

**No. 10555**

---

**FRANCE  
and  
BRAZIL**

**Exchange of letters constituting an agreement concerning co-operation in the co-production of films (with annex). Rio de Janeiro, 6 February 1969**

*Authentic texts: French and Portuguese.*

*Registered by France on 22 June 1970.*

---

**FRANCE  
et  
BRÉSIL**

**Échange de lettres constituant un accord relatif à l'établissement de la coopération dans le domaine de la coproduction cinématographique (avec annexe). Rio de Janeiro, 6 février 1969**

*Textes authentiques: français et portugais.*

*Enregistré par la France le 22 juin 1970.*

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN FRANCE AND BRAZIL CONCERNING CO-OPERATION IN THE CO-PRODUCTION OF FILMS

---

I

FRENCH EMBASSY IN BRAZIL

No. 68

Sir,

I have the honour to submit for your approval the following text and attached annex concerning co-operation between our countries in the co-production of films:

The Government of the Republic of France and the Government of Brazil, wishing to develop and broaden the co-operation which already exists between the film industries in both countries, have agreed as follows:

1. Films co-produced and qualified under the present agreement are regarded by the authorities of both countries as national films.

They have full right to all resultant advantages by virtue of the measures that are in force or that may be decreed in each country.

Films to be co-produced between the two countries must be given the prior approval, after due consultation between them, of the competent authorities of both countries:

For France: Le Centre national de la cinématographie,

For Brazil: Instituto Nacional de Cinema.

2. In order to qualify for the benefits of co-production, films must be undertaken by producers who have good technical organization, sound financial backing and professional standing recognized by the authorities of the country to which they belong.

3. Of each co-produced film, there must be two negatives or one negative and one duplicating negative.

---

<sup>1</sup> Came into force on 8 March 1969, thirty days after the date of signature, in accordance with paragraph 13.

Each producer shall have ownership of one negative or one duplicating negative. In a case where there is only one negative, this shall be fully available to each co-producer.

4. The following conditions shall govern the co-production of films:

The respective contribution of the producers of the two countries may vary between 30 and 70 per cent, the lesser share not being lower than 30 per cent of the cost of production of the film; the technical and artistic participation of the two countries shall be in the same proportion as their financial contribution.

5. The films must be made by directors, technicians and performers of French or Brazilian nationality. For the purposes of this Agreement, privileged residents in France and aliens with more than five years' residence in Brazil shall be considered to be nationals of those countries.

The participation of an internationally known performer who is not of the nationality of either of the countries bound by this Agreement may be considered to the extent that the subject of the film makes his presence necessary.

6. An over-all balance must be achieved both on the financial and the artistic level and in the use of the technical facilities of the two countries (studios and laboratories). - The joint committee provided for in article 11 of this Agreement shall assess whether this balance has been maintained and, in default, shall take whatever measures may be considered necessary to restore it.

7. Returns shall be shared in proportion to the total contribution of each co-producer; in any event, the French co-producer shall receive all returns derived from the Republic of France, Belgium, Switzerland, Algeria, Tunisia and Morocco, and the Brazilian co-producer shall receive those derived from Brazil, Argentina, Bolivia, Chile, Paraguay and Uruguay.

The apportionment of returns derived from other countries may be effected by either a sharing of returns, or a geographical division, account being taken, in this case, of any difference in the size of the market in the countries bound by the agreement, or a combination of the two. The procedure to be adopted shall be subject to the approval of the competent authorities of the two countries.

In principle, the export of co-produced films shall be carried out by the co-producer with the majority interest.

8. Generics, trailers and publicity material for films jointly produced shall carry notice to the effect that the films are Franco-Brazilian co-productions.

Entry of co-produced films in film festivals shall be assured by the country to which the majority producer belongs, except where special agreement otherwise is reached by the authorities of both countries.

9. The competent authorities of the two countries shall consider favourably the idea of co-production of films of international standing between France and Brazil and the countries with which either of them is bound by co-production agreements.

Conditions of acceptance for such films will be determined on the merits of each individual case.

10. Both Contracting Parties undertake to convey to each other any information concerning co-production and, in general, any details connected with the co-production of films by the two countries.

11. A joint committee shall have the task of examining and resolving any difficulties arising in the application of this Agreement and of considering possible amendments to it.

During the period of validity of this Agreement, this committee shall meet each year alternately in France and Brazil; it may also be convened at the request of either Contracting Party, particularly in the event of a significant change in the laws or regulations applicable to the film industry.

12. Every facility shall be afforded for the travel and accommodation of artistic and technical personnel working on these films, as well as for the temporary import or export by either country of the material needed for the production of co-production films (raw film, technical material, costumes, décor, publicity material and any other material that may be used for that purpose).

13. The present Agreement shall come into force thirty days after the day of its signature. It shall be valid for a period of two years from the date of its coming into force; a tacit renewal of agreement shall take place unless one or other of the contracting parties gives notice of termination at least three months prior to the expiry date.

I would be grateful if you would advise me of the Brazilian Government's agreement to the above proposals and the attached annex. If the Minister for Foreign Affairs agrees to the conditions set forth above, this note in French and the reply to it in Portuguese shall constitute an agreement between Brazil and France, both texts being equally authentic.

Accept, Sir, etc.

Rio de Janeiro, 6 February 1969

François DE LABOULAYE

His Excellency the Minister for Foreign Affairs  
Itamarati Palace  
Rio de Janeiro

## ANNEX

## PROCEDURE

In order to obtain the benefits of this Agreement, producers of either country shall attach the following documents to their requests to the competent authorities:

- A shooting script;
- A written statement that the necessary rights have been obtained from the author;
- A co-production agreement between the companies concerned;
- A detailed budget and a complete plan of financing the film;
- A list of the technical and artistic elements to be contributed by each country;
- A production schedule.

## II

6 February 1969

Sir,

I have the honour to acknowledge receipt of your Note No. 68 of today's date, the Portuguese translation of which reads as follows:

[See letter I]

In reply, I am pleased to advise you that the Brazilian Government accepts the conditions set forth in the above note and its annex. The said note, together with this reply, shall constitute an agreement between our Governments, which shall come into force thirty days after the date of its signature.

Accept, Sir, etc.

José DE MAGALHAES PINTO

His Excellency Mr. François de Laboulaye  
Ambassador of France