

**No. 23435**

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**BRAZIL  
and  
PORTUGAL**

**Agreement on film co-production. Signed at Lisbon on  
3 February 1981**

*Authentic text: Portuguese.*

*Registered by Brazil on 28 June 1985.*

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**BRÉSIL  
et  
PORTUGAL**

**Accord de co-production cinématographique. Signé à Lisbonne  
le 3 février 1981**

*Texte authentique : portugais.*

*Enregistré par le Brésil le 28 juin 1985.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON FILM CO-PRODUCTION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PORTUGUESE REPUBLIC

The Government of the Federative Republic of Brazil and the Government of the Portuguese Republic,

With the aim of making more widely known the cultural heritage of their two peoples through the co-production of films and promoting and enhancing the commercial interests of their respective film industries, on the basis of equal rights and mutual benefits,

Have agreed as follows:

*Article I.* 1. Full-length co-produced films covered by this Agreement shall be treated as films of national origin by the two countries. The privileges reserved by each country to its national productions, and thus to co-produced films, shall accrue only to the co-producer of the country by which they are granted.

2. The privileges accruing to co-production may be extended to short films made in accordance with the conditions laid down jointly by the competent authorities of the two Parties.

3. No restriction shall be placed on the commercial exhibition of such films in the two countries provided that the relevant legislation of the country concerned is respected.

*Article II.* 1. In meeting the technical, artistic and financial conditions required for co-production, the co-producers shall employ national personnel and technical facilities, save in the case of justified exceptions. Such exceptions must be authorized in each case by the competent organs of the two countries.

2. The privileges which may accrue to a producer in respect of a co-production shall be those provided for in the legislation in force in the country concerned.

3. Brazilian citizens who are residents of Portugal and Portuguese citizens who are residents of Brazil may participate in co-productions as nationals of their respective countries, provided that there is reciprocal recognition of their capacity to do so in the legislation of the two Parties.

4. The participation of actors who are not nationals of either co-producing country may be permitted in cases where the competent authorities of both Contracting Parties have reached agreement on the conditions for such participation.

5. When the script or setting so require, shooting on location in a country not participating in the co-production may be authorized.

6. Prizes and subsidies accorded in one of the two countries to co-producers who are its nationals shall be granted to them exclusively and may not be transferred to the co-producer of the other country.

7. Any prize, distinction or award conferred in a third country on the producers of a film made under this Agreement shall be placed in the keeping of the co-producer having the majority interest.

<sup>1</sup> Came into force on 4 June 1985 by the exchange of the instruments of ratification, in accordance with article XI(1).

8. Cash prizes awarded in third countries shall be divided between the Contracting Parties in proportion to each co-producer's participation in the making of the film.

*Article III.* 1. One negative and two duplicates shall be made of each co-produced film, each co-producer to be the owner of a duplicate.

2. The producer with the majority interest shall be responsible for the safekeeping of the original negative and the master copy, provided that, where it is in the interest of both Parties, such safekeeping may be in the country offering the better technical conditions for that purpose. In any event, either of the co-producers may make use of the original negative or the master copy.

3. Films shot in Brazil shall be developed in Brazilian laboratories and the negatives of films shot in Portugal shall be developed in Portuguese laboratories, unless otherwise agreed by the co-producers with the approval of the competent authorities of the two countries.

*Article IV.* Subject to the legislation in force in each country, every facility shall be granted for the travel and stay of the artistic and technical personnel collaborating in the making of the film, for the import and export of the equipment necessary for its shooting and exhibition (raw film, technical equipment, costumes, properties, advertising materials, negatives, prints, etc.), and for the transfer of currency intended for payments connected with the making of any co-produced film.

*Article V.* 1. Without prejudice to the overall balance, the respective contribution of the co-producers of the two countries may vary between 20% and 80% (twenty per cent and eighty per cent). Such contributions shall consist of the following:

- (a) Personnel (directors, technicians and actors)
- (b) Services and equipment
- (c) Financial contributions

2. The contributions covered by sub-paragraphs (a) and (b) of the preceding paragraph shall be subject to general and ongoing review for as long as this Agreement remains in force with the concurrence of the competent authorities of the two countries and may be supplemented by financial contributions up to the total participation of each co-producer.

3. The films shall be made by directors, technicians and actors of Brazilian or Portuguese nationality. Each film must be directed by a single director and the intervention of an artistic supervisor or a person exercising similar functions shall not be permitted, except for "serial films", in which case each episode may be directed by a different director.

4. As an exceptional measure, and by agreement between the Contracting Parties, the participation of a director who is not a national of either of the countries Parties to this Agreement on co-production may be permitted.

5. Co-production projects must be submitted to the competent authorities of the two countries for approval at least 60 days before the date on which shooting is to start. The project submission must cover the film budget, the extent of the participation of each of the co-producers, the technical equipment required, the apportionment of the combined markets, the contract concluded between the co-producers for the making of the film and any other information required for the study and evaluation of the project, to be defined in due course.

6. After the project has been approved by the competent authorities of the two countries, it may not be amended without prior authorization by the said authorities.

*Article VI.* The balance of the overall financial, artistic and technical participation of the co-producing countries shall, as a rule, be reviewed every two years by a Joint Commission, to meet alternately in each country.

*Article VII.* 1. As a general rule, earnings shall be divided between the co-producers in proportion to their share in the cost of production.

2. Contractual provisions for the division of earnings and markets between the co-producers shall require the approval of the competent authorities of the two countries.

*Article VIII.* 1. If a co-production film is exported to a country which imposes import restrictions, the film shall be charged against the quota of the country having the better export opportunities, and the film shall be described as a Brazilian-Portuguese or Luso-Brazilian production.

2. If the films of one of the Parties can enter an importing country without restriction, the benefit of this arrangement shall apply to co-production films.

3. Films in which the co-producers participate on an equal basis shall be exported as products of the country having the better export opportunities.

*Article IX.* 1. The credit titles or opening material of co-production films must contain, in a separate frame, in addition to the names of the co-producers, the announcement "Brazilian-Portuguese co-production" or "Luso-Brazilian co-production" together with the screen credits under which the film is presented in each co-producing country.

2. This announcement must be included in advertising at artistic and cultural events, particularly international festivals.

3. In the event of disagreement between the co-producers, the film shall be presented at international festivals by the country of the major co-producer. Films made with equal participation shall be presented by the country of which the director is a national.

*Article X.* 1. For as long as this Agreement remains in force, the Joint Commission shall meet alternately in Brazil and Portugal. The Brazilian delegation shall be led by a representative of the Ministry of External Relations. The Portuguese delegation shall be led by a representative of the Ministry of Foreign Affairs. The members of both delegations shall be assisted by officials and experts of the bodies in charge of film-making in each country.

2. The Joint Commission shall examine and resolve any difficulties relating to the implementation of this Agreement, and shall consider and propose new provisions for its renewal.

3. Either Contracting Party may request the convening of a special session of the Joint Commission, when regarded as necessary.

*Article XI.* 1. This Agreement shall enter into force on the date of the exchange of the instruments of ratification and shall remain in force for one year.

2. This Agreement shall be automatically renewed from year to year unless one of the Contracting Parties denounces it by giving written notice to that effect at least three months before the date of expiry.

DONE at Lisbon on 3 February 1981, in two originals, in the Portuguese language, the two texts being equally authentic.

For the Government  
of the Federative Republic of Brazil:

RAMIRO SARAIVA GUERREIRO

For the Government  
of the Portuguese Republic:

ANDRÉ GONÇALVES PEREIRA