

**No. 25381**

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**FRANCE  
and  
COLOMBIA**

**Agreement on cinematographic co-production and exchanges  
of films. Signed at Cartagena on 20 October 1985**

*Authentic texts: French and Spanish.*

*Registered by France on 6 October 1987.*

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**Accord de coproduction cinématographique et d'échanges de  
films. Signé à Cartagène le 20 octobre 1985**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 6 octobre 1987.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON CINEMATOGRAPHIC CO-PRODUCTION AND EXCHANGE OF FILMS BETWEEN FRANCE AND COLOMBIA

The Government of the French Republic and  
The Government of the Republic of Colombia,

Taking into account the Basic Agreement on Cultural Co-operation between France and Colombia signed in Paris on 13 June 1979<sup>2</sup> and wishing to facilitate the co-production of cinematographic works capable of enhancing the prestige of their countries by their artistic and technical quality, and to develop their exchanges of cinematographic works,

Have agreed as follows:

## I. CINEMATOGRAPHIC CO-PRODUCTION

*Article 1*

Cinematographic co-productions covered by this Agreement shall be treated as national cinematographic works by the authorities of the two countries in accordance with the legislation and regulations applicable in their countries.

They shall enjoy as of right the advantages reserved for national cinematographic works by the texts which are or may hereafter be in force in each country.

*Article 2*

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

— In France: the National Centre for Cinematography;

— In Colombia: the Company for the Promotion of Cinematography (FOCINE).

*Article 3*

In order to enjoy co-production privileges, cinematographic works must be proposed and/or undertaken by producers who have an appropriate technical and financial organization and professional experience recognized by the authorities of the country to which they belong.

*Article 4*

Applications for cinematographic co-production privileges must be submitted in France to the National Centre for Cinematography and in Colombia to the Company for the Promotion of Cinematography (FOCINE) at least sixty (60) days before the shooting of the film begins.

<sup>1</sup> Came into force on 20 October 1985 by signature, in accordance with article 22.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1456, No. 1-24624.

### Article 5

Applications for co-production privileges must be accompanied by the following documents:

- (1) A shooting script;
- (2) A document showing that copyright for cinematographic adaptation has been acquired legally;
- (3) A detailed cost estimate and a detailed financing plan;
- (4) A list of the technical and artistic contributions to be made by the two countries;
- (5) A production schedule; and
- (6) The co-production contract concluded between the co-producing companies.

### Article 6

(a) The approval given for the co-production of a specific cinematographic work by the competent authorities of each country may not be made dependent on the submission of samples of the cinematographic work.

(b) When the competent authorities of the two countries have given their approval for the co-production of a specific cinematographic work, that approval may not subsequently be withdrawn without agreement between the competent authorities.

(c) One or other of the co-producers may cede all or part of his rights in the co-production to another producer of the same nationality subject to the existing contract being respected.

(d) In a case where the script requires that all or part of the shooting be undertaken in a third country, the respective administrations shall make the appropriate representations to the corresponding bodies in that country in order to facilitate the shooting.

### Article 7

(a) The respective contributions of the producers of the two countries to the co-production of a cinematographic work may vary between thirty (30) and seventy (70) per cent, except in the event of a specific agreement between the competent authorities of the two countries.

(b) A general balance must, in principle, exist between the two countries concerning respective contributions and the participation of artists and technicians.

(c) Cinematographic works must be made by directors, technicians and performers possessing French nationality or resident status, or Colombian nationality.

(d) The participation of a director, technician or performer not possessing the nationality of either of the countries bound by this Agreement may be considered to the extent that his presence is made necessary by the subject or characteristics of the work, or marketing requirements, following prior agreement between the competent authorities of the two countries.

(e) The advantages bestowed on each co-producer by the legislation which is or may hereafter be in force in his country may not be transferred to or shared with the co-producer of the other country.

### *Article 8*

Studio shooting and sound and laboratory work must be undertaken with reference to the following provisions:

(a) Studio shooting must take place preferably in the country of the majority co-producer.

(b) Each co-producer shall, in any event, be the co-owner of the original picture and sound negative irrespective of where the negative is held.

(c) Each co-producer shall, in any event, have the right to an inter-negative in his own version. If one of the co-producers renounces that right, the negative shall be deposited in a place chosen by joint agreement of the co-producers.

(d) In principle, the development of the negative shall take place in a laboratory in the majority country, as shall the printing of copies intended for showing in that country; copies intended for showing in the minority country may be printed in a laboratory in that country.

### *Article 9*

In conformity with the spirit of this Agreement, an overall balance must be respected in the employment of the technical resources of the two countries as well as in the financial and artistic areas.

The competent authorities of the two countries shall make a periodic assessment as to whether this balance, resulting from the provisions of this Agreement, has been maintained and, if it has not, shall take whatever measures may be considered necessary.

### *Article 10*

Returns from the showing of the cinematographic co-production shall, in principle, be shared in proportion to the total contribution of each co-producer. The financial arrangements made by the co-producers and the areas involved in sharing returns shall be subject to the approval of the competent authorities of the two countries.

### *Article 11*

In the absence of any provisions to the contrary in the co-production contract, the export of cinematographic co-productions shall be carried out by the majority co-producer with the agreement of the minority co-producer.

In the case of cinematographic works in which the two countries have participated on an equal basis, export of the cinematographic work shall be carried out jointly by the co-producers, or by the party appointed by them by common agreement. In the event of the parties encountering difficulties in agreeing on responsibility for export, it shall be carried out by the co-producer possessing the nationality of the director.

### *Article 12*

In the event of export to a country applying import restrictions, the cinematographic work shall, as far as possible, be charged against the quota of the country associated in the co-production which benefits from the more favourable system.

*Article 13*

Cinematographic co-productions shall, during their commercial showing or at any artistic, cultural or technical event or international festival, bear the designation “FRANCO-COLOMBIAN CO-PRODUCTION” or “COLOMBIAN-FRENCH CO-PRODUCTION”. This obligatory designation must appear in the credits of the work.

*Article 14*

In festivals and competitions, cinematographic co-productions shall be presented with the nationality of the State to which the majority co-producer belongs, unless a different arrangement has been made by the co-producers and approved by the competent authorities of the two countries.

*Article 15*

Subject to the laws and regulations in force, the co-production of short cinematographic works must be undertaken with a concern for achieving an overall balance at the artistic, technical and financial levels.

*Article 16*

The competent authorities of the two countries shall give favourable consideration, on a case-by-case basis, to the making of cinematographic co-productions by France, Colombia and countries with which either State has co-production agreements.

*Article 17*

Subject to the laws and regulations in force, every facility shall be afforded for the entry, exit, travel and sojourn of artistic and technical personnel working on cinematographic co-productions and for the import and export to and from each country of material needed to make them (raw film, technical material, costumes, sets, publicity material, etc.).

## II. EXCHANGES OF CINEMATOGRAPHIC WORKS

*Article 18*

Subject to the laws and regulations in force, no restriction shall be imposed by either Party on the sale, import, showing and general distribution of national cinematographic works.

*Article 19*

Transfers of receipts from the sale and showing of cinematographic works imported under this Agreement shall be made pursuant to the contracts concluded between the producers in accordance with the laws and regulations in force in each country.

## III. GENERAL PROVISIONS

*Article 20*

The competent authorities of the two countries shall communicate to each other full information on the financial and technical matters concerning co-productions and exchanges of cinematographic works and, in general, all particulars con-

cerning cinematographic relations between the two countries or changes in the laws or regulations that might affect them.

*Article 21*

The competent authorities of the two countries shall give consideration, as required, to the conditions of application of this Agreement in order to resolve any difficulties caused by implementation of its provisions. They shall study such amendments as may be desirable with a view to developing cinematographic co-operation in the common interest of the two countries.

They shall meet within the framework of a mixed cinematographic commission at the request of one of them, particularly in the event of substantial changes in the laws or regulations applicable to the film industry.

*Article 22*

This Agreement shall enter into force as from the date of signature.

This Agreement is concluded for a period of two years from the date of its entry into force. It shall thereafter be automatically extended for periods of two years unless denounced by one of the Parties three months before the date of its expiry.

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

DONE at Cartagena on 20 October 1985 in duplicate in the French and Spanish languages, both texts being equally authentic.

For the Government  
of the Republic of Colombia:

[Signed]

NOEMI SANIN<sup>1</sup>  
AUGUSTO RAMIREZ OCAMPO<sup>2</sup>

For the Government  
of the French Republic:

[Signed]

M. ROLAND DUMAS

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<sup>1</sup> Mrs. Noemi Sanin signed the authentic French text.

<sup>2</sup> Mr. Augusto Ramirez Ocampo signed the authentic Spanish text.