

RULES OF PROCEDURE

Applications for co-production benefits for a film must be submitted simultaneously to both competent authorities at least four (4) weeks before shooting begins. The competent authority of the majority co-producer shall, in principle, communicate its proposal to the competent authority of the minority co-producer within twenty (20) days of the submission of the complete documentation as described below. The competent authority of the minority co-producer shall, in principle, communicate its decision in turn within seven (7) days.

Documentation submitted in support of an application shall consist of the following items, drafted in German in the case of the Federal Republic of Germany and in French or English in the case of Canada:

1. the script, along with a three-page summary;
2. a document providing proof that the film rights have been legally acquired or, failing this, proof that a valid option has been obtained;
3. the co-production contract (one signed copy and three certified copies); the contract shall include:
 - (a) the title of the film or the working title;
 - (b) the name of the responsible producer;
 - (c) the name of the script writer or, in the case of a literary work, the name of the adapter;
 - (d) the name of the director (substitution clause for his replacement if necessary, is possible); where possible, the name of the leading actors;
 - (e) estimated costs of production and respective shares of the producers thereof;
 - (f) allocation of proceeds;
 - (g) the respective share of the two producers in any additional costs; in principle, such shares shall be proportional to their respective contributions, although the share of the minority producer may be limited to a lower percentage or to fixed amount;
 - (h) the date of commencement of principal photography and the estimated duration of shooting (for both location and studio shooting);
 - (i) the name of the holder of any distribution rights;
 - (j) a clause stipulating that the majority producer shall take out an insurance policy covering "all production risks" and "all negative risks";
4. detailed estimate of costs (in duplicate);
5. the distribution contract, if already concluded;