

**NECESSARY PROVISIONS IN A COPRODUCTION
AGREEMENT UNDER THE TREATY WITH SOUTH AFRICA**

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.
Name of the director.
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 which shares in principle shall be proportional to their respective contributions, although the minority coproducer'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 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 coproduction.
A clause prescribing measures to be taken where: <ul style="list-style-type: none"> i. After full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for; ii. the competent authorities prohibit exhibition of the coproduction in either country or its export to a third country; iii. either party fails to fulfill its commitments.
The period when shooting is to begin.
A clause stipulating that the majority coproducer shall take out 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