NECESSARY PROVISIONS IN A COPRODUCTION AGREEMENT UNDER THE TREATY WITH HUNGARIAN PEOPLE'S REPUBLIC

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).

The budget.

The financing plan.

The distribution of receipts and markets, subject to the legislation and foreign trading rules of the two countries.

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 VIII of the agreement is respected.

A clause recognizing that admission to benefits under this agreement does not bind the competent authorities 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 in either country refuse to grant the benefits applied for;
- b. the competent authorities 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 or animation 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 distribution contract, where this has already been signed.

A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play.

The production schedule and the list of the materials required for the coproduction.

The detailed budget identifying the expenses to be incurred by each country.

The final script signed by 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

