

**AGREEMENT
ON
AUDIOVISUAL CO-PRODUCTION**

BETWEEN

**THE GOVERNMENT OF THE FRENCH SPEAKING
COMMUNITY OF BELGIUM**

AND

THE GOVERNMENT OF THE REPUBLIC OF CHILE



The Government of the Republic of Chile and the Government of the French Speaking Community of Belgium, hereafter referred to as 'the Parties',

Considering that it is desirable to establish a framework for film and audiovisual relationships and, more specifically, for their co-productions,

Aware of the contribution that could result from quality co-productions to the development of film and audiovisual industries as well as to the increase of economic and cultural exchanges,

Convinced that this cultural and economic co-operation shall surely contribute to weave closer links between both Parties,

Considering the Belgian constitutional situation granting to the Communities and the Regions the competence to sign international treaties in the matters pertaining to their exclusive competencies, in accordance with the article 167 of the Belgian Constitution,

Considering the fact that the Communities are competent in Belgium in the matters of culture, in accordance with the article 4 of the Act of Institutional Reform of 8 August 1980,

Considering the Agreement on Cooperation signed in Brussels in January 1994 between the Republic of Chile and the French speaking Belgium,

Considering the framework agreement of cooperation signed the 31th of July 1997 between the Republic of Chile and the French speaking Belgium and the Walloon Region

Have agreed on the follows:

I. CO-PRODUCTION

Article 1:

For the purposes of this Agreement:

a) The term "audiovisual work" shall mean audiovisual works of any length, any format (feature films, telefilms, tv-series, webseries), any genre and on any medium, regardless of the type of work (fiction, animation, documentaries) complying with the applicable statutory and regulatory provisions of each Party;

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b) The term "audiovisual project" shall mean audiovisual works of any length, any format (feature films, telefilms, tv-series, webseries), any genre and on any medium, regardless of the type of work (fiction, animation, documentaries) that are in early development of stages such as script-development, budget and financial planning, etc.

c) The term "co-production" shall mean either the sum of actions needed for co-producing an audiovisual work between the Parties or the resulting product of such a joint work.

Article 2:

The "competent authorities" responsible for the implementation of this Agreement of each party are:

- For the Government of the Republic of Chile, National Council for Culture And Arts;
- For the Government of the French Community of Belgium: the Film and Audiovisual Center.

Article 3:

1. The audiovisual co-productions which will be ruled by this agreement are deemed to be national audiovisual works pursuant to the law prevailing on the territory of each Parties.

2. The audiovisual co-productions which are granted access to this agreement enjoy, as a right, on the territory of each of the Parties, the advantages resulting from the ruling provisions relating to the audiovisual industry or the provisions that could be promulgated later by each Party.

If requested, each competent authority shall communicate to the competent authority of the other party the list of texts relating to these advantages.

If these texts come to be modified, in whatever way by any of the Parties, the competent authority of the involved Party commits to communicate the contents of these changes to the competent authority of the other Party.

3. Requests to be provisionally benefited by this agreement should respect the procedures imposed on each Party and should comply with the minimal conditions set in Appendix 1 to this agreement (provisional approval).

Competent authorities shall communicate to one another every information regarding the access granting, the denial of access, the modification or the withdrawal of access granting requests.

Before rejecting a request, both competent authorities should consult.

In order to be definitely ruled by this agreement, audiovisual co-productions must be approved by the competent authorities at the latest four months after the theatrical release on the territory of one of the Parties, following the conditions set in Appendix 1 to this agreement (final approval).

Article 4:

1. To be ruled by this agreement, the audiovisual co-production should be produced by companies having a fair technical and financial organization and a professional experience acknowledged by the Party to which they pertain.

2. Major artistic and technical co-operators should either have the Chilean or the Belgian nationality or be a national of a member state of the European Union.

Each co-production should have major artists and technicians of both Parties to participate in it. The proportion of composition of main artists and technicians of the two Parties should be negotiated by the producers of the two Parties before the co-production is submitted to the responsible departments of the two Parties for approval.

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Nationals from others of the above-mentioned states, who are permanent residents in Chile or in Belgium, accordingly with the enforced legislation in each Party, shall be, for the application of this Article, considered as Chilean or Belgian nationals.

Performers not enjoying one of the above mentioned nationalities can exceptionally be accepted after agreement between both competent authorities, taking into account the requirements of the co-production.

3. Studio shootings should be preferably done in studios established in the territory of one of the parties.

4. In case the script or the action of the audiovisual work demands shootings made in natural settings in the territory of a third State that does not take part in the co-production, these shootings can be allowed after agreement of the competent authorities of the two Parties.

Article 5:

Audiovisual co-productions should be produced in compliance with the following conditions:

- a) The proportion of respective contributions of the co-producer(s) of each Party in a co-production can vary from 10 (ten) % to 90 (ninety) % of the agreed cost of the audiovisual work.
- b) Every co-production should comprehend, on both sides, an effective artistic and technical participation and comply with the respective conditions of agreement of each Party. Strictly financial co-productions are not granted access to this agreement.
- c) The participation of the minority co-producer should in any case at least comprehend:
 - 1) an author or a lead technician;
 - 2) an actor in a main role or two supporting actors or, provided previous agreement with the competent authorities, a second author or a second lead technician.
- d) The co-production of short length audiovisual works will only be allowed by both parties after consideration of the projects, case per case.



Article 6:

Each co-producer is co-holder of the tangible elements of the resulting audiovisual work.

The material should be registered to the joint names of the co-producers and be kept in a jointly agreed laboratory to which each co-producer should have access.

Article 7:

1. Subject to respect of the prevailing law and rules, all facilities should be granted for the circulation and the stay of artistic and technical staff members co-producing those audiovisual works, as well as for the import or export from and to each country of material (reels, technical material, costumes, setting elements, advertisement material, etc.) required for the production and the exploitation of the audiovisual work

2. As far as the French Speaking Community of Belgium is concerned, the facilities granted in article 7 exclude the matters falling under the competences of the Belgian federal government.

Article 8:

The Parties should find a general balance between the artistic and technical contributions and the financial ones: this balance should be evaluated by the Joint Committee foreseen at article 13.

To reach this evaluation, the competent authorities of both Parties - on the basis of the files for the access granting procedure of a co-production to this Agreement - establish a recapitulative list of all subsidies and financing sources. The analysis of the general balance should, among other things, rest on:

- the breakdown of the confirmed subsidies and financing sources to co-productions for the reference year, whereby the appreciation of this breakdown occurs on the basis of the global amount of the budgets of mentioned co-productions;
- the taking into account, beyond the number of co-productions from both Parties, of the audiovisual works pre-sold by the distributors and broadcasters of both Parties to the profit of the producers of those audiovisual works during the reference year and of the amount of these pre-sales;



- the breakdown of Chilean investments, on the one hand, and of the Belgian ones on the other hand, in Chilean-Belgian co-productions.

The competent authorities of both Parties shall assess on a regular basis whether such balance resulting under the provisions of this Agreement has been achieved. In the event that such balance has not been achieved, they shall decide on the necessary steps to be taken.

Article 9:

1. Credits, trailers and all promotional material of co-productions in the framework of this agreement should mention the official coproduction between the Republic of Chile and the French speaking Community of Belgium.
2. The presentation in festivals of resulting co-productions should be ensured by the Party of the majority co-producer, except if otherwise agreed by the co-producers.

Article 10:

Receipts from the exploitation of the co-produced audiovisual work shall be divided, in principle, in proportion to the overall contribution of each co-producer. Financial arrangements made by co-producers and the areas for the division of receipts shall be subject to the approval of the competent Authorities of both countries.

This breakdown consists either in a sharing of the income, or a geographical sharing, or a combination of both formulas taking into account the differences of volume of the existing markets of the Parties.

Article 11:

1. The Parties agree that a co-production ruled by this agreement can be coproduced with one or more producers from States with which one or both of the Parties have concluded audiovisual co-production agreements.
2. The ruled conditions for such a multilateral co-production should be considered on a case-per-case basis.



II. DISTRIBUTION AND PROMOTION

Article 12:

1. The Parties agree to use the means available to enhance the distribution and promotion of the co-productions in each country.
2. The Parties shall consider the means available to enhance the reciprocal distribution and promotion of co-productions of one another.
3. The Parties acknowledge the necessity to promote audiovisual cooperation and cultural diversity by facilitating the acknowledgement of one another's reciprocal audiovisual production, among others through film and audiovisual education programs or programs to promote the participation in film festivals and markets.

III. JOINT COMMITTEE

Article 13:

A joint committee, composed by representatives designated by the competent Authorities of the Parties, will be created and commissioned to evaluate the terms of application of this agreement and to solve the potential disagreements and interpretations between the Parties regarding the agreement. The joint Committee could eventually consider the opinion of professional unions and guilds concerned by this agreement

The Joint Committee shall also study the eventual amendments proposed by any party in order to develop the audiovisual cooperation accordingly with the common interest of the Parties.

While the present Agreement remains in force, this joint Committee should meet at least every three years or communicate whenever necessary or upon request of one of the competent authorities, in case of substantial changes, either of the law, or of the regulation applicable to the audiovisual industry, among others.

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IV. INFORMATION EXCHANGE

Article 14:

The competent authorities of each Party shall transmit to the other one any information regarding co-production, film and audiovisual exchanges and, in general, any details relating to cinematographic and audiovisual relations between both parties.

V. DURATION

Article 15

This agreement is concluded for a period of three years. After this period it shall be automatically be renewed for similar periods.

VI. TERMINATION

Article 16

1. Each party may terminate this Agreement at any time by giving six (6) months' notice in writing through diplomatic channels to the other party.
2. The termination of this Agreement does not affect the rights and the obligations of the Parties relating with the execution of projects mutually agreed in the framework of this agreement, except opposite decision by both Parties.



VII. ENTRY INTO FORCE

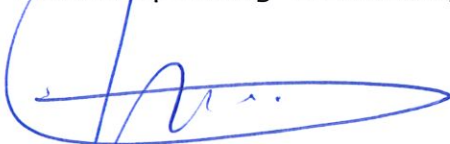
Article 17:

1. Each party shall notify the other in writing, through diplomatic channels, of the completion of its internal constitutional and legal requirements for the entry into force of this Agreement.
2. This Agreement shall enter into force on the first day of the second month following the date of the later of these notifications.

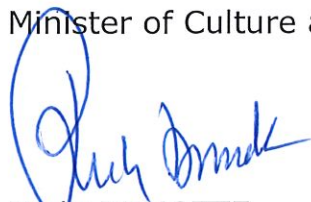
In witness whereof the undersigned representatives of the Parties, duly authorized by their respective governments, have signed this agreement.

Done at Brussels on the 12 of May 2017 in two copies, in the English language.

For the Government of the
French Speaking Community of Belgium

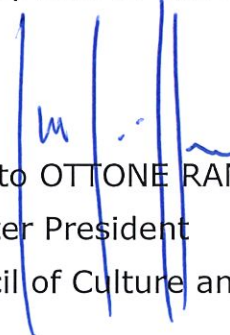


Alda GREOLI
Vice- Chair
Minister of Culture and Childhood



Rudy DEMOTTE
Chair- Minister

For the Government of
the Republic of Chile



Ernesto OTTONE RAMIREZ
Minister President
Council of Culture and Arts

APPENDIX 1 - ENFORCEMENT PROCEDURES

1) Provisional approval

The producers of each of both Parties should, to be granted access to this agreement, append to their request of access granting, at the latest 30 days before the beginning of the shootings, address to the competent authorities, a file including:

- a document concerning the acquisition of the author's rights for the exploitation of the audiovisual co-production;
- a synopsis providing accurate information on the nature of the topic of the audiovisual work;
- a list of the estimate technical crew and artistic cast;
- the provisional work plan with the indication of the amount of weeks of shootings (studios and outside) and of the countries (or regions) in which these shootings will take place;
- estimated and detailed budget and financial plan, including charges and resources of each Party;
- the co-production contract(s);
- or any other document requested by the authorities to examine the technical and financial sides of the project.
- The competent authority of the Party with minority participation only grants its approval after reception of the advice of the competent authority of the Party with majority participation.

2) Final approval

At the latest four months after the theatrical release on the territory of one of the Parties, the producers should address to their competent authorities a file including:

- an update of the provisional file;
- contracts or confirmations of commitment for director and cast and crew signed with each of concerned Party;
- promotion and broadcasting plans;
- beginning and ending credits.



**APPENDIX 2 - LIST OF THE STATES WITH WHICH BELGIUM
AND THE FRENCH SPEAKING COMMUNITY OF BELGIUM
HAS CONCLUDED CO-PRODUCTION AGREEMENTS**

Belgium:

France
Germany
Italy
Israel
Tunisia
Canada
Switzerland

French speaking Community of Belgium:

France
Portugal
Tunisia
Morocco
Italy
Switzerland
China
The Netherlands

NB: The Belgian Party commits to inform the Chilean Party of new agreements possibly concluded.



**APPENDIX 3 - LIST OF THE STATES WITH WHICH THE
REPUBLIC OF CHILE HAS CONCLUDED CO-PRODUCTION
AGREEMENTS**

Chile:

Argentina

Brazil

Venezuela

France

Italy

Canada

NB: The Chilean Party commits to inform the Belgian Party of new agreements possibly concluded.

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