**[LETTERHEAD OF PRODUCER/ PRODUCTION COMPANY'S SOLICITORS]**

To: Screen Australia  
Level 7  
45 Jones Street  
ULTIMO NSW 2007

To Screen Australia,

**[PROJECT TITLE] -**

We act as legal advisers to **[Producer/ Production Company** ***(insert details as relevant depending on which entity may hold or acquire the various rights covered by this opinion)],*** together referred to in this opinion as the "Producer”, in connection with a Production Grant Agreement (the "Agreement") to be entered between you and the Producer relating to the financing and production of the above project (the "Production"). Unless otherwise stated, capitalised terms are as defined in the Agreement.

As a condition precedent to the execution of the Agreement and the funding of the Production you have requested us to give our opinion on the Intellectual Property Rights necessary to produce, Complete and exploit the Production consistent with clauses 3.1 and 3.2 of the Agreement.

1. Copies of all relevant documents comprising or relating to the chain of title for the Production (the "COT Documents") have been provided to us at our request by the Producer. We have considered the following issues with respect to the COT Documents:
2. whether the Producer owns prior to the date of this opinion or will hold before the start of principal photography all Intellectual Property Rights necessary to produce, Complete and exploit the Production, including as a minimum an exclusive, worldwide, licence (including the right to sublicense), for the full duration that copyright continues to subsist, subject to any rights granted to a Collecting Society, to use, electronically store, reproduce, perform, publish, communicate, adapt, exploit, make sequels, spin-offs and remakes and exploit the Format, in all media now known or created in the future, in respect of:
   * + - 1. the Underlying Work;
         2. the Script; and

***Note to lawyers - iii is for documentary only, and only if an opinion is required on the Principal Participant Agreement eg where it is a condition of SA funding that a specific individual has agreed to the terms of their participation.***

* + - * 1. the Principal Participant releases.
        2. subject to COT Documents **[insert number]** to **[ insert number]** ***(ie documents granting a share of copyright to any investors)*** the Producer will have ownership of copyright (under section 86 of the Copyright Act 1968) in the Production;

1. whether each of the Documents has been duly stamped in accordance with the requirements of all applicable stamp duties legislation; and
2. whether each of the Documents complies with Chapter 6D of the Corporations Act 2001 and any relevant exemptions granted under section 741 of the Corporations Act 2001.
3. We have also provided advice to the Producer to as to how to implement appropriate clearance procedures to ensure that it will obtain all Intellectual Property Rights and clearances necessary to produce, Complete and exploit the Production by Completion, including as a minimum the requirements as set out in clauses 3.1 (a) (iii) - (v), and 3.1 (b) to (d).
4. COT Documents

For the purpose of this opinion, the following comprise the COT Documents:

1. Assignment dated [\*] between [\*] Pty Limited ("[\*]") and [\*] Pty Limited ("[\*]");
2. Agreement dated [\*] between [\*] and [\*]

***Note to Lawyers - please include all agreements with any investors taking a share of copyright in the Production***

1. Assumptions

In giving this opinion, we have made the following assumptions in relation to the COT Documents:

1. All COT Documents have been duly executed by all named parties, the signatures and seals on the originals of the COT Documents are genuine and all persons signing on behalf of other persons (including corporations) have due authority to sign;
2. All execution dates on the COT Documents are accurate;
3. All original COT Documents are authentic, valid and binding on all parties and the terms of Documents submitted to us as copies conform in all respects with the originals of those copies;
4. All COT Documents are complete and continue in full force and effect and no term has been amended or waived orally or by conduct or is liable to be set aside or amended for any reason by a Court or other competent tribunal;
5. All relevant documents have been supplied to us and no persons other than those who are parties to the COT Documents have any right, title or interest in the Intellectual Property Rights in the Production;
6. Any COT Document executed on or after 1 January 1991 to which a corporation is a party will not be invalid or ineffective by reason of any failure to comply with the requirements of the Corporations Act relating to Australian Company Numbers and Australian Registered Business Numbers;
7. Any unexercised option or right in favour of the Producer (including to repurchase the interest of any person in the Intellectual Property Rights relating to the Production) contained in a COT Document will be duly exercised by the Producer (including by any necessary payment of money) and any right in favour of the Producer contained in a COT Document expressed to be subject to an unsatisfied condition or contingency (including the payment of money) as yet unperformed will be perfected in favour of the Producer and such condition or contingency waived by all relevant persons or fulfilled or satisfied.
8. Reserved rights

**(Note to lawyers: this section to be used only if there are rights that the producer is unable to obtain so that the producer is unable to give the warranties under clause 3 of the Agreement eg reserved rights of the copyright owner under a licence over an underlying work. Where there are Reserved Rights, the Producer will need to request a special condition be included in the Agreement and any such rights will need to be set out here in your opinion. The approval of the Investment Manager will need to be sought to any reserved rights)**

The Producer does not hold the following rights: [specify]]

1. Opinion

Based upon our review of the COT Documents, and upon the foregoing assumptions, we are of the opinion that **[subject only to the Reserved Rights set out above]**:

1. The Producer owns prior to the date of this opinion, or will hold before the time specified below, all Intellectual Property Rights necessary to produce, Complete and exploit the Production, including as a minimum an exclusive, worldwide, licence (including the right to sublicense), for the full duration that copyright continues to subsist, to use, electronically store, reproduce, perform, publish, communicate, adapt, exploit, make sequels, spin-offs and remakes and exploit the Format, in all media now known or created in the future, in respect of:
   * + - 1. the Underlying Work, before the start of principal photography;
         2. the Script, before the start of principal photography;
         3. **[documentary - where this is a condition of funding only]** the Principal Participant releases, before the start of principal photography;
2. subject to COT Documents **[insert number]** to **[insert number] *(ie documents granting a share of copyright to any investors)*** the Producer will have ownership of copyright (under section 86 of the Copyright Act 1968) in the Production;
3. each of the Documents have been duly stamped in accordance with the requirements of all applicable stamp duties legislation; and
4. each of the Documents does not contravene any provision of Chapter 6D of the *Corporations Act 2001* or alternatively falls within the terms of an exemption granted under section 741 of the *Corporations Act 2001*.
5. We are of the opinion that the Producer has in place appropriate clearance procedures to ensure that it will obtain all necessary Intellectual Property Rights in respect of those matters contained in paragraph 2 of this letter*,* ***[subject to the Reserved Rights].***

This opinion is furnished solely for the benefit of Screen Australia as at this date, and it is acknowledged that the Screen Australia may rely upon it.

Yours sincerely

[Solicitors etc]