

**No. 20626**

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**BRAZIL  
and  
ARGENTINA**

**Agreement on film co-production. Signed at Rio de Janeiro  
on 25 January 1968**

*Authentic texts: Spanish and Portuguese.  
Registered by Brazil on 14 December 1981.*

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**BRÉSIL  
et  
ARGENTINE**

**Accord relatif à la coproduction cinématographique. Signé  
à Rio de Janeiro le 25 janvier 1968**

*Textes authentiques : espagnol et portugais.  
Enregistré par le Brésil le 14 décembre 1981.*

[TRANSLATION — TRADUCTION]

## AGREEMENT<sup>1</sup> ON FILM CO-PRODUCTION

The Government of Brazil and the Government of the Argentine Republic, desiring to enhance the prestige and the development of the film industries in both countries,

Have decided to conclude an Agreement on film co-production and have for that purpose appointed as their plenipotentiaries:

His Excellency Marshal Arthur da Costa e Silva, President of the Republic of Brazil:

His Excellency Mr. José de Magalhães Pinto, Minister for Foreign Affairs;

His Excellency General Juan Carlos Onganía, President of the Argentine Republic:

Dr. Nicanor Costa Méndez, Minister for Foreign Affairs and Public Worship,

Who, having exchanged their full powers, found in good and due form, have agreed as follows:

*Article I. (a)* The Contracting Parties shall promote, to the fullest possible extent, Brazilian-Argentine co-production of quality full-length films, produced by companies of the two countries, in accordance with the terms of this Agreement.

*(b)* Co-production films shall be treated as national films in both countries and shall enjoy all of the benefits which may be granted to such films by the competent authorities of the Contracting Parties, in accordance with their respective domestic laws.

*(c)* The benefits referred to shall be granted to the respective Brazilian and Argentine co-producers.

*(d)* The co-productions made in accordance with the terms of this Agreement shall enjoy the benefits provided for herein.

*Article II.* The co-productions may be based on scripts whose copyrights are vested in foreign authors. However, adapters or in the case of original scripts authors, as well as directors, performers and technicians participating in the co-productions shall be of Brazilian or Argentine nationality, or shall be individuals who enjoy, in one of the two countries, the benefits granted under the laws regulating the production of national films. Nevertheless, the participation of artists from countries with which one of the Contracting Parties has signed a similar co-production agreement may be permitted. As an exceptional measure, when the interests of the film so require, the participation of directors or performers of other countries may be secured, subject to agreement between the co-producers and prior approval of the competent authorities.

*Article III.* The making of co-production films shall take place in the territory of one of the Contracting Parties. However, exceptions may be permitted by agreement, subject to prior authorization of the competent authorities if the setting of the film or some other valid reason so require, or if the co-production film is made with a third country with which Brazil and Argentina are bound by a similar agreement.

<sup>1</sup> Came into force on 26 November 1981, i.e., 30 days after the date of the exchange of the instruments of ratification, which took place at Buenos Aires on 29 October 1981, in accordance with article XVII.

The co-production agreement with the third country must be in force at the time of the signing of the co-production contract in question.

*Article IV. (a)* One negative and one or more fine grain prints (for duping) shall be made of each co-produced film.

*(b)* Each co-producer shall have ownership of the negative and of the duplicating prints. The original negative shall be freely available to the producers.

*(c)* Where it is not technically feasible to have copies made in Brazil or Argentina, the competent authorities of the two countries shall authorize them to be made in another country.

*Article V.* For the purposes of this Agreement, a co-production shall be considered one in which minority participation of one of the Contracting Parties is not less than 40 per cent. With the special authorization of the competent authorities of the two countries, minority participation may be reduced to 30 per cent in some films of outstanding artistic merit or exceptional technical and financial importance.

*Article VI.* As long as this Agreement is in force, an overall balance shall be sought with regard to majority and minority participation by Brazil and Argentina. Should an imbalance occur, it shall be rectified in the following period.

*Article VII.* Receipts from the co-production films shall be shared in accordance with the terms of the contract between the co-producers in proportion to the participation of each of the parties in the cost of producing the film. All contracts between co-producers regarding the apportionment of receipts or markets shall be valid only when approved by the competent authorities of the two countries. In the same manner, contracts providing for possible payments in foreign currencies shall require such approval.

*Article VIII.* Co-production films shall be identified with the designation "Brazilian-Argentine co-production" or "Argentine-Brazilian co-production". This designation shall also appear in a separate frame among the film credits and must be used in all advertising concerning their commercial exhibition, their screening at artistic and cultural events and international festivals, as well as in all information and printed matter referring to the films.

*Article IX.* The co-producers shall establish by agreement, and with the consent of the competent authorities, in which version and under which nationality the co-production films shall be entered in international festivals. In the event of disagreement, the films shall be entered in the festivals by the major participating country. In case of equality of participation, and where films were directed by Brazilians or Argentines, they shall be entered by the country of the director's nationality. If the director is an alien, they shall be entered by the co-producing country in which most of the filming was done.

*Article X.* Proposals for co-production projects shall be submitted for approval to the competent authorities of both countries not less than 60 (sixty) days before the date on which filming is to start. The proposals shall include a shooting script, a budget, information on each co-producer's share in the costs of the production, the technical and artistic personnel to participate in the production and the previously agreed apportionment of receipts, the contract signed between the co-

producing parties for carrying out the project, as well as such other particulars as may be required for the study and evaluation of the proposal. Only after the proposal has been approved by the competent authorities of the two countries may filming begin. The proposal may not be modified without prior authorization from such authorities.

*Article XI.* The authorities of the two countries shall consider the possible co-production of films of international quality by Brazil and Argentina and the countries with which either of them has signed a co-production agreement. The terms for the co-production of such films shall be examined in each case.

*Article XII.* The sound track of a co-production film shall be in the language of the co-producing country in which they are exhibited. For the purposes of distribution in other countries, the co-producers shall establish by agreement the language of the film's sound track.

*Article XIII.* Co-productions shall be entitled in Brazil and Argentina to the incentives which are provided, or which may be established, in each country for the local film industry. Each co-producer shall enjoy the benefits granted by its country.

*Article XIV.* The authorities responsible for the operation of this Agreement shall be the Instituto Nacional de Cinema of Brazil and the Instituto Nacional de Cinematografía of Argentina. These authorities shall establish the rules of procedure to be observed by the Brazilian and Argentina co-producers.

*Article XV.* The Contracting Parties shall facilitate the temporary importation and exportation of supplies and equipment necessary for the co-production of the film as well as the transfer of all the funds necessary to cover the expenses incurred by reason of the co-production contract, in accordance with the legislation of each country.

*Article XVI.* A joint Commission composed of representatives appointed by the Instituto Nacional de Cinema of Brazil and by the Instituto Nacional de Cinematografía of the Argentine Republic shall meet at least once a year, alternately in Brazil and Argentina, for the purpose of verifying compliance with, or proposing changes in, this Agreement.

These meetings may be held at any time at the request of either of the Parties.

*Article XVII.* This Agreement shall enter into force 30 days after the exchange of the instruments of ratification, which shall take place in the city of Buenos Aires, and shall remain in force for six months after the date of its denunciation by either of the Contracting Parties.

IN WITNESS WHEREOF, the aforementioned plenipotentiaries have signed this Agreement in two equally authentic copies in the Spanish and Portuguese languages and have affixed their seals thereto.

DONE in the city of Rio de Janeiro, on 25 January 1968.

For the Government  
of the Federative Republic of Brazil:

[Signed]

JOSÉ DE MAGALHÃES PINTO

For the Government  
of the Argentine Republic:

[Signed]

NICANOR COSTA MÉNDEZ

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