

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

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 permitted to provide for his replacement if necessary).
Production costs.
The financing plan.
The distribution of receipts and markets.
The respective shares of the co-producers in any over or underexpenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any overexpenditure may be limited to a lower percentage or to a fixed amount providing that the minimum proportion permitted under article 4 of the agreement is respected.
A clause recognizing that admission to benefits under the present agreement does not bind the competent authorities or organizations mentioned in article 1 para. 5 of the present agreement in either country 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 or organizations mentioned in Article 1 para. 5 of the present Agreement in either country refuse to grant the benefits applied for; b. the competent authorities or organizations mentioned in Article 1 para. 5 of the present Agreement prohibit the exhibition of the co-production in either country or its export to a third country; c. either Party fails to fulfil 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".

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