

No. 27605

**FRANCE
and
MOROCCO**

**Agreement on the co-production and exchange of films (with
annex). Signed at Rabat on 27 July 1977**

Authentic text: French.

Registered by France on 30 October 1990.

**FRANCE
et
MAROC**

**Accord de coproduction et d'échanges cinématographiques
(avec annexe). Signé à Rabat le 27 juillet 1977**

Texte authentique : français.

Enregistré par la France le 30 octobre 1990.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON THE CO-PRODUCTION AND EXCHANGE OF FILMS BETWEEN FRANCE AND MOROCCO

The Government of the French Republic,

The Government of the Kingdom of Morocco,

Being anxious to develop and expand cooperation between their film industries, have decided to encourage the co-production of films which, by virtue of their artistic and technical merits, are likely to enhance the prestige of the two countries, especially in the cultural field, and to develop exchanges of films between them, and to this end have agreed as follows:

I. CO-PRODUCTION

Article 1

Co-production films covered by this Agreement shall be treated as films of national origin by the authorities of the two countries.

Such films shall enjoy as of right the privileges accorded under the provisions which are in force or which may be enacted in each country.

The making of co-production films by the two countries shall require the approval, after mutual consultation, of the competent authorities of the two countries:

In France: Le Centre National de la Cinématographie,

In Morocco: The Moroccan Cinematographic Centre.

Article 2

In order to enjoy co-production privileges, films must be made by producers who have a good technical and financial organization and professional experience recognized by their national authority.

Article 3

Each co-production film shall comprise one negative, duplicate, inter-negative or inter-positive.

Each co-producer shall be the owner of one of the above-mentioned items and of an international sound track.

Article 4

The making of films shall be subject to the following conditions:

The respective contributions of the producers of the two countries to each film may vary between 30 and 70 per cent; in exceptional cases, the minority participa-

¹ Came into force on 20 October 1989, i.e., 30 days after the date of the last of the notifications (of 29 May and 20 September 1989) by which the Parties had informed each other that it had been approved, in accordance with article 17.

tion may be reduced to 10 per cent, with the agreement of the competent authorities of the two countries; each co-production film must involve effective artistic and technical participation by both sides.

Article 5

Films must be made by directors, technicians and artists who are French or Moroccan nationals or have resident status in France.

By way of exception, the participation of a performer who is not a national of either country may be permitted.

The requirement to shoot the exterior scenes of a film in the national territory may be waived to the extent that the script so warrants.

Article 6

Receipts shall be divided in proportion to the contribution of each co-producer.

Such division shall take the form of either a sharing of receipts or a geographical division — in which case any difference in size between the markets of the signatory countries shall be taken into account — or a combination of the two; this division shall be approved according to each country's own procedures.

Article 7

In principle, export arrangements for co-production films shall be made by the majority co-producer.

Unless otherwise specifically agreed by the co-producers, export arrangements for films where the contributions referred to in article 4 are equal shall be made by the co-producer having the same nationality as the director.

In the case of countries which impose import restrictions, the film shall be charged against the quota of the country having the better export opportunities; in the event of difficulties, the film shall be charged against the quota of the country of which the director is a national.

Article 8

Credits, trailers and advertising material for films made under this Agreement shall indicate that the film is a Franco-Moroccan co-production.

Unless otherwise mutually agreed, co-production films shall be presented at international showings and festivals by the country of the majority co-producer or, in the case of films where the contributions are equal, by the country of which the director is a national.

Article 9

An overall balance must be sought, both artistically and with regard to the use of the technical facilities of the two countries, especially studios and laboratories.

Article 10

The competent authorities of the two countries shall give favourable consideration to the making of co-production films of international quality by the French Republic and the Kingdom of Morocco and by countries with which either of them as co-production agreements.

The terms on which such films are approved shall be considered on a case-by-case basis.

Article 11

Every facility shall be afforded for the travel and stay of artistic and technical personnel working on these films and for the import and export to and from each country of material needed for the making and exploitation of co-production films (raw film, technical material, costumes, sets, advertising material, etc. . .).

II. EXCHANGE OF FILMS

Article 12

Subject to the laws and regulations in force, the export, import and exploitation for commercial purposes of film prints shall not be subject to any restriction by either side.

III. GENERAL PROVISIONS

Article 13

The competent authorities of the two countries shall communicate to each other full information concerning co-productions and exchanges of films and, in general, all particulars concerning relations between the two countries in respect of films.

Article 14

The competent authorities of the two countries shall facilitate in their own territory, within the framework of the laws and regulations in force, the shooting of national films of the other country.

Article 15

A Mixed Cinematographic Commission shall have the task of considering methods of implementing this Agreement, resolving any difficulties and studying such amendments as may be desirable with a view to developing cooperation in the film industry in the common interest of the two countries.

For such time as this Agreement remains in force, this Commission shall meet in principle each year, alternately in France and Morocco; it may also meet in the event of any substantial amendments to either the laws or the regulations applicable to the film industry.

Article 16

The remittance of receipts in respect of co-production films made in accordance with this Agreement shall not be affected by the termination of the Agreement and shall, in that event, continue on the terms previously laid down under the provisions of article 6 above.

Article 17

The two Governments shall notify each other of their approval of this Agreement; the Agreement and its annex, which shall constitute an integral part thereof, shall enter into force 30 days after the second such notification.

The Agreement is concluded for a period of two years from the date of its entry into force; it shall be automatically renewed for successive periods of two years, unless denounced by one of the Parties three months before the date of its expiry.

DONE at Rabat, on 27 July 1977, in duplicate.

For the Government
of the French Republic:

[Signed]

JEAN-BERNARD RAIMOND
Ambassador of France to Morocco

For the Government
of the Kingdom of Morocco:

[Signed]

AHMED TAIBI BENHIMA
Minister of State for Information

ANNEX

IMPLEMENTATION PROCEDURE

In order to benefit from the provisions of the Agreement, producers of each country, one month before the shooting of the film is to begin, must attach to their co-production applications, submitted to their respective authorities, a set of documents including the following:

- A detailed script;
- A document concerning the acquisition of film rights;
- The co-production contract between the co-producers;
- A cost estimate and a detailed financing plan;
- A list of the technical and artistic personnel;
- A production schedule.

The authorities of the country having the minority financial participation shall give their consent only after receiving the views of the authorities of the country having the majority financial participation.

[Signed]

JEAN-BERNARD RAIMOND
Ambassador of France to Morocco

[Signed]

AHMED TAIBI BENHIMA
Minister of State for Information
