZSPR Criteria.

### Creative contribution

Next, NZFC Staff check to see that your creative contribution is reasonably equivalent to your financial contribution. The creative contribution between the co-producing treaty partner territories is measured through a points test (see the attached annex).

As mentioned above, unless the competent authorities agree to grant an exemption, all key creatives involved in the production must be citizens or permanent residents of New Zealand or the co-producing treaty partner territory.

When it comes to assigning points in the creative points test, note that:

* In the case of a dual citizen, an individual cannot be treated as two different nationalities in the one application. They must be consistently treated as one or the other nationality. For example, a NZ/French writer and director must be either a New Zealand writer and director, or a French writer and director; their nationality cannot be different across the two roles.
* Producers (whether lead producer, associate producer, executive producer or otherwise) do not attract points because there must be, by definition, at least one producer from each of the co-producing treaty partner territories credited as co-producer on the co-production project.
* The splitting of points may be approved on a case-by-case basis. For example, where each co-producing treaty partner territory has one or more writers engaged on a series drama or if the subject matter or underlying work naturally relates to both territories.
* If your film is a feature documentary, you should complete the documentary points test and if your film is a feature animation, you should complete the animation points test.

Some co-production treaties specify different requirements or use a different points test (e.g. the NZ-Canada Treaty) to assess the creative elements. In the case of the New Zealand-Australia MOU, for example, where a feature film or television drama co-production involves majority Australian financing, then at least one of the principal cast roles must be filled by an Australian national.

In the case of a New Zealand co-production with Canada, one of the key positions identified for the points test *may* be filled by a third-party national, and in the case of a “high-budget work”, the competent authorities may, by mutual written consent, allow a second third-party national to fill one of those key positions. In the context of assessing Canadian and New Zealand co-production projects, the NZFC and Telefilm Canada have agreed that “high budget” means a budget of NZ$9m or greater (in the case of a feature film) and NZ$12m or greater (in the case of a full-length television series i.e. seven or more episodes). For other formats, please contact co-productions@nzfilm.co.nz.

### Proportionality

The general principle for all official co-productions is to achieve a balance[[1]](#footnote-2) in financing, expenditure and creative contributions from each co-producing partner. This means that we check to see that your creative contribution to a co-production project is reasonably aligned with your expenditure and financial contribution. For example, if the New Zealand side is bringing 40% of the finance to the project, it is generally expected that 40% of the production’s budget is spent in New Zealand and that at least 40% of the creative roles are filled by New Zealanders.

### Co-Producers’ Agreement

Each treaty specifies that the co-producers must enter into a co-production agreement between themselves outlining their relevant rights and responsibilities. The specific requirements that must be addressed in the co-producers’ agreement vary according to the requirements of each co-production treaty.

Generally, the requirements include references to the relevant co-production treaty or treaties under which the project is being made, the financial split, the budget, finance plan, cash-flow schedule, revenue sharing, contingencies to cover non-approval of the co-production application by a competent authority and mechanisms for dispute resolution. Further, the NZFC requires that the New Zealand co-producer retains a share of copyright in the co-production. This refers to copyright in the finished film, not copyright in any underlying work.

The NZFC also requires that the Co-Producers’ Agreement includes reference to the following on-screen credits:

* A ‘producer’ or ‘produced by’ credit for the New Zealand co-producer (not a ‘co-producer’ or ‘co-produced by’ credit); and
* A credit in the form of ‘A New Zealand–[Country] Co-Production’ or similar, with the majority co-producing treaty partner territory placed first.

Provisional co-production approval will not be given until the draft co-producers’ agreement accords with the requirements of the relevant co-production treaty(s).

### Need more help?

The NZFC recognises that every co-production project and co-producer relationship is different, and as such you are encouraged to engage with NZFC staff early in your planning process to discuss the specifics of your project. Please contact the NZFC Co-Production and Incentives team to schedule a meeting in person, by Teams/Zoom or by phone. We also encourage you to check out the [FAQs](https://www.nzfilm.co.nz/sites/default/files/2024-10/Co-production%20Frequently%20Asked%20Questions.pdf) on our website.

### Contact Details

Co-Production and Incentives Team, New Zealand Film Commission
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P: PO Box 11 546, Wellington 6142, New Zealand

# ANNEX: Creative Contribution Points Test

### Non-Canadian Co-Productions

The following creative contribution test applies to all of New Zealand’s co-production arrangements, with the exception of Canada. For projects involving Canada, please refer to the tables overleaf.

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| Feature Film or TV Drama (15 points required) | *N.B. Allocate points to either New Zealand or the co-producing partner territory.* |
| Compulsory Points (allocate all 10 points below) | Discretionary Points (select 5 points from below) |
| **Writer (2 points)** | Composer (1 point) |
| **Director (2 points)** | Costume Designer (1 point) |
| **DOP (1 point)** | Production Designer (1 point) |
| **Editor (1 point)** | Script Editor (1 point) |
| **Cast – 4 principal roles (4 points))** | Sound Designer (1 point) |
| Underlying Work (1 point) |
| VFX Supervisor (1 point) |
| Other senior key role specific to the film such as choreographer, special make-up design, etc. (1 point) |
|  |  |
| Documentary (10 points required) | *N.B. Allocate points to either New Zealand or the co-producing territory.* |
| Compulsory Points (allocate all 6 points below) | Discretionary Points (select 4 points from below) |
| **Writer (2 points)** | Composer (1 point) |
| **Director (2 points)** | Researcher (1 point) |
| **DOP (1 point)** | Narrator (1 point) |
| **Editor/Picture Editor (1 point)** | Sound Designer, Recordist, Sound Editor or Mixer (1 pt) |
| Underlying Work/Subject Matter (1 point) |
| Other senior key role specific to the film such as underwater DOP, art director, VFX supervisor, etc (1 pt) |
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| Animation (13 points required) | *N.B. Allocate points to either New Zealand or the co-producing territory.* |
| Compulsory Points (allocate all 9 points below) | Discretionary Points (select 4 points from below) |
| **Writer (2 points)** | Sound Designer (1 point) |
| **Director/Animation Director (2 points)** | Underlying Work (1 point) |
| **Key Animator (1 point)** | Key Model Designer (1 point) |
| **Storyboard Artist (1 point)** | Voice/Actors Director (1 point) |
| **Voices – 3 principal roles (3 points)** | Other senior key role specific to the film such as 3D modeller, digital composer, previs animator, etc. (1 pt) |

Please note the following considerations for the “Underlying Work/Subject Matter” point:

* **Feature Film or TV Drama & Animation**: This point is intended to be used in situations where the production is an adaptation of a pre-existing work (i.e. a novel, stage play or otherwise).
* **Documentary**: The NZFC is prepared to accept the allocation of this point where the subject matter relates to either New Zealand and/or the other co-producing territory.

Please note the following for the “other senior key role” point:

* You must demonstrate that the role in question is vital for the film. For example, if your film is a martial arts feature, it may be possible to allocate a point to the fight choreographer. You will need to add a brief statement in support of your allocation of this point in your application. The NZFC ultimately reserves the right not to accept the allocated discretionary point.

### Canadian Co-Productions

If you are embarking on a New Zealand-Canada official co-production, then you will need to use the following points test framework:

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| Animation (8 points required)*N.B. Allocate all points to either New Zealand or Canada.* |
| Compulsory Points (allocate all 8 points below) |
| **Director (1 point)** |
| **Screenwriter (1 point)** |
| **Music Composer or Sound Designer (1 point)** |
| **Lead Actor (Voice) or Second Lead (Voice) (1 point)** |
| **Animation Director (1 point)** |
| **Storyboard Supervisor or Picture Editor (1 point)** |
| **Special Effects Director / Stereoscopy Director (1 pt)** |
| **Layout Director (1 point)** |

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| --- |
| Documentary (8 points required)*N.B. Allocate all points to either New Zealand or Canada.* |
| Compulsory Points (allocate all 8 points below) |
| **Director (1 point)** |
| **Screenwriter or Researcher (1 point)** |
| **Music Composer (1 point)** |
| **Lead Actor or Narrator (1 point)** |
| **Second Lead Actor or Narrator (1 point)** |
| **Director of Photography (1 point)** |
| **Art Director or Production Designer (1 point)** |
| **Picture Editor (1 point)** |

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| Fiction (8 points required)*N.B. Allocate all points to either New Zealand or Canada.* |
| Compulsory Points (allocate all 8 points below) |
| **Director (1 point)** |
| **Screenwriter (1 point)** |
| **Music Composer (1 point)** |
| **Lead Actor (1 point)** |
| **Second Lead Actor (1 point)** |
| **Director of Photography (1 point)** |
| **Art Director or Production Designer (1 point)** |
| **Picture Editor (1 point)** |

1. As each co-production treaty is intended to benefit the economies, industry personnel, film studios and laboratories of the co-producing territories, each treaty typically requires a ‘balance over time’ of the financial and creative participation of the territories. [↑](#footnote-ref-2)