NECESSARY PROVISIONS IN A COPRODUCTION AGREEMENT UNDER THE TREATY WITH THE RUSSIAN FEDERATION

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 is permitted to provide for his replacement if necessary).

The budget.

The financing plan.

The distribution of receipts or markets.

The respective shares of the co-producers in any over or underexpenditure, which shares shall in principle be proportional to their respective contribution, 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 VI of the Protocol is respected.

A clause recognizing that admission to benefits under this Protocol 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 coproduction 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. and

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". and

The sharing of copyright.

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

