



Australian Government

Department of Infrastructure, Transport, Regional Development and Communications

# **Commonwealth Grant Agreement**

between the Commonwealth represented by

the Department of Infrastructure,  
Transport, Regional Development and  
Communications

and

**FOX SPORTS Australia Pty Limited**

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## Grant Agreement: Funding for coverage of under-represented sports

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

Full legal name of Grantee	FOX SPORTS AUSTRALIA PTY LIMITED
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	PROPRIETARY COMPANY
Trading or business name	FOX SPORTS AUSTRALIA PTY LIMITED
Any relevant licence, registration or provider number	N/A
Australian Company Number (ACN) or other entity identifiers	065 445 418
Australian Business Number (ABN)	16 065 445 418
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	01/07/2000
Registered office (physical/postal)	4 BROADCAST WAY ARTARMON NSW 2064
Relevant business place (if different)	As above
Telephone	(02) 9776 2600
Fax	(02) 9776 6383
Email	REDACTED

#### The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications (the **Department**).

Nishi Building  
2 Phillip Law Street  
New Acton ACT 2601  
ABN 86 267 354 017

### Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity. The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;

- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details; and
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

Along with any variation agreed in writing by the Parties in accordance with clause 7 of the Commonwealth General Grant Conditions (Schedule 1 to this Agreement), this Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Subject to clause 14 of the Commonwealth General Grant Conditions (Schedule 1 to this Agreement), certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details: Funding for coverage of under-represented sports

### A. Purpose of the Grant

- A.1 The purpose of the Grant is to support television and online coverage of under-represented sports, including women's sports, niche sports, and emerging sports that exhibit high levels of community involvement and participation (the **Grant Objective**).
- A.2 Although the Grantee will not be responsible for their achievement, the conduct of the Activity by the Grantee is expected to result in a number of secondary benefits, including the following:
  - (a) supporting grant partners to return to broadcasting sporting codes and games related to women's, niche, and under-represented sports interrupted by the COVID-19 Pandemic by providing financial certainty and support to assist with the planning and the re-commencement of play in 2020-21;
  - (b) an increase in the ability for women's sports, niche sports and emerging sports to grow participation, levels of community engagement, and their fan bases;
  - (c) an increase in the ability for women's sports, niche sports and emerging sports to commercialise their content; and
  - (d) providing an opportunity to establish role models and pathways for aspiring athletes in the community, particularly young women.
- A.3 For the purposes of this Agreement:
  - (a) *Women's sports* means those sports that involve Australian female athletes or teams, and have a high level of community involvement and participation.

- (b) *Niche sports* means domestic sports (generally played in Australia) that have an average television or online audience of 80,000 or less and involve Australian athletes.
- (c) *Emerging sports* means domestic sports (generally played in Australia) that involve Australian athletes, that would be categorised as a supporting or development league, and that have a high level of community involvement and participation.
- (d) *Under-represented sports* means sports with a history of low or no broadcast exposure in the mainstream Australian media, including women's sports, niche sports or emerging sports.

## B. Activity

- B.1 The Activity is the production and communication of coverage of under-represented sports by the Grantee on the Grantee's various media platforms, including subscription television, Internet Protocol Television (IPTV), Over-The-Top (OTT) streaming or video-on-demand services, digital media and social media.
- B.2 The specific deliverables for the Activity will be set out in a Strategic Roadmap for each financial year for which the Grant is to be provided (2017-18 to 2021-22) as per the Activity Schedule. An Interim Progress Update (Progress Update) and a Re-establishment and Acceleration Plan (Acceleration Plan) will be separately prepared to explain the steps the Grantee has or intends to undertake throughout 2020-21 to support the various sporting bodies re-establish themselves following the disruptions of the COVID-19 Pandemic and to ensure the timely broadcasting of the various sports upon their recommencement. Refer to Term E for further details on the Strategic Roadmap, the Progress Update and the Acceleration Plan.
- B.4 The Final Performance Report will include audited financial statements detailing how the Grantee expended the Grant.
- B.5 The Grantee must respond to all reasonable requests and provide all reasonable assistance required by the Commonwealth to enable the Commonwealth to undertake its assessment of any submitted Strategic Roadmaps, the Progress Update, the Acceleration Plan or Performance Reports. If a submitted Strategic Roadmap, the Progress Update, the Acceleration Plan or a Performance Report is not satisfactory to the Commonwealth, the Commonwealth will use its best efforts to notify the Grantee of the shortcomings identified by the Commonwealth at least 10 business days prior to the applicable due date for the Acceptance of the relevant document. The Grantee must address the shortcomings identified by the Commonwealth and resubmit the document within any reasonable timeframe specified by the Commonwealth, for the Commonwealth's consideration.
- B.6 The Activity Schedule is outlined below. The due dates specified in the table below may be altered with the written agreement of the Parties.
  - (a) The Grantee may submit any of the documents referred to in the Activity Schedule before the specified due dates.
  - (b) The Grantee may submit any of the documents referred to in the Activity Schedule after the specified due dates, if circumstances warrant or necessitate a later submission, subject to the Commonwealth's prior agreement. The revised due date of submission would be notified by the Commonwealth.
  - (c) The Commonwealth may accept any of the documents referred to in the Activity Schedule before the specified due dates.

- (d) The Commonwealth will notify the Grantee of its acceptance of any of the documents referred to in the Activity Schedule no later than 20 business days from the Commonwealth's receipt of the documents in a satisfactory condition. The 20 business days referenced above does not include any time during which the Grantee is making revisions or edits to the documents, as requested by the Commonwealth (as per Term B.5).

Activity Schedule		
Milestone	Party	Due Dates
Submission of 2017-18 Strategic Roadmap	Grantee	15 Dec 2017
Acceptance of 2017-18 Strategic Roadmap	Commonwealth	15 Jan 2018
Submission of 2017-18 Performance Report Submission of 2018-19 Strategic Roadmap	Grantee	31 Jul 2018
Acceptance of 2017-18 Performance Report Acceptance of 2018-19 Strategic Roadmap	Commonwealth	31 Aug 2018
Submission of 2018-19 Performance Report Submission of 2019-20 Strategic Roadmap	Grantee	31 Jul 2019
Acceptance of 2018-19 Performance Report Acceptance of 2019-20 Strategic Roadmap	Commonwealth	31 Aug 2019
Submission of 2019-20 Performance Report Submission of 2020-21 Strategic Roadmap	Grantee	29 June 2020
Acceptance of 2019-20 Performance Report Acceptance of 2020-21 Strategic Roadmap	Commonwealth	30 June 2020
Submission of Interim Progress Update	Grantee	30 Sep 2020
Acceptance of Interim Progress Update	Commonwealth	31 Oct 2020
Submission of the Re-establishment and Acceleration Plan	Grantee	31 Jan 2021
Acceptance of the Re-establishment and Acceleration Plan	Commonwealth	28 Feb 2021
Submission of 2020-21 Performance Report Submission of 2021-22 Strategic Plan	Grantee	31 Jul 2021
Acceptance of 2020-21 Performance Report	Commonwealth	31 Aug 2021
Submission of 2021-22 Performance Report	Grantee	31 Jul 2022
Acceptance of 2021-22 Performance Report	Commonwealth	31 Aug 2022
Submission of Final Performance Report – 2017-18 to 2021-22	Grantee	31 Jul 2022
Acceptance of Final Performance Report – 2017-18 to 2021-22	Commonwealth	31 Aug 2022

- B.8 In contributing to the Grant Objective (set out at Item A), the Grantee will achieve the following Key Performance Indicators (KPIs) of the Activity:

GRANT OBJECTIVE	KPI	SOURCES of KPI data
Support television and online coverage of under-represented sports, including women's sports,	<ul style="list-style-type: none"> <li>Broadcast rights secured for confirmed events outlined in the corresponding year's Strategic</li> </ul>	OzTAM, Adobe Omniture Analytics, Social Analytics e.g.

GRANT OBJECTIVE	KPI	SOURCES of KPI data
niche sports, and emerging sports, that exhibit high levels of community involvement and participation.	<p>Roadmap and any updates to confirmed events outlined in the Acceleration Plan (as applicable).</p> <ul style="list-style-type: none"> <li>• Coverage produced / acquired for events as outlined in the corresponding year's Strategic Roadmap and any updates to confirmed events outlined in the Acceleration Plan (as applicable).</li> <li>• An agreed increase in the hours / quantity of coverage of the under-represented sports identified in the corresponding year's Strategic Roadmap and any updates to confirmed events outlined in the Acceleration Plan (as applicable).</li> </ul>	Facebook Analytics, Sprout

B.9 The Grantee will establish within 30 days of the Signing Date a Governance Team to administer the Activity and the allocation of the Grant funding towards the Activity by the Grantee.

B.10 The Governance Team will also have the following key roles and responsibilities:

- (a) reviewing and assessing which sports are eligible for the Activity;
- (b) selecting the sports to receive coverage on the Grantee's media platforms; and
- (c) reporting to the Commonwealth in accordance with Items E and F.

B.11 Each member of the Governance Team will have experience in sports media with their combined skill set highly focussed on content valuation, acquisition, programming and promotion. The composition of the Governance Team as at the commencement of this Agreement is:

**REDACTED**

[REDACTED]

[REDACTED]

[REDACTED]

B.12 The composition of the Governance Team may be altered over the course of the Agreement, with the agreement of the Parties. The Governance Team may also include additional members from time to time with the written agreement of the Parties.

## C. Duration of the Activity

- C.1 The Activity starts on the date upon which this Grant Agreement is signed by the Commonwealth (**Signing Date**) and concludes on the date upon which the Commonwealth accepts the Final Performance Report (**Completion Date**).

## D. Payment of the Grant

- D.1 The total amount of the Grant payable by the Commonwealth to the Grantee under this Agreement is **\$44,000,000** (GST inclusive), which represents \$40,000,000 plus GST of \$4,000,000.
- D.2 The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.
- D.3 The Grant will be paid in seven instalments by the Commonwealth in respect of each financial year upon completion of the agreed Milestones to the Commonwealth's satisfaction, and compliance by the Grantee with its obligations under this Agreement.

<b>Milestone</b>	<b>Amount (excl. GST)</b>	<b>GST</b>	<b>Total (incl. GST)</b>
Acceptance by the Commonwealth of the 2017-18 Strategic Roadmap	\$7,500,000	\$750,000	\$8,250,000
Acceptance by the Commonwealth of the 2017-18 Performance Report and 2018-19 Strategic Roadmap	\$7,500,000	\$750,000	\$8,250,000
Acceptance by the Commonwealth of the 2018-19 Performance Report and 2019-20 Strategic Roadmap	\$7,500,000	\$750,000	\$8,250,000
Acceptance by the Commonwealth of the 2019-20 Performance Report and Strategic Roadmap for 2020-21	\$5,000,000	\$500,000	\$5,500,000
Acceptance by the Commonwealth of the Re-establishment and Acceleration Plan	\$7,500,000	\$750,000	\$8,250,000
Acceptance by the Commonwealth of the 2020-21 Performance	\$3,000,000	\$300,000	\$3,300,000



Milestone	Amount (excl. GST)	GST	Total (incl. GST)
Report and 2021-22 Strategic Roadmap			
Acceptance by the Commonwealth of the 2021-22 Performance Report and Final Performance Report 2017-2022	\$2,000,000	\$200,000	\$2,200,000
<b>Total Amount</b>	<b>\$40,000,000</b>	<b>\$4,000,000</b>	<b>\$44,000,000</b>

## Invoicing

- D.4 Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must be sent to the Department, either:
- electronically, to **REDACTED** (or any other email address notified to the Grantee by the Commonwealth), or
  - in hard copy, to:
    - News and Media Industry Branch
    - Department of Infrastructure, Transport, Regional Development and Communications
    - GPO Box 2154
    - CANBERRA ACT 2601
- D.5 A correctly rendered invoice will include the following information:
- title of the relevant / applicable Milestone;
  - name of the Grantee's representative;
  - Grantee's ABN;
  - Grantee's bank account details (if these have not previously been advised to the Commonwealth); and
  - if no separate GST invoice is to be provided, such other information as is necessary to comply with the GST Act.

## E. Strategic Roadmap, Progress Update and Acceleration Plan

### Strategic Roadmap

- E.1 The Grantee will prepare a Strategic Roadmap for each of the financial years 2017-18 to 2021-22 and provide the proposed Strategic Roadmap to the Commonwealth in accordance with the Activity Schedule at Term B.6. Once accepted by the Commonwealth, each Strategic Roadmap, along with the Progress Update and the Acceleration Plan (see Terms E.6 to E.9), will govern the Grantee's use of Grant money in the applicable financial year, and these documents will be the basis against which the Grantee's performance of the Activity will be assessed by the Commonwealth.
- E.2 The form and structure of the Strategic Roadmap will be a matter for the Grantee. However, each Strategic Roadmap must include the following:
- a breakdown of the proposed expenditure of Grant money for the financial year in question in terms of:
    - the proposed under-represented sports that will be supported through the Activity; and

- ii. the amount of Grant money proposed to be expended in the financial year against each cost category (as identified at Term H2.1);
- (b) an indication of whether the planned expenditure for the financial year in question is expected to lead to an increase or enhancement of coverage in the current financial year, or span multiple financial years;
- (c) details of the activities undertaken by the Governance Team in recommending and selecting sports for additional coverage under the Grant and inclusion in the proposed Strategic Roadmap, including:
- i. the rationale for the selection of each particular selected under-represented sport;
  - ii. consultation undertaken by the Governance Team, or the Grantee, with sports bodies associated with the selected under-represented sport;
  - iii. previous media and broadcast coverage of the selected under-represented sports; and
  - iv. which category(ies) of under-represented sport each selected sport falls into (e.g. women's sports, niche sports, emerging sports or more than one of those categories); and
- (d) the proposed coverage for the applicable financial year of under-represented sports that have been supported through the use of Grant money, including:
- i. the overall amount of coverage;
  - ii. the form of coverage (live or delayed);
  - iii. the media platform or platforms for coverage of the selected sport; and
  - iv. whether the proposed coverage arrangements represent an increase or enhancement of coverage compared with financial year 2016-17 (or earlier financial years if relevant to the sport in question), and the extent of any expected increase or enhancement.

E.3 A Strategic Roadmap may be amended at any point during a financial year, with the written agreement of the Parties.

E.4 The Commonwealth will assess each submitted Strategic Roadmap to determine whether it will satisfy the Grant Objective in a manner which achieves value for money outcomes.

E.5 Without limiting Term E.4, the Commonwealth will assess each submitted Strategic Roadmap with reference to the following criteria:

- (a) the overall mix of selected under-represented sports for the applicable year;
- (b) the extent and nature of any media coverage of the selected under-represented sports in financial year 2016-17 (or earlier financial years if relevant to the sport in question); and
- (c) the proposed enhancement or increase in coverage of the selected under-represented sports.

### **Progress Update and Acceleration Plan**

E.6 The Grantee will prepare both a Progress Update and an Acceleration Plan for 2020-21 and provide both to the Commonwealth in accordance with the Activity Schedule at Term B.6.

- E.7 Both the Progress Update and the Acceleration Plan will demonstrate measures being undertaken by the Grantee to support sporting bodies and grant partners to re-establish themselves financially following the cessation or delay of women's, niche or under-represented sports due to the COVID-19 Pandemic.
- E.8 The form and structure of the Progress Update will be a matter for the Grantee. However, the Progress Update must include the following:
- (a) the proposed women's, niche or under-represented sports that are intended to be supported through the Activity in terms of unconfirmed sports (unconfirmed sports);
  - (b) in relation to the unconfirmed sports, details of the plans, or proposed plans, by the sporting codes referred to in E.8(a) to resume play following the cessation of the COVID-19 Pandemic sports restrictions; and
  - (c) in relation to the unconfirmed sports, how the funding by the Grantee to the sporting codes referred to in E.8(a) through the acquisition of broadcast rights or other measures will assist in the resumption of play following the cessation of the COVID-19 sports restrictions.
- E.9 The form and structure of the Acceleration Plan will be a matter for the Grantee. However, the Acceleration Plan must include the following:
- (a) the proposed women's, niche or under-represented sports that will be supported through the Activity in terms of confirmed sports;
  - (b) a breakdown of the proposed expenditure of Grant money for the 2020-21 financial year against each cost category (as identified at Term H2.1);
  - (c) the steps undertaken by the Grantee to support codes and grant partners to rebuild the sport coming out of the COVID-19 Pandemic, including any financial assistance and/or other steps undertaken to negotiate arrangements to facilitate the timely broadcasting of the sport upon its re-commencement; and
  - (d) an outline of the strategies and processes the Grantee has adopted to maintain ongoing engagement with all relevant sporting bodies and grant partners of women's, niche and under-represented sports throughout the COVID-19 Pandemic, particularly around the issue of the broadcasting of each sport upon its recommencement.

## F. Reporting

- F.1 The Grantee agrees to create the following reports and to provide the reports to the Commonwealth representative.
- F.2 The Performance Report for each of the financial years 2017-18 to 2021-22 must include the following:
- (a) the Activities undertaken in the applicable financial year;
  - (b) a breakdown of the expenditure of Grant money for the applicable financial year in terms of:

- i. the under-represented sports supported through the Activity; and
  - ii. the cost categories identified at Term H2.1.
- (c) the coverage for the applicable financial year of under-represented sports supported through the use of Grant money, including:
- i. the overall amount of coverage;
  - ii. the form of coverage (live or delayed);
  - iii. the media platform or platforms on which coverage was provided; and
  - iv. whether, for the sports supported through the Grant, this coverage represented an increase or enhancement compared with the previous financial year or years, the extent of this increase or enhancement, and the relevant data used to inform that assessment.

- F.3 In addressing Terms F.2 (a) through (c), the Performance Reports for the financial years 2017-18 to 2021-22 must provide an assessment by the Grantee of its actual performance for the applicable financial year, relative to the Strategic Roadmap for that financial year and the Acceleration Plan (as applicable).
- F.4 The CFO Statement for each of the years 2017-18 to 2021-22 must certify that Grant money received during the relevant financial year has been spent for the purposes of the Activity and in accordance with the Agreement, the relevant Strategic Roadmap and in accordance with the Progress Update and the Acceleration Plan (as applicable).
- F.5 The Final Performance Report must including the following:
- (a) the Activities undertaken during the entire Activity period;
  - (b) an assessment by the Grantee of its performance against the KPIs for the entire Activity period, and the relevant data used to inform that assessment;
  - (c) an explanation of the reasons why any KPIs were not met; and
  - (d) any other information reasonably requested by the Commonwealth.
- F.6 The Audited Financial Statements must be independently audited financial reports that demonstrate the appropriate acquittal of funds (as per Term H4).
- F.7 The Reporting Schedule is outlined below. The due dates specified in this Schedule may be altered by the written agreement of the Parties in order to accommodate any changes agreed to the Activity Schedule (in accordance with Term B.6).

<b>Report</b>	<b>Due date</b>
2017-18 Performance Report	31 Jul 2018
2017-18 CFO Statement	31 Jul 2018
2018-19 Performance Report	31 Jul 2019
2018-19 CFO Statement	31 Jul 2019
2019-20 Performance Report	31 Jul 2020
2019-20 CFO Statement	31 Jul 2020
Interim Progress Update	30 Sept 2020

Re-establishment and Acceleration Plan	31 Jan 2021
2020-21 Performance Report	31 Jul 2021
2020-21 CFO Statement	31 Jul 2021
2021-22 Performance Report	31 Jul 2022
2021-22 CFO Statement	31 Jul 2022
Final Performance Report – 2017-18 to 2021-22	31 July 2022
Audited Financial Statements – 2017-18 to 2021-22	31 Aug 2022

## G. Party representatives and address for notices

### Grantee's representative and address

Grantee's representative name	REDACTED
Position	REDACTED
Postal/physical address(es)	4 BROADCAST WAY ARTARMON NSW 2064
Business hours telephone	REDACTED
Mobile	REDACTED
E-mail	REDACTED

### Commonwealth's representative and address

Name of representative	REDACTED
Position	Assistant Secretary
Postal/physical address(es)	News and Media Industry Branch Department of Infrastructure, Transport, Regional Development and Communications GPO Box 2154 CANBERRA ACT 2601
Business hours telephone	REDACTED
Mobile	REDACTED
E-mail	REDACTED

The Parties' representatives will be responsible for the liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in accordance with this Agreement.

## H. Supplementary Terms

### H1. Other Contributions

Not Applicable.

### H2. Activity budget

- H2.1 Subject to H2.2, the Grantee is permitted to expend the Grant money for the following categories of costs in respect of each under-represented sport:
- (a) Cost of acquiring media rights;

- (b) Production costs (e.g. Outside Broadcast costs);
- (c) Promotional costs (e.g. cost of using Grantee's commercial airtime to promote under-represented sports);
- (d) Technical and delivery costs (e.g. cost of satellite uplink and downlink for international or regional broadcasts); and
- (e) Any other costs in relation to the Activity approved in writing by the Commonwealth.

- H2.2 Where expenditure in relation to a category referred to in Term H2.1 (a) – (d) represent payments made to a person who is a related body corporate of the Grantee, the Grant may only be expended to the extent that the amount is equal to or less than the typical arms-length market price for the acquired services or goods. 'Related body corporate' has the same meaning as in section 50 of the *Corporations Act 2001* (Cth).
- H2.3 The Grant may be applied to expenditure in relation to the Activity that was incurred in the financial year 2017-18 prior to the Signing Date, provided that this expenditure was consistent with the 2017-18 Strategic Roadmap, as accepted by the Commonwealth.
- H2.4 Promotional costs (item H2.1(c)) may constitute not more than 10 per cent of Grant funding in any given financial year, and for the Grant as a whole over the financial year periods 2017-18 to 2021-22.
- (a) Promotional costs may relate to any content that directly promotes an under-represented sport, but must not include the promotion of any third-party commercial product or service, irrespective of whether or not that third party has a sponsorship or other arrangement in place with an under-represented sport.
  - (b) For the avoidance of doubt, the Grantee will be permitted to include references to the naming rights and/or major sponsors (if any) in promotions (either via graphics, voice over or logos etc.) for the under-represented sport.
  - (c) Promotional costs may relate to the use of Commonwealth content and material aimed at supporting greater participation in sports by women and girls, although the use of any such material would be at the discretion of the Grantee.

### H3. Record keeping

- H3.1 The Grantee agrees to maintain the following records:
- (a) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
  - (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported.
- H3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative (or its nominee) upon request.
- H3.3 Term H3 survives the termination, cancellation or expiry of the Agreement.

### H4. Audit

- H4.1 The Grantee agrees to provide the Commonwealth with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.

- H4.2 Independently audited financial acquittal reports must be audited by:
- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
  - (b) a certified Practising Accountant; or
  - (c) a member of the National Institute of Accountants; or
  - (d) a member of the Institute of Chartered Accountants;
- who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

#### **H5. Activity Material**

Not Applicable.

#### **H6. Access**

- H6.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.
- H6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause H6.1.
- H6.3 Term H6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

#### **H7. Equipment and assets**

Not Applicable.

#### **H8. Relevant qualifications or skills**

Not Applicable.

#### **H9. Activity specific legislation, policies and industry standards**

Not Applicable.

#### **H10. Commonwealth Material, facilities and assistance**

H10.1 The Grantee must, in providing television and online coverage of under-represented sports under this Agreement, acknowledge the financial contribution it has received from the Commonwealth, with the form and placement of such acknowledgement to be agreed by the Parties in writing prior to its publication.

#### **H11. Jurisdiction**

H11.1 This Agreement is governed by the laws of the Australian Capital Territory (ACT).

#### **H12. Grantee trustee of a Trust**

Not Applicable.

#### **H13. Compliance with laws and policies**

H13.1 The Grantee must comply with all laws, including the following laws, in carrying out the Activity:

- (a) *Equal Opportunity for Women in the Workplace Act 1999*;
- (b) *Racial Discrimination Act 1975*;
- (c) *Sex Discrimination Act 1984*;
- (d) *Disability Discrimination Act 1992*;
- (e) *Crimes Act 1914*;
- (f) *Criminal Code Act 1995*;
- (g) *Age Discrimination Act 2004* and the *Age Discrimination (Consequential Provisions) Act 2004*;
- (h) *Broadcasting Services Act 1992*;
- (i) *Radiocommunications Act 1992*;
- (j) *Privacy Act 1988*;
- (k) *Work Health and Safety Act 2011*;
- (l) *Biosecurity Act 2015* and any relevant instruments made under that Act; and
- (m) *any State or Territory Declarations, Determinations, Orders, Regulations or other legal instruments, as may be in effect from time to time, that relate to that State or Territory's response to the COVID-19 Pandemic.*

H13.2 The Grantee must comply with the following policies in carrying out the Activity:

- (a) Lobbying Code of Conduct (a copy of which is available at <https://www.ag.gov.au/integrity/australian-government-register-lobbyists/lobbying-code-conduct>).



## 1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

## 2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

## 3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor and of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

## 4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

## 5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

## 6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

## 7. Variation

This Agreement may be varied in writing only, signed by both Parties.

## 8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

## 9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Agreement.

## 10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

## 11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

## 12. Intellectual Property

12.1 The Grantee owns or licenses the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

## 13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

## 14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

## 15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

## 16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

## 17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

## 18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

## 19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

## 20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

## 21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.