18

- (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, in respect of which permission for public exhibition is withheld in either the United Kingdom, Canada or the country of the third co-producer;
- (d) 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;
- (e) 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 either a separate credit title indicating that the film is either a "United Kingdom-Canada" co-production, or a "Canada-United Kingdom" co-production, or where relevant, a credit which reflects the participation of the United Kingdom, Canada and the country of the third co-producer.
- (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 consecutive period of three years commencing on the date on which this Agreement enters into force, it shall be the intention of the Contracting Parties to achieve an overall balance as regards the contribution of each country to the production costs of all co-production films made under this Agreement, and as regards the usage of studios and laboratories; as regards the employment of all 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.