

Restart Investment to Sustain and Expand (RISE) Fund

RISE Application Form

Application No. RISE2317 From Origin Fields

Form Submitted 20 Jun 2021, 6:25pm AEST

Restart Investment to Sustain and Expand (RISE) Program

COVID-19 is having unprecedented effects on communities in Australia and around the world, including on creative and cultural activity. To support the arts and entertainment sector to reactivate, this program provides finance to assist in the presentation of cultural and creative projects, activities and events, and to build confidence amongst investors, producers and consumers. This includes finance to assist with costs of rescheduling projects impacted by ongoing restrictions caused by outbreaks of COVID-19. This will support employment of artists and workers in the arts and entertainment sector and contribute to rebuilding Australia's economy, as well as enhancing community wellbeing and access to cultural experiences across Australia.

Guidelines

Before starting this application you should ensure that you have read and understood the Restart Investment to Sustain and Expand (RISE) [Guidelines](#).

We also recommend reading the [Frequently Asked Questions](#).

Privacy statement

The Department of Infrastructure, Transport, Regional Development and Communications will treat your personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting you know:

- what personal information we collect
- why we collect your personal information
- who we give your personal information to.

Your personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

We may share the information you give us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, you declare your ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that you engage to assist with the activity, in respect of personal information you collect, use, store, or disclose in connection with the activity. Accordingly, you must not do anything, which if done by the department, would breach an Australian Privacy Principle as defined in the Act.

When to submit

You can make an application at any time between now and 30 September 2022 at 11:59pm (subject to allocation of funds). The program cannot fund any activity that has occurred before the execution of a Grant Agreement. Activities under this funding application can take a maximum of two years. Financial commitments cannot be made until execution of the grant agreement.

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Additional assessment recommendations may be made outside of these timeframes. Any updates to this indicative timing will be published at arts.gov.au.

Applicant Information

*** indicates a required field**

Eligibility

To receive funding from the RISE program your primary purpose must be the arts and entertainment, you must also:

- have an Australian Business Number (ABN)
- be registered for the purposes of GST (if applicable)
- have an account with an Australian financial institution
- comply with all regulatory, industry and legal requirements in relation to copyright, licensing and employment
- be located in any part of Australia
- provide a co-contribution to the activity

Please select the entity types relevant to your organisation: *

- ☒ an incorporated organisation
- ☐ a local government or local government owned entity
- ☐ a partnership
- ☐ a joint (consortia) application with a lead organisation
- ☐ a not-for-profit organisation
- ☐ an Aboriginal and/or Torres Strait Islander Corporation registered under the Corporations (Aboriginal and Torres Strait Islander) Act 2006
- ☐ a Sole Trader
- ☐ An organisation applying through an auspicing body

Is this an application for funding to reschedule a project, activity or event impacted by COVID-19? *

☐ Yes ☐ No

Primary purpose

For the purpose of this program – arts and entertainment entities are organisations whose major source of revenue or hours worked are in activities that involve at least one of the following:

- the employment of cultural or creative workers*
- the operation of venues or facilities often used to exhibit or showcase creative and cultural talent
- the organisation of arts and entertainment activities.

*Creatives and support workers are those who work on the following cultural or creative activities (including in technical, administrative and production roles), for example:

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- Dance and physical performance
- Cultural and creative activities
- Literature and language
- Music
- Theatre
- Visual arts and craft

Is the primary purpose of your organisation arts and entertainment? *

☒ Yes ☐ No

Applicant Organisation Name: *

Origin Fields

Must be the full legal name of the applicant organisation

Is your organisation part of a consolidated group? *

☐ Yes ☒ No

Is your organisation currently at risk of insolvency or insolvent? *

☐ Yes ☒ No

Certified financial statement proving solvency

You must provide a current financial statement proving solvency, this could include a recent balance sheet. This document must be certified by a CPA (or the Chief Executive Officer or Chief Financial Officer of your client organisation), Board or other relevant senior employee responsible for the business finances attesting to the current solvency of the organisation. Certification must be in the form of a [Commonwealth Statutory Declaration](#).

Upload your Statutory Declaration and financial statement (e.g. a balance sheet) here. The Statutory Declaration must be certified by a senior employee indicating that your organisation is currently solvent. *

Filename: Origin Bank Balance Screen shot.png

File size: 69.8 kB

Filename: StatDec_Rise.pdf

File size: 1.4 MB

What is the total revenue of your company from 1 July 2020? If you operate on a calendar year, please provide a figure for the 2020 calendar year. *

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Must be a dollar amount.

Is your organisation an Indigenous or Non-Indigenous organisation? *

☐ Indigenous ☒ Non-Indigenous

Indigenous organisation: Any organisation where 50 per cent or more of its Board Directors are

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Aboriginal or Torres Strait Islander people.

Is your organisation a disability-led organisation? *

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Disability-led organisation: Any organisation where 50 per cent or more of its Board Directors identify as having disability

Please provide a brief outline of your organisation or group's history: *

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Must be no more than 80 words

Reporting compliance

Do you have any outstanding reports, acquittals, or serious breaches relating to any Australian Government funding? *

☐ Yes ☒ No

Applicant Details

* indicates a required field

Applicant details, including the lead organisation for consortia applications

In this section please provide the details of the organisation undertaking the project.

- Please note that if you receive funding, your contact details will be made available to the Minister for Communications, Urban Infrastructure, Cities and the Arts and other Members of Parliament.

Applicant contact *

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Position title *

Contact phone number *

Contact email *

Address *

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Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.

Applicant Website<https://originfields.com.au/>**ABN ***

25 631 212 185

Information from the Australian Business Register

ABN	25 631 212 185
Entity name	ORIGIN FIELDS PTY LTD
ABN status	Active
Entity type	Australian Private Company
Goods & Services Tax (GST)	Yes
DGR Endorsed	No
ATO Charity Type	Not endorsed More information
ACNC Registration	No
Tax Concessions	No tax concessions
Main business location	6150 WA

Information retrieved at 8:00am today

If, on the Australian Business Register (ABN Look Up) you identify as a 'Trust' please upload evidence of incorporation. This could be a certification of registration or equivalent.

*No files have been uploaded***Organisation size**

The following information will assist us to understand the size of your organisation. The size of your organisation will be considered in the context of the grant and activity.

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How many paid staff does your organisation employ? (expressed as full-time equivalent): *

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For part time staff, you can use decimal points e.g. someone who works two days per week would be represented as 0.4.

What is your organisation's annual turnover? (to the nearest \$10,000): *

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Annual turnover is defined as the total income you receive in the financial year in the course of running your business.

Did your Organisation receive the Australian Government's JobKeeper Payments?

*

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Must be a number.

Project Overview

*** indicates a required field**

Eligible grant activities

Funding is available to support cultural and creative events or activities that, in the absence of this funding, would be substantially less likely to proceed (due to constrained availability of funding to the applicant as a consequence of COVID-19).

The program will fund high quality projects irrespective of scale in all art forms, including cross-art form projects, with the exception of screen-based activities, film and television production and interactive games. Eligible projects need to align clearly with the program objectives, outcomes and assessment criteria.

Activities must demonstrate that there is a funding need, contribute to job creation, support Australian artists or performers (or their work), provide experiences to audiences, be of a nature that is likely to be popular with Australian audiences and financial viability. Applications that clearly demonstrate and seek direct investment for significant employment opportunities for artists, managers, crew and other parts of the supply chain will be prioritised.

Type of activity

Which of the following types of activities best describes the activity for which you are seeking funding: *

- ☐ cultural and creative programming and promotion
- ☐ a cultural, creative event or activity, including performances, exhibitions, tours, film festivals and online delivery
- ☒ a festival
- ☐ purchasing or leasing essential equipment for events, such as sound or lighting

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equipment

- ☐ development of COVID-safe infrastructure and protocols
- ☐ community outreach activities such as workshops
- ☐ capacity-building activities that link to the objectives and outcomes of the program and that therefore support an organisation to build long-term financial sustainability

Project & Activity dates

Please note that your project start date cannot commence before you receive funding. You have a maximum of 2 years to complete the activity.

Projects must start on or after 15 September 2022 to be considered for funding.

Project start date *

Project end date *

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What date will your activity become publicly accessible? *

What date will your activity stop being publicly accessible? *

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Artform

Which artform/s does your activity incorporate? *

- | | | |
|---|---|--|
| <input type="checkbox"/> Circus | <input type="checkbox"/> Design | <input type="checkbox"/> Opera and Musical Theatre |
| <input type="checkbox"/> Community Arts | <input type="checkbox"/> Digital Arts | <input type="checkbox"/> Puppetry |
| <input type="checkbox"/> Crafts | <input type="checkbox"/> Film | <input type="checkbox"/> Screen based art |
| <input type="checkbox"/> Cross artform | <input type="checkbox"/> Literature | <input type="checkbox"/> Theatre |
| <input type="checkbox"/> Cultural Heritage | <input type="checkbox"/> Multimedia | <input type="checkbox"/> Visual arts |
| <input type="checkbox"/> Dance/Physical Theatre | <input checked="" type="checkbox"/> Music | |

Select all that apply, including the primary artform.

What is the primary artform of your activity? *

Music

Areas of Focus

Does the project have a focus on Youth? *

☐ Yes ☒ No

Does the project have a focus on Mental health / wellbeing? *

Does the project have a focus on Tourism? *

☒ Yes ☐ No

Does the project have a focus on Innovation? *

☒ Yes ☐ No

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☐ Yes ☒ No

What is the primary area of focus? *

- ☐ Youth
- ☐ Mental health / wellbeing
- ☐ Tourism
- ☒ Innovation

Project title: *

Origin Fields 2021/2022

Short project description: *

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Must be no more than 25 words.

Must be no more than 25 words and suitable for public release. Please note that should you be successful, this description will be used in media releases and will be published on the Office for the Arts website.

Detailed Project Description *

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Must be no more than 300 words.

Have you previously submitted this project for RISE funding? *

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Please tick yes regardless if the project was successful or unsuccessful.

Project Statistics

* indicates a required field

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Does your project involve Aboriginal or Torres Strait Islander people or have a focus on Aboriginal or Torres Strait Islander culture? *

☐ Yes ☒ No

Please provide some projected statistical information on your project's team:

Please put '0' in any fields that are not relevant.

Number of artists that identify as Aboriginal and/or Torres Strait Islander: *

Number of artists that identify as culturally and linguistically diverse: *

Number of artists that identify as persons with disability: *

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Number of other personnel that identify as Aboriginal and/or Torres Strait Islander: *

Number of other personnel that identify as culturally and linguistically diverse: *

Number of other personnel that identify as persons with disability: *

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Is the project disability-led? *

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A disability-led project is defined as one in which people with disability themselves are leading the creative development process.

Please put '0' in any fields that are not relevant.

Number of female artists: * Number of male artists: *

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Number of non-specific gendered artists: *

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Number of female other personnel: *

Number of male other personnel: *

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Number of non-specific gendered other personnel: *

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Project team size:

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This number/amount is calculated.

Volunteers

Number of volunteers. *

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Must be a number.

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Employment Statistics

Please provide employment statistics for your project. When selecting the employment status, please note:

- A short-term employee includes those whose employment includes entitlements.
- An independent contractor includes owners and managers of incorporated and unincorporated businesses, including sole-traders.

Example Job-type categories are:

- **Arts professionals** (actors, dancers, musicians)
- **Media professionals** (artistic directors, presenters, authors)
- **Miscellaneous technicians and trades workers** (performing arts, gallery, museum technicians)

Job-type category	Employment status	Number of employees
		Must be a number.
Miscellaneous technicians and trades workers *	Independent contractors *	s47G
Arts professionals	Permanent - full time	
Hospitality workers	Casual (< 12 month tenure)	
Miscellaneous technicians and trades workers	Permanent - part time	
Arts professionals	Independent contractors	
Miscellaneous technicians and trades workers	Casual (< 12 month tenure)	
Arts professionals	Casual (< 12 month tenure)	
Hospitality workers	Permanent - full time	
Hospitality workers	Permanent - part time	

Total employees

s47G

This number/amount is calculated.

Projected audience statistics

Gathering statistics about who will access, participate in or benefit from your project, helps us to measure the success of your project and the value of funding for the arts.

We will measure these statistics again in your final project report and acquittal.

Please complete any of the areas below that are relevant to your project.

Location and Participation

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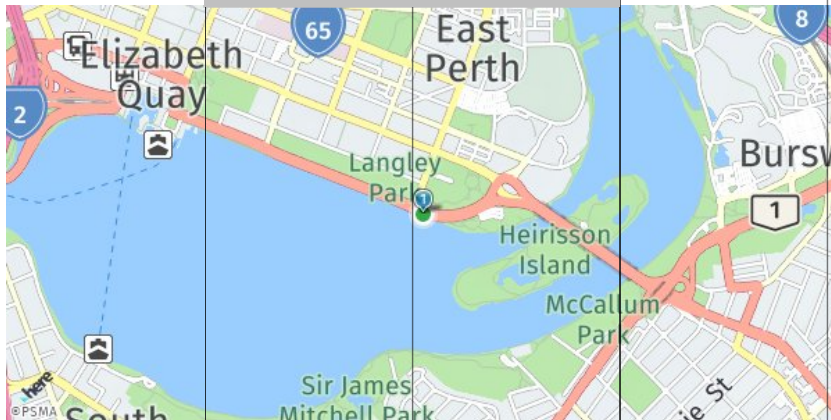
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Please list the locations where your activity will take place. For multiple locations please enter in chronological order.

- **Attendance** means the number of people who will attend, visit or be in the audience for your project.
- **Participation** means the number of people that will actively participate in the project (other than the project artists and personnel) for example workshop participants or active audience participants.

Please put '0' in any fields that are not relevant. and a short comment in the **reason for not including statistics** box below the table.

Location name	Address	Projected Attendance	Projected Participation	Start date	End date
	Address Line 1, Suburb/Town, State/Province, Postcode, and Country are required.	Must be a number.	Must be a number.	If unknown, please indicate expected start date. Must be a date.	If unknown, please indicate expected end date. Must be a date.
Langley Park	Riverside Dr East Perth WA 6004 Australia	s47G		31/12/2021	02/02/2022
					

Total Projected attendance at the project

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This number/amount is calculated.

Total Projected participation in the project

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This number/amount is calculated.

Criterion 1

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*** indicates a required field****The degree to which the grant will contribute to achieving the objectives and outcomes of the program.**

This includes demonstrating a plan to develop and present cultural and creative events or activities.

How does your activity contribute to reactivating the arts and entertainment sector?

Please address how your activity will contribute to employment opportunities and the expected economic benefits of your activity for your organisation and other industries such as hospitality and accommodation. *

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Must be no more than 150 words.

If you are successful, as part of your acquittal, you will be asked to provide statistics on the economic benefits of your activity on allied industries.

What types of audiences will benefit from your activity?

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Must be no more than 150 words.

Creative partnerships**Do you have creative partners in this project? ***

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Accessibility

It is important to us that Australia's high quality arts experiences are accessible to the whole community. One in every five Australians have disability. Many more do not identify but

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still experience barriers to access. Parents with prams often experience the same access barriers as wheelchair users. Older people with sight or hearing loss often experience the same barriers as people who are Deaf and/or blind/vision impaired.

For tips on how to increase the accessibility of your project or to assist you in thinking about this, visit [Arts Access Australia](#)

Tell us about how you plan to ensure your project is accessible, including to people with disability. Please complete the [Arts Access Australia Project Accessibility template](#) or provide a written response below.

Which of these actions will you complete? *

- ☒ (a) Upload a completed version of the Arts Access Australia Project Accessibility template
☐ (b) Type your response below

Arts Access Australia Project Accessibility Plan *

Filename: Arts_Access_Australia_project_accessibility_form - ORIGIN FIELDS.pdf

File size: 220.9 kB

If providing an AAA plan it can be attached here. Please name and submit your file with the title 'AAA Plan'.

Criterion 2

* indicates a required field

Demonstrated expertise and capacity of the organisation to undertake the grant activity, including in a COVID-safe manner.

Work plan

The project work plan below should set out the key deliverables / milestones for your project (including consideration for COVID-safe protocols). If approved, the work plan will form part of your funding agreement. Depending on your project, milestones may have payments linked to the successful achievement of these outcomes.

Please list deliverables chronologically - in order from earliest to latest. Note the timeframe for your work plan must not exceed two years.

Key Deliverables - task/ activity to be undertaken	Outcome - What will be achieved by this activity?	Planned date of completion
	Must be no more than 30 words.	Must be a date.
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Expertise**Demonstrated expertise and capacity of the organisation to undertake the grant activity.**

You should demonstrate this through the following:

- prior experience in managing funds and/or acquitting government funding
- appropriate business or governance structures in place
- experience of personnel undertaking the activity.

Please detail the expertise and capacity of your organisation to undertake the grant activity. *

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Must be no more than 200 words.

Key personnel and artist details

Provide information on the key personnel and artists in your project team. You will be able to attach evidence of artist confirmation or willingness to participate from the artist or manager, for key participating artists and/or headline acts under supporting material at the end of this application.

Name	Role in the project	Brief description of experience	Confirmation
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		Must be no more than 30 words.	Please attach confirmation documentation in supporting material.
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**Risk management**

Briefly identify the risks (including COVID-safe protocols) associated with the project and how you will manage and minimise those risks.

Please address how your activity will be adapted to respond to COVID-19 public health requirements? Please consider both innovations and structural adjustments.

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Risk	Consequence of the risk occurring	Likelihood of the risk occurring	Management approach
	Must be no more than 30 words.		Must be no more than 30 words.
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Criterion 3

*** indicates a required field**

Funding is available in the 2022-23 financial year. If successful, you must complete your activity within two years of the execution of the grant agreement. The following asks you to set out your budget for the activity. The budget needs to include remuneration details for artists, performers and other workers in accordance with industrial awards and agreements.

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Budget

Please demonstrate financial viability of your grant activity

This includes providing a budget that shows how the grant funding will be expended, and outlines any other income that will be used to support delivery of the activity. You can apply for both a program grant and a Show Starter Loan. A combination of a program grant and Show Starter Loan cannot make up more than 50 per cent of the total budget of an activity or \$5 million, whichever is lesser.

Will your activities occur over 1 or 2 years? *

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Did you apply for a Show Starter Loan? *

s47G

Grant amount

Amount Requested *

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What is the total financial support you are requesting in this application?

If you are applying for under \$25,000 or over \$2,000,000, please provide a statement of justification.

Please provide financial information for year one of your budget expenditure

Other Income (excluding RISE grant funding)

Please outline the planned income from other sources for your activity for year 1 of your project, including co-investment from other sources, Commonwealth, state, territory or local government.

Applicants are encouraged to include a direct cash or in-kind contribution or funds from other grant programs towards the costs of the project in addition to any earned income such as ticket sales, beverages, merchandise, workshop and registration fees.

If you have applied for a Show Starter Loan, please include the breakdown of year 1 in this section.

Other income source	Amount	Cash or In-kind	Status
	Must be a dollar amount.		
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Total other income

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This number/amount is calculated.

Grant Expenditure

The budget below should outline the items that grant funding would be spent on for year 1. If your application is successful, the *Expenditure of Grant Funds* budget will form part of the grant agreement. Figures must be **GST exclusive**.

- *Itemise expenses for the project including artist and project personnel fees*
- *If successful you cannot change how you spend your grant money without getting our formal approval.*

List below only those items that will be paid for with the grant (refer to the Guidelines or the Eligibility section at the beginning of this form for examples of eligible and ineligible activities). Also note the basis for calculations for budget items over \$100,000 should be provided, i.e. venue hire x 25 days, 15 performers x 12 weeks etc.

Expenditure item	Expenditure category	Amount
		Must be a dollar amount.
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Total grant expenditure

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This number/amount is calculated.

Other income expenditure (excluding RISE grant funding)**List below any expenditure that will be paid for with funds other than the grant for year 1.**

If you have applied for a Show Starter Loan, please include the expenditure breakdown for year 1 in this section.

Other expenditure item	Other expenditure category	Amount
		Must be a dollar amount.
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Total other income expenditure

s47G

This number/amount is calculated.

Financial Balance & Supporting Documentation

*** indicates a required field**

Balance

The following figures are calculated. The fields below show grant balance (grant amount requested minus total grant expenditure) and other income balance (total other income minus total other income expenditure).

The balances **must equal 0** before you can submit your application.

Grant balance (amount requested - total grant expenditure)	Other income balance (total other income - total other income expenditure)
---	---

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This number/amount is calculated.

This number/amount is calculated.

Total project cost *

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Total of grant amount requested plus other income.

Do you estimate that you will make a profit from this project? *

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Must be no more than 100 words.

Please provide evidence of funding need in the form of a statement or data about financial status.

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A large rectangular area of the document is redacted with a solid grey fill.

Must be no more than 150 words.

Please provide evidence of financial co-contribution to your activity. *

Filename: Origin Bank Balance Screen shot.png

File size: 69.8 kB

Links to other support material

You may wish to upload or provide links to other supporting documentation. Examples of supporting documentation include evidence of artist confirmation or willingness to participate on the artist's or manager, letter of communication / industry support, website, media coverage, a video or images. Provide links, social media handles or upload documents, images etc.

Links to storage sites such as Dropbox, Google Drive or OneDrive cannot be accepted.

Select the **Add More** button to add extra rows.

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Certification

All below criteria must be confirmed.

I, the Applicant Contact, am authorised by my group/organisation to complete this application and certify that: *

- ☒ I acknowledge that the Department of Infrastructure, Transport, Regional Development and Communications may share this application with other Commonwealth entities or Ministerial appointed bodies established for the purposes of this program, for purposes including government administration, research or service delivery, according to Australian laws.
- ☒ I acknowledge that contact details and project information provided in this application may be disclosed to the Minister for Communications, Urban Infrastructure, Cities and the Arts and other Members of Parliament.
- ☒ To the best of my knowledge the statements made in this application are true.
- ☒ If my application is approved, I will be required to accept the terms of the funding agreement.
- ☒ If successful, I will only spend the grant funds in accordance with the approved budget.
- ☒ If successful, I will undertake the project as described in this application.
- ☒ I acknowledge that I cannot change the approved project or budget without prior approval and I will notify the Department as early as possible to seek approval for a variation if required.

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- ☒ If successful, I will provide reports to the Department in accordance with the requirements of the funding agreement.
- ☒ If successful, I understand that project information may be published for reporting or promotional purposes.
- ☒ I do not have any perceived or actual conflicts of interest with this project to declare.
- ☒ I acknowledge that data contained in this application will be used by the Department of Infrastructure, Transport, Regional Development and Communications for analysis of the cultural and creative sector.

Date of Certification: *

20/06/2021

Must be a date

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Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications
Office for the Arts

Commonwealth Grant Agreement

between the Commonwealth of Australia
represented by

***Department of Infrastructure, Transport,
Regional Development and
Communications***

ABN 86 267 354 017

and

Origin Fields Pty Ltd

ABN 25 631 212 185

for

Origin Fields 2021/2022

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Grant Agreement

RISE2317 - Restart Investment to Sustain and Expand (RISE) Fund funding for Origin Fields Pty Ltd - Origin Fields 2021/2022

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

Parties to this Agreement

The Grantee

Full Legal Name of Grantee	Origin Fields Pty Ltd
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Australian Private Company
Trading or business name	Origin Fields
Australian Business Number (ABN)	25 631 212 185
Registered for Goods and Services Tax (GST)? (Yes/no)	Yes
Registered office (physical/postal)	s47F
Telephone	
Email	

The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications, 2 Phillip Law Street, Canberra, ACT 2601, ABN 86 267 354 017.

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

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

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.

This Agreement represents the Parties' entire agreement in relation to the Grant and the relevant Activity, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details - RISE2317

RISE Fund funding for **Origin Fields Pty Ltd - *Origin Fields 2021/2022***

A. Purpose of the Grant

The Restart Investment to Sustain and Expand (RISE) Fund contributes to the Department of Infrastructure, Transport, Regional Development and Communications (the Department) Outcome 6.1: Participation in, and access to, Australia's arts and culture through developing and supporting cultural expression.

The Grant is being provided to the Grantee as part of the RISE Fund. The purpose of the grant is to:

- assist companies in the arts and entertainment sector to present new or re-imagined activities which have been disrupted by the COVID-19 restrictions
- deliver new activities, opportunities and structural adjustments that have been developed in response to the COVID-19 restrictions, including innovative ways to deliver content and productions
- provide increased employment opportunities in the arts and entertainment sector and allied industries
- generate increased economic activity in the arts and entertainment sector and allied industries
- help build the longer-term financial sustainability of cultural and creative companies, including increased revenue-earning capacity
- provide creative and cultural experiences to audiences across Australia.

B. Activity

B1. The Activity

s47G

In performing the Activity, the Grantee is required to:

- (a) undertake the Activity as outlined in the Activity work plan at clause C of the Grant Details; and
- (b) inform the Commonwealth of any anticipated changes to one or more of the following:
 - i. the Grantee's intended scale, objective or outcome for the Activity;
 - ii. the end date for the Activity; or
 - iii. the budget for the Activity.

Once informed, the Commonwealth will determine whether a variation to this Agreement should be agreed (see clause 7 of Schedule 1) to reflect the anticipated changes.

B2. Acknowledgment and publicity

In accordance with clause 2 of Schedule 1 to this Agreement, unless otherwise notified by the Commonwealth, the Grantee agrees, in all publications, promotional and advertising materials, public announcements and activities by

the Grantee or on the Grantee's behalf in relation to the Activity, or any products or processes developed as a result of the Activity, to acknowledge the financial and other support the Grantee has received from the Commonwealth in the following way:

- a) by including the following acknowledgement: "Restart Investment to Sustain and Expand (RISE) Fund – an Australian Government initiative"; and
- b) by including the following Australian Government Coat of Arms. The Grantee must comply with the requirements in the Department of Prime Minister and Cabinet's *Commonwealth Coat of Arms Information and Guidelines* available at www.pmc.gov.au (RISE Fund logos can be downloaded at <https://www.arts.gov.au/funding-and-support/rise-fund/rise-fund-logos>):



Australian Government RISE Fund

The Grantee must also notify the Commonwealth of all announcements and events relating to the Grant and provide an opportunity for the Minister for Communications, Urban Infrastructure, Cities and the Arts or their representative to attend. Event invitations can be sent to the RISE Fund Team at rise@arts.gov.au.

The Commonwealth reserves the right to publicise and report on the awarding of the Grant to the Grantee. The Commonwealth may do (but is not limited to doing) this by including the Grantee's name, the amount of the Grant, the title and a brief description of the Activity in media releases, general announcements about the funding, annual reports or through any other means as determined by the Commonwealth.

C. Duration of the Grant

The Activity starts on the date the Commonwealth signs this Agreement.

The Activity ends on s47G, which is the **Activity Completion Date**.

The Agreement ends on the date the Commonwealth notifies the Grantee the final report has been accepted, and, if required under clause 10 of Schedule 1, when the Grantee has repaid any amounts, which is the **Agreement End Date**.

Activity work plan

s47G

s47G

D. Payment of the Grant

The total amount of the Grant is s47G

The Grant must be spent on the Activity as outlined in clauses B and G2 of this Agreement.

Interest earned by the Grantee on the Grant will be used and dealt with by the Grantee as if the interest earned was part of the Grant. Such interest will also be treated as part of the Grant for the purposes of repayments under clause 10 of Schedule 1.

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.

The Grantee's nominated bank account into which the Grant is to be paid is:

INSTITUTION: s47G

ACCOUNT NAME:

BSB:

**ACCOUNT
NUMBER:**

s47G

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must:

- (a) be dated and clearly labelled as a 'tax invoice';
- (b) include the name of the Grant;
- (c) contain the Grantee's name, address, contact telephone number and ABN;
- (d) include the Departmental ABN: 86 267 354 017;
- (e) relate only to the Milestone that has been accepted by the Commonwealth in the Grant Agreement;
- (f) be for an amount which, together with all previously correctly rendered invoices, does not exceed the total amount of the Grant; and
- (g) include the Department's name and address, as follows:
 - Attention: RISE Fund
 - Arts Policy and Development, Arts Development and Investment Branch
 - Office for the Arts
 - Department of Infrastructure, Transport, Regional Development and Communications
 - GPO Box 2154
 - CANBERRA ACT 2601

Payment of funds to artists and suppliers

Each component of the Activity budget that represents the costs for artists and suppliers must be paid by the Grantee to the relevant artists and suppliers prior to the staging of that component of the Activity.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following requirements.

All reports will require the Grantee to report actual outcomes against the Activity tasks listed in the Activity work plan at clause C of the Grant Details, as well as actual expenditure of the Grant monies against the Activity budget at clause G2 of the Supplementary Terms.

Ad Hoc Reports

The Commonwealth may require **Ad Hoc Reports** for the Grantee to provide updates on progress, or any significant delays or difficulties in completing the Activity.

Final Report

A **Final Report** is due within **60 days** of the Activity Completion Date, and must be submitted through the Department's online grants management system. The **Final Report** is a stand-alone document that can be used for public information dissemination purposes.

As part of the Final Report, the Grantee must provide the Commonwealth with a financial statement in respect of the receipt and expenditure of the Grant compared with the Activity budget in clause G2 of the Supplementary Terms (including any Activity generated income, receipts, and Other Contributions under clause G1 of the

Supplementary Terms). This financial statement must include a declaration as to whether the financial information for the Activity represents the financial transactions fairly and is based on proper accounts and records.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s47F
Position	General Manager
Postal/physical address(es)	s47F
Business hours telephone	
E-mail	

Commonwealth representative and address

Name of representative	s22(1)(a)(ii)
Position	Acting Director
Postal/physical address(es)	<p>Physical: Office for the Arts Department of Infrastructure, Transport, Regional Development and Communications 2 Phillip Law Street Canberra ACT 2601</p> <p>Postal: GPO Box 2154 Canberra ACT 2601</p>
Business hours telephone	s22(1)(a)(ii)
E-mail	RISE@arts.gov.au

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

G. Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant set out below:

Other contribution source	Amount	Cash or In-kind	Status
s47G			

G1.2 The Grantee agrees to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause G1, then the Commonwealth may:

- (a) withhold payment of the Grant until the Other Contributions are provided in accordance with clause 8 of Schedule 1 ; or
- (b) terminate this Agreement in accordance with clause 18 of Schedule 1.

G2. Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the following Activity budget:

Description	Amount
s47G	

G2.2 The Grantee may transfer funding between categories of expenditure items within the Activity budget subject to the following limitations:

- (a) the Grantee must seek the prior written approval of the Commonwealth for any transfer that exceeds 10% of the total Activity budget for the Financial Year in which the transfer would occur.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant and any Other Contributions 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.

G3.2 The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to the Commonwealth upon request.

G3.3 This clause G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not applicable.

G5. Activity Material

G5.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

G5.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.

G5.3 The Grantee warrants that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.

G5.4 This clause G5 survives the termination, cancellation or expiry of the Agreement.

G5A. Secret and Sacred Indigenous Material

Not Applicable

G6. Access

Not Applicable

G7. Equipment and assets

G7.1 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any equipment or Asset for \$5,000 (including GST) or more, apart from those listed in the Activity budget.

G7.2 The Grantee agrees to maintain a register of all equipment and Assets purchased for \$5,000 (including GST) or more with the Grant and to provide the register to the Commonwealth upon request.

G7.3 The Grantee agrees to use the equipment and Assets for the purposes of the Activity.

G7.4 The Grantee must ensure that it owns any equipment and Assets purchased with the Grant for the purposes of the Activity.

G7.5 The Grantee agrees that the proceeds of any equipment and Assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

G8. Relevant qualifications or skills

G8.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks and have the relevant skills and qualifications.

G8.2 The Grantee agrees to comply with all State, Territory and Commonwealth laws relating to the employment or engagement of persons in relation to the Activity, including by obtaining and maintaining all necessary police and other checks in relation to personnel.

G8A. Child Safety

G8A.1 In this Agreement:

Child	means an individual(s) under the age of 18 years and Children has a similar meaning;
Child-Related Personnel	means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations	means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: https://childdsafe.humanrights.gov.au/national-principles) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;
Relevant Legislation	means Legislation in force in any jurisdiction where any part of the Activity may be carried out; and
Working with Children Check or WWCC	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

G8A.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause G8A.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

G8A.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause G8A.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Grantee's risk management strategy required by this clause G8A.3;
 - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses G8A.2 and G8A.3, in such form as may be specified by the Commonwealth.

G8A.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause G8A.

G8A.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause G8A;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause G8A; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause G8A.

G8B. Vulnerable Persons

G8B.1 In this term G8B:

Criminal or Court Record	means any record of any Other Offence;
Other Offence	means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to: <ul style="list-style-type: none"> (a) an apprehended violence or protection order made against the person; (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);
Police Check	means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;
Serious Offence	means: <ul style="list-style-type: none"> (a) a crime or offence involving the death of a person; (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child; (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or (d) an attempt to commit a crime or offence described in (a) to (c);
Serious Record	means a conviction or any finding of guilt regarding a Serious Offence; and
Vulnerable Person	means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

G8B.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;

- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause G8B.2 remain current for the duration of their involvement in the Activity.

G8B.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

G8B.4 In undertaking a risk assessment under clause G8B.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

G8B.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this term G8B and agrees to provide the Commonwealth with copies of any relevant documentation on request.

G8B.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

G9. Activity specific legislation, policies and industry standards

G9.1 The Grantee agrees to comply with the requirements of the following legislation, policies and industry standards when undertaking the Activity:

- (a) *Sex Discrimination Act 1984 (Cth)*;
- (b) *Disability Discrimination Act 1992 (Cth)*;
- (c) *Racial Discrimination Act 1975 (Cth)*;

- (d) *Age Discrimination Act 2004 (Cth)*;
- (e) *Work Health and Safety Act 2011 (Cth)*;
- (f) *Biosecurity Act 2015 (Cth)* and any relevant instruments made under that Act; and
- (g) any Commonwealth, State or Territory Declarations, Determinations, Orders, Regulations or other legal instruments requirements, as may be in effect from time to time, made in response to the COVID-19 Pandemic.

G9A. Fraud

G9A.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

G9A.2 The Grantee agrees to ensure that its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

G9A.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity,

the Grantee agrees to report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies within 5 business days.

G9A.4 The Grantee agrees to investigate any Fraud referred to in clause G9A.3 at its own cost and in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

G9A.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

G9A.6 This clause G9A survives the termination or expiry of the Agreement.

G10. Commonwealth Material, facilities and assistance

Not Applicable

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G.12 Grantee trustee of a Trust

Not Applicable

Signatures

Executed as an agreement:

Commonwealth of Australia:

Signed for and on behalf of the Commonwealth of Australia as represented by	The Department of Infrastructure, Transport, Regional Development and Communications ABN 86 267 354 017	
Name:	s22(1)(a)(ii)	
Position:	Acting Director RISE Fund	
Signature and date:	s22(1)(a)(ii)	23/8/21
Witness Name: (print)	s22(1)(a)(ii)	
Signature and date:		23/08/2021

Grantee:

Name of Company:	Origin Fields Pty Ltd ABN: 25 631 212 185	
Director's Name: (print)	s47F	
Signature and date:		20/08/2021
Director/Company Secretary Name: (print)	s47F	
Signature and date:		20/08/2021

Released under FOI Act 1982 by Department of Infrastructure,
Transport, Regional Development, Communications and the Arts

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 the form of acknowledgment as outlined in clause B2 of the Grant Details or any other acknowledgment the Commonwealth reasonably specifies in writing.,.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements 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 or 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 is responsible for the performance of its obligations under 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 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

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

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 Completion Date** means the date or event specified 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 and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **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.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988* (Cth).
- **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.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **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* (Cth)).
- **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* (Cth).
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

18-Aug-21

Restart Investment to Sustain and Expand (RISE) Fund

Department of Infrastructure, Transport, Regional Development and Communications

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