

No. 14610

**BRAZIL
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement on film co-production (with annex). Signed at
Brasília on 20 August 1974**

Authentic texts: Portuguese and German.

Registered by Brazil on 27 February 1976.

**BRÉSIL
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord de coproduction cinématographique (avec annexe).
Signé à Brasília le 20 août 1974**

Textes authentiques : portugais et allemand.

Enregistré par le Brésil le 27 février 1976.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE FEDERATIVE REPUBLIC OF BRAZIL AND THE FEDERAL REPUBLIC OF GERMANY ON FILM CO-PRODUCTION

The Government of the Federative Republic of Brazil and the Government of the Federal Republic of Germany have agreed as follows:

Article 1. The Contracting Parties shall treat co-produced films in accordance with the legislation in force in the two countries and the following provisions.

Article 2. (1) In accordance with the legislation of the two countries and the provisions set out below, the Contracting Parties shall treat as national films, co-produced films subject to this Agreement and shall grant any authorizations necessary in accordance with their legislation in force.

(2) Co-producers shall receive such subsidies and other financial advantages as are granted in the territory of a Contracting Party under its legislation.

(3) Co-produced films may be commercially exploited in the territories of both Contracting Parties without restriction of any kind.

Article 3. German-Brazilian co-productions of full-length films shall meet the following conditions:

1. The production contract shall specify the producer responsible for the production of the film.

2. Each co-producer shall contribute financially, artistically and technically to the co-production:

- (a) The participation of the minority producer in production costs must be at least 30 per cent.
- (b) Artistic and technical contributions shall be proportional to the percentage of financial participation.
- (c) Technicians and performers shall, as a general rule, be nationals of the Contracting Parties, belong to their cultural communities or have their permanent residence in the territory of a Contracting Party.
- (d) As a minimum, the director, the assistant director or one technician, one author or script-writer, one leading actor and a sufficient number of actors in supporting roles shall be nationals of the Contracting Party whose co-producer has the minority financial participation, belong to the cultural community of that Contracting Party or have their permanent residence in the territory of that Contracting Party.

3. For the filming of studio scenes, studios in third countries may be used only if the subject requires outdoor shooting in that country; the footage of such scenes shall be limited to a maximum of 30 per cent of the entire film.

¹ Came into force on 11 April 1975, the date on which the Governments notified each other that the required domestic legal formalities had been complied with, in accordance with article 13 (1).

The 30 per cent limit may be exceeded if most of the film is shot in other countries.

4. The final versions of the film shall be in German and Portuguese except for passages of dialogue in another language required by the script.

5. A negative or duplicate positive shall be made for each producer.

6. Prints for commercial purposes shall be made in the territory of the Contracting Party in whose language the version was made.

7. The credits in each print and publicity for the film shall include, in addition to the names and business addresses of the producers, a statement that the film is a German-Brazilian co-production. This requirement shall also apply to the presentation of the film in artistic and cultural programmes, especially at film festivals.

8. Receipts earned in regions not covered by exclusive distribution rights shall be shared in proportion to the participation of the co-producers in the production costs. The unrestricted transfer of such receipts shall be guaranteed.

9. If a film that has been co-produced is exported to a third country which imposes a quota on the import of films, the film shall, as a general rule, be charged to the quota of the Contracting Party in whose territory the co-producer having majority financial participation has his residence or business address. If there is equal financial participation, the film shall be charged to the quota of the Contracting Party providing the director. Should one of the Contracting Parties have opportunities for unrestricted import into the importing country, advantage shall be taken of that situation in co-production.

Article 4. (1) A film made by producers from both Contracting Parties with producers from third countries which have concluded an agreement with one of the Contracting Parties on the co-production of films shall be regarded as a co-production within the meaning of this Agreement, provided that the conditions laid down in article 3 are met; in such cases, the other country shall also be regarded as a Contracting Party.

(2) The provisions of article 3, paragraph 2 (a), notwithstanding, the minimum financial participation of a producer in a co-production in accordance with paragraph 1 may be 20 per cent, provided that the total production cost of the film exceeds DM 2 million (two million Deutsche Marks).

Article 5. The Contracting Parties shall consider the possibility of granting the advantages of co-production to short films as well.

Article 6. If, in cases where such an exception is justified, staff are engaged contrary to the provisions of article 3, paragraph 2 (c), the competent authorities of the Contracting Parties shall consult each other on the matter. Preference may be given to the engagement of a director or leading actor of international repute from a third country, provided that his participation improves the film's sales prospects in the international market.

Article 7. (1) Applications for authorization to produce a film, if required by the national legislation of a Contracting Party, shall be submitted to the competent authority of that Party at least four weeks before the shooting of the film begins. The applicant shall submit together with the applications the documents enumerated in the annex to this Agreement.

(2) Copies of the application and the accompanying documents, together with a statement of any objections to the production of the film, shall be transmitted to the authority of the other Contracting Party competent to grant an authorization or certificate.

Article 8. (1) The competent authorities of the Contracting Parties shall communicate to each other periodically information concerning the granting, rejection, amendment and revocation of authorizations for the co-production of films.

(2) Before rejecting an application for an authorization, the competent authority shall consult the authority of the other Contracting Party.

Article 9. The provisions of this Agreement shall also apply after its expiry to co-productions authorized while the Agreement was in force.

Article 10. Special consideration shall be given to applications for visas and sojourn permits for performers and technicians participating in a co-production. The authorities of the Contracting Parties shall grant every facility for the import and export of material and equipment needed for the production and commercial exploitation of a co-production.

Article 11. (1) While this Agreement remains in force, a Joint Commission shall meet, at the request of either Contracting Party, alternately in the Federal Republic of Germany and the Federative Republic of Brazil. The head of the German delegation shall be an official of the Federal Ministry of the Economy and the head of the Brazilian delegation shall be a representative of the Instituto Nacional do Cinema.

Technical specialists may also participate in the work of the Joint Commission.

(2) The task of the Joint Commission shall be to identify and eliminate difficulties in the implementation of this Agreement and, where appropriate, to consider and propose solutions.

(3) Films which differ substantially in form and casting from the script approved by the Contracting Parties through their competent organs shall not benefit from the advantages provided for in this Agreement.

Article 12. This Agreement shall also apply to *Land* Berlin unless the Government of the Federal Republic of Germany declares otherwise to the Government of the Federative Republic of Brazil within three months of the date of entry into force of this Agreement.

Article 13. (1) This Agreement shall enter into force on the date on which the Governments notify each other that the domestic legal formalities required for its entry into force have been complied with.

(2) The Agreement shall remain in force for a period of one year and shall be extended for successive one-year periods unless denounced in writing by one of the Contracting Parties at least three months prior to the date of expiry.

DONE at Brasília on 20 August 1974, in duplicate in the Portuguese and the German languages, both texts being equally authentic.

For the Government
of the Federative Republic
of Brazil:

ANTONIO F. AZEREDO DA SILVEIRA

For the Government
of the Federal Republic
of Germany:

HANS-GEORG SACHS

A N N E X

1. The competent authorities for the purposes of this Agreement shall be:

- (a) in the Federal Republic of Germany, including *Land* Berlin, the Bundesamt für gewerbliche Wirtschaft, Frankfurt/Main;
- (b) in the Federative Republic of Brazil, the Instituto Nacional do Cinema, Rio de Janeiro, State of Guanabara.

2. The documents required under article 7 of this Agreement shall be:

- (a) a film script;
- (b) proof that the film rights or an option on them have been lawfully acquired and proof of television broadcasting rights;
- (c) the signed and initialled original text of the co-production contract prior to its approval by the competent authorities, with three copies;
- (d) a financing plan;
- (e) a list of the technical and artistic personnel, indicating their nationality and the roles to be played by the performers, in three copies signed by the co-producers;
- (f) a production schedule indicating the shooting period (for both studio and exterior filming) and the places where the film will be shot;
- (g) a detailed budget in duplicate.

3. In cases justifying such an exception, it shall be sufficient to submit initially:

- (a) an outline of the plot on the basis of which a judgement can be formed on the major roles to be played by actors from the territories of the Contracting Parties;
- (b) the co-production contract.

4. The competent authorities may also require the submission of other documents deemed necessary to evaluate the project.

5. The documents shall be submitted in the Federal Republic of Germany in the German language and in the Federative Republic of Brazil in the Portuguese language, with translations where possible.

6. The co-production contracts shall contain the following information:

- (a) the title of the film;
- (b) the name of the producer responsible for making the film;
- (c) the name of the author or, in the case of adaptations of literary works, the name of the adapter;
- (d) the name of the director; a clause providing for the possibility of replacing him shall be permissible;
- (e) an estimate of the cost of production;
- (f) the amount of the financial participation of each co-producer;
- (g) the division of the receipts earned in regions not covered by exclusive distribution rights;
- (h) an undertaking by the co-producers to meet any shortfall resulting from an increase in production costs and to share any surplus in the production budget in proportion to their respective contribution; such sharing may be limited to the surplus in excess of 30 per cent of the budget;
- (i) a financial agreement between the co-products having provisions governing the possible refusal of a co-production authorization, and the release and commercial

exploitation of the film in the territory of one of the Contracting Parties or a third country;

(j) the date scheduled for the start of filming;

(k) the name of the holder of the international distribution rights.

7. The co-production contract may be modified after the submission of the application for authorization, but prior to the end of filming. In cases justifying such an exception, one of the co-producers mentioned in the contract may be replaced. All modifications must be submitted immediately to the competent authorities for approval.

8. An outline of the script shall be submitted to the competent authorities before the start of filming, as a mandatory requirement.
