

**NECESSARY PROVISIONS IN A COPRODUCTION  
AGREEMENT UNDER THE TREATY WITH ALGERIA**

The title of the cinematographic and video coproduction.
The name of the author of the original script or the name of the author of the script or that of the adaptor if it is drawn from a literary source.
The name of the director (a substitution clause permitted to provide for his or her replacement if necessary).
The budget.
The financing plan.
The distribution of receipts and markets.
The respective shares of the coproducers in any over or underexpenditure. This sharing shall in principle be proportional to their respective contributions. Nevertheless, the minority coproducer's share in any overexpenditure may be limited to a lower percentage or to a fixed amount.
Admission to benefits under the agreement does not bind the competent authorities in either country to permit public exhibition of the coproduction.
A clause prescribing the measures to be taken where: <ul style="list-style-type: none"><li>a. after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;</li><li>b. the competent authorities prohibit the exhibition of the cinematographic and video coproduction in either country or its export to a third country;</li><li>c. either party fails to fulfil its commitments.</li></ul>
The period when shooting of the cinematographic and video coproduction is to begin.
A clause stipulating that the majority coproducer shall take out an insurance policy covering at least "all production risks" and "all original material production risks".

**THE FOLLOWING MUST ALSO BE INCLUDED IN THE COPRODUCTION AGREEMENT**

- Date
- Names of Coproducing companies (if different from application, assignment of rights required)
- Treaty adherence clause
- Exchange rates