

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

The title of the audiovisual co-production.
The script.
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/her replacement if necessary).
The detailed budget explaining the expenses to be incurred in the respective countries of the co-producers.
The financing plan.
A clause establishing the sharing of revenues, markets, media or a combination of these.
The participation of each co-producer in any eventual budgetary over- or under expenditures is, in principle, proportional to the co-producers' respective contributions. However, the minority co-producer's participation in over expenditures can be limited to a lower percentage or to a fixed amount, on the condition that the minimum proportion set out in article vi of the agreement is respected.
The division of copyright ownership between the co-producers.
A clause providing for the division of copyright ownership in proportion to the respective financial contributions of the co-producers.
A clause recognizing that admission to benefits under this agreement does not constitute a commitment that government 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: <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 coproduction in either country or its export to a third country;</li> <li>c. either party fails to fulfill its commitments.</li> </ul>
The date on which shooting is expected 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