

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

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 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 underexpenditure.

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 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.

A clause stipulating that the production will be covered under 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