



Australian Government

Department of Foreign Affairs and Trade

**FILM CO-PRODUCTION AGREEMENT
BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

Beijing, 27 August 2007

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AUSTRALIAN TREATY SERIES

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FILM CO-PRODUCTION AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of Australia and the Government of the People's Republic of China ("the Contracting Parties");

CONSIDERING that the film industries of their two countries will benefit from closer mutual co-operation in the production of films; and

CONSIDERING that films capable of enhancing the prestige of the film industries and of the two countries should benefit from the provisions of this Agreement;

ENCOURAGING filmmakers to contact the relevant government authorities, in accordance with the relevant rules and procedures of those government authorities, to discuss collaborative productions between the Chinese and Australian film industries made outside this Agreement;

HAVE AGREED as follows:-

ARTICLE 1

1.1 For the purposes of this Agreement:

- (a) a "Joint Investing and Copyright Co-production Film" is a film made by one or more Australian producers ("the Australian co-producer") in conjunction with one or more Chinese producers ("the Chinese co-producer").

A Joint Investing and Copyright Co-production Film also includes a film made by an Australian co-producer and a Chinese co-producer in conjunction with a producer of another country with which Australia or China has signed a co-production Treaty ("third co-producer").

A Joint Investing and Copyright Co-production Film has a minimum creative and financial contribution from each co-producer, as set out in the Annex.

- (b) "film" means an aggregate of images, or of images and sound, embodied in any material, irrespective of length or format, including but not limited to feature films, animation and documentaries, produced either on film, video tape or videodisc, and which is expected to be shown in theatrical cinemas. "Film" also includes a film of a like nature to a feature film made for television ("telemovies").

(2) "nationals" means:

- (a) in relation to Australia, Australian citizens;

(b) in relation to China, citizens of China.

(3) "residents" means:

- (a) in relation to Australia, persons who are not Australian citizens but are permanent residents;
- (b) in relation to China, persons who are not citizens of China but are permanent residents of China

(4) "competent authorities" means the authorities respectively designated as such by the Government of Australia and the Government of the People's Republic of China.

ARTICLE 2

2.1 A Joint Investing and Copyright Co-production Film shall be entitled to the full enjoyment of all the benefits which are or may be accorded in Australia and China respectively to national films subject to the laws in force from time to time in each country.

ARTICLE 3

3.1 The Chinese competent authority is the Film Bureau under the State Administration of Radio, Film and Television; and the Australian competent authority is the Australian Film Commission. However, if a Contracting Party wish to designate another authority as its competent authority, that Contracting Party may notify the other Contracting Party in writing through diplomatic channels of such changes.

3.2 The Chinese competent authority designates the China Film Co-production Corporation as the Chinese handling organization through which co-production films are assessed for co-production status.

ARTICLE 4

4.1 Joint Investing and Copyright Co-production Films must receive provisional approval from the competent authorities before they are put into production. It is the responsibility of the co-producers to provide any documentation required by the competent authorities to enable the competent authorities to complete their provisional approval processes.

4.2 Joint Investing and Copyright Co-production Films must be made in accordance with the terms of the provisional approval which has been given by the competent authorities.

4.3 Upon completion of production, it is the responsibility of the co-producers to submit to the competent authorities the completed Joint Investing and Copyright Co-production Film (and any

documentation required by the competent authorities) to enable the competent authorities to complete their final approval processes before the Joint Investing and Copyright Co-production Film receives the benefits of final approval, pursuant to Article 2.1.

4.4 In determining both provisional and final approval, the competent authorities shall apply the rules set out in the Annex to Joint Investing and Copyright Co-production Films. The Annex forms an integral part of this Agreement.

4.5 The competent authorities shall consult with each other to enable them to determine whether a project conforms with the provisions of this Agreement. Each competent authority, in deciding whether to grant or refuse provisional or final approval, shall apply its own policies and guidelines.

4.6 When approving a Joint Investing and Copyright Co-production Film, each competent authority may stipulate conditions of approval framed in order to achieve the general aims and objects of this Agreement. In the event of a disagreement between the competent authorities about the giving of such an approval or the inclusion of such a condition the project concerned shall not be approved under this Agreement.

4.7 In relation to Australia, a Joint Investing and Copyright Co-production Film will be recognised as having completed the provisional approval process once the Australian competent authority provides written notification to the Australian co-producer that provisional approval has been granted. A Joint Investing and Copyright Co-production Film will be recognised as having completed the final approval process once the Australian competent authority provides written notification to the Australian co-producer that final approval has been granted.

4.8 In relation to China, a Joint Investing and Copyright Co-production Film will be recognised as having completed the provisional approval process once the Chinese competent authority has granted it “Project Establishment” status. A Joint Investing and Copyright Co-production Film will be recognised as having completed the final approval process once the Chinese competent authority has granted it the “Film Public Screening Permit”.

ARTICLE 5

5.1 Production companies involved in a Joint Investing and Copyright Co-production Film must be registered in accordance with the laws and regulations of the relevant Contracting Party. In addition, individual producers, production companies and studios must obtain any permit which is required by the competent authorities.

5.2 Joint Investing and Copyright Co-production Films must be undertaken by film producers whose technical and financial capacity and professional experience satisfies the requirements of the competent authorities’ approval processes.

ARTICLE 6

6.1 The Australian co-producer is responsible for applying for co-production status in Australia and doing all that is necessary to ensure the Joint Investing and Copyright Co-production Film complies with the requirements of the Australian competent authority for granting co-production status.

6.2 The Chinese co-producer is responsible for applying for co-production status in China and doing all that is necessary to ensure the Joint Investing and Copyright Co-production Film complies with the requirements of both the Chinese competent authority and the Chinese handling organization for granting co-production status.

6.3 Any third country co-producer shall fulfill all conditions relating to co-production status which would be required to be fulfilled to produce a film under the terms of the co-production treaty in force between that co-producer's country and either Australia or China.

ARTICLE 7

7.1 Each of the Contracting Parties shall provide, in accordance with their respective legislation, temporary admission, free of import duties and taxes, of cinematographic equipment for the making of Joint Investing and Copyright Co-production Films.

ARTICLE 8

8.1 Each of the Contracting Parties shall permit the nationals and residents of the other country and citizens of the country of any third co-producer to enter and remain in Australia or China as the case may be, for the purpose of making or exploiting a Joint Investing and Copyright Co-production Film, subject to the requirement that they comply with the relevant laws relating to entry and stay.

ARTICLE 9

9.1 The production crews from both Contracting Parties shall respect the constitution, laws and regulations, ethnic cultures, religious beliefs and local customs and conventions of the country where location shooting takes place.

ARTICLE 10

10.1 The approval of a Joint Investing and Copyright Co-production Film by the competent authorities shall not bind the relevant authorities in either country to permit the public exhibition of the resulting film in their country.

ARTICLE 11

11.1 If both co-producers approve, either one may send a Joint Investing and Copyright Co-production Film to international film festivals provided that the competent authorities have been informed of this intention 30 days before the event starts. Delegations may include representatives from both countries and each side will pay the expenses of its own representatives.

ARTICLE 12

12.1 The competent authorities of both Contracting Parties shall supervise and review the working of this Agreement, strive to resolve any difficulties in its implementation, and make any proposals considered necessary for any modification of this Agreement.

12.2 The Contracting Parties may amend this Agreement by mutual consent in accordance with the Contracting Parties' own domestic procedures for amending Treaties.

ARTICLE 13

13.1 The Agreement shall enter into force once the Contracting Parties have notified each other through an exchange of third person notes that their respective domestic requirements for entry into force have been completed. The Agreement shall enter into force on the latter date of these two notifications.

ARTICLE 14

14.1 The provisions of this Agreement are without prejudice to the international obligations of the Contracting Parties.

ARTICLE 15

15.1 This Agreement shall remain in force initially for a period of three years from the date of its entry into force. Either Contracting Party wishing to terminate it shall give written notice to terminate to the other six months before the end of that period and the Agreement shall then terminate at the end of the three years.

15.2 If no such notice is given the Agreement shall automatically remain in force for successive periods each of three years, unless written notice to terminate is given by either Contracting Party at least six months before the end of any period of three years, in which case it shall terminate at the end of that period.

15.3 A film made in accordance with an approval by the competent authorities under this Agreement but completed after the termination of this Agreement shall be treated as a co-production film and its

co-producers shall accordingly be entitled to all the benefits of this Agreement.

This Agreement is signed at Beijing on 27 August 2007, in the English and Chinese languages, both versions being equally authentic.

**For the Government of
Australia:**

.....
HE Dr Geoff Raby
Ambassador

**For the Government of the
People's Republic of China:**

.....
Tong Gang
Director-General, Film Bureau
State Administration for Radio, Film
and Television

ANNEX

The following rules of this Annex, being rules (1) to (12) inclusive apply to Joint Investing and Copyright Co-production Films.

- (1) The contract or contracts governing the making of the Joint Investing and Copyright Co-production Films shall provide that a co-producer may assign or dispose of the benefits referred to in Article 2 of this Agreement above only to a natural or a legal person who is a national or resident of or established in that co-producer's country.
- (2) The competent authorities shall satisfy themselves that conditions of work in the making of Joint Investing and Copyright Co-production Films under this Agreement in each of the countries of the participating co-producers are in broad terms comparable and that in the event that location shooting of the film takes place in a country other than that of a co-producer, conditions shall be, in broad terms, no less favourable.
- (3) None of the co-producers shall be linked by common management, ownership or control, save to the extent that it is inherent in the making of the Joint Investing and Copyright Co-production Film itself.
- (4) Joint Investing and Copyright Co-production Films shall be made and processed up to the creation of the first release print in Australia and/or China and/or, where there is a third co-producer, that producer's country (and re-voicing may be carried out in Australia and/or China and/or, where there is a third co-producer, in that co-producer's country).

The majority of this work shall normally be carried out in the country of the co-producer which has the major financial participation but the competent authorities shall have the power to mutually approve other arrangements. The competent authorities shall also have the power to mutually approve location filming in a country other than the countries of the participating co-producers.

- (5) Individuals participating in the making of Joint Investing and Copyright Co-production Films shall be nationals or residents of Australia or China, or, where there is a third co-producer, citizens of that co-producer's country.

In exceptional circumstances, where script or financing dictates, performers from other countries may be engaged. The engagement of such performers shall be restricted in accordance with the regulations of the Contracting Parties.

Where the competent authorities have approved location filming in a country other than that of the participating co-producers, citizens of that country may be employed as crowd artists, in

small roles, or as additional employees whose services are necessary for the location work to be undertaken.

- (6) The performing, technical and craft contribution (being the “creative” contribution) and the financial contribution of each co-producer shall be agreed by the co-producers, provided that the performing, technical and craft contribution of each co-producer to a Joint Investing and Copyright Co-production Film shall be in reasonable proportion to each of the co-producer's financial participation. When assessing the financial contribution of each co-producer, the competent authorities may mutually approve “in kind” contribution (including, but not limited to, the provision of studio facilities) as part of the financial contribution.
- (7) In any event, each co-producer shall have a financial and creative contribution of not less than twenty per cent (20%) of the total financial and creative contribution for the Joint Investing and Copyright Co-production Film, and not more than eighty per cent (80%) of the total.
- (8) Any music specially composed for a Joint Investing and Copyright Co-production Film shall, subject to any departure from this rule which is approved by the competent authorities, be composed by nationals or residents of Australia, China or, where there is a third co-producer, by citizens of that co-producer's country.
- (9) At least ninety per cent (90%) of the footage included in a Joint Investing and Copyright Co-production Film shall, subject to any departure from this rule which is approved by the competent authorities, be specially shot for that film.
- (10) The contracts between the co-producers shall:
 - (a) provide that a sufficient number of copies of the final protection and reproduction material used in the production be made for all the co-producers. Each co-producer shall be the owner of a copy of the protection and reproduction material and shall be entitled to use it to make the necessary reproductions. Moreover, each co-producer shall have access to the original production material in accordance with the conditions agreed upon between the co-producers;
 - (b) set out the financial liability of each co-producer for costs incurred:
 - (i) in preparing a project which is refused conditional approval as a Joint Investing and Copyright 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 Joint Investing and Copyright Co-production Film, permission for whose public exhibition is withheld in any of the countries of the co-producers;

- (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;
 - (d) specify the dates by which their respective contributions to the production of that film shall have been completed.
- (11) Each Joint Investing and Copyright Co-production Film shall include either a separate credit title indicating that the film is either an "Australian-Chinese co-production" or a "Chinese-Australian co-production", or where relevant, a credit which reflects the participation of Australia, China and the country of the third co-producer.
- (12) Over each period of three years commencing on the date that this Agreement enters into force, an overriding aim of the Agreement, monitored by the competent authorities, shall be to ensure that an overall balance is achieved as regards:
- (a) the contribution of each country to the production costs of all Joint Investing and Copyright Co-production Films;
 - (b) the usage of studios and laboratories;
 - (c) the employment of all performing, craft and technical personnel; and
 - (d) the participation in each of the major performing, craft and technical categories and in particular, that of the writer, director and lead cast.

If one of the competent authorities considers that there is an imbalance (or that there is the risk of an imbalance), it will consult with the other. The competent authorities will work together to implement measures to restore the balance.

澳大利亚政府与中华人民共和国政府 关于合作拍摄电影的协议

澳大利亚政府与中华人民共和国政府（“签约双方”）；

鉴于两国在电影制作方面更紧密的合作有利于两国电影业的发展；

鉴于本协议应有利于能够提高两国电影业的号召力、提高两国影响力的影片；

鼓励双方电影工作者联系有关政府部门，按照双方政府规定的相关程序，进行本协议范围之外的电影合作；

双方谨同意：

第一条

1.1 为了本协议的目的：

(a) “联合投资、版权共享的合拍影片”，是指由一个或多个澳大利亚制片人（“澳方合作制片人”）与一个或多个中国境内制片人（“中方合作制片人”）联合制作的电影。

联合投资、版权共享的合拍影片还包括由一个澳方合作制片人、一个中方合作制片者和另外一个与澳大利亚或中国签有合作制片协议的国家的制片人（“第三方合作制片人”）合作拍摄的影片。

各方合作制片者对联合投资、版权共享的合拍影片都应按照附件的规定进行最低限度的艺术创作和资金投入。

(b) “电影”是指无论以何种材料体现、无论长短或制式、无论以胶片、录像带还是光盘形式制作，包括但不限于故事片、动画片和纪录片，只要是预期将在影院放映的所有影像集成或影像和声音集成。“电影”还包括为电视制作的类似故事片的影片(“电视电影”)。

1.2 “国民”指：

- (a) 对澳大利亚而言，是指澳大利亚公民；
- (b) 对中国而言，是指中国公民。

1.3 “居民”指：

- (a) 对澳大利亚而言，是指不属于澳大利亚公民，但属于永久居民的人士；
- (b) 对中国而言，是指不属于中国公民，但属于中国永久居民的人士。

1.4“主管部门”是指澳大利亚政府和中华人民共和国政府各自指定的机关。

第二条

2.1 根据两国随时实施的有效法律规定，联合投资、版权共享的合拍影片全权享受澳中两国各自对国产影片已经制定或可能制定的所有权益。

第三条

3.1 中国的主管部门为国家广播电影电视总局电影局；澳大利亚的主管部门为澳大利亚电影委员会。如果签约一方指定另一个部门作为它的主管部门，该方应以书面形式通过

外交途径通知对方。

3.2 中国主管部门指定中国电影合作制片公司作为中方承办机构，负责合拍影片的资格评估。

第四条

4.1 联合投资、版权共享的合拍影片在投入制作前必须获得两国政府主管部门的临时批准。双方合作制片者负责向各自所在国主管部门递交该部门为完成临时批准手续所需的必要文件。

4.2 联合投资、版权共享的合拍影片必须根据两国主管部门制定的临时批准条件进行制作。

4.3 影片完成后，双方合作制片者负责向各自所在国主管部门递交完成影片（以及主管部门要求的必要文件），以便该片获得主管部门的最终批准，并享受本协议第二条第 1 款规定的权益。

4.4 两国主管部门应根据附件中的规定决定联合投资、版权共享的合拍影片的临时和最终批准。该附件是本协议不可分割的组成部分。

4.5 双方主管部门应协商一致以便确定一个合拍项目是否符合本协议规定的条款。双方主管部门应根据各自国家的政策和方针来决定是同意还是否决一个临时或最终的合拍批准。

4.6 在审批一个联合投资、版权共享的合拍影片时，双方主管部门可制定一些为达到本

协议总体目的和目标而设定的批准条件。如果双方主管部门对是否批准某个项目或是否包括某个条件产生分歧，该项目不应批准为本协议管辖下的项目。

4.7 对澳大利亚而言，联合投资、版权共享的合拍影片一旦获得澳大利亚政府主管部门向澳大利亚合作制片人出具的临时批准通知书，即被视为完成临时批准手续；联合投资、版权共享的合拍影片一旦获得澳大利亚政府主管部门向澳大利亚合作制片人出具的最终批准通知书，即被视为完成最终批准手续。

4.8 对中华人民共和国而言，联合投资、版权共享的合拍影片一旦获得中国政府主管部门颁发的“立项许可”，即被视为完成临时批准手续；联合投资、版权共享的合拍影片一旦获得中国政府主管部门颁发的《电影片公映许可证》，即被视为完成最终批准手续。

第五条

5.1 参与联合投资、版权共享的合拍影片的制片公司必须根据签约方所在国家法律法规进行注册。另外，个体制片人、制片公司和制片厂必须获得所在国主管部门要求的任何许可。

5.2 参与联合投资、版权共享的合拍影片的制片人必须具备所在国主管部门认可的技术和资金力量以及专业经验。

第六条

6.1 澳方合作制片者负责联合投资、版权共享的合拍影片在澳大利亚的资格申请，履行澳大利亚主管部门规定的合拍影片立项所需的一切手续。

6.2 中方合作制片者负责联合投资、版权共享的合拍影片在中国的资格申请，履行中国主管部门和中方承办机构规定的合拍影片立项所需的一切手续。

6.3 第三方合作制片者应履行该国与澳大利亚或中国签署的现行合拍协议所规定的有关合拍影片资格和制作的所有条件。

第七条

7.1 签约双方应依据各自的法律规定，允许联合投资、版权共享的合拍影片所需的摄影设备临时入境，并免除进口关税和税费。

第八条

8.1 签约双方应允许对方国家的公民和居民以及任何第三方合作制片者所在国的公民，在遵守入境和停留的有关法律的前提下，为制作或开发联合投资、版权共享的合拍影片而进入澳大利亚或中国并且停留。

第九条

9.1 在双方国家进行摄制活动的所有人员都应尊重摄制地国家的宪法、法律法规、民族文化、宗教信仰及当地风俗习惯。

第十条

10.1 双方主管部门对一部联合投资、版权共享的合拍影片的批准不对任何一方相关主管部门是否许可该片在本国开展映具有任何约束力。

第十一条

11.1 如果双方合作制片人同意，任何合作一方都可将联合投资、版权共享的合拍影片送往国际电影节，但必须在电影节开始前三十天将此意愿通报双方主管部门。影片代表团可包括两国代表，代表团成员的费用由各自负担。

第十二条

12.1 签约双方主管部门应监督和检查本协议的执行情况，努力解决执行过程中出现的任何问题，并对本协议提出必要的修改建议。

12.2 签约双方可根据各自国家的协议修改程序，协商一致后对本协议进行修改。

第十三条

13.1 本协议在签约双方完成各自国家的协议生效手续、并交换照会通知对方后生效。本协议将从较迟一方收到照会之日起生效。

第十四条

14.1 本协议条款不影响签约双方的国际义务。

第十五条

15.1 本协议自生效之日起初始有效期为三年。任何签约方如要终止本协议，应在有效期满前六个月用书面形式通知对方，本协议随即在三年有效期满时终止。

15.2 如果本协议有效期满前至少六个月内合作双方没有提出终止本协议的书面通知，本协议的有效期将自动顺延三年。如果有提出终止的书面通知，本协议将在该三年有效期满时终止。

15.3 两国主管部门按本协议规定获得临时批准、合作双方按本协议条款制作、但在本协议终止后才完成的任何影片，在按程序获得最终批准后都应视为合拍影片；该片合作制片人应享受本协议产生的所有权益。

本协议于 2007 年 8 月 27 日在北京用中英两种文字签署，两种文本具有同等效力。

代表澳大利亚政府：

代表中华人民共和国政府：

.....
大使

芮捷锐博士

.....
中国国家广播电影电视总局

电影事业管理局局长

董刚

附 件

本附件（1）到（12）的所有条款适用于联合投资、版权共享的合拍影片。

- （1）有关制作联合投资、版权共享的合拍影片的合同应规定，一个合作制片者只可将本协议第二条规定的权益转让或出售给该合作制片者所在国具有国民、居民或注册身份的自然人或法人。
- （2）双方主管部门应同意并支持参与本协议涵盖下联合投资、版权共享的合拍影片制作的各国之间的工作条件大体上应具有可比性；如果外景拍摄需在不参与合作的第三国进行，工作条件大体上应不低于合作方国家。
- （3）除了与制作联合投资、版权共享的合拍影片本身有关的固有联系外，任何参与制片者都不应受共同管理、共同拥有或共同控制的约束。
- （4）联合投资、版权共享的合拍影片的发行拷贝应该在澳大利亚和/或中国制作和加工；如果有第三方合作制片者，也可在该制片者所在国制作和加工（影片的配音工作可以在澳大利亚和/或中国完成；如果有第三方合作制片者，也可在该制片者所在国完成）。

影片制作的大部分工作通常在资金投入大的合作制片者所在国进行，但双方主管部门有权联合批准其他安排。双方主管部门还应有权联合批准影片到参与合作的制片

者所在国之外的国家进行外景拍摄。

- (5) 参与联合投资、版权共享的合拍影片的个人必须是澳大利亚或中国的国民或居民；如果有第三方合作制片者，也可以是该制片者所在国的公民。

在特殊情况下，由于剧本或资金的需要，可以有其他国家演员参与拍摄。其他国家演员的参与数量应符合签约各方的要求。

如果双方主管部门批准某部合拍影片到参与合作的制片者所在国之外的国家进行外景拍摄，该片的群众演员、小角色或外景拍摄需要的临时工作人员可雇佣该国公民担任。

- (6) 合作各方制片者应协商确定各自在合拍影片的表演、技术、制作（即“艺术创作”方面的投入）和资金方面的投入比例，条件是联合投资、版权共享的合拍影片的合作制片者在表演、技术和制作方面的投入比例应与各自的资金比例相当。当评估合作制片者的资金投入时，双方主管部门应一致同意“非现金”投入可以作为资金投入的一部分（包括但不限于摄制设备的提供）。

- (7) 在任何情况下，合作各方制片者在联合投资、版权共享的合拍影片的资金和艺创方面的投入应不低于影片资金和艺创总投入的 20%，不高于影片资金和艺创总投入的 80%。

- (8) 除非双方主管部门特许，任何为联合投资、版权共享的合拍影片特别创作的音乐都应由澳大利亚或中国国民或居民创作；如果有第三方合作制片者，也可由该制片者所在国公民创作。

(9) 除非双方主管部门特许，每部联合投资、版权共享的合拍影片至少应该有 90% 的镜头是为该片特别拍摄。

(10) 合作制片者之间签订的合同应：

(a) 规定在制作过程中向合作制片者提供足够数量的最终锁定的拷贝和复制素材。每个合作制片者都应拥有一套最终锁定的拷贝和复制素材，并有权进行必要的复制。而且，每个合作制片者都有权根据合作双方之间约定的条件使用原始制作素材。

(b) 规定各合作制片者对所产生开支应承担的经济责任：

(i) 被双方主管部门根据规定拒绝有条件批准的联合投资、版权共享的合拍影片准备时期所产生的开支；

(ii) 虽经双方主管部门根据规定作出有条件批准，但没有遵守该批准中规定的条件的影片制作开支；或

(iii) 虽经批准但被某个合作制片者所在国禁止公开展映的联合投资、版权共享的合拍影片的制作开支；

(c) 确定合作制片者之间包括海外市场在内的发行分成比例；

(d) 确定合作制片各方对影片投入的具体到位时间。

(11) 每部联合投资、版权共享的合拍影片要么以独立画幅标明“澳大利亚与中国合作拍摄”或“中国与澳大利亚合作拍摄”字样；要么在相关字幕中体现由澳大利亚、中国和第三方合作制片者所在国参与制作。

(12) 本协议开始生效之日起的每个三年有效期内，由双方主管部门监督的本协议主要目标应确保在以下各方面达到总体平衡：

- (a) 两国在所有联合投资、版权共享的合拍影片的制作成本方面的投入；
- (b) 摄影棚和洗印设备的利用；
- (c) 按人头计算的所有表演、制作和技术人员的聘用；以及
- (d) 每一项主要表演、制作和技术方面的参与程度，尤其是编剧、导演和主要演员的参与程度。

如果一方主管部门认为存在着不平衡（或不平衡的危险），应与另一方主管部门磋商。

双方主管部门应共同采取措施以恢复平衡。