

No. 29505

**FEDERAL REPUBLIC OF GERMANY
and
PORTUGAL**

Agreement concerning relations in the field of cinematography (with annex). Signed at Lisbon on 29 April 1988

Authentic texts: German and Portuguese.

Registered by Germany on 28 January 1993

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
PORTUGAL**

Accord relatif aux relations dans le domaine cinématographique (avec annexe). Signé à Lisbonne le 29 avril 1988

Textes authentiques : allemand et portugais.

Enregistré par l'Allemagne le 28 janvier 1993.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
PORTUGUESE REPUBLIC CONCERNING RELATIONS IN THE
FIELD OF CINEMATOGRAPHY

The Government of the Federal Republic of Germany and the Government of the Portuguese Republic,

Anxious to promote cooperation in the field of cinematography,

Desiring to encourage the co-production of films likely to promote film production in the two countries,

Have agreed as follows:

CO-PRODUCTION

Article 1

The Contracting Parties shall treat films co-produced by producers of both countries in accordance with the provisions of this Agreement within the framework of their respective national legislation.

Article 2

(1) Films co-produced under this Agreement shall be regarded as national films.

(2) Co-producers shall receive such subsidies and other financial benefits as are granted in the territory of a Contracting Party under its legislation.

(3) Co-productions to which this Agreement is to apply shall be subject to mutually agreed approval before the start of shooting by the competent authorities of the two Contracting Parties: the competent authority in the Federal Republic of Germany shall be the Bundesamt für Wirtschaft (Federal Office for Industry and Commerce), and in Portugal the Instituto Português do Cinema (Portuguese Institute for the Cinema).

(4) Approval shall be subject to the appropriate implementation of the co-production project.

Article 3

The privileges available for co-productions shall be granted to producers who have a good technical and financial organization and adequate professional qualifications.

¹ Came into force on 17 November 1989, i.e., 30 days after the date of receipt of the last of the notifications by which the Parties had informed each other of the completion of the required constitutional procedures, in accordance with article 15 (1).

Article 4

(1) Participation by the co-producers shall consist of financial, artistic and technical contributions. The artistic and technical contributions of each co-producer shall be in proportion to his financial contribution.

(2) The share of the minority co-producer in the costs of production of the film shall as a rule be at least 30 per cent.

(3) In exceptional cases, a minimum financial participation of 20 per cent may be accepted if the film is of particular importance to the two countries and the production costs are higher than average.

Article 5

(1) The participants in the making of the film must, in the case of the Federal Republic of Germany, be German nationals or belong to the German cultural community and have their permanent residence in the Federal Republic of Germany; in the case of the Portuguese Republic, they must be Portuguese nationals or have a residence permit for the Portuguese Republic. If, in accordance with these provisions, persons can be classified as being from both States, the co-producers shall agree upon their classification. If no agreement is reached, these persons shall be classified as being from the State of the co-producer to whom they are under a contractual obligation.

(2) The artistic and technical participation by the co-producer making the minority financial contribution shall include at least one scriptwriter or adaptor, one assistant director or other important artistic or technical member of the team and one actor in a leading role and an important role, or two actors in important roles and one actor in a supporting role, all being nationals of the minority co-producer country. If the minority co-producer provides the director, one actor in an important role for the country of minority financial contribution shall then be sufficient.

(3) Exceptionally, the participation of performers or writers who do not fulfil the requirements of paragraph (1) of this article may, having regard to the requirements of the film, be permitted with the agreement of the competent authorities of the Contracting Parties.

(4) In so far as the technical requirements are met, laboratory work and sound processing (mixing, dubbing, etc.) shall be carried out within the area of validity of this Agreement. In the case of location shooting in third countries, the relevant part of the negative may be developed there and a master copy made. A balance shall be sought in the use of the technical facilities of the Contracting Parties.

(5) In so far as the technical requirements are met, studio shooting should be carried out in studios that are within the area of validity of this Agreement.

(6) (a) Each producer shall be a part owner of the original negative (picture and sound), shall have free access to it and shall be entitled to a duplicate negative in his own language version. The consent of both producers shall be required for the production of a duplicate negative in a language other than those of the Contracting Parties.

(b) An original or dubbed version in German or in Portuguese shall be made from the final version of the film, if the script so requires.