

(8) The performing, technical and craft contributions of the Canadian and British co-producers to a co-production film shall be in reasonable proportion to their financial participation. Where the co-producer from one country provides less than one half of the total production costs, not less than one leading performer, one feature performer, six technical, craft or studio employees plus, if required, one writer, all of whom are nationals or residents of that country, shall be employed in the making of the film.

(9) Any music specially composed for a film covered by this Agreement shall be composed by nationals or residents of either country. Any departure from this rule shall be approved by the competent authorities.

(10) At least 90 per cent of the photographs included in a co-production film shall be specially shot for that film.

(11) The contracts between the co-producers shall:

- (a) provide that every co-production film shall have two negatives or at least one negative and one duplicate negative, and that each co-producer shall be the proprietor of a negative or duplicate negative and shall have the right to use it for taking a duplicate negative or prints in accordance with the conditions set forth in the contract;
- (b) set out the financial liability of each co-producer for the costs incurred:
 - (i) in preparing a project which is refused conditional approval as a co-production film by the competent authorities;
 - (ii) in making a film which has been given such conditional approval and fails to comply with the conditions of such approval; or
 - (iii) in making an approved co-production film, permission for whose public exhibition is withheld in either country;
- (c) set out the arrangements regarding the division between the co-producers of the receipts from the exploitation of the film, including those from export markets; these arrangements shall be subject to the approval of the competent authorities;
- (d) specify the dates by which their respective contributions to the production of that film shall have been completed.

(12) Each co-production film shall include a separate credit title indicating that the film is either a "Canada-United Kingdom" co-production film or a "United Kingdom-Canada" co-production film.

(13) Films made in accordance with an approved co-production project but completed after the termination of this Agreement shall be entitled to all the benefits conferred by Article 2 of this Agreement.

(14) Over each period of three years, an overall balance shall be achieved as regards the contribution of each country to the production costs of all films made under this Agreement, and as regards the usage of studios and laboratories, and the employment of all creative, craft and technical personnel. In the case of creative, craft and technical personnel the balance shall be measured on a per capita basis.

(15) The approval of a project for a co-production film by the competent authorities shall not bind the authorities in either country to permit the public exhibition of the resulting film.