

**No. 27184**

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**SPAIN  
and  
CUBA**

**Agreement on cinematographic collaboration. Signed at  
Havana on 30 March 1988**

*Authentic text: Spanish.*

*Registered by Spain on 3 April 1990.*

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**ESPAGNE  
et  
CUBA**

**Accord relatif à la collaboration cinématographique. Signé à  
La Havane le 30 mars 1988**

*Texte authentique : espagnol.*

*Enregistré par l'Espagne le 3 avril 1990.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF SPAIN AND THE  
REPUBLIC OF CUBA ON CINEMATOGRAPHIC COLLABO-  
RATION

The Kingdom of Spain and the Republic of Cuba,

Considering that it would be in the interests of the film industries of their respective countries, firstly, to encourage the coproduction of films that would enhance the reputation and contribute to the economic expansion of the Cuban and the Spanish cinema, and, secondly, to foster the exchange of films between their two countries,

Have agreed as follows:

*Article I*

In order to encourage increased knowledge of their respective cinematographic productions, both Parties shall take the measures necessary to facilitate the distribution and commercial exhibition of the films of both Parties within their respective territories.

To this end, both Parties give the following undertakings:

(I) The competent Cuban authorities shall authorize the importation of six Spanish feature-length films each year for commercial distribution within the territory of the Republic of Cuba.

(II) The competent Spanish authorities shall, on a reciprocal basis, authorize the importation, during the same period, of a maximum of three Cuban feature-length films for commercial distribution within the territory of the Kingdom of Spain under the conditions set forth in this Agreement.

(III) The number of films specified in paragraphs I and II may be increased by agreement between the two Parties through an exchange of notes to that effect, transmitted three months prior to 31 December each year.

(IV) Under the terms of this Agreement, the entry of Spanish and Cuban short films into the territory of the Republic of Cuba and the Kingdom of Spain shall be freely authorized with no restriction on the number of such films which may be imported.

(V) Both Parties shall make the necessary arrangements to ensure that the importation into their respective territories of films originating in the other country is undertaken on the basis of reciprocity of treatment.

(VI) The sole requirement for Spanish films to be shown in the territory of the Republic of Cuba and for Cuban films to be shown in the territory of the Kingdom of Spain shall be the classification or exhibition certificate delivered by the competent body in each country, with due respect, in each case, for the original version of the films.

<sup>1</sup> Came into force on 31 January 1990, the date of the last of the notifications (of 20 March 1989 and 31 January 1990) by which the Parties informed each other of the completion of their respective internal requirements, in accordance with article XVI (1).

(VII) Spanish films shall be regarded as Cuban films for the purposes of distribution and exhibition in the territory of the Republic of Cuba. Cuban films shall be regarded as Spanish films in the territory of the Kingdom of Spain for the purposes of calculating the screening quota. With regard to the distribution of Cuban films in Spain, licences shall be granted for the dubbing of foreign films into any official Spanish language under the following conditions:

(a) The first licence shall be granted when the Cuban film in question has been shown in the following five cities: Madrid, Barcelona, Valencia, Seville and Bilbao.

(b) The second and third licences shall be granted to the distributor when he is able to demonstrate that the film has taken gross box-office receipts of 30 and 60 million pesetas respectively.

(VIII) This Agreement shall apply only to cinematographic films produced in Spain or in Cuba which have been duly authorized by the competent body in each country and which are of sufficient quality and merit.

(IX) This Agreement shall not apply to coproductions with third countries in which the participation of either of the Contracting Parties is a minority participation by comparison with that of each of the other participants.

#### *Article II*

Cinematoca of Cuba and Filmoteca of Spain shall encourage the progressive exchange of films and film documents relating to the cinematographic production of both countries.

Special attention shall be paid to the exchange of experience and documents relating to film conservation, cataloguing, documentation and information, with a view to the gradual adoption of modern information systems and methods.

#### *Article III*

Cuba shall organize a Spanish Cinema Week in its territory in celebration of the national holiday of the Kingdom of Spain, on a date to be determined, and shall, on that occasion, receive a delegation of Spanish film-makers consisting of up to three persons for a period of up to ten days.

#### *Article IV*

Spain shall organize a Cuban Cinema Week in its territory as part of the celebrations to mark the Cuban national holiday, on a date to be determined, and shall, on that occasion, receive a delegation of Cuban film-makers consisting of up to three persons for a period of up to ten days.

#### *Article V*

Cuba shall organize a retrospective exhibition of Spanish cinema in its territory on a date to be determined and shall, on that occasion, receive a representative delegation of up to three Spanish film-makers for a period of up to eight days.

#### *Article VI*

Spain shall organize a retrospective exhibition of Cuban cinema in its territory on a date to be determined and shall, on that occasion, receive a representative delegation of up to three Cuban film-makers for a period of up to eight days.

### *Article VII*

Both Parties confirm their interest in cooperating on cinematographic projects, through the provision of advice and technical and human resources for the production and execution of coproductions, in accordance with their common interest.

All specific measures directed towards that end shall be undertaken under separate agreements to be concluded between the film production companies of both Parties.

With a view to the foregoing, the two Parties shall establish the following conditions:

(I) For a film to be recognized as a coproduction for the purposes of this Agreement, it must be based on a screenplay of considerable artistic value which will enhance the reputation of the Cuban and Spanish film industries. The competent bodies of each Party shall be responsible for determining whether a screenplay possesses such artistic value.

(II) In order to enjoy the benefits of a coproduction, films must be made by producers with good technical organization, sound financial backing and professional experience recognized by their respective national authorities.

(III) Coproduction projects must be submitted for the approval of the Parties at least 60 days before the date scheduled for shooting to commence. Such projects must include a budget, details of the proportion of the funding to be provided by each of the coproducers, the planned technical and artistic team, the distribution of income received, the contract concluded between the coproduction companies for the execution of the project, and any other information necessary for the examination and evaluation of the project.

(IV) Once a project has been approved by the competent bodies of both Parties, it may not be amended without the prior authorization of both Parties.

(V) During the term of this Agreement, efforts shall be made to ensure an overall balance between majority and minority participation in the coproductions undertaken by Cuba and Spain.

(VI) Without prejudice to the overall balance referred to above, the size of the respective contributions of the coproducers of both countries may vary from 20 to 80 per cent for each film. Such contributions shall consist of:

- (a) The provision of staff (directors, technicians and actors);
- (b) The provision of services and equipment;
- (c) Financial contributions.

The contributions referred to above may be supplemented by a financial contribution to make up the total share of each producer. The financial contribution may not exceed 50 per cent of the total contribution of each producer.

(VII) The films must be made by directors, technicians and actors who possess Cuban or Spanish nationality. Subject to authorization by the competent authorities of both Parties, persons of other Latin American nationalities may also take part.

(VIII) In exceptional circumstances and with the agreement of both Parties, artistic and technical staff who do not possess one of the nationalities mentioned in the preceding paragraph may take part.

(IX) Both Parties shall provide all necessary facilities to assist the movement and residence of artistic and technical staff taking part in such films, and for the import and export, into and from each country, of the equipment necessary for the shooting and exhibition of coproductions, such as blank film, technical equipment, costumes, props and other services.

*Article VIII*

The two Parties shall exchange exhibitions of film posters to be organized in conjunction with the activities referred to in articles V and VI of this Agreement.

*Article IX*

Cuba shall arrange visits for Spanish film critics interested in the study of Cuban cinema and Latin American cinema in general, with a view to the organization of meetings with Cuban experts and film-makers and seminars on topics proposed by the Cuban Film Information Centre and Cinemateca, the gathering of information, and the exchange of experience. In that connection, a total of two visitors shall be invited for a period of up to ten days.

*Article X*

Spain shall arrange visits for Cuban film critics interested in the study of Spanish cinema and, in particular, those with experience in research into the relationship between the public and the cinema.

*Article XI*

In addition to the cooperation activities mentioned above, Cinemateca in Cuba and Filmoteca in Spain shall exchange information concerning their collections of films produced by the other Party and shall embark on a long-term process of completing their collections by exchanging films, using selective criteria to determine the important films produced by each of them.

*Article XII*

Each Party shall invite the other to cinematographic events organized in its territory.

*Article XIII*

The financial provisions for the application of this Agreement shall be implemented in accordance with the provisions laid down in the Agreement on Cultural and Educational Cooperation between the Republic of Cuba and the Kingdom of Spain.<sup>1</sup>

*Article XIV*

This Agreement shall not preclude other forms of cooperation, which must be approved in advance by both Parties.

Proposals must be submitted to the other Party at least 90 days in advance.

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<sup>1</sup> United Nations, *Treaty Series*, vol. 1381, No. I-23165.

*Article XV*

The following shall be regarded as the competent authorities for the purposes of this Agreement:

- In Spain, the Director-General of the Institute of Cinematography and Audiovisual Arts.
- In Cuba, the President of the Cuban Institute of Cinematographic Art and Industry.

*Article XVI*

(I) This Agreement shall enter into force on the date on which both Governments notify each other by diplomatic note that the internal formalities required for this purpose have been completed.

(II) It shall remain in force for a period of two (2) years from the date of its entry into force; it shall be automatically renewed for periods of two years, unless one of the Contracting Parties gives notice of termination six (6) months before the date of expiry.

Coproductions in progress at the time of notice of termination of this Agreement given by either Party shall, however, continue to benefit fully under this Agreement until they have been completed.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, hereby sign this Agreement in the city of Havana on the 30th day of March 1988, in two original copies, both in Spanish, both texts being equally authentic.

For the Kingdom  
of Spain:

[Signed]

FERNANDO MENDEZ-LEITE SERRANO  
Director-General of the Institute of  
Cinematography and Audiovisual Arts

For the Republic  
of Cuba:

[Signed]

JULIO GARCÍA ESPINOSA  
President of the Cuban Institute of  
Cinematographic Art and Industry