

**NECESSARY PROVISIONS IN A COPRODUCTION
AGREEMENT UNDER THE TREATY WITH THE REPUBLIC OF CUBA**

The title of the co-production.

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 is permitted to provide for his replacement if necessary).

The budget.

The financing plan.

A clause establishing the sharing of revenues, markets, media or a combination of these.

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, although the minority co-producer's share in any over expenditure may be limited to a lower percentage or to a fixed amount providing that the minimum proportion permitted under article vi of the agreement is respected.

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 co-production.

A clause prescribing the measures to be taken where:

- a. after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for;
- b. the competent authorities prohibit the exhibition of the coproduction in either country or its export to a third country;
- c. either party fails to fulfill its commitments.

The period when shooting is to begin.

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

A clause providing for the sharing of the ownership of copyright on a basis which is proportionate to the respective contributions of the co-producers.

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