

No. 22876

**BELGIUM
and
CANADA**

**Agreement on assistance to the film industry. Signed at
Brussels on 24 February 1984**

*Authentic texts: French, Dutch, German and English.
Registered by Belgium on 24 April 1984.*

**BELGIQUE
et
CANADA**

**Accord sur l'aide à l'industrie cinématographique. Signé à
Bruxelles le 24 février 1984**

*Textes authentiques : français, néerlandais, allemand et anglais.
Enregistré par la Belgique le 24 avril 1984.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF CANADA ON ASSISTANCE TO THE FILM INDUSTRY

The Government of the Kingdom of Belgium and
The Government of Canada,

Considering that it is desirable for their film industries to encourage Belgian and Canadian film co-production and to favour their economic development,
Have agreed as follows:

Article I. 1. Films which are co-produced and which qualify under the present Agreement are by right fully entitled to the economic benefits resulting from the provisions concerning the film industry which are in force or from those which may be decreed in each country.

In the following articles of the Agreement, the terms "film co-productions" refer to those which are entitled to economic assistance.

2. These benefits accrue solely to the producer of the country which grants them.

3. The co-production of short films is also authorized. A short film means a film of which the length does not exceed 1,600 meters in 35 millimeter format, or the corresponding length in other formats.

These films must be made within the framework of a balanced financial co-production and shall include the participation of a creative contributor of each of the two countries.

4. Films to be co-produced between the two countries shall be entitled to the economic assistance, provided previous approval is given by the Minister of Communications, for Canada, and by the Minister of Economic Affairs, for Belgium. These representatives of the Executive Power shall be referred to in the present text as the competent Authorities.

Article II. 1. In order to qualify for the benefits of the assistance to the film industry, films to be co-produced shall be undertaken by Canadian and Belgian producers who have good technical organization and sound financial backing.

2. Shooting shall be carried out in one or the other co-producing country. Location shooting, exterior or interior, in a country not participating in the co-production but having a co-production agreement with one of the two co-producing countries may be authorized, if the scenario or the subject of the film so requires.

Article III. 1. The films shall be made by Canadian or Belgian directors, or nationals of a member state of the European Economic Community, with the participation of technicians and performers of Canadian or Belgian nationality or permanent residents in Canada as defined in the Canada Income Tax Regulations, or nationals of a member state of the European Economic Community in Belgium.

¹ Came into force on 24 February 1984 by signature, in accordance with article XV(1).

2. Should the film so require, the participation of the performers and trained technicians who are not nationals of one of the co-producing countries may be permitted, subject to agreement between the competent Authorities of both countries.

Article IV. 1. The proportion of the respective contributions of the co-producers of the two countries may vary from thirty to seventy per cent for each film (30 to 70% for each film).

2. The human and technical participation (studios and laboratories) of each of the countries shall be in the same proportion as the financial resources of both countries.

3. The contribution of the minority co-production shall include an effective technical and artistic participation in creative staff, technicians and actors and be in proportion to his investment. In all cases such contribution shall include the participation of one technician, one performer in a leading role and one performer in a supporting role.

In exceptional circumstances, departures herefrom may be made jointly by the competent Authorities of both countries.

4. In exceptional cases, minority participation may be reduced to 20% with the agreement of the competent Authorities of both countries.

Article V. 1. Assistance may also be given to co-productions between Canada, Belgium and one or many countries with which one of the Contracting Parties has a co-production agreement.

2. The conditions of acceptance to the financial assistance for such films shall be determined in each case.

3. No minority contribution to such films shall be less than twenty (20) per cent of the budget. These contributions shall be approved only in exceptional cases and shall be determined in each case.

Article VI. All co-produced films shall have either two negatives or one negative and one duplicate negative. Each co-producer shall be the owner of one negative or one duplicate negative and shall be entitled to use it to make other duplicate negatives or copies. Moreover, each co-producer shall have access to the original negative in accordance with the conditions agreed upon between the co-producers.

Article VII. 1. At the minimum, two versions of each film shall be made from the following four languages: English, French, Dutch and German.

2. In practice, the original version shall be accompanied by at least one dubbed or subtitled version. This or these versions are made in either Canada or Belgium.

3. The choice shall be made by agreement between co-producers or, failing this, by the majority co-producer.

Article VIII. Subject to legislation and regulations in force when a film is co-produced, each Contracting Party shall facilitate the entry into, and temporary residence in its territory of the artistic and technical personnel of the other country. They shall similarly permit the temporary entry and re-export of any equipment necessary for the film to be co-produced.

Article IX. The sharing of receipts from the entire world, including Canada and Belgium, shall in principle be based on the percentage of the financial contributions of both countries. Contract clauses providing for the sharing of receipts or markets between co-producers shall be subject to approval by the competent authorities of both countries.

Where the co-production contract provides the common holding of markets, receipts from each national market shall be allocated to the common fund when the economic subsidies granted by the competent Authorities have been taken off.

Article X. Approval of a co-production proposal by the competent Authorities of both countries is in no way binding upon them in respect of the granting of permission to show the film.

Article XI. Where a film co-production is exported to a country that has quota regulations:

- a) It shall in principle be included in the quota of the country of the majority co-producer;
- b) If the respective contributions of the co-producers are equal, it shall be included in the quota of the country that has the best opportunity of arranging for its exhibition;
- c) If any difficulties arise, it shall be included in the quota of the country of which the director of the film is a national;
- d) If one of the co-producing countries enjoys unrestricted entry of its films into the importing country, film co-productions shall, like national films, be, by right, fully entitled to such unrestricted entry.

Article XII. 1. Film co-productions shall, when shown, be identified as follows: "This co-production is a recipient of 'Belgium-Canada' or 'Canada-Belgium' assistance to the film industry."

2. Such identification shall appear in the credit title, in all commercial advertising, when the films are shown at international events, in particular, at international festivals.

Article XIII. The competent Authorities of both countries shall jointly establish the rules of procedure for assistance to the film industry, taking into account the legislation and the regulations in force in Canada and Belgium.

Article XIV. 1. The competent Authorities of both countries shall examine the implementation of this Agreement as necessary in order to resolve any difficulties arising of its application.

2. A meeting of a Joint Film Commission shall take place in principle once every three years and it shall meet alternately in the two countries.

However, the Commission may convene for extraordinary sessions at the request of one of both competent authorities, particularly in the case of major amendments to the regulations governing the assistance to a film or where the application of this Agreement presents serious difficulties.

3. The delegations to the Joint Commission are chaired by:

- In Canada, a representative appointed by the Minister of Communications;
- In Belgium, a representative appointed by the Minister of Economic Affairs.

4. Officials and experts appointed for this purpose support them.

5. Disputes which may arise during the application of the Agreement shall be dealt with on a priority basis by contacts between the competent administrations in order to let the Joint Commission deal only with disputes on fundamental issues.

Article XV. 1. The Present Agreement shall come into force on the day of its signature.

2. It shall be valid for a period of three years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other of the Contracting Parties gives notice of termination six (6) months before the expiry date. However, film co-productions in progress at the time of notice of termination of the Agreement by either party, shall continue to benefit fully until completion from the conditions of this Agreement. Even after its expiry, the co-production Agreement shall continue to apply to the liquidation of receipts from film co-productions under this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose, have signed this Agreement.

DONE in duplicate at Brussels, on this 24th day of February 1984, in the English, French, Dutch and German languages, each version being equally authentic.

For the Government
of the Kingdom of Belgium:

[Signed]¹

For the Government
of Canada:

[Signed]²

¹ Signed by M. Eyskens.

² Signed by F. Fox.