

No. 11412

**BELGIUM
and
ISRAEL**

**Agreement on film co-production. Signed at Brussels on
8 October 1971**

Authentic texts: French, Dutch and Hebrew.

Registered by Belgium on 22 November 1971.

**BELGIQUE
et
ISRAËL**

**Accord sur la coproduction en matière de cinématographie. Signé
à Bruxelles le 8 octobre 1971**

Textes authentiques: français, néerlandais et hébreu.

Enregistré par la Belgique le 22 novembre 1971.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
KINGDOM OF BELGIUM AND THE GOVERNMENT OF
THE STATE OF ISRAEL ON FILM CO-PRODUCTION

The Government of the Kingdom of Belgium and
The Government of the State of Israel,

Desiring to develop co-operation between their film industries and the exchange and distribution of their films, and anxious to promote the co-production of films calculated, by their artistic and technical qualities, to enhance the prestige of the two countries,

Have agreed as follows:

Article 1

Co-production films 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 the future in either country.

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

The co-production of films by the two countries must receive the approval of the competent authorities of the two countries, namely:

In Belgium: The Trade Directorate of the Ministry of Economic Affairs, after consultation with the cultural Departments;

In Israel: The Israeli Film Centre.

Article 2

For a film to be treated as a co-production film, the co-producers must prove that they have the requisite financial means for completing production of the film.

¹ Came into force on 8 October 1971 by signature, in accordance with article 13.

The films must be produced by directors, technicians and artists who are of Israeli or Belgian nationality or who reside in either country.

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

As an exceptional measure, nationals of other countries may, with the agreement of the authorities of the two countries, be employed if they are actors or actresses of international repute, depending on the importance and requirements of the part concerned, or script writers and chief production executives, due account being taken of the requirements of the film.

Article 3

Co-production films shall be shot in the territory of one of the two Contracting countries.

However, exceptions may be permitted by mutual agreement if the action of the film and the technical conditions of its production so require or if the film is co-produced with a third country bound by a co-production agreement with Israel or Belgium.

Article 4

Each co-production film shall comprise two negatives, or at least one negative and one fine-grain print. Each co-producer shall be the owner of one negative or one fine-grain print and shall have the right to use it to make another fine-grain print or copies. Furthermore, each co-producer shall have the right to use the original negative, in the manner prescribed by the co-producers themselves.

Article 5

Films must be produced in the following manner:

The respective contributions of the producers of the two countries may range from 30 to 70 per cent per film and the minority participation shall not be less than 30 per cent of the production cost; each country's technical and artistic participation must be in the same proportion as its financial contribution. In any event, the technical and artistic participation must include at least one technician, one actor cast in a leading role and one actor cast in a supporting role who are nationals of the country having the minority financial participation.

Nevertheless, one Israeli or Belgian director shall be employed for each film.

The requirements laid down in the preceding paragraph may, as an exception, be waived by the competent authorities of the two countries.

In the case of other technical personnel and specialists, the co-producers must, if possible, recruit the majority from the country in which the film is being shot.

In exceptional cases, the minority participation may be reduced to 20 per cent with the agreement of the competent authorities of both countries.

Article 6

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. Where the co-production contract provides for the pooling of markets, each national market's receipts shall be paid into the pool only after national investments have been recovered and the subsidies or grants awarded by the authorities of the country deducted.

Article 7

The opening credit titles, trailers and publicity material of co-production films shall display the designation "Belgo-Israeli co-production" or "Israelo-Belgian co-production".

Such films shall be shown at international festivals by agreement between the countries of 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

Applications for authorization accompanied by co-production plans shall be filed at least thirty (30) days before shooting starts, together with a file comprising: a detailed scenario, a document concerning transfer of copyright

the draft co-production contract executed between the co-producing companies an estimate of costs and detailed financing plan, a list of the persons comprising the technical and artistic teams of the two countries and, lastly, a film work schedule.

No contract executed 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.

Article 9

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

In such a case the minority participation of one country shall not be less than 20 per cent.

Article 10

In each country, facilities shall be afforded for the travel and accomodation of artistic and technical personnel working on these films, as well as for the temporary entry into and re-export of the material needed for the production of the co-production film (raw film, technical material, costumes, properties, publicity material, etc.).

Article 11

Subject to the rules and regulations in force, no restriction shall be placed by either country upon the sale, import and exhibition of full-length or short films, whether in the original or in a dubbed version.

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

Article 12

A Joint Commission composed of officials and experts of the signatory countries shall examine and solve any difficulties arising out of the implementation of this Agreement and consider its possible revision.

During the period of validity of this Agreement, the Commission shall meet alternately in Israel and Belgium at the request of one of the Contracting Parties.

Article 13

This Agreement shall enter into force on the date of its signature.

It shall be concluded for a period of two years from the date of its entry into force. It shall be renewable for similar periods, by tacit agreement, unless denounced by one of the Contracting Parties three months before the date of its expiry.

DONE at Brussels on 8 October 1971, in the Dutch, French and Hebrew languages, the three texts being equally authentic.

For the Government
of the Kingdom of Belgium:

[Signed]

R. VAES

For the Government
of the State of Israel:

[Signed]

Z. BIRGER