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**Canada
and
Argentina**

Agreement on film relations between the Government of Canada and the Government of the Argentine Republic (with annex). Montreal, 22 September 1988

Entry into force: *provisionally on 22 September 1988 by signature and definitively on 11 October 1990, in accordance with article XIX*

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**Canada
et
Argentina**

Accord entre le Gouvernement du Canada et le Gouvernement de la République d'Argentine sur les relations cinématographiques (avec annexe). Montréal, 22 septembre 1988

Entrée en vigueur : *provisoirement le 22 septembre 1988 par signature et définitivement le 11 octobre 1990, conformément à l'article XIX*

Textes authentiques : *anglais, français et espagnol*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT ON FILM RELATIONS
BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC

The Government of Canada and the Government of the Argentine Republic,

Considering that it is desirable to establish a framework for film relations and particularly for coproductions;

Conscious that quality coproductions can contribute to the development of the film culture of the film industries of both countries as well as to the development of their cultural and economic exchanges;

Convinced that these exchanges will contribute to the enhancement of the relations between the two countries;

Have agreed as follows:

I - COPRODUCTIONS IN FILM

ARTICLE I

For the purposes of this Agreement, the words "film coproduction", refer to projects irrespective of length or format including animation and documentaries, produced on film, for distribution in theatres, on television, videocassette, or any other form of distribution.

Coproductions undertaken under the present Agreement must be approved by the following competent authorities:

In Canada: the Minister of Communications.

In Argentina: the National Institute of Cinematography

These coproductions are considered to be national productions by and in each of the two countries. Subject to the national legislation and regulations in force in Canada and Argentina, coproductions are fully entitled to take advantage of the benefits available to the film industries or those benefits that may be decreed in their respective countries. These benefits accrue solely to the producer of the country that grants them.

ARTICLE II

The benefits of the provision of this Agreement apply only to coproductions undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

ARTICLE III

The producers, the writers and the directors of coproductions, as well as technicians, performers and other production personnel participating in the production, must be Canadian or Argentine, or permanent residents of Canada or foreigners with Argentine residency permits.

Should the coproduction so require, the participation of one (1) performer other than those provided for in the first paragraph of Article III of this Agreement may be permitted, subject to approval by the competent authorities of both countries.

ARTICLE IV

The proportion of the respective contributions of the coproducers of the two countries may vary from twenty (20) to eighty (80) per cent of the budget for each coproduction.

Location shooting, exterior or interior, in a country not participating in the coproduction may be authorized on an exceptional basis, with the specific approval of the competent authorities of both countries, if the script or the action so requires and if technicians from Canada and Argentina take part in the shooting.

The minority coproducer shall be required to make an effective technical and creative contribution. In principle, the contribution of the minority coproducer in technicians and performers shall be in proportion to his investment. This contribution should comprise the participation of not less than three (3) technicians, one (1) performer in a leading role and two (2) performers in a supporting role. Departures herefrom may be approved by the competent authorities of both countries.

ARTICLE V

Live action shooting and animation works such as storyboards, layout, key animation, in between and voice recording must, in principle, be carried out alternately in Canada and Argentina.

ARTICLE VI

The competent authorities of both countries look favourably upon coproductions undertaken by producers of Canada, Argentina and countries to which Canada or Argentina is linked by coproduction agreements.

The proportion of the minority contribution in these coproductions shall be not less than twenty (20) percent for each coproduction.

The minority coproducers shall be obliged to make an effective technical and creative contribution.

ARTICLE VII

Two copies of the final protection and reproduction material used in the production shall be made for all coproductions. Each coproducer shall be the owner of a copy of the protection and reproduction material and shall be entitled to use it to make the necessary reproductions. Moreover, each coproducer shall have access to the original production material in accordance

with the conditions agreed upon between the coproducers. At the request of both coproducers and subject to the approval of the competent authorities of both countries, only one copy of the final protection and reproduction material may be made for low budget productions. In this case, the material would be kept in the country of the majority coproducer. The minority coproducer would have access to the material at all times.

ARTICLE VIII

Two versions shall be made of each film coproduction. One in Spanish and one in English or French. Double shooting in two of these languages may be made. Dialogue in other languages may be included in the coproduction as the script requires.

The dubbing or subtitling of each coproduction into French, and/or English and Spanish shall be carried out in Canada or Argentina. Any departures herefrom must be approved by the competent authorities of both countries.

ARTICLE IX

Subject to their legislation and regulations in force, Canada and Argentina shall facilitate the entry into and temporary residence in their respective territories of the creative and technical personnel dependent on the coproducer of the other country. They shall similarly permit the temporary entry and re-export of any equipment necessary for the coproduction under this Agreement.

ARTICLE X

The sharing of the receipts should, in principle, be proportional to the total contribution of each of the coproducers and shall be subject to approval by the competent authorities of both countries.

ARTICLE XI

Approval of a coproduction proposal by the competent authorities of both countries is in no way binding upon them in respect of the granting of license to show the coproduction.

ARTICLE XII

Where a coproduction is exported to a country that has quota regulations:

- (a) it shall in principle be included in the quota of the country of the majority coproducer;
- (b) it shall be included in the quota of the country that has the best opportunity of arranging for its export, if the respective contributions of the coproducers are equal;

- (c) it shall be included in the quota of the country of which the director is a national, if any difficulties arise with clause a) and b).

ARTICLE XIII

A coproduction shall when shown be identified as a "Canada-Argentina coproduction" or "Argentina-Canada coproduction" depending upon the origin of the majority coproducer or in accordance with an agreement between coproducers.

Such identification shall appear in the credits, in all commercial advertising and promotional material and whenever this coproduction is shown.

ARTICLE XIV

Unless the coproducers agree otherwise, a coproduction shall be entered at international festivals by the country of the majority coproducer or, in the event of equal financial participation of the coproducers, by the country of which the director is a national.

ARTICLE XV

The competent authorities of both countries shall jointly establish the rules of procedure for coproductions taking into account the legislation and regulations in force in Canada and Argentina. These rules of procedure are attached to the present Agreement.

II - EXCHANGE OF FILMS

ARTICLE XVI

No restrictions shall be placed on the import, distribution and exhibition of Argentine films in Canada or Canadian films in Argentina other than those contained in the legislation and regulations in force in each of the two countries.

It would be desirable that the dubbing or subtitling in English and/or French of each Argentine production distributed and exhibited in Canada be carried out in Canada and that the dubbing and subtitling in Spanish of each Canadian production distributed and exhibited in Argentina be carried out in Argentina.

III - COPRODUCTIONS IN VIDÉO

ARTICLE XVII

Film productions produced by other audiovisual mediums including, but not limited to videotape, videodisk shall also be covered by this Agreement.