FILM CO-PRODUCTION AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the Federative Republic of Brazil

and

the Government of the People's Republic of China
(hereinafter referred to as "the Contracting Parties");

Considering that the film industries of the two countries will benefit from closer mutual co-operation in the production of films;

Seeking to build on and expand cooperation between the two countries in the area of film;

Desirous of enhancing and facilitating the co-production of films which may be conducive to the film industries of both countries and to the development of their cultural and economic exchanges;

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

Have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement:

a) "Film" means an aggregate of images, or of images and sounds, embodied in any material, regardless of its length, including fiction films, documentaries and animation films, and which are primarily intended for theatrical release, for the purposes of the relevant legislation and regulations in each co-producing country;

b) "Approved Co-production" means a co-produced film which has Approved Co-production status in accordance with Article 4;

c) "Competent Authorities" means the government departments or other bodies designated in accordance with Article 3;

d) "Co-producer" means any legal person or company who is a co-producer of a film;

e) "Chinese Co-producer" means a co-producer who is established in the People's Republic of China (hereinafter referred to as "China");

f) "Brazilian Co-producer" means a co-producer who is established in the Federative Republic of Brazil (hereinafter referred to as "Brazil");

g) "Third Party Co-producer" means a co-producer who is established outside of China or Brazil and Article 6 of this Agreement applies to;

h) "Nationals" means:

i. in relation to China, citizens of China;

ii. in relation to Brazil, citizens of Brazil;

i) "Residents" means:

i. in relation to China, natural persons who are not citizens of China but are permanent residents of or established in China;

ii. in relation to Brazil, natural persons who are permanent residents of Brazil;

j) "Production Costs", in relation to a co-production, means expenditure incurred for the purpose of making the film.

Article 2

Recognition as a National Film and Entitlement to Benefits

A Co-production Film shall be entitled to the full enjoyment of all the benefits which are or may be accorded in China and Brazil respectively to national films subject to the laws and/or regulations in force in each country. These benefits accrue solely to the co-producer of the country that grants them.

Article 3

Competent Authorities

The Competent Authority of each Contracting Party shall be set out in the Annex to this Agreement. Notwithstanding Article 13, if a Contracting Party wishes to designate another authority as its Competent Authority, that Contracting Party shall notify the other Contracting Party in advance in writing through diplomatic channels of such changes.

Article 4

Approval of Projects

1. Co-production Films must obtain provisional approval from both Competent Authorities before shooting begins. It is the responsibility of the co-producers to provide any documentation required by the Competent Authorities to enable the Competent Authorities to complete their provisional approval processes.

2. Co-production Films must be made in accordance with the terms of the provisional approval which has been given by the Competent Authorities.

3. Upon completion of production, it is the responsibility of the co-producers to submit to the Competent Authorities the completed Co-production Film (and any documentation required by the Competent Authorities) to enable the Competent Authorities to complete their final approval processes before the Co-production Film receives the benefits of final approval, pursuant to Article 2.

4. In determining both provisional and final approval, the Competent Authorities shall apply the Annex to this Agreement to Co-production Films.

5. The Competent Authorities shall consult with each other to enable them to determine whether a project conforms with the provisions of this Agreement. Each Competent Authority, in deciding whether to grant or refuse provisional or final approval, shall apply its own policies and guidelines.

6. When approving a Co-production Film, each Competent Authority may stipulate conditions of approval framed in order to achieve the general aims and objectives of this Agreement. In the event of a disagreement between the Competent Authorities about the giving of such an approval or the inclusion of such a condition, the project concerned shall not be approved under this Agreement.

7. In relation to China, a Co-production Film will be recognized as having completed the provisional approval process once the Chinese Competent Authority provides written notification to the Chinese co-producer that provisional approval has been granted. A Co-production Film will be recognized as having completed the final approval process once the Chinese Competent Authority has granted it "The Film Public Screening Permit".

8. In relation to Brazil, a Co-production Film will be recognized as having completed the provisional approval process once the Brazilian Competent Authority provides written notification to the Brazilian co-producer that provisional approval has been granted. A Co-production Film will be recognized as having completed the final approval process once the Brazilian Competent Authority has granted it the "Certificate of Brazilian Product".

Article 5

Requirements on Co-production Companies

1. Production companies involved in a Co-production Film must be registered in accordance with the laws and regulations of the relevant Contracting Party, and must obtain any permit which may be required by the Competent Authorities.

2. Co-production Films must be undertaken by film producers whose technical and financial capacity and professional experience satisfy the requirements of the respective

Competent Authorities' approval processes.

Article 6
Co-Productions with Third-Parties

The Competent Authorities may jointly approve a project for a Co-production Film under this Agreement that is to be made in conjunction with co-producers from any third countries with which either or both of the Parties have signed a film or an audiovisual co-production Agreement, in accordance with their respective domestic laws.

Article 7
Application for Co-Production Status

1. The Chinese co-producer is responsible for applying for co-production status in China and doing all that is necessary to ensure the Co-production Film complies with the requirements of both the Chinese Competent Authority and the Chinese handling organization for granting co-production status.

2. The Brazilian co-producer is responsible for applying for co-production status in Brazil and doing all that is necessary to ensure the Co-production Film complies with the requirements of the Brazilian Competent Authority for granting co-production status.

3. Any Third Party co-producer shall fulfill all conditions relating to the co-production status which would be required to be fulfilled to produce a film under the terms of the film co-production treaty in force between that co-producer's territory and either China or Brazil.

Article 8
Import of Equipment

Each of the Contracting Parties shall provide, in accordance with their respective legislation, temporary admission, free of import duties and taxes, of cinematographic equipment for the making of Co-production Films.

Article 9
Immigration Facilitation

Each of the Contracting Parties shall permit the personnel of the other country who conform with Article 1(1) and citizens of the territory of any Third Party co-producer to enter, remain in and return to China or Brazil as the case may be, for the purpose of making or exploiting a Co-production Film, subject to the requirements that they need to comply with according to the relevant laws in the respective territories.

Article 10
Respect for Laws and Cultural Practices

The production crews from both Contracting Parties shall respect the constitution, laws and regulations, ethnic cultures, religious beliefs and local customs and conventions of the

country where shooting takes place.

Article 11
Permission to Exhibit Publicly

1. The approval of a Co-production Film by the Competent Authorities shall not imply the public exhibition of the resulting Film in and outside the co-producers' territories.

2. Public exhibition shall comply with the applicable laws and regulations of the Contracting Parties.

Article 12
International Film Festivals

1. The majority co-producer enjoys first option to send a Co-production Film to film festivals.

2. If both co-producers so approve, the minority co-producer may send a Co-production Film to international film festivals.

Article 13
Status of Annex

1. The Annex to this Agreement forms an integral part of this Agreement.

2. Subject to Article 3 and notwithstanding Article 14(2), any modifications to the Annex shall be jointly agreed by the Competent Authorities. No modification to the Annex shall conflict with the provisions of this Agreement.

3. Modifications to the Annex shall be confirmed by diplomatic notes and shall take effect on the date of the second notification by which the Parties inform each other of the completion of their internal procedures required for the amendment to enter into force.

Article 14
Amendments and Review

1. The Competent Authorities shall supervise and review the working of this Agreement, strive to resolve any difficulties in its implementation, and make any proposals considered necessary for any modification of this Agreement.

2. The Contracting Parties may amend this Agreement by mutual consent. Any such amendments shall enter into force in accordance with the terms specified in Article 16(1).

Article 15
International Obligations

The provisions of this Agreement are without prejudice to other international

obligations of the Contracting Parties.

Article 16
Entry into Force, Duration and Termination

1. The Contracting Parties of this Agreement shall, through diplomatic channels, inform each other of the completion of their internal requirements for the entry into force of this Agreement. This Agreement shall enter into force on the date of the latter notification.

2. This Agreement shall remain in force for a period of five (5) years. Either Party may terminate this Agreement, at any time, through diplomatic channels. Termination shall be effective six (6) months after the receipt of such a notification.

3. If no written notice is given by either Contracting Party six (6) months before the expiration date, this Agreement shall be automatically extended for a further period of five (5) years, and shall thereafter be renewable for similar periods accordingly.

4. A film made in accordance with an approval by the Competent Authorities under this Agreement but completed after the termination of this Agreement shall be treated as a co-production film and its co-producers shall accordingly be entitled to all the benefits of this Agreement.

In witness whereof the undersigned, duly authorized thereto, have signed this Agreement.

Done at Beijing, on September 1, 2017, in duplicate in the Portuguese, Chinese and English languages, all texts being equally authentic.

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

Aloysio Nunes Ferreira
Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

Nie Chenxi
Head of the State Administration of Press, Publication, Radio, Film and Television

ANNEX

IMPLEMENTING ARRANGEMENT TO THE FILM CO-PRODUCTION AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

A. Competent Authorities

The Competent Authorities for the Film Co-production Agreement ("the Agreement") between the Government of the Federative Republic of Brazil and the Government of the People's Republic of China are as follows:

1. The Chinese Competent Authority is the State Administration of Press, Publication, Radio, Film and Television.

The Chinese Competent Authority designates the China Film Co-production Corporation as the Chinese handling organization through which co-production films are assessed for co-production status in China.

2. The Brazilian Competent Authority is the Brazilian Film Agency - ANCINE, which is also the Brazilian handling organization through which co-production films are assessed for co-production status in Brazil.

B. Rules Applying to Co-Production Films

The following rules of this Annex apply to Co-production Films under the Agreement:

1. Applications for qualification as Co-production Films under the Agreement must be made simultaneously to both Competent Authorities before shooting begins, considering the fact that the provisional approval process takes at least forty-five (45) days.

Documentation submitted in support of an application shall consist of the following items, drafted in Chinese, in the case of China, or Portuguese, in the case of Brazil, as requested by the respective Competent Authorities:

a) The final script;

b) A document providing proof that the copyright for the production has been legally acquired;

c) A copy of the co-production contract signed by the two co-producers. The contract shall include in any case:

(i) The title of the Co-Production;

(ii) The name of the co-producers;

(iii) The name of the author of the script or that of the adaptor if the script is drawn from a literary source;

(iv) The name of the director (a substitution clause permitted to provide for his/her replacement if necessary);

(v) the total cost of the production, identifying the total financial contributions to be made by each co-producer;

(vi) The respective shares of the co-producers in any over or under expenditure, which shares shall in principle be in proportion to their respective contributions;

(vii) A clause recognizing that the approval of an audiovisual co-production under the Agreement shall not imply the public exhibition of the resulting Film in and outside the co-producers' territories;

(viii) The period when shooting is to begin;

(ix) A clause stipulating that the majority co-producer shall take out insurance policy covering at least "all production risks" and "all original material production risks";

(x) Adequate provisions in compliance with Section B (11) of this Annex.

d) The distribution contract, where this has already been signed;

e) A list of the creative and technical personnel indicating nationalities and role, and in the case of performers, the roles they are to play;

f) The production schedule;

g) The detailed budget, identifying the expenses to be incurred in each country by each producer;

h) The financing plan;

i) The synopsis;

j) Any other requirements that the national legislations of each co-producing country might have in relation to the content of co-production contracts.

The Competent Authorities of the two countries can demand any further documents and all other additional information deemed necessary.

Amendments, including the replacement of a co-producer, may be made in the original contract but they must be submitted for approval by the Competent Authorities of both countries before the Co-Production is finished. The replacement of a co-producer may be allowed only in exceptional cases and for reasons satisfactory to both Competent Authorities.

The Competent Authorities will keep each other informed of their decisions as set out under Section B (1).

2. The contract or contracts governing the making of the Co-production Films will

provide that a co-producer may assign or dispose of the benefits referred to in Article 2 of the Agreement only to a Co-producer who is established in that co-producer's country.

3. The Competent Authorities will satisfy themselves that conditions of work in the making of Co-production Films under the Agreement in each of the countries of the participating co-producers are in broad terms comparable and that in the event that location shooting of the film takes place in a country other than that of a co-producer, conditions will be, in broad terms, no less favorable.

4. None of the co-producers will be linked by common management, ownership or control, save to the extent that it is inherent in the making of the Co-production Film itself.

5. All work on the co-production prior to completion shall be carried out in China or Brazil, and when there is a Third Party co-producer, in that co-producer's territory. Re-voicing and subtitling of co-production films shall be carried out in China or Brazil, and when there is a Third Party co-producer, in that co- producer's territory.

The majority of this work will normally be carried out in the country of the co-producer which has the major financial participation, but the Competent Authorities may mutually approve other arrangements. The Competent Authorities may also mutually approve location filming in a country other than the countries of the participating co-producers.

6. Individuals participating in the making of Co-production Films, i.e. the main cast and crew, will be Nationals or Residents of China or Brazil, or, where there is a Third Party co-producer, citizens of that co-producer's territory.

In circumstances where script or financing dictates, personnel (cast or crew) from other countries may be engaged. The engagement of such personnel will be in accordance with the applicable laws and regulations of the Contracting Parties.

Where the Competent Authorities have approved location filming in a country other than that of the participating co-producers, citizens of that country may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

7. The performing, technical and craft contribution (being the "creative" contribution) and the financial contribution of each co-producer will be agreed by the co-producers, provided that the performing, technical and craft contribution of each co-producer to a Co-production Film will be in reasonable proportion to each of the co-producer's financial participation.

8. Each co-producer will have a financial and creative contribution of not less than twenty per cent (20%) of the total financial and creative contribution for the Co-production Film, and not more than eighty per cent (80%) of the total. In circumstances, the Competent Authorities may agree to different limits, but subject to new minimum and maximum limits of 10% and 90%, respectively. In the event that a Third Party co-producer is authorized to participate in the Co-Production Film, its contribution shall not be less than ten (10) per cent of the total production cost and no greater than the lesser of the individual contributions of the Chinese and Brazilian co-producers.

9. Any music specially composed for a Co-production Film will, subject to any departure from this rule which is approved by the Competent Authorities, be composed by Nationals or Residents of China or Brazil, or, where there is a Third Party co-producer, by citizens

of that co-producer's territory. The engagement of such personnel will be in accordance with the laws and regulations of the Contracting Parties.

In circumstances where script or financing dictates, music composers from other countries may be engaged. The engagement of such personnel will be in accordance with the applicable laws and regulations of the Contracting Parties.

10. At least ninety per cent (90%) of the footage included in a Coproduction Film will, subject to any departure from this rule which is mutually approved by the Competent Authorities, be especially shot for that film.

11. The contracts between the co-producers shall:

a) Provide that each co-producer will have access to the original production material in accordance with the conditions agreed upon between the co-producers;

b) Contain a clause stating that each co-producer is co-holder of the tangible elements of the film and guarantee that all materials are copyright protected and that any exploitation can only be conducted with agreement of both co-producers;

c) Set out the financial liability of each co-producer for costs incurred:

(i) in preparing a project which is refused conditional approval as Co-production Film by the Competent Authorities;

(ii) in making a film which has been given such conditional approval and fails to comply with the conditions of such approval; or

(iii) in making an approved Co-production Film, permission for whose public exhibition is withheld in any of the countries of the co-producers;

d) Prescribe the measures to be taken where a co-producer fails to fulfill their commitments under the contract.

e) Establish that the rights to the Co-production Film shall be shared between the co-producers in a manner that reflects their respective financial contributions.

f) Set out the arrangements regarding the division between the co-producers of the revenues from the exploitation of the film, including those from export markets; the sharing of revenues should be proportional to the total contribution of each of the co-producers. Nevertheless, if desired and mutually agreed upon, co-producers may retain revenues from the exploitation of the co-production in their respective national markets, provided that the revenues from the rest of the world (ROW) are shared in proportion to the co-producers' investments.

g) Specify the dates by which their respective contributions to the production of that film will have been completed.

12. Each Co-production Film will include a separate credit title indicating that the film is either a "Chinese-Brazilian Co-production" or a "Brazilian-Chinese Co-production", or where

relevant, a credit which reflects the participation of China, Brazil and the territory of the Third Party co-producer and will carry the logos of the Competent Authorities.

13. Over each period of five years commencing on the date that the Agreement enters into force, an overriding aim of the Agreement, monitored by the Competent Authorities, will be to ensure that an overall balance is achieved as regards:

a) the contribution of each country to the production costs of all Co-production Films;

b) the employment of all performing, craft and technical personnel; and

c) the participation in each of the major performing, craft and technical categories and in particular, that of the writer, director and lead cast.

14. The Competent Authorities will inform each other of new Agreements set up with other countries, in order to increase the effectiveness of the Agreement.