**[LETTERHEAD OF PRODUCER'S SOLICITORS]**

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

To Screen Australia,

**[PROJECT TITLE]**

We act as legal advisers to **[Name of Company]** (Producer)in connection with a Producer Equity Agreement (**Agreement**) to be entered between you and the Producer relating to the financing and production of the above project (**Project**). Unless otherwise stated, capitalised terms are as defined in the Agreement.

Screen Australia requires a satisfactory solicitors’ opinion on intellectual property and related rights and interests concerning the Project, as required by the Agreement. This opinion is to consider the following:

1. whether the Producer owns, or will by the Commencement of Principal Photography of the Project have acquired, all of the rights, including all of the rights in the Work and the Script, necessary to produce and exploit the Project;
2. whether the Producer has acquired, or will by the Completion Date have acquired, an exclusive licence in respect of the Music and a non-exclusive licence in respect of the Selected Music, sufficient to enable the Producer to produce and exploit the Project;
3. whether the production and exploitation of the Project infringe any person’s Copyright or other legal or moral rights, or create any claim or liability.
4. whether the Producer will have ownership of copyright (under section 86 of the *Copyright Act 1968*) in the Project;
5. whether each of the Documents has been duly stamped in accordance with the requirements of all applicable stamp duties legislation; and
6. 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*.
7. Documents

For the purpose of this opinion, the Producer has given us copies of the following documents comprising or relating to the chain of title for the Project (**Documents**):

|  |  |  |
| --- | --- | --- |
| **No.** | **Document** | **Dated** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

***[Note to recipient’s lawyers - please include all agreements with any financiers taking a share of copyright in the Project.]***

1. Assumptions

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

1. All Documents have been duly executed by all named parties, the signatures and seals on the originals of the 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 Documents are accurate;
3. All original 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 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 Documents have any right, title or interest in the intellectual property rights in the Project;
6. Any 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 2001* 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 Project) contained in a 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 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 the Agreement eg reserved rights of the copyright owner under a licence over an underlying work. If there are Reserved Rights, Screen Australia needs to be made aware of and consent to them, details of the rights are to be set out here, and you or the Recipient need to request a special condition be included in the Agreement to acknowledge them.)***

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

1. Opinion

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

1. the Producer owns or will acquire by the Commencement of Principal Photography, all of the rights, including all of the rights in the Work and the Script, necessary to produce and exploit the Project;
2. the Producer has acquired or will acquire by the Completion Date an exclusive licence in respect of the Music and a non-exclusive licence in respect of the Selected Music, sufficient to enable the Producer to produce and exploit the Project;
3. the production and exploitation of the Project do not, and will not, infringe any person’s copyright or other legal or moral rights, or create any claim or liability.
4. the Producer owns or will own copyright (under section 86 of the *Copyright Act 1968*) in the Project;
5. each of the Documents have been duly stamped in accordance with the requirements of all applicable stamp duties legislation; and
6. 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*.

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]