

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

The title of the co-production.
The name of author of the script or that of the adaptor if it is drawn from a literary source.
The budget.
The financing plan.
A clause establishing the sharing of receipts, markets, media or a combination of these.
A clause detailing the respective shares of the coproducers in any over or under expenditure.
A clause recognizing that admission to benefits under this Agreement does not constitute a commitment that governmental authorities in either country will grant a licence to permit public exhibition of the coproduction.
A clause prescribing measures to be taken where: i. After full consideration of the case, the administrative authorities in either country refuse to grant the benefits applied for; ii. the administrative authorities prohibit exhibition of the coproduction in either country or its export to a third country; iii. where one or the other coproducer fails to fulfill his/her commitments.
A clause stipulating that the production will be covered under an insurance policy covering at least "all production risks" and "all negative risks".
A clause providing for the sharing of the ownership of copyright on a basis which is proportionate to the respective contributions of the coproducers.

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