

Audiovisual Co-production Agreement between the Hashemite Kingdom of Jordan and the Flemish Community

The Government of the Hashemite Kingdom of Jordan and the Government of Flanders,
Hereafter named “the Parties”,

Having regard to the Belgian Constitution, entrusting the Communities with exclusive competences for the matters coming under their authority, including the competence to conclude treaties and cooperation agreements;

Having regard to the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions (Paris, 20 October 2005), which recognises cultural diversity as a defining characteristic of humanity and strives to strengthen the creation, production, dissemination, distribution and enjoyment of cultural expressions, and which the Parties have ratified;

Considering that quality audiovisual co-productions contribute to the vitality of the respective audiovisual industries of both regions and to the development of their economic and cultural exchanges;

Considering that cultural diversity is nurtured by constant exchanges and interaction between cultures and that it is strengthened by the free flow of ideas;

Considering the desirability to establish a framework for their audiovisual relations and more specifically for their co-productions,

Convinced that this cooperation shall contribute to forging closer links between both Parties,

Have agreed as follows:

CHAPTER I: GENERAL PROVISIONS

Article 1. Scope of the agreement

§1. This agreement shall govern relations between the Parties in the field of audiovisual co-productions originating in the territory of the Hashemite Kingdom of Jordan or the Flemish Community, which comprises the following language areas of Belgium: the Dutch-speaking area and the bilingual Brussels-Capital area.

§2. This Agreement shall apply to audiovisual co-productions involving at least one production company or producer, established in each of the Parties’ territories.

Article 2. Competent and administrative authorities

§1. The competent authorities are

- (i) for the Flemish Community: Department for Culture, Youth and Media
- (ii) for the Hashemite Kingdom of Jordan: The Ministry of Culture

§2. The administrative authorities are

- (i) for the Flemish Community: Vlaams Audiovisueel Fonds
- (ii) for the Hashemite Kingdom of Jordan: The Royal Film Commission – Jordan (RFC)

§3. If a Party wishes to designate another authority as its administrative or competent authority, that Party shall notify the other Party in advance in writing through diplomatic channels.

Article 3. Definitions

§1. “Administrative authorities” shall mean the authorities designated in article 2§2, that approve the audiovisual co-productions for the Parties, and administer this co-production agreement.

§2. “Audiovisual work” shall mean a film, television or video production of any length or genre (fiction, animation, documentary), on any existing or future production medium intended for viewing, in accordance with the legislative and regulatory terms and conditions applicable in the Hashemite Kingdom of Jordan and the Flemish Community respectively.

§3. “Competent authority” shall mean the authorities designated in article 2§1, responsible for the application of this co-production agreement.

§4. “Audiovisual co-production” shall mean an audiovisual work made by one or more Jordan producers in conjunction with one or more Flemish producers, which has been recognised by the respective administrative authorities as an official co-production.

§5. “Co-producer” shall mean a production company or producer, established in the Hashemite Kingdom of Jordan or in the Flemish Community (comprised of the following linguistic areas of Belgium: the Dutch-speaking area and the bilingual Brussels-Capital area), who manages the production of an audiovisual co-production and who is bound

by a coproduction contract. As regards third-party co-productions under Article 10, the coproducer may be a production company or producer established in a third country.

§6. “Third party” shall mean a State which has a coproduction agreement or memorandum of understanding with at least one of the Parties and which has a producer involved in the work.

CHAPTER II: RULES APPLICABLE TO AUDIOVISUAL CO-PRODUCTIONS

Article 4. Recognition as a national audiovisual work and entitlement to benefits

§1. The audiovisual co-productions falling within the scope of this agreement shall be considered as national audiovisual works, in accordance with the legislation and regulations in force in the Hashemite Kingdom of Jordan and in the Flemish Community. The audiovisual co-productions falling within the scope of this Agreement shall be entitled to the benefits that are or may be granted to national productions by the legislative and regulatory provisions in force in the Hashemite Kingdom of Jordan and in the Flemish Community.

§2. The benefits shall be granted solely to the co-producer by the Party in which the co-producer is established, under the conditions and limits provided for by the legislative and regulatory provisions in force in the Hashemite Kingdom of Jordan and in the Flemish Community, and in accordance with the provisions of this Agreement.

§3. The competent authority of the Flemish Community and the administrative authority of the Hashemite Kingdom of Jordan shall communicate to the other a list of support measures which apply both in the Hashemite Kingdom of Jordan and the Flemish Community, including their guidelines, conditions and obligations. When these support measures are modified the competent authority of the concerned Party will notify the competent authority of the other Party.

Article 5. Provisional and final approval

§1. Any audiovisual co-production shall be subject to the provisional and final approval of the administrative authorities in accordance with the procedures laid down in Annex I. This Annex shall form an integral part of this Agreement.

§2. An audiovisual co-production must be made in accordance with the terms of the provisional approval which has been given by the administrative authorities.

§3. The administrative authorities shall use this Agreement and its Annex as a basis for determining provisional and final approval. The administrative authorities shall consult

with each other in order to determine whether a project conforms with the provisions of this Agreement and the Annex.

§4. If the administrative authorities cannot agree on whether to approve the audiovisual work, the audiovisual work shall not be approved under this Agreement.

§5. As far as the Flemish Community is concerned, a co-produced audiovisual work will be recognised as having completed the provisional and final approval processes, as soon as the administrative authority of the Flemish Community provides written notifications to the Flemish co-producer.

§6. As far as the Hashemite Kingdom of Jordan is concerned, a co-produced audiovisual work will be recognised as having completed the provisional and final approval process as soon as the administrative authority of the Hashemite Kingdom of Jordan provides written notifications to the Jordan co-producer.

Article 6. Conditions for obtaining co-production status

§1. None of the co-producers will be linked by common management, ownership or control, other than strictly necessary for the making of the co-produced audiovisual work itself.

§2. Audiovisual works of a blatantly pornographic nature or those that advocate discrimination, hate or violence or openly offend human dignity cannot be accorded co-production status.

§3. The production crews from both Parties shall respect the constitution, laws and regulations, ethnic cultures, religious beliefs and local customs of the country in which location shooting takes place.

§4. Audiovisual co-productions will be made in the Hashemite Kingdom of Jordan and in the Flemish Community, which comprises the following linguistic areas of Belgium: the Dutch-speaking area and the bilingual Brussels-Capital area, and if there's a third party co-producer, in that co-producer's territory. The majority of this work will normally be carried out in the country of the co-producer with the largest financial contribution. In exceptional circumstances, called for by the script or other crucial elements of the production, the administrative authorities may jointly consent to location shooting in a country other than the countries of the participating co-producers. This paragraph will be applied in accordance with the Communication from the Commission on State aid for films and other audiovisual works (2013/C 332/01), published in the Official Journal of the European Union, November, the 15th 2013.

§5. 1° The minimum financial contribution to a work of either the Flemish or the Jordanian producer will not be lower than 10% of the total production budget.

2° In the case of a multipartite work, the minimum contribution of any of the producers will not be lower than 10% of the total production budget.

§6. The share in the receipts should, in principle, be proportional to the total contribution of each of the co-producers and shall be subject to approval by the administrative authorities of both Parties. This share is either a share in the receipts or a share of the markets or a combination of both.

§7. The audiovisual co-production will be available in Dutch and Arabic (subtitles or a dubbed version).

Article 7. Technical and artistic participation

§1. Individuals participating in the making of the audiovisual co-production or performing or making a technical and creative contribution to the co-production, shall be nationals or residents of the Hashemite Kingdom of Jordan or of the Kingdom of Belgium, or of a member state of the European Union or the European Economic Area.

§2. The technical and creative contribution will be agreed upon by the co-producers before the audiovisual co-production is submitted to the administrative authorities for approval, and will be in reasonable proportion to each of the co-producer's financial participation. Every co-produced audiovisual work needs to be based on a genuine technical and creative contribution from the two parties. In exceptional circumstances, called for by the script or other crucial elements of the production, the administrative authorities may jointly consent to engage personnel from other countries.

Article 8. Rights of co-producers with regard to the audiovisual co-production

In order to benefit from the provisions of this Agreement, the co-production contract must guarantee to each co-producer joint ownership of the tangible and intangible property rights of the film. The contract shall include the provision that the film master (first completed version) shall be kept in a place mutually agreed by the coproducers, where they shall have free access to it and that all materials are copyright-protected.

Article 9. Film festivals

In order to benefit from the provisions of this Agreement, the majority co-producer shall have the first privilege of sending an audiovisual co-production to film festivals. If both co-producers agree, either one may send an audiovisual co-production to international

film festivals provided that the respective administrative authorities have been informed of this intention 30 days before the event starts.

Article 10. Co-productions with Third-parties

Upon joint written approval by the administrative authorities, a third party co-producer may participate in a co-produced audiovisual work under this Agreement.

Article 11. General Balance

§1. A general balance must be maintained in the co-productions relations of the Parties, with regard both to the total amount invested and the artistic and technical participation in co-produced audiovisual works.

§2. A Party which, over a reasonable period, observes a deficit in its co-production relations may withhold its approval of a subsequent co-produced audiovisual work until balanced relations have been restored.

§3. Each Party, through its administrative authority, shall collect and share its information on the overall performance of a work receiving benefits from the application of this Agreement.

Article 12. Entry and residence of personnel

Respecting the laws and regulations applicable in the Flemish Community and in the Hashemite Kingdom of Jordan respectively, and the constitutional divisions of power, the Parties will facilitate insofar as they can:

- the temporary entry and residence of the creative and technical personnel engaged by the Parties' co-producer for the purpose of the audiovisual co-production, and
- the temporary import and re-export of equipment necessary to the production and distribution of audiovisual works falling within the scope of this agreement.

Article 13. Credits

§1. Each co-produced audiovisual work shall include a credit title indicating that the audiovisual work is either a "Jordanian – Flemish co-production" or a "Flemish – Jordanian co-production".

§2. The respective Governments of the co-producers shall be clearly mentioned in the credit titles, in all publicity and promotion material and when the audiovisual co-productions are shown.

Article 14. International obligations

The provisions of this Agreement do not detract from other international obligations of the Parties, including the obligations of the Flemish Community and the Kingdom of Belgium, arising from the European Union Law.

CHAPTER III: FINAL PROVISIONS

Article 15. Amendment and review

The Parties may amend this Agreement by mutual written consent, transmitted through diplomatic channels. Any such amendment shall enter into force according to the terms and conditions as mentioned in article 17.

Article 16: Dispute settlement

Any dispute, controversy, or claim between the Parties arising out of or relating to the interpretation or application of this Agreement shall be settled amicably and through direct negotiations.

Article 17. Entry into force

This Agreement shall enter into force as soon as the Parties have notified each other through diplomatic channels that the internal procedures required for entry into force of this agreement have been completed. This Agreement shall enter into force on the thirtieth day following the date of the last received notification.

Article 18. Communication

Any notices or communication between the Parties in response to the requirements of this Agreement or the implementation thereto must be in the English Language and must be addressed to the competent and administrative authorities as referred to in article 2.

Article 19. Duration and termination

§1. This Agreement shall remain in force for a period of five years.

§2. If no written notice is given by either Party six months before the expiration date, this Agreement shall be automatically extended for a further period of five years and shall automatically be renewed for equivalent periods thereafter.

§3. An audiovisual co-production made with the approval of the administrative Authority under this Agreement but completed after the termination of this Agreement shall be treated as an audiovisual co-production and its co-producer shall be entitled to all the benefits from this Agreement.

ANNEX I – PROCEDURES FOR REQUESTING APPROVAL

Article 1. Provisional Approval

§1. In order to benefit from the provisions of this Agreement, the co-producers must simultaneously and at least 30 days before principal photography or principal animation begins, submit an application for provisional approval of the co-production status.

§2. The Jordan co-producer is responsible for applying for co-production status in Jordan and doing all that is necessary to ensure the co-produced audiovisual work complies with the requirements of the Hashemite Kingdom of Jordan for obtaining co-production status. The co-producer belonging to the Flemish Community is responsible for applying for co-production status in the Flemish Community and doing all that is necessary to ensure the co-produced audiovisual work complies with the requirements of the administrative authority for obtaining co-production status.

§3. Documentation submitted in support of an application shall consist of the following items, available in a language as requested by the respective administrative authorities:

- the final script;
- the synopsis;
- a document providing proof that the copyright for the production has been legally acquired;
- a copy of the co-production agreement signed by the two parties
- a list with the names of the creative and technical personnel mentioning nationalities and functions, and in the case of performers, the roles they are to play;
- the detailed budget, including a provisional financing plan, and identifying the expenses to be incurred in the Hashemite Kingdom of Jordan, in the Kingdom of Belgium, in the Flemish Community and in the bilingual area of Brussels-Capital;
- the provisional production schedule;

§4. The administrative authority may demand any further documents and other additional information deemed necessary.

§5. Amendments may be made in the original contract subject to their submittal for approval by the administrative authorities of both countries.

Article 2. Final Approval

§1. In order to benefit from the provisions of this Agreement, the co-producers must simultaneously, after completion of the audiovisual production, submit an application for final approval of the co-production status.

§2. The Jordan co-producer is responsible for applying for co-production status in Jordan and doing all that is necessary to ensure the co-produced audiovisual work complies with the requirements of the Hashemite Kingdom of Jordan for obtaining co-production status. The co-producer belonging to the Flemish Community is responsible for applying for co-production status in the Flemish Community and doing all that is necessary to ensure the co-produced audiovisual work complies with the requirements of the administrative authority for obtaining co-production status.

§3. Documentation submitted in support of an application shall consist of the following items, available in a language as requested by the respective administrative authorities:

- A complete chain of title;
- A final script;
- A definitive list of the creative and technical contributions from each co-producer, mentioning nationalities and functions, and in the case of performers, the roles they played;
- A final cost report and a definitive financing plan, with specifications as to which expenses have been incurred in the Hashemite Kingdom of Jordan, in the Kingdom of Belgium, in the Flemish Community and in the bilingual Brussels-Capital area respectively;
- The co-production contract made between the co-producers;
- the realised production schedule

§4. The administrative authority may demand any further documents and other additional information deemed necessary.

ANNEX II – LIST OF COUNTRIES WITH WHICH THE FLEMISH COMMUNITY OR THE KINGDOM OF BELGIUM HAS SIGNED A CO-PRODUCTION AGREEMENT OR A MEMORANDUM OF UNDERSTANDING

- Israel (8 October 1971)
- Tunisia (11 October 1976)
- European Convention on cinematographic coproduction (1992)
- Canada (12 March 2018)
- France (23 May 2019)

ANNEX III – LIST OF COUNTRIES WITH WHICH THE HASHEMITE KINGDOM OF JORDAN HAS SIGNED A CO-PRODUCTION AGREEMENT

- Canada (31 October 2016)

ANNEX IV – LIST WITH BENEFITS

Flemish Community

- Selective cultural support for scenario, development and production
- Selective economic support for production
- Tax incentive for private companies who invest in an audiovisual production

The Hashemite Kingdom of Jordan

- Tax exemption and cash rebate; according to the applicable regulations in force and as appropriate, of which the co-production falls under.