

**AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND  
THE GOVERNMENT OF NEW ZEALAND CONCERNING AUDIO-VISUAL CO-PRODUCTION**

The Government of the Federative Republic of Brazil

and

the Government of New Zealand  
(hereinafter referred to as “the Parties”),

Seeking to enhance cooperation between their two countries in the audio-visual sector;

Desirous of expanding and facilitating Audio-visual co-production which may be conducive to the film and audio-visual industries of both countries and to the development of their cultural and economic exchanges; and

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

Have agreed as follows:

**Article 1  
Definitions**

1. For the purposes of this Agreement:
  - a) “Competent Authority” means the authority designated as such in the Annex by each Party;
  - b) “Co-producer” means one or more New Zealand nationals, or one or more Brazilian audio-visual production companies involved in the making of an Audio-visual co-production, or in relation to Article 5 (Third Party Co-productions), one or more audio-visual production companies established in

the Third Party, in compliance with the domestic legislation and regulatory requirements of the Party concerned;

c) “Audio-visual co-production” means an audio-visual work for the purposes of the relevant legislation both in New Zealand and Brazil, regardless of its format and length, including fiction, animation and documentary productions, financed and produced jointly by one or more New Zealand Co-producers and one or more Brazilian Co-producers under a project approved by both Competent Authorities, for exploitation in theatres, on television, home entertainment devices, or any distribution system to the extent permitted by the domestic legislation of both Parties;

d) “Nationals” means:

i) for the Federative Republic of Brazil (hereinafter referred to as “Brazil”),  
- citizens of Brazil; or  
- permanent residents of Brazil;

ii) for New Zealand,  
- citizens of New Zealand; or  
- permanent residents of New Zealand; or  
- any person who is required to be treated as a New Zealander for purposes of implementing this Agreement.

## **Article 2**

### **Recognition as a National Audio-visual work and entitlement to benefits**

1. An Audio-visual co-production shall be fully entitled to all the benefits which are or may be accorded to national audio-visual works by each of the Parties under their respective national laws.

2. Any benefits which may be granted within either Party in relation to an Audio-visual co-production shall accrue to the Co-producer who is permitted to claim those benefits in accordance with the legislation of that Party, subject to any other relevant international obligations.

## **Article 3**

### **Approval of Projects**

1. Approval of Audio-visual co-productions shall be requested from the Competent Authorities of both countries prior to the commencement of shooting. Approvals shall be granted in writing following consultation between the Competent Authorities and shall specify the conditions upon which the approval is granted.

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

3. In considering proposals for the making of an Audio-visual co-production, Competent Authorities, acting jointly and with due regard for their respective policies and guidelines, shall apply the rules set out in this Agreement and its Annex.

#### **Article 4 Contributions**

1. For each Audio-visual co-production:

a) the performing, technical, craft and creative participation of the Co-producers; and

b) production expenditure in each of the Co-producers' countries

shall be in reasonable proportion to their respective financial contributions.

2. Both the financial contribution, and the performing, technical, craft and creative participation of each Co-producer shall account for at least twenty per cent (20%) and not more than eighty per cent (80%) of the total effort in making the Audio-visual co-production.

3. Notwithstanding the preceding paragraphs of this Article, in exceptional cases, the Competent Authorities may jointly approve Audio-visual co-productions which, despite falling outside the contribution rules, would further the objectives of this Agreement. In any case, the minority contribution shall not be less than ten per cent (10%) of the budget of the Audio-visual co-production.

#### **Article 5 Third Party Co-productions**

1. Where either Brazil or New Zealand maintains with a Third Party a film or an Audio-visual co-production agreement, the Competent Authorities may approve a project for an Audio-visual co-production under this Agreement that is to be made in conjunction with a Co-producer from that Third Party.

2. Approvals under this Article shall be limited to proposals in which the contribution of the Third Party Co-producer is not less than ten per cent (10%) of the total production cost and no greater than the lesser of the individual contributions of the New Zealand and Brazilian Co-producers.

**Article 6**  
**Participation**

1. Persons participating in an Audio-visual co-production shall be Nationals of Brazil and of New Zealand and, where there is a Third Party Co-producer, nationals of the Third Party.
2. Subject to the approval of the Competent Authorities:
  - a) where script or financing dictates, restricted numbers of performers from other countries may be engaged; and
  - b) in exceptional circumstances, restricted numbers of technical personnel from other countries may be engaged.

**Article 7**  
**Rights, revenues and markets**

1. The rights, revenues and prizes arising in connection with the Co-production shall be shared between the Co-producers in a manner that reflects their respective financial contributions.
2. 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 are shared in proportion to the Co-producers' investments.

**Article 8**  
**First release version**

1. All work on the Co-production prior to completion shall be carried out in New Zealand and/or in Brazil and/or, where there is a third Co-producer, in the jurisdiction of the third Co-producer. However, nothing in this Agreement shall prevent Co-production work in a third country or region if the Competent Authorities agree, in accordance with Article 9.
2. At least ninety per cent (90%) of the footage included in an Audio-visual co-production shall be specially shot or created for the work unless otherwise approved by the Competent Authorities.

**Article 9**  
**Location filming**

1. In principle, filming shall be conducted in at least one of the countries of the participating Co-producers.
2. Competent Authorities may approve location filming in a country other than those of the participating Co-producers if the script or circumstances require it, and the Competent Authorities agree.
3. Notwithstanding Article 6, where location filming is approved in accordance with this Article, citizens of the jurisdiction in which location filming takes place may be employed as crowd artists, in small roles, or as additional employees whose services are necessary for the location work to be undertaken.

**Article 10**  
**Languages**

1. The original sound track of each Audio-visual co-production shall be made in one of the official languages of either New Zealand or Brazil or in any combination of those permitted languages.
2. Narration, dubbing or subtitling in any other commonly used language or dialect of New Zealand or Brazil shall be permitted.
3. The dubbing or subtitling of each Co-production into English, Māori or Portuguese shall be carried out in either New Zealand or Brazil.
4. Dubbing or subtitling into any other language may be carried out in third countries.
5. The sound track may contain sections of dialogue in any language in so far as is required by the script.

**Article 11**  
**Acknowledgments and credits**

An Audio-visual co-production and the promotional material associated with it shall include either a credit title indicating that the film is an “Official Brazil - New Zealand Co-production” or an “Official New Zealand - Brazil Co-production” or, where relevant, a credit which reflects the participation of Brazil, New Zealand and the relevant Third Party.

**Article 12**  
**Immigration facilitation**

Subject to meeting normal immigration requirements, each of the Parties shall permit the Nationals of the other country, and nationals of any Third Party approved under Article 5, to enter and remain in Brazil or New Zealand, as the case may be, for the purpose of making or promoting an Audio-visual co-production.

**Article 13**  
**Import of equipment**

Each of the Parties shall provide, to the extent permitted by their respective domestic legislation, temporary admission, free of import duties and taxes, of technical equipment for the making of Audio-visual co-productions.

**Article 14**  
**Working conditions**

The Competent Authorities shall satisfy themselves that the conditions of work in the making of Audio-visual co-productions under this 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 shall be, in broad terms, no less favourable.

**Article 15**  
**Mixed Commission**

1. There shall be a Mixed Commission composed of representatives of the Parties, including the Competent Authorities.
2. The role of the Mixed Commission shall be to supervise and review the operation of this Agreement and to make any proposals considered necessary to improve the effectiveness of the Agreement.
3. The Mixed Commission shall determine whether an overall balance between the Parties has been achieved, considering the number of Co-productions, the percentage, the total amount of investments, and the artistic and technical contributions. In the case that there is imbalance, the Commission shall determine the measures deemed necessary to restore balance, subject to approval by both Competent Authorities.
4. The Mixed Commission shall be convened, whether by meeting or otherwise, at the request of either of the Parties within six (6) months of such a request.

**Article 16**  
**Status of Annex**

The Annex to this Agreement forms an integral part of this Agreement. It shall be read in conjunction with the other provisions of this Agreement. Any reference to the Agreement includes reference to the Annex.

**Article 17**  
**Entry into force**

Each of the Parties shall notify the other in writing through the diplomatic channel of the completion of all necessary procedures for giving effect to this Agreement. This Agreement, including its Annex, shall enter into force on the date of the later of such notifications.

**Article 18**  
**Amendment**

1. This Agreement and its Annex may be amended, in writing, by mutual consent of the two Parties.
2. Amendments shall enter into force on the date of the later of the diplomatic notifications by which the Parties notify each other of the completion of all necessary procedures to give them effect.
3. Either Party shall, by diplomatic note, notify the other of a change in its Competent Authority.

**Article 19**  
**Duration and Termination**

1. The term of this Agreement shall be for a period of one (1) year from the date it enters into force and thereafter automatically renewed for further periods of one (1) year.
2. Either Party may inform the other of its intention not to renew the Agreement at the conclusion of each one-year period by giving three (3) months' notice in writing through diplomatic channels.

3. Notwithstanding paragraph 2 of this Article, this Agreement shall continue as if in force in respect of any Audio-visual co-production approved by the Competent Authorities and yet to be completed prior to termination.

Done at Brasilia this 4<sup>th</sup> day of March, 2026, in two originals, in Portuguese and English, each version being equally authentic.

**FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL**

**FOR THE GOVERNMENT OF  
NEW ZEALAND**

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**Mauro Vieira**  
Minister of Foreign Affairs

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**Winston Peters**  
Minister of Foreign Affairs

## ANNEX

1. The Competent Authorities for the Agreement between the Government of the Federative Republic of Brazil and the Government of New Zealand concerning Audio-visual co-production are the Brazilian Film Agency (ANCINE) in Brazil and the New Zealand Film Commission (NZFC) in New Zealand.

2. Applications for qualification of an Audio-visual co-production for Co-production benefits under this Agreement must be made to both Competent Authorities at least thirty (30) days before shooting begins.

3. The Approval process under Article 3 of the Agreement will comprise two stages: Provisional Approval upon application, and prior to the commencement of shooting, and Final Approval upon completion of the audio-visual work and prior to distribution.

4. Documentation submitted in support of an application shall consist of the following items, drafted in Portuguese, in the case of Brazil, and in English, in the case of New Zealand:

- a) the synopsis of the Audio-visual co-production;
- b) documentary proof of having legally acquired the rights to produce the Audio-visual co-production;
- c) a copy of the Co-production contract, in accordance with item 5 of this Annex;
- d) the budget;
- e) the financing plan;
- f) the production schedule; and
- g) a list of the creative and technical personnel, indicating their nationalities.

5. The contract between the Co-producers governing the making of an Audio-visual co-production will:

- a) regarding intellectual property rights:
  - i) assign, as between the Co-producers, ownership of all intellectual property rights arising from the making of the Co-production film, in compliance with Article 7; and
  - ii) set out the arrangements between the Co-producers regarding the exercise of rights of access to and use of copyright works created in the making of the Audio-visual co-production;
- b) set out the financial liability of each Co-producer for costs incurred:

- i) in preparing a Co-production project which is refused approval as an Audio-visual co-production by the Competent Authorities; and
  - ii) in making an audio-visual work which has been given such approval and fails to comply with the conditions of such approval;
- c) set out the steps to be taken where a Co-producer fails to fulfil its commitments under the contract;
  - d) include a clause detailing the respective shares of the Co-producers in any over- or under- expenditure, which shares shall, in principle, be proportional to their respective contributions;
  - e) provide the total cost of the production, identifying the total financial contributions to be made by each Co-producer in compliance with Article 4;
  - f) provide the period when shooting is likely to begin;
  - g) set out the division between the Co-producers of the receipts from the exploitation of the Audio-visual co-production including those from export markets, in compliance with Article 7;
  - h) specify dates by which the respective contributions of the Co-producers to the production of the audio-visual work shall have been completed;
  - i) specify whether the Audio-visual co-production shall be shown in festivals as a national work of the majority Co-producer or as a national work of all the Co-producers; and
  - j) specify any other conditions of approval that the Competent Authorities jointly agree.

6. The Competent Authorities can request any further documents and all other additional information deemed necessary.

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

8. The Competent Authorities shall notify each other in writing of their decision regarding any such application for Co-production analysed by them.