

No. 24620

**FRANCE
and
VENEZUELA**

**Agreement on cinematographic relations (with annex). Signed
at Caracas on 1 October 1976**

Authentic texts: French and Spanish.

Registered by France on 20 February 1987.

**FRANCE
et
VENEZUELA**

**Accord sur les relations cinématographiques (avec annexe).
Signé à Caracas le 1^{er} octobre 1976**

Textes authentiques : français et espagnol.

Enregistré par la France le 20 février 1987.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA AND THE GOVERNMENT OF THE FRENCH REPUBLIC ON CINEMATOGRAPHIC RELATIONS

The Government of the Republic of Venezuela,
The Government of the French Republic,

Desirous to facilitate the co-production of films which, by virtue of their artistic and technical merits, are likely to enhance the prestige of the two countries, and to develop the mutual exchange of films, have agreed as follows:

I. CO-PRODUCTION

Article 1. Films which are co-produced by Venezuela and France and covered by this Agreement shall be considered as films of national origin by the authorities of the two countries in accordance with the legislative provisions applicable in their countries and shall rightfully enjoy the privileges accorded under any legislation which is in force or may be enacted in each country.

The making of co-production films by the two countries shall require the approval, after mutual consultation, of the competent authorities of the two countries:

—In Venezuela: the Corporación de Turismo;

—In France: the Centre national de la cinématographie.

Article 2. In order to enjoy co-production privileges, films must be made by producers having a good technical and financial organization and professional experience recognized by the national authority.

Article 3. Applications for co-production privileges by the producers of each of the two countries shall be drawn up with a view to their approval in accordance with the provisions of the implementation procedure set forth in the annex to this Agreement.

The production of the films shall be subject to the following conditions:

The respective financial contributions of the producers of the two countries to each film may vary between 30 and 70 per cent. Nevertheless, in special cases, the minority participation may be reduced to 20 per cent. The technical and artistic contribution of each country shall be made in the same proportion as that of the financial contribution; the technical and artistic participation shall as a rule consist of at least one writer or technician and one actor in a principal role or two actors in minor roles, who shall be of the nationality of the country which is making the minority financial contribution.

Article 4. The film shall be made by directors, technicians and performers possessing either Venezuelan nationality or resident status in Venezuela or French nationality or resident status in France.

¹ Came into force on 31 January 1978, the date of the last of the notifications (effected on 20 December 1976 and 31 January 1978) by which the Contracting Parties informed each other of the completion of the required constitutional formalities, in accordance with article 16.

The participation of a performer who is not a national of one of the two countries bound by the present Agreement may be permitted, having regard to the requirements of the film, with the agreement of the authorities of the two countries.

Article 5. Studio scenes shall be shot and sound and laboratory work shall be carried out in the territory of one or the other Contracting Party.

Studio scenes shall be shot preferably in the country of the majority co-producer.

Each co-production film shall comprise two negatives or, in the case of black and white films, one negative and one duplicate or, in the case of colour films, one negative and one inter-negative.

Each co-producer shall be the owner of one negative or of one duplicate or inter-negative.

In principle, the negative shall be developed at a laboratory in the majority country, where the prints intended for use in that country shall also be made. The prints intended for use in the minority country shall be made at a laboratory in that country.

Article 6. In so far as possible, a balance shall be sought with respect to both the artistic contributions and the use of technical facilities of the two countries.

Article 7. Division of the receipts shall be in proportion to the total contribution of each co-producer. Such division shall be subject to the approval of the authorities of the two countries.

Article 8. Export arrangements for co-production films shall, as a rule, be made by the majority co-producer.

Article 9. In the co-production of short films, each film shall be made on an artistically, technically and financially balanced co-production basis.

Article 10. Credits, trailers and advertising materials for co-production films shall indicate that the film is a Venezuelan-French co-production.

The presentation of co-production films at festivals shall be arranged by the country of the majority co-producer, unless other arrangements are made by the co-producers and approved by the competent authorities of the two countries.

Article 11. The competent authorities of the two countries shall give favourable consideration to the making of co-production films by Venezuela and France and any country or countries with which either of them has co-production agreements.

The terms of approval of such films shall be considered on a case-by-case basis.

Article 12. Subject to the laws and regulations currently in force, every facility shall be afforded for the travel and sojourn of artistic and technical personnel working on these films and for the import and export to and from each country of material needed for the making and showing of co-production films (film, technical equipment, costumes, sets, advertising materials, etc.).

II. EXCHANGE OF FILMS

Article 13. Subject to the laws and regulations currently in force, no restriction shall be imposed by either Party on the sale, import, export, and showing of prints of national films (original prints and any type of copy).

Each Contracting Party shall provide every facility within its territory for the distribution of national films of the other country.

Transfer of receipts from the sale and showing of films imported under this Agreement shall be made in accordance with the contracts concluded between the two Parties and with the regulations in force in each country.

III. GENERAL PROVISIONS

Article 14. The competent authorities of the two countries shall communicate to each other full information on financial and technical questions concerning co-productions, exchanges of films and, in general, all particulars concerning cinematographic relations between the two countries.

Article 15. A Mixed Commission shall have the task of considering the operation of this Agreement, resolving any difficulties and studying such amendments as may be desirable with a view to developing cinematographic co-operation in the common interest of the two countries.

This Commission shall be composed of representatives appointed by the two Governments.

For such time as this Agreement remains in force, the Commission shall meet each year, alternately in Venezuela and in France. It may also be convened at the request of either Contracting Party, particularly in the event of substantial changes in either the laws or the regulations applicable to the film industry.

Article 16. Each Contracting Party shall notify the other of the completion of the required constitutional formalities for the entry into force of this Agreement, which shall enter into force on the date of the last such notification.

Article 17. The Agreement is concluded for a period of two years from the date of its entry into force and is automatically renewable for two-year periods unless denounced by one of the Parties three months before the date of its expiry.

IN WITNESS WHEREOF the undersigned, being duly authorized by their Governments, have signed this Agreement.

DONE at Caracas, on 1 October 1976 in duplicate, in the Spanish and French languages, both texts being equally authentic.

For the Government
of the Republic of Venezuela:

[Signed]

JORGE GÓMEZ MANTELLINI
Director-General of the Ministry
of Foreign Affairs

For the Government
of the French Republic:

[Signed]

CHRISTIAN CALVY
Chargé d'affaires

ANNEX

IMPLEMENTATION PROCEDURE

In order to benefit from the provisions of the Agreement, the producers of each country shall attach to their co-production applications, submitted to their respective authorities, one month before the shooting of the film is to begin, a set of documents including:

- A document concerning the acquisition of copyright for the commercial use of the work,
- A detailed screenplay,
- A detailed cost estimate and financing plan,
- A list of the technical and artistic contributions to be made by the two countries,
- A production schedule,
- The co-production contract.

This contract shall specify that under this Agreement, the competent authorities of the two countries are not bound to release the film; it shall also provide for the terms of the financial arrangement in the event that release of the film is not possible in one or the other country.

The competent authorities of the country having the minority financial participation shall give their consent only after receiving the views of the authorities of the country having the majority financial participation.

[JORGE GÓMEZ MANTELLINI]

[CHRISTIAN CALVY]