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No. 6199

**BELGIUM
and
ITALY**

**Agreement concerning relations in respect of films. Signed
at Rome, on 28 October 1961**

Official text: French.

Registered by Belgium on 8 June 1962.

**BELGIQUE
et
ITALIE**

**Accord sur les relations cinématographiques. Signé à
Rome, le 28 octobre 1961**

Texte officiel français.

Enregistré par la Belgique le 8 juin 1962.

[TRANSLATION — TRADUCTION]

No. 6199. AGREEMENT¹ BETWEEN BELGIUM AND ITALY
CONCERNING RELATIONS IN RESPECT OF FILMS.
SIGNED AT ROME, ON 28 OCTOBER 1961

The representatives of the Governments of the Kingdom of Belgium and of the Italian Republic,

Desiring to develop relations in connexion with the production and distribution of films, and

Taking into account their respective laws and regulations in the matter,

Have agreed as follows :

TITLE I

CO-PRODUCTION

Article 1

PRINCIPLE

The competent authorities of the two countries shall encourage the Belgian-Italian co-production of both full-length and short films of good quality.

Films so produced and covered by this Agreement shall be treated as films of national origin by the authorities of both countries.

Such films shall *ipso facto* benefit from the privileges accorded under the provisions which are at present in force or which may be promulgated in future in either country.

Such privileges shall accrue only to the co-producer of the country by which they are granted.

Article 2

CO-OPERATION

The script writers, production workers and technicians employed in producing co-production films shall be either Belgians or Italians benefiting, under Belgian regulations, from assistance to the film industry, or Italian nationals or persons deemed to be such under the laws or regulations in force in Italy.

¹ Came into force on 1 January 1962, in accordance with article 16. An exchange of letters marking the entry into force of the Agreement was carried out at Brussels on 5 February 1962.

Nevertheless, nationals of countries with which one of the Contracting Parties has signed a co-production agreement may be employed for the aforesaid purposes.

As an exceptional measure, nationals of other third countries may be employed if they are actors or actresses of international repute, subject to the importance and the demands of the part concerned, or are script writers or chief production executives.

For full-length films, the participation of the minority co-producer shall comprise at least :

- (1) producers and directors : two persons;
- (2) camera and sound teams : two persons;
- (3) actors and actresses, apart from extras : 20 per cent of the cast, unless a specific exception is made.

For other technicians and for cutting-room staff, the co-producers shall, if possible, employ a majority from the country in which the film is shot.

Article 3

SHOOTING

Co-production films shall be shot on the territory of one or both of the two countries.

Nevertheless, exceptions may be made by mutual agreement if the scene of the action or other valid reasons so require, or if the film is co-produced with a third country bound by a co-production agreement with Belgium or Italy.

Article 4

COPIES

The co-producers of films shall be co-owners of the negatives and shall have the right to retain and dispose of one fine-grain print or one internegative.

Article 5

PARTICIPATION

The contribution of the minority co-producer shall be not less than 30 per cent of the estimate approved by the competent authorities of both countries for the film.

Nevertheless, for films of exceptional importance and provided the said authorities agree beforehand, such participation may be reduced to 20 per cent.

Article 6

MARKETS AND RECEIPTS

In principle, receipts shall be divided in proportion to the share of the estimated costs borne by each co-producer.

The contract clauses providing for the division of receipts and markets among co-producers shall be approved by the competent authorities of both countries.

Article 7

DESIGNATION AND PARTICIPATION IN FESTIVALS

Co-production films released shall display the designation "Belgo-Italian co-production" or "Italo-Belgian co-production".

This designation shall appear in a separate frame in the opening credit titles. It shall also be included in the paid advertising relating to the showing of the film at artistic and cultural events, particularly at international competitions, and in all communications concerning such films.

Such films shall be shown at international festivals by agreement between the co-producers.

In the event of dispute, such films shall be entered by the country of the co-producer having the majority participation; films in which each producer has participated to an equal extent shall be entered by the country of which the director is a national.

Article 8

AUTHORIZATION

Applications for authorization accompanied by co-production plans shall be filed before shooting starts, with all documents which the competent authorities of the two countries deem necessary.

No contract concluded between the producers of the two countries under the provisions of this Agreement shall be valid until the authorization of the aforesaid authorities has been obtained.

Exchange of authorizations shall be the responsibility, on the Belgian side, of the General Directorate of Trade attached to the Ministry of Economic Affairs and Power and, on the Italian side, of the General Directorate of Recreation attached to the Ministry of Tourism and Recreation.

Article 9

CO-PRODUCTION WITH THIRD COUNTRIES

The authorities of the two countries shall give favourable consideration, in each individual case, to the co-production of quality films by Belgium, Italy and countries with which both have valid co-production agreements.

The minority participation of one country shall not be less than 20 per cent.

Article 10

FACILITIES

Every facility shall be afforded for the travel and accommodation of artistic and technical personnel working on these films, as well as for the import or export by either country of the material needed for the production and showing of the co-production film (raw film, technical material, costumes, *décor*, publicity material).

Article 11

TEMPORARY PROVISIONS

The co-production clauses of this Agreement shall enter into force only if, under Belgian and Italian legislation, co-production films produced in conformity with the reciprocity clauses of this Agreement may be deemed national films, in all respects, in each of the two countries.

All co-production films recognized as such by the Italian authorities, subject to the above-mentioned condition, shall be accorded definitively the privileges attaching to co-production, as soon as that condition has been fulfilled.

TITLE II

EXCHANGE OF FILMS

Article 12

PRINCIPLE

Subject to the laws in force regarding customs matters, morality and public safety, no restriction shall be placed by either Contracting Party upon the sale, import and exhibition of full-length and short films, whether in the original or in a dubbed version.

Each Contracting Party shall give all possible facilities in its country for the distribution of films originating from the other country.

TITLE III

GENERAL PROVISIONS

Article 13

STUDY GRANTS

In order to promote artistic and technical relations between Belgium and Italy in the field of cinematography, the competent Italian authorities shall

make available three two-year grants (for the academic years 1962-63 and 1963-64) tenable at the Centro Sperimentale per la Cinematografia, Rome.

These grants shall be allocated, on the recommendation of the competent Belgian authorities, to three Belgian nationals, in accordance with conditions communicated by the competent Italian authorities.

Article 14

CURRENCY TRANSFERS

All currency transfers resulting from the implementation of this Agreement shall be effected in accordance with the relevant regulations of the two countries.

Article 15

JOINT COMMISSION

A Joint Commission composed of governmental and professional experts appointed by the competent authorities of the two countries shall be established for the purpose of observing and facilitating the implementation of this Agreement and suggesting, if necessary, amendments to it and conditions for its renewal.

The Commission shall in particular supervise the artistic, technical and labour contributions, from each side, to all co-productions; it shall meet alternately in Belgium and Italy at least once a year and, in addition, at the request of either of the Contracting Parties.

Article 16

VALIDITY

Subject to the approval of the competent authorities of the two countries, this Agreement shall enter into force on 1 January 1962.

The said approval shall be communicated by an exchange of notes.

The Agreement shall remain in force for two years and shall be renewable for further periods of two years, by tacit agreement, unless denounced by one of the Contracting Parties three months before the date of its expiry.

Rome, 28 October 1961

Chairman of the Belgian
delegation :

(Signed) J. CUVELIER

Chairman of the Italian
delegation :

(Signed) N. DE PIRRO