



Australian Government

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

Community Broadcasting Program Grant Guidelines

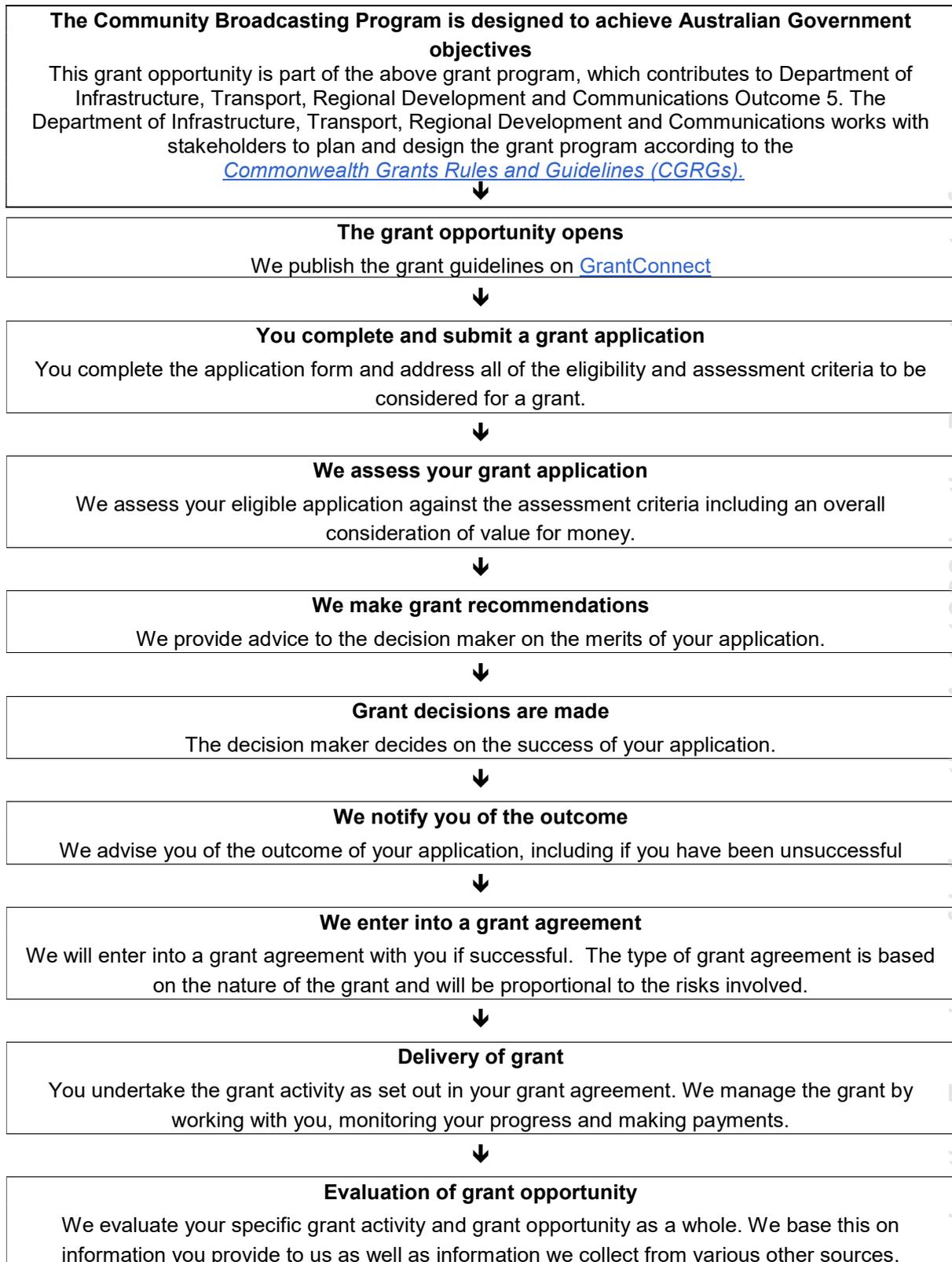
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Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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1. Community Broadcasting Program processes



1.1 Introduction

These guidelines contain information for the Community Broadcasting Program grant.

You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the grant opportunity.

2. About the grant program

The Community Broadcasting Program (the Program) will run over four years from 2021-22 to 2024-25.

The purpose of the Program is to support a diverse, innovative and resilient community broadcasting sector. The expected outcomes of the program will be increased media diversity and social inclusion through investment in the community broadcasting sector. The program will also aim to enhance opportunities for media training and skills development.

The Government provides funding to a third party grants Administrator (the Grantee) to support Community Broadcasting organisations via a grant opportunity (the Opportunity). Historically the Grantee has been the Community Broadcasting Foundation (the CBF). The CBF has successfully undertaken this role since 1984.

On 11 May 2021, the Government announced it would continue to provide funding to the CBF for the ongoing delivery of the Community broadcasting programming including an additional \$8.0 million over two years. The additional funding will benefit Australia's 450 community radio broadcasters.

These guidelines outline the Program funding being provided to the Grantee and its obligations associated with the funding. The Opportunity supports the achievement of the Department of Infrastructure, Transport, Regional Development and Communications' objective to promote an innovative and competitive communications sector so all Australians can realise the full potential of digital technologies and communications services.

The Grantee's role is to act as the independent non-profit funding agency on behalf of the Commonwealth for the maintenance and development of Australian community broadcasting. In undertaking its role, the Grantee provides support to community radio and television broadcasting, and related online activities, and assistance to support community digital radio broadcasting activities. The Grantee is expected to promote the effective, efficient and ethical use of the grant funds, consistent with the objectives of the Opportunity. The grant is to be undertaken in accordance with the Commonwealth Grants Rules and Guidelines (CGRGs)¹.

¹ <https://www.finance.gov.au/sites/default/files/commonwealth-grants-rules-and-guidelines.pdf>

3. Grant amount and grant period

3.1 Grant available

The Australian Government has announced a total of \$74.1m over 4 years for a single Grantee to deliver funding activities under the Community Broadcasting Program. This is subject to change as this funding is subject to indexation.

3.2 Grant period

The maximum grant period is 4 years.

4. Eligibility criteria

We cannot consider your application if you do not satisfy all the eligibility criteria.

4.1 Who is eligible to apply for a grant?

This grant opportunity will be undertaken using a closed non-competitive grant. The CBF (ABN 49 008 590 403) will be the only applicant invited to apply.

To be eligible to apply for a grant under this Opportunity the CBF must:

- have an Australian Business Number (ABN)
- be registered for the purposes of GST
- be a permanent resident of Australia
- have an account with an Australian financial institution
- be a company incorporated in Australia
- be a registered charity or not-for-profit organisation with Australian Charities and Not-for-profits Commission (ACNC)
- be a community media organisation with extensive experience in grants administration and sector development and investment
- not be a recipient of final grant funding for the Community Broadcasting sector as outlined under section 5.1 of these guidelines. The grantee will only receive funding through an administration levy (section 5.3), to cover the costs of administering the program.

5. What the grant money can be used for

5.1 Eligible grant activities

Eligible grant activities are those that satisfy the following outputs:

1. **Provision of funding to the community broadcasting sector.** The Grantee must demonstrate an ability to conduct the activities outlined below (1a-1c). In doing so, the Grantee must demonstrate how they will provide appropriate financial assistance to support communities of interest, including ethnic community broadcasting; First Nations community broadcasting; and Radio for the Print Handicapped community radio broadcasting.
 - a. Development and operational funding for the community broadcasting sector. To provide competitive needs based financial assistance to community broadcasters including support

for transmission costs, station management and activities that support the sustainability of community radio stations.

- b. Content development for the community broadcasting sector. To provide competitive needs-based financial assistance for the development, production and distribution of community-focussed content (including local and national news programming) that amplifies under-represented voices, including those from different cultures, ages and genders across Australia.
 - c. Strategic projects (sector investment) for the community broadcasting sector. To provide competitive needs based financial assistance for projects that benefit the community broadcasting sector. Strategic projects might include:
 - i. the maintenance and operation of projects that benefit the broader community broadcasting sector.
 - ii. support for seeding, sustaining, and special purpose funding to community broadcasting groups, including national associations of community broadcasters.
 - iii. training programs for employees and volunteers of community broadcasting sector.
2. **Corporate structures.** The Grantee will be required to maintain appropriate corporate structures to ensure the most effective, efficient and ethical administration of the Program's grant funding, and ongoing reporting and consultation expectations with the Department. The Grantee will determine their own governance structures. It must however ensure the Department is informed of any changes to this structure throughout the grant period.
3. **Administration levy.** An administration levy will be allowable to cover the costs of administering the program. The levy amount and the forward estimate of the levy amount for the duration of the deed may not exceed a cap amount in any given year. The cap amount will be determined as a reasonable industry standard for similar funding agreement arrangements and approved by the Department at the commencement of any given financial year.

6. The assessment criteria

All activities the prospective Grantee proposes for funding through this grant Opportunity must meet the objectives of the Community Broadcasting Program as stated in Section 2 of the Guidelines. The successful Grantee must demonstrate the ability to undertake all eligible grant activities. Each criterion will be weighted as indicated in the following.

The successful Grantee must demonstrate the way in which their outputs will contribute to supporting media diversity and social inclusion, and providing opportunities for media training and skills development, through grant funding rounds to the community broadcasting sector.

Criterion 1 [weighting 60%]

The Grant applicant must demonstrate the ability to provide grant funding to the community broadcasting sector as per all of the described eligible grant activities at section 5.1 (1) of these guidelines.

Criterion 2 [weighting 20%]

The Grant applicant must demonstrate appropriate corporate governance and management structures to satisfy this criteria for the administration of eligible activities as outlined in section 5.1 (2). This should include, but may not be limited to, administration, reporting and governance capabilities.

Criterion 3 [weighting 20%]

The Grant applicant must demonstrate the ability to provide grant funding efficiently, by providing a projection of the cost of administering the delivery of the eligible grant activities over the duration of the proposed funding agreement with regard to section 5.1 (3) of these guidelines.

7. How to apply

Before applying, you must read and understand these guidelines and the sample grant agreement. These documents may be found at [GrantConnect](#). Any alterations and addenda² will be published on GrantConnect and by registering on this website, you will be automatically notified on any changes. GrantConnect is the authoritative source for grants information.

To apply you must:

- submit an application for eligibility in the first ten days
- complete and submit a detailed application if you are deemed eligible.
- provide all the information requested
- address all eligibility criteria and assessment criteria
- include all necessary attachments
- submit your application to §22(1)(a)(ii) at §22(1)(a)(ii) [@INFRASTRUCTURE.gov.au](mailto:INFRASTRUCTURE.gov.au) by 17.00 AEST on 4 October 2021.

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code 1995](#) and we will investigate any false or misleading information and may exclude your application from further consideration.

If you find an error in your application after submitting it, you should contact us immediately on (02) 6271 §22(1)(a)(iii).

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

You should keep a copy of your application and any supporting documents. We will acknowledge that we have received your application within five working days.

7.1 Timing of the grant Opportunity processes

You can submit an application for eligibility in the first ten days after the grant's opening date. If you are deemed to be eligible you will be invited to submit a detailed application.

² Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

7.2 Questions during the application process

If you have any questions during the application period, contact the Department of Infrastructure, Transport, Regional Development and Communications by calling s22(1)(a)(ii) on (02) 6271 s22(1)(a)(iii). Questions must be sent by no later than 30 September 2021.

The Department of Infrastructure, Transport, Regional Development and Communications will respond to emailed questions within 5 working days.

8. The grant selection process

8.1 Assessment of grant applications

We will consider your eligibility application through a closed non-competitive grant process. We will then assess your application against the assessment criteria (see Section 6). We will consider your application on its merits, based on:

- how well it meets the criteria
- whether it demonstrates value for money.

When assessing the extent to which the application represents value for money, we will consider:

- the overall objectives to be achieved in providing the grant
- the relative value of the grant sought
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives.

8.2 Who will assess applications?

An assessment committee will assess your application on its merit. The assessment committee will be made up of a Chairperson and committee members drawn from the Department.

The assessment committee will recommend to the Program Delegate whether your application should be approved for the grant.

8.3 Who will approve grants?

The Program Delegate will decide to approve awarding of the grant, taking into account the recommendations of the assessment committee and the availability of grant funds for the purposes of the grant program.

The Program Delegate's decision is final in all matters, including:

- the approval of the grant
- the grant funding amount to be awarded
- the terms and conditions of the grant.

There is no appeal mechanism for decisions to approve or not approve a grant.

9. Notification of application outcomes

We will advise you of the outcome of your application in writing by email and/or post. If you are successful, we will advise you of any specific conditions attached to the grant.

If you are unsuccessful, we will give you the option to discuss the outcome.

9.1 Feedback on your application

If you are unsuccessful, you may ask for feedback within 30 days of being advised of the outcome. We will give written feedback within one month of your request.

10. Successful grant applications

10.1 The grant agreement

You must enter into a legally binding grant agreement with the Commonwealth.

Each agreement has general terms and conditions that cannot be changed. Sample grant agreements are available on GrantConnect. We will use a schedule to outline the specific grant requirements.

We must execute a grant agreement with you before we can make any payments. We are not responsible for any of your expenditure until a grant agreement is executed. If you choose to start your grant activities before you have an executed grant agreement, you do so at your own risk. The Commonwealth may recover grant funds if there is a breach of the grant agreement.

Standard Grant Agreement

We will use a standard grant agreement.

You will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth. ('Execute' means both you and the Commonwealth have signed the agreement). During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application.

You may request changes to the grant agreement. However, we will review any required changes to these details to ensure they do not impact the grant as approved by the Program Delegate.

10.2 Specific legislation, policies and industry standards

Whilst you are required to be compliant with all relevant laws and regulations, we will request you demonstrate compliance with the Commonwealth Grants Rules and Guidelines (CGRGs), which can be found at www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-and-guidelines.

10.3 How we pay the grant

The grant agreement will specify the total grant amount to be paid. The grant agreement will also specify the GST component of goods and services (if applicable) purchased using grant funding that will be paid.

We will not exceed the maximum grant amount under any circumstances.

The grant will be paid in instalments upon the milestones being met. Applicable milestones are described in the Activity Schedule contained in the grant agreement.

Milestone payments will be paid in instalments per the following:

| 2021-22FY | 2022-23FY | 2023-24FY | 2024-25FY | Total |
|-----------|-----------|-----------|-----------|--------|
| \$20.2m | \$20.4m | \$16.6m | \$16.9m | \$74.1 |

We will pay each instalment of the grant allocation within 15 business days of the Commonwealth's acceptance of the Grantee's agreed reporting milestones.

10.4 Grants Payments and GST

'Payments will be GST Inclusive'. If you are registered for the [Goods and Services Tax \(GST\)](#), where applicable, we will add GST to your grant payment and issue you with a [Recipient Created Tax Invoice](#).

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#).³ We do not provide advice on your particular taxation circumstances.

11. Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by Section 5.3 of the [CGRGs](#).

12. How we monitor your grant activity

12.1 Keeping us informed

You should let us know if anything is likely to affect your grant activity or organisation. We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your grant, carry on business and pay debts due.

You must also inform us of any changes to your:

- name
- addresses

³ <https://www.ato.gov.au/>

- nominated contact details
- bank account details.

If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately.

You must notify us of events relating to your grant and provide the Minister or their representative the opportunity to potentially attend.

12.2 Reporting

The Grantee, as part of its grant acquittal and reporting requirements for the Program, will be required to provide an annual grant expenditure forecast report, performance reports, audited financial reports and other reports where required. Program objectives and reportable items will be based on an outcomes-focused model, which provides measureable benefits to the community broadcasting sector.

Key Performance Indicators (KPIs) will be established via consultation with the Grantee prior to the commencement of the funding agreement activity. KPIs will be used to benchmark grant activities for the period to assess whether the Grantee has achieved the determined outcomes. The process to establish and record these KPIs for reporting against will be set out in the funding agreement and comprise part of your reporting obligations.

The specifics of funding agreement reports, including due dates, will be outlined in the funding agreement. A brief description of each report is provided below for reference.

Annual grant expenditure forecast report

At the commencement of each financial year, the Grantee must undertake and report on its proposed annual grant expenditure activities. This report must provide projected outputs for the reporting period and include:

- a needs analysis of the community broadcast sector's funding requirements for the financial year including how the proposed grant activities will address the identified needs,
- funding amounts for each proposed grant activity noting the funding agreement will define fund stream amounts,
- description of the type of grant round used to deliver funding, including a high level overview of processes employed such as engaged resources and governance measures.
- risk that may impact the proposed grant activities and risk mitigations.

Performance reports (six and twelve-monthly)

The Department will track the grant activity in an accountable and transparent manner through the grant acquittal and reporting requirements.

A performance report must be provided at six-monthly intervals for each year covered by the funding deed.

- **6 Month Performance Reports** – conducted at the six-monthly point of each financial year. The reporting is limited to high-level acquittal information only. It is designed to provide the Department with a snapshot of the Grantee's performance and highlight any areas of concern. General public release is not required for this report.

- **12 Month Performance Reports** – conducted between each preceding 1 July to 30 June period covered by the funding deed. Detail should include the operation, mechanisms and processes employed by the Grantee to perform the grant activity and its evaluation of the grant activity. This report may be released to the general public and should be drafted accordingly.

Performance reports must report against the projected outputs for the reporting period as set out in the annual grant expenditure forecast report.

Reporting should be outcomes focused, providing measures of how the prospective Grantee has performed against its projected output for the reporting period.

Other reports

Additional reports may be required:

- if there are any significant developments concerning the grant activity;
- if there are any significant delays or difficulties encountered in performing the grant activity in accordance with the funding deed; or
- for any other reason that may be requested by the Government.

12.1 Audited financial acquittal report

We may ask you to provide an independently audited financial acquittal report. A financial acquittal report will verify that you spent the grant in accordance with the grant agreement.

The Department notes not-for-profit organisations are usually exempt from providing financial statements where this information is provided to the Australian Charities and Not-for-profits Commission. It is however a requirement of this funding agreement that financial statements are supplied for the proper governance of the Program, particularly as the primary activity of the Program is the distribution of Commonwealth funds by a third party.

An audited cash flow statement (the Statement) should be prepared in accordance with the Australian Accounting Standards, and must be submitted within 100 business days after the end of each financial year covered by the funding deed.

The Statement must provide assurance that the acquittal of Grant funding, including accounts used in its administration and disbursement are complete and accurate, and audited such that funding was expended for the purpose of the grant activity in accordance with the funding deed.

Additionally, the Statement must also outline any surplus or unspent funds from the year being reported against and detail its carryover application to the next reporting period.

The Statement may be included as a component of the performance reporting requirements set out in the above section.

12.2 Grant agreement variations

We recognise that unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement.

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

12.3 Compliance visits

We may visit you during, or at the completion of, your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

12.4 Record keeping

We may inspect the records you are required to keep under the grant agreement.

12.5 Evaluation

We will evaluate the grant program to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you, or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

13. Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct and is consistent with the CGRGs.

13.1 Enquiries and feedback

The Department of Infrastructure, Transport, Regional Development and Communications on-line [privacy policy](#) applies to complaints about this grant Opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this grant Opportunity should be sent to s22(1)(a)(ii) [@INFRASTRUCTURE.gov.au](mailto:_____@INFRASTRUCTURE.gov.au).

If you do not agree with the way the Department of Infrastructure, Transport, Regional Development and Communications has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Department.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072

Email: ombudsman@ombudsman.gov.au

Website: www.ombudsman.gov.au

13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if the Department of Infrastructure, Transport, Regional Development and Communications staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer or member of an external panel
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or

- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant Opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform the Department of Infrastructure, Transport, Regional Development and Communications in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)](#) of the [Public Service Act 1999](#). Committee members and other officials including the decision maker must also declare any conflicts of interest.

We publish our conflict of interest policy on the Department of Infrastructure, Transport, Regional Development and Communications website www.infrastructure.gov.au.

13.3 Privacy

We 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 of Infrastructure, Transport, Regional Development and Communications would breach an Australian Privacy Principle as defined in the Act.

13.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant application and/or agreement, without our prior written approval.

The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. you clearly identify the information as confidential and explain why we should treat it as confidential
2. the information is commercially sensitive
3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- the committee and other Commonwealth employees and contractors to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary, and
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

13.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant Opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government.

This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail: Freedom of Information Coordinator
Department of Infrastructure, Transport, Regional Development
and Communications
GPO Box 2154
CANBERRA ACT 2601

By email: foi@infrastructure.gov.au

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

14. Glossary

| Term | Definition |
|--|---|
| accountable authority | see subsection 12(2) of the Public Governance, Performance and Accountability Act 2013 |
| administering entity | when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes |
| assessment criteria | are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings. |
| commencement date | the expected start date for the grant activity |
| completion date | the expected date that the grant activity must be completed and the grant spent by |
| date of effect | can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable. |
| decision maker | the person who makes a decision to award a grant |
| eligibility criteria | refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria. |
| Commonwealth entity | a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act |
| Commonwealth Grants Rules and Guidelines (CGRGs) | establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration. |

| Term | Definition |
|------------------------------|---|
| grant | <p>for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:</p> <ol style="list-style-type: none"> a. under which relevant money⁴ or other Consolidated Revenue Fund (CRF) money⁵ is to be paid to a grantee other than the Commonwealth; and b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives. |
| grant activity/activities | refers to the project/tasks/services that the grantee is required to undertake |
| grant agreement | sets out the relationship between the parties to the agreement, and specifies the details of the grant |
| GrantConnect | is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs |
| grant Opportunity | refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process. |
| grant program | a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single [entity] Portfolio Budget Statement Program. |
| grantee | the individual/organisation which has been selected to receive a grant |
| selection criteria | comprise eligibility criteria and assessment criteria. |
| selection process | the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria. |

⁴ Relevant money is defined in the PGPA Act. See section 8, Dictionary.

⁵ Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

| Term | Definition |
|------------------|---|
| value with money | <p>value with money in this document refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations.</p> <p>When administering a grant Opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to:</p> <ul style="list-style-type: none"> • the quality of the project proposal and activities; • fitness for purpose of the proposal in contributing to government objectives; • that the absence of a grant is likely to prevent the grantee and government's outcomes being achieved; and • the potential grantee's relevant experience and performance history. |



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

***Department of Infrastructure, Transport,
Regional Development and
Communications ABN 86 267 354 017***

and

***Community Broadcasting Foundation
ABN 49 008 590 403***

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Infrastructure, Transport, Regional Development, Communications and the Arts

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Grant Agreement for funding for the community broadcast sector

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

Parties to this Agreement

The Grantee

| | |
|---|--|
| Full legal name of Grantee | Community Broadcasting Foundation Limited |
| Legal entity type (e.g. individual, incorporated association, company, partnership etc) | Australian Public Company, Limited by Guarantee |
| Trading or business name | Community Broadcasting Foundation |
| Charity Status | Registered as a charity with the Australian Charities and Non-profits Commission |
| Australian Company Number (ACN) or other entity identifiers | 008 590 403 |
| Australian Business Number (ABN) | 49 008 590 403 |
| Registered for Goods and Services Tax (GST)? | Yes |
| Date from which GST registration was effective? | 1 July 2000 |
| Registered office (physical/postal) | Level 7, 369 Royal Parade, Parkville VIC 3052 |
| Relevant business place (if different) | Same as above |
| Telephone | 03 8341 5900 |
| Fax | 03 8341 5959 |
| Email | s47F |

The Commonwealth

The Commonwealth of Australia represented by the Department of Infrastructure, Transport, Regional Development and Communications
 2 Phillip Law St, 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 Grant funding for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant funding 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 Grant Details;
- (c) the Supplementary Terms from the Clause Bank (if any);
- (d) the Standard Grant Conditions (Schedule 1);
- (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.

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.

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

Grant Details

A. Purpose of the Grant

Program

1. The Grant is being provided as part of the Community Broadcasting Program.
2. The purpose of the Program is to support a diverse, innovative and resilient community broadcasting sector. The expected outcomes of the program will be increased media diversity and social inclusion through investment in the community broadcasting sector. The Program will also aim to enhance opportunities for media training and skills development.

Purpose

3. The Grant will support the achievement of the Program objectives by providing funding for community broadcasting (including radio and television) and their related online activities.

Objectives

4. The Objectives of the Program are to:
 - a. assist community broadcasters to deliver community radio and television services in the support of media diversity and social inclusion and to provide opportunities for media training and skills development; and
 - b. enable the Grantee to carry out the Grantee's role as an independent, non-profit company that acts as the funding agency for the maintenance and development of Australian community broadcasting.
5. The Grantee is committed to helping achieve the Program, through the Grantee's conduct of the Activity and the achievement of the Objectives.

B. Activity

Supplementary glossary

1A. In this Agreement, unless the contrary appears:

- **Activity Budget** means the budget set out at clause 2.1 of this Agreement;
- **Administration Costs** means administration expenditure to deliver activities set out in B.1 of this Agreement;
- **Digital Radio Multiplex Transmitter Licensee** means the holder of a digital radio multiplex transmitter licence as defined in the *Radiocommunications Act 1992* (Cth);
- **Pathways Training** means unaccredited training based on materials developed from accredited training resources and provided by recognised trainers with a view to both developing skills and

competencies and encouraging trainees to engage with accredited training through a better appreciation of its requirements;

- **RPH and Radio for the Print Handicapped** means a community broadcasting radio service whose primary interest is in providing a radio reading service to the community; and
- **RPH Station** means any radio station operating with a community radio licence from the Australian Communications and Media Authority that primarily provides RPH services.

Overview description of the Activity

1. The Activity is to carry on the Grantee's operations and the Grantee's role as an independent administrator of funding for the community broadcasting sector. The Grantee is to promote the effective, efficient and ethical use of Grant funding consistent with the Objectives of the Program and funding purposes described in Item B.2 of the Grant Details. The Grantee will maintain governance and policy and decision-making structures that allow for independent assessment and monitoring of grant applications with recommendations made to the Board of Directors for approval. The Grantee will review operational progress and the financial status of the Activity in accordance with the Milestones, reporting and acquittal requirements established in this Agreement and document decisions as required by clause 29 of the Supplementary Terms.

Description of the Activity regarding particular funds forming part of the Activity

2. The Grantee is to ensure in relation to the Grant amounts received by the Grantee under this Agreement that:

Ethnic Community Broadcasting fund

- a. Grant amounts identified in the Activity Budget as the *Ethnic Community Broadcasting fund* are to be applied to provide financial assistance to community broadcasters to support ethnic community broadcasting, being primarily non-English language programs for the benefit of people of non-English speaking backgrounds, including support for ethnic youth programs, new language groups and new and emerging communities.

First Nations Community Broadcasting fund

- b. Grant amounts identified in the Activity Budget as the *First Nations Community Broadcasting fund* are to be applied to provide financial assistance to community broadcasters to support First Nations community broadcasting, being primarily for the benefit of First Nations people.

Radio Print Handicapped (RPH) Community Broadcasting fund

- c. Grant amounts identified in the Activity Budget as the *RPH Community Broadcasting fund* are to be applied to provide financial assistance to community broadcasters to support Radio for the Print Handicapped community radio broadcasting.

General and Transmission Support fund

- d. Grant amounts identified in the Activity Budget as the *General and Transmission Support fund* are applied to provide financial assistance to community broadcasters to support community broadcasting for the benefit of the general community including but not limited to:
- i. Transmission Support including site access, operating, and infrastructure costs;
 - ii. the national, state and regional development of community broadcasting including support for national associations of community broadcasters;
 - iii. seeding, sustaining and special purpose funding to community broadcasting groups;
 - iv. any funding provided directly to metropolitan community television providers should be for activities associated with the online delivery of services by these entities, consistent with the Government's policy that these providers transition to online service delivery by 30 June 2024.

Australian Music Airplay Project fund

- e. Grant amounts identified in the Activity Budget as the *Australian Music Radio Airplay Project ('Amrap')* are applied to promote contemporary Australian music through the community broadcasting sector.

CBOnline fund

- f. Grant amounts identified in the Activity Budget as *CBOnline* are to fund information and communication technology initiatives and online resources of benefit to the community broadcasting sector. If Grant moneys are applied to commission an audience evaluation survey, the methodology of the survey must be publicly available and meet industry standards.

National Training fund

- g. Grant amounts identified in the Activity Budget as *National Training* are to maintain and develop a national training program that will enable the community broadcasting sector to plan and deliver accredited or Pathways Training in the areas of management skills, broadcasting skills, training skills and broadcast technical skills to community broadcasters. Up to 40% of the National Training fund can be applied to Pathways Training. The bulk of the training places are to be directed to community stations in regional and remote areas. Priority should be given to fund special training needs of Radio for the Print Handicapped, Indigenous and ethnic community broadcasting. In relation to ethnic training, ethnic youth, new and emerging ethnic groups and new language groups will be targeted for training opportunities.

Digital Radio fund

- h. Grant amounts identified as both recurring activities and sector development initiatives in the Activity Budget as *Digital Radio* aim to support the community radio sector's access to digital

radio infrastructure and to support the expansion of services where relevant. The Grant moneys associated with this fund are to be applied to the following activities:

- i. administer funding for Digital Radio to ensure the maintenance and operation of digital radio transmission and content delivery infrastructure for digital community radio broadcasting licensees and to provide national coordination for the payment of digital multiplex transmission access fees. The infrastructure will enable the supply of digital radio services by digital community radio broadcasting licensees to the public;
- ii. on-going management and contract administration of equipment and services on a national basis to support the delivery of digital content and services to the relevant Digital Radio Multiplex Transmitter Licensee;
- iii. planning, including technical planning, liaison and representative functions necessary to ensure the community broadcasting sector's access to digital radio; and
- iv. other activities which are consistent with maintaining Digital Radio, excluding content creation.

Multiplatform Distribution Project fund

- i. Grant amounts identified in the Activity Budget for the *Multiplatform Distribution Project* are to contribute to media diversity and social inclusion by ensuring audiences experience a seamless, personalised digital experience that enables them to readily engage with community media content through the development of a centralised online streaming portal and application.

National Training – Industry Capacity and Skills Development

- j. Grant amounts identified in the Activity Budget for the *National Training – Industry Capacity & Skills Development* are to be applied to contribute to media diversity and social inclusion by assisting the ongoing development of community broadcasting in Australia through enhancing management and small business skills in the sector. Training and training activities will support the capacity, skills and competencies of the community broadcasting sector's workforce and volunteer base to enhance:
 - i. management skills which may include leadership, governance and strategic planning skills; and
 - ii. small business skills and competencies of community broadcasting operators which may include marketing, funds development and income diversification.

Enhanced National Radio News Programming fund

- k. Grant amounts identified in the Activity Budget as the Enhanced National Radio News Programming fund to be applied to expand national radio news services to contribute to media diversity and social inclusion by providing Australians with a respected, valued and well-utilised alternative news service through building capacity for localism in journalistic reporting, particularly in regional and remote communities; and improving the quality and reliability of news content available to the community broadcasting sector through the development of technical or infrastructure capacity for news distribution.

Administration Costs

- i. A reasonable component of the overall Grant funding may be used for Administration Costs to deliver the activities set out in Item B.1 of the Grant Details. This may include operational costs such as employment expenses, board and committee travel, legal, finance, audit and accommodation expenditure. The Administration Costs are to be calculated annually from the operating budget and applied as a percentage of the total annual Grant funding received under this Agreement. The overall Administration Costs for each financial year of the Activity Period must not exceed the applicable cap specified in the Activity Budget unless the Department approves (at its absolute discretion) in writing (on application from the Grantee) a higher cap.

C. Duration of the Grant

Activity Completion Date and Activity End Date

1. The Activity starts on the date of this Agreement.
2. The Activity (other than the provision of any final reports) ends on 30 June 2025 which is the **Activity Completion Date**.
3. The period between the date of this Agreement and the Activity Completion Date is the **Activity Period**.
4. The Agreement ends when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement which is the **Agreement End Date**.

Activity Schedule

5. The **Activity Schedule** below details the milestones for the Activity.

| Milestone number | Due date | Milestone criteria |
|------------------|------------------------------|--|
| 1 | Anticipated in November 2021 | Execution of this Agreement |
| 2 | 31 January 2022 | Provision by the Grantee to the Department of the Six Month Performance Report for the Financial Year 2021-2022. |
| 3 | 1 July 2022 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2022-2023. |
| 4 | 31 October 2022 | Provision by the Grantee of Audited financial statements for the Financial Year 2021-2022. |
| 5 | 31 October 2022 | Provision by the Grantee to the Department of the Four-Year Forecast Report. |

| | | |
|----|------------------|--|
| 6 | 31 January 2023 | Provision by the Grantee to the Department of the Six Month Performance Report for the Financial Year 2022-2023. |
| 7 | 28 February 2023 | Provision by the Grantee to the Department of the 2021-2022 Twelve Month Performance Report. |
| 8 | 1 July 2023 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2023-2024. |
| 9 | 31 October 2023 | Provision by the Grantee of Audited financial statements for the Financial Year 2022-2023. |
| 10 | 31 January 2024 | Provision by the Grantee to the Department of the Six Month Performance Report for 2023-2024. |
| 11 | 28 February 2024 | Provision by the Grantee to the Department of the 2022-2023 Twelve Month Performance Report. |
| 12 | 1 July 2024 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2024-2025. |
| 13 | 31 October 2024 | Provision by the Grantee of Audited financial statements for the 2023-2024 Activity Period. |
| 14 | 31 January 2025 | Provision by the Grantee to the Department of the Six Month Performance Report for 2024-2025. |
| 15 | 28 February 2025 | Provision by the Grantee to the Department of the 2023-2024 Twelve Month Performance Report. |
| 16 | 31 October 2025 | Provision by the Grantee of Audited financial statements for the Financial Year 2024-2025. |
| 17 | 28 February 2026 | Provision by the Grantee to the Department of the 2024-2025 Twelve Month Performance Report. |

D. Payment of the Grant

Total amount of the Grant, GST and nominated bank account

1. The total amount of the Grant is **\$81,456,100** (inclusive of GST) (comprising \$74,051,000 plus \$7,405,100 representing the GST component).

Note: see Item 6 of the Grant Details below for details about indexation.

2. GST is payable on the Grant.
3. Interest can be earned on the Grant, however, the Grantee may only use interest earned on the Grant for any item specified in the Activity Budget or for the Grantee's operational expenses.

4. The Grantee's nominated bank account into which the Grant is to be paid is s47G(1)(a) s47G(1) s47G(1)(a) in the name of 'Community Broadcast Foundation'.

Timing of Grant payments

5. The Grant will be paid in instalments by the Commonwealth subject to:
- completion of the Milestones above which fall due before the anticipated instalment date;
 - acceptance by the Commonwealth that all Milestone criteria in the Activity Schedule relating to the applicable Milestone have been completed, including specified audited financial statements;
 - the Commonwealth providing written notice to the Grantee that it accepts the Annual Grant Expenditure Forecast Report described at Item E.2 of the Grant Details (including certification of compliance by the Grantee that its obligations under this Agreement have been met, including (but not limited to) that payments have been spent or committed to be spent in accordance with the Activity Budget); and
 - that the Grantee has provided to the Commonwealth all other reports required under Item E of the Grant Details.
6. At the date of this Agreement, the projected total Grant amount for the Activity is \$74,051,000 (plus \$7,405,100 GST). The total Grant amount is subject to annual indexation and other minor adjustments each Financial Year, commencing from the Financial Year 2022-23 onwards as determined by the Commonwealth at its absolute discretion. The projected indexed annual funding will fluctuate each Financial Year on the basis of emerging inflation trends in Australia's economy. This will result in an annual increase or decrease in the final allocations. The Department will notify the Grantee following the Federal Budget each year, of the amount of funding that has been allocated to the Program for the forthcoming Financial Year. The projected total Grant amount figure will be paid as follows:

| Payment instalment number | Anticipated instalment date | Associated Milestones | Amount (excluding GST) | GST amount | Total amount (GST inclusive) |
|---------------------------|--|-----------------------|------------------------|-------------|------------------------------|
| 1 | Not exceeding 20 business days from the date of this Agreement | 1 | \$20,149,000 | \$2,014,900 | \$22,163,900 |
| 2 | 31 July 2022 | 2 - 3 | \$20,371,000 | \$2,037,100 | \$22,408,100 |
| 3 | 31 July 2023 | 4 - 8 | \$16,616,000 | \$1,661,600 | \$18,277,600 |
| 4 | 31 July 2024 | 9 - 12 | \$16,915,000 | \$1,691,500 | \$18,606,500 |
| TOTALS | | | \$74,051,000 | \$7,405,100 | \$81,456,100 |

Invoicing

7. Before the Commonwealth can pay a Grant amount to the Grantee, the Grantee must

-
- a. comply with any reporting or other requirements that apply to the payment of the Grant; and
 - b. where the Grantee makes a Taxable Supply under this Agreement, provide the Commonwealth with a correctly rendered tax invoice in accordance with the GST Act.

E. Reporting

1. The Grantee agrees to provide to the Commonwealth reports in the times and in the manner specified in this Item E of the Grant Details (collectively, 'the Reporting Material').
2. In order to allow for the undertaking of funded activities as a result of the grants allocation process described in Item B of the Grant Details and associated acquittal of these activities to the Grantee, the Grantee must provide Reporting Material for a particular financial year during the term of the Agreement (and as detailed in the Activity Schedule at Item C.5 of the Grant Details):
 - a. A Grant Expenditure Forecast Report annually in July for the following 12-months being the upcoming financial year;
 - b. A Six Month Performance Report annually for the period to December in the current financial year;
 - c. Audited Financial Statements annually in October for the previous financial year; and
 - d. A Twelve Month Performance Report annually in February for the previous financial year.

Annual Grant Expenditure Forecast Report

3. The Grantee must provide an Annual Grant Expenditure Forecast Report detailing its proposed annual grant expenditure activities and expenditure associated with this Agreement. This report must provide projected outputs for the reporting period and include:
 - a. a needs analysis of the community broadcast sector's funding requirements for the financial year including how the proposed grant activities will address the identified needs;
 - b. description of the type of grant round used to deliver funding, including a high-level overview of processes employed, including engaged resources and governance measures implemented;
 - c. funding amounts for each proposed grant activity noting the funding agreement will define fund stream amounts; and
 - d. risk that may impact the proposed grant activities and risk mitigations.
4. The Commonwealth will notify the Grantee in writing of the Commonwealth's decision to either accept or reject each Annual Grant Expenditure Forecast Report within 30 business days of the Grantee's submission of the Report to the Commonwealth. If the Commonwealth rejects the Annual Grant Expenditure Forecast Report, the Commonwealth may require the Grantee to make any changes as reasonably required to the Report to correct or address any deficiencies and resubmit it

to the Commonwealth for the Commonwealth's approval within the timeframe notified to the Grantee in writing. The report does not have to be prepared for public information dissemination purposes.

5. For the avoidance of doubt, the Commonwealth's acceptance or rejection of the Annual Grant Expenditure Forecast Report does not constitute an acceptance or rejection of the proposed grant allocations made by the Grantee. These allocations are solely for the Grantee to determine under the terms of this Agreement.

Six Month Performance Reports

6. The Six Month Performance Reports cover the Activity conducted from July to December. The Grantee must provide a statement of receipts and expenditure as part of the Six Month Performance Report to show that payments have been spent or committed to be spent in accordance with the Activity Budget in respect of the Grant amounts. The Statement should also include costs incurred in the delivery of the program activity as defined as Administration Costs in Item B.2 of the Grant Details. The statement must be provided by the Grantee's Chief Executive Officer, Chief Financial Officer or a person authorised by the Grantee to execute documents and legally bind the Grantee by their execution.
7. The Commonwealth will notify the Grantee in writing of the Commonwealth's decision to either accept or reject each Six Month Performance Report within 30 business days of the Grantee's submission of the Report to the Commonwealth. If the Commonwealth rejects the Six Month Performance Report, the Commonwealth may require the Grantee to make any changes as reasonably required to the Report to correct or address any deficiencies and resubmit it to the Commonwealth for the Commonwealth's approval by within the timeframe notified to the Grantee in writing.
8. The Six Month Performance Report must be reflective of activities included in the Annual Grant Expenditure Forecast Report at Item E.3 of the Grant Details.
9. The Grantee must provide each Six Month Performance Report to the Commonwealth by the dates specified in the table at Item C.5 of the Grant Details.

Twelve Month Performance Reports

10. The Twelve Month Performance Report covers the Activity conducted between each preceding 1 July to 30 June period covered by this Agreement. It should include the operation, mechanisms and processes employed by the Grantee to perform the grant activity and its evaluation of the grant activity. Each Twelve Month Performance Report must be a stand-alone document that can be used for public information dissemination purposes.
11. The Report should be outcomes focused, providing measures of how the Grantee has performed against its projected output for the reporting period as detailed in Item B.2 of the Grant Details.
12. The Commonwealth will notify the Grantee in writing of the Commonwealth's decision to either accept or reject each Twelve Month Performance Report within 30 business days of the Grantee's submission of the Report to the Commonwealth. If the Commonwealth rejects the Twelve Month

Performance Report, the Commonwealth may require the Grantee to make any changes as reasonably required to the Report to correct or address any deficiencies and resubmit it to the Commonwealth for the Commonwealth's approval within the timeframe notified to the Grantee in writing.

13. The Grantee must provide each Twelve Month Performance Report to the Commonwealth by the dates specified in the Activity Schedule table at Item C.5 of the Grant Details.

Activity to be reported against in the Twelve Month Performance Report

14. With regard to the forecast Activities outlined in the Annual Grant Expenditure Forecast Report, the matters to be reported in each Twelve Month Performance Report must include:

- a. Overall sector performance concerning:
 - i. audience listening data: weekly community radio audience size, average time spent listening and percentage of listeners who consider community radio to be valuable to the Australian community;
 - ii. percentage of local community broadcasting content produced: total, metropolitan, regional and remote;
 - iii. number of grants and total funds (using Grant moneys) allocated compared to the number of grant applications received and the amount requested, broken down into separate grant programs;
 - iv. the number of community broadcasting stations and related online entities, program groups and other organisations that were supported during the Activity Period broken down into separate grant programs, and specifying the community broadcasting stations' community of interest; and
 - v. the percentage of the Grant amounts (excluding Digital Radio funding) expended in metropolitan, regional and remote areas; and to national organisations; broken down into separate funding categories;
- b. administrative measures and controls including:
 - i. the ratio of the Grantee's administrative to program costs, and overall Administration Costs expenditure as set out in Item B.2 of the Grant Details;
 - ii. the timeliness and adequacy of acquittals provided by the organisations in receipt of financial assistance provided by the Grantee;
 - iii. any changes to the Grantee's Conflict of Interest Policy (required under clause 30 of the Supplementary Terms); and
 - iv. any changes to the Grantee's Fraud control strategy (required under clause 13 of the Supplementary Terms);

Recurring Activities

Ethnic Community Broadcasting fund

- c. in relation to the amount allocated from the *Ethnic Community Broadcasting fund* and specified in the Activity Budget, the Grantee must report against the following performance information:
 - i. sector coordination including amount and description of what this funding is applied to (i.e. activities undertaken or resources supplied to the sector) and its significance to media diversity and social inclusion for the ethnic and multicultural broadcasting community;
 - ii. the amount of funding and number of stations supported which provides ethnic language and multicultural programming and how the funding contributes to media diversity and social inclusion via the operational support provided to these stations; and
 - iii. the distinct ethnic communities and languages supported, identifying any new languages and communities not supported in the previous year, identifying new and emerging communities;

First Nations Community Broadcasting fund

- d. in relation to the amount allocated from the *First Nations Community Broadcasting fund* and specified in the Activity Budget, the Grantee must report against the following performance information:
 - i. any support for First Nations sector coordination or development of First Nations community broadcasting including amount and description of what this funding is applied to (i.e. activities undertaken or resources supplied to the sector) for national or regional Indigenous community broadcasting, and its significance to media diversity and social inclusion for the Indigenous community broadcasting;
 - ii. the number of program hours serving a defined local First Nations community supported with programming assistance; and
 - iii. the amount of funding assistance provided to Indigenous programs to support media diversity and social inclusion;

Radio for the Print Handicapped (RPH) fund

- e. in relation to the amount allocated from the *RPH fund* and specified in the Activity Budget, the Grantee must report against the following performance information:
 - i. sector coordination including amount and description of what this funding is applied to (i.e. activities undertaken or resources supplied to the sector) and its significance to media diversity and social inclusion for the RPH community; and

- ii. the amount of funding and number of stations supported which provides specialty programming and how the funding contributes to media diversity and social inclusion via the operational support provided to these stations;

General and Transmission Support fund

- f. in relation to the amount allocated from *General and Transmission Support fund* and specified in the Activity Budget, the Grantee must report against the following performance information:
 - i. the amount of funding provided for sector coordination to support the development of the community broadcasting sector's capability and viability, and what the funding is applied to (i.e. activities undertaken or resources supplied to the sector) and its significance to community broadcasting sector; and
 - ii. a summary analysis of the support provided for general and transmission support including infrastructure and operational costs;

Australian Music Radio Airplay Project ('Amrap')

- g. in relation to the amount allocated for *Amrap* and specified in the Activity Budget, the Grantee must detail what this funding is applied to (i.e. activities or resources supplied to the sector) and its significance to the community broadcasting sector;

CBOnline

- h. in relation to the amount allocated for CBOnline and specified in the Activity Budget, the Grantee must detail what this funding is applied to (i.e. activities or resources supplied to the sector) and its significance to the community broadcasting sector;

National Training

- i. in relation to the Grant amount allocated for *National Training* and specified in the Activity Budget, the Grantee must detail:
 - i. what this funding is applied to (i.e. activities or resources supplied to the sector) and its significance to the community broadcasting sector; and
 - ii. number of training places created and number of stations supported by National Training, and the number of stations supported in regional and remote areas;

Digital Radio Fund

- j. in relation to the amount allocated for *Digital Radio* and specified in the Activity Budget, the Grantee must report against the following performance information:
 - i. a summary report of Digital Radio activities conducted over the period highlighting any issues affecting project goals and timeframes;

- ii. a summary analysis describing every community digital radio service in operation, by station and location, nature of data services provided, and number of hours of unique content produced and broadcast;

Sector Development Initiatives

Multiplatform Distribution Project

- k. in relation to the amount allocated to the *Multiplatform Distribution Project* in the Activity Budget, to enhance the community broadcasters' online presence the Grantee must detail against the following performance information:
 - i. what this funding is applied to (i.e. activities or resources supplied to the sector) to develop an online portal and application;
 - ii. the significance to the community broadcasting sector; and
 - iii. summary analysis, including the number, of community radio stations accessing the central online streaming portal and the application;

National Training for Industry capacity and skills development

- l. in relation to the amount allocated to the *National Training for Industry Capacity & Skills Development* specified in the Activity Budget, the Grantee must detail what the funding is applied to (i.e. activities or resources supplied to the sector) for management and/or small business skills training to staff and volunteers and its significance to the community broadcasting sector;

Enhanced National Radio News Programming

- m. in relation to the amount allocated to *Enhance National Radio News Programming* as specified in Activity Budget, the Grantee must report against the following performance information:
 - i. a description of what this funding is applied to (i.e. activities undertaken or resources supplied to the sector) and its significance to media diversity and social inclusion;
 - ii. the number and diversity of news items contributed to the national news service/s from each state per month; and
 - iii. the number and diversity of community radio stations (by station and location) that broadcast the national news service(s) supported.

Four Year Forecast Report

- 15. The Four Year Forecast Report will provide:

- a. analysis and evaluation of the activities specified in the Activity Budget as sector development initiatives , including any evidence, strategic context and advice to assist the Commonwealth with consideration for the continuation or variation of the initiatives;
- b. analysis of the activities identified in the Activity Budget as Digital Radio, describing the outcomes achieved and evaluating the sustainability of the business model under the proposed Digital Radio funding from Financial Year 2023-24 and beyond;
- c. description of any relevant outcomes and efficiency improvements following the Grantee's expected review of its structure and governance review; and
- d. the Grantee's vision for the Financial Years 2023-24 to 2026-27 which may include any proposed variation to the Activity Budget.

Other Reporting Requirements

16. In addition to the report on committed Grant amounts under clause 10 of the Commonwealth Standard Grant Conditions, in which the Grantee must report on the committed but unexpended Grant amounts as at 30 June 2025, the final Performance Report must include the amount of such Grant amounts that have been expended between the end of the final Activity Period to the time that the final Performance Report is provided to the Commonwealth as specified in Item C.5 of the Grant Details.
17. The Grantee must also include in each Performance Report a discussion of any other matters, relating to the evaluation of the Activity, which the Commonwealth notifies that the Grantee is required to be included in the Performance Report. Any such requirement will be notified to the Grantee at least 20 business days before the applicable Twelve Month Performance Report is due.

Independently Audited Financial Acquittal Report and accompanying certificate

18. The Grantee must provide independently audited financial acquittal reports in accordance with clause 10 of the Commonwealth Standard Grant Conditions.
19. The independently audited financial acquittal reports under clause 10 of the Commonwealth Standard Grant Conditions must be accompanied by a certification that:
 - a. all Grant amounts, Other Contributions and Grantee Contributions received were spent for the purpose of the Activity (or will be fully expended in the near future) and in accordance with this Agreement, and that the Grantee has complied with this Agreement;
 - b. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;
 - c. unless the Activity Completion Date has expired or the Agreement has been terminated, the unspent portion of the Grant (if any) will be made available for use within the next reporting period;

- d. the financial information is presented in accordance with any other financial reporting requirements the Commonwealth may notify to the Grantee;
- e. where an Asset has been created or acquired with the Grant, that clause 16.1.(c) of the Commonwealth Standard Grant Conditions and clause 5.5 of the Supplementary Terms have been complied with in respect to the Asset; and
- f. at the time the independently audited financial acquittal report is provided to the Commonwealth, the Grantee is able to pay all its debts as and when they fall due and the Grantee has sufficient resources to discharge all of the Grantee's debts at the end of the current Financial Year.
20. The certification referred to in the clause above must be provided by the Grantee's Chairperson, Chief Executive Officer, Chief Financial Officer or a person authorised by the Grantee to execute documents and legally bind the Grantee by their execution. Satisfactory evidence of the authorisation is to be provided to the Commonwealth before certification if notified by the Commonwealth.

Other Reports

21. The Grantee must provide the following additional reports at the following times:
- any significant developments concerning the Activity - as soon as practicable after the development is known to the Grantee;
 - any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement - as soon as practicable after the likelihood of the delay or difficulty becomes known to the Grantee; and
 - such other ad hoc reports as the Commonwealth may reasonably request from time to time - within the time frame set by the Commonwealth in relation to that request.
22. If the Commonwealth agrees to the carry-over of Grant amounts under clause 11.1 of the Commonwealth Standard Grant Conditions, as soon as practicable after all the Grant amounts carried over have been spent, and no later than a date specified by the Commonwealth, the Grantee must supply the Commonwealth with an audited statement certified by an approved auditor as described at clause 10.3 of the Commonwealth Standard Grant Conditions.
23. The Grantee must participate in program evaluation activities nominated by the Commonwealth, including provision of program information through answering questionnaires.

F. Party representatives and address for notices

Grantee's representative and address

| | |
|--------------------------|---|
| Name | Ms Jo Curtin |
| Position | Chief Executive Officer |
| Postal/physical address | Level 7, 369 Royal Parade, Parkville VIC 3052 |
| Business hours telephone | 03 8341 5900 |

| | |
|---------------------|------|
| Mobile | s47F |
| E-mail | s47F |
| Alternative contact | s47F |

Commonwealth representative and address

| | |
|--------------------------|--|
| Name | Mr Adam Carlon |
| Position | Assistant Secretary, Media Industry and Sustainability Branch |
| Postal/physical address | 2 Phillip Law Street, Canberra ACT 2601 |
| Business hours telephone | 02 6271 s22(1) () (ii) |
| E-mail | adam.carlon@infrastructure.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. Activity Material

Not applicable

H. Further Insurances

Not applicable

I. Confidential Information

Not applicable

Supplementary Terms

1. Other Contributions

Not Applicable

2. Activity Budget

2.1 The total Grant is subject to annual indexation and other minor adjustments as determined each Financial Year commencing from the Financial Year 2021-22 onwards as determined by the Commonwealth at its absolute discretion. The projected indexed Grant amounts provided to the Grantee by the Commonwealth in accordance with this Agreement may only be used as outlined in the Activity Budget specified in the following table.

| Expenditure Item | 2021–2022 Budgeted amount (GST excl.) | 2022–2023 Budgeted amount (GST excl.) | 2023–2024 Budgeted amount (GST excl.) | 2024–2025 Budgeted amount (GST excl.) |
|--|--|--|--|--|
| Recurring Activities | | | | |
| Ethnic Community Broadcasting fund | 4,134,256 | 4,179,807 | 4,252,421 | 4,328,942 |
| First Nations Community Broadcasting fund | 1,257,594 | 1,271,451 | 1,293,539 | 1,316,816 |
| RPH Community Broadcasting fund | 1,345,557 | 1,360,382 | 1,384,015 | 1,408,920 |
| General and Transmission support fund | 5,060,614 | 5,116,373 | 5,205,255 | 5,298,923 |
| Australian Music Radio Airplay Project (Amrap) | 622,613 | 629,472 | 640,408 | 651,932 |
| CBOonline | 640,480 | 647,537 | 658,786 | 670,639 |
| National Training | 683,088 | 690,614 | 702,612 | 715,255 |
| Digital Radio | 2,388,285 | 2,436,634 | 2,478,964 | 2,523,573 |
| Sector Development Initiatives | | | | |
| Digital Radio | 2,000,000 | 2,000,000 | - | - |
| Multiplatform Distribution Project | 604,954 | 611,619 | - | - |
| National Training - Industry capacity & Skills development | 604,954 | 611,619 | - | - |
| Enhanced National Radio News Programming fund | 806,605 | 815,492 | - | - |
| Grand Total | \$20,149,000 | \$20,371,000 | \$16,616,000 | \$16,915,000 |

- a. In accordance with Item B.1(l) of the Grant Details, Administration Costs may be drawn from the expenditure items listed above in item 2.1 for each financial year at the Grantee's discretion and must not exceed the following caps (representing the percentage of the Budgeted amount in the table above for the respective financial year):

| | 2021–2022 % | 2022–2023 % | 2023–2024 % | 2024–2025 % |
|--------------------------|----------------|----------------|----------------|----------------|
| Administrative Costs Cap | 10 | 10 | 13 | 13 |

3. Intellectual property in Activity Material

- 3.1 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.
- 3.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.
- 3.3 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material (in accordance with clause 3.2 above) will not infringe any third party's Intellectual Property Rights.
- 3.4 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. Intellectual property – research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

- 4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:
 - a. access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and
 - b. permission to inspect and take copies of any Material relevant to the Activity.
- 4.2 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 4.1.
- 4.3 This clause 4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and Assets

- 5.1 In this Agreement:

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, excluding Activity Material.

- 5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$5,000 (including GST) or more, apart from those listed in the Activity Budget.
- 5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired in whole or in part using the Grant.
- 5.4 For the term of the Agreement, in relation to any Asset, the Grantee agrees to:
 - a. use the Asset solely for the purposes of the Activity;
 - b. not encumber, grant a security interest over or dispose of the Asset without the Commonwealth's prior written approval;
 - c. hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;
 - d. maintain the Asset in good working order;
 - e. ensure the Asset is properly insured for its full replacement value; and
 - f. obtain and maintain all required registrations and licences for the Asset.
- 5.5 The Grantee agrees to maintain a register of all Assets with a value of \$5,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

| Item No. | Description | Grant Contributions | Other Contributions - Grantee | Other Contributions – Third Parties | Total Cost | Date of acquisition | Is the Asset owned or leased? | Date disposed of | Proceeds of any sale or disposal | Undepriciated value of asset |
|--------------|--|---|--|--|--|---------------------|-------------------------------|------------------|----------------------------------|------------------------------|
| [insert ref] | [insert description of the equipment or asset] | [insert amount of Grant contributed to this item] | [insert amount of Grantees own funds contributed to this item] | [insert amount of other sources of funding contributed to this item] | [insert total amount cost of the item] | | | | | |

- 5.6 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.
- 5.7 If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause 5 continues to apply to the reinstated Asset.
- 5.8 On the expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.
- 5.9 The Activity may involve providing grants to an organisation for the purchase of Assets, such as in-station based equipment as a result of the grants allocation process described in Item B of the Grant Details. The \$5,000 limit in clause 5.3 above does not apply in this instance and where this occurs, the Grantee must transfer ownership of those Assets to that organisation. The Grantee must also ensure that the organisation provides an undertaking to the Grantee that:
 - a. the Assets transferred will not be sold or otherwise disposed of, or pledged, mortgaged or encumbered as security for any loan or obligation, for a period of 5 years from the date of transfer without the Grantee's written agreement; and

Released under the Freedom of Information Act 1 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

- b. the Assets are insured against any loss or damage for its full replacement cost for a continuous period of 5 years from the date of transfer.

6. Specified Personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills

Not Applicable

8. Vulnerable Persons

Not Applicable

9. Child safety

Not Applicable

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

- 11.1 This Agreement is governed by the law of the Australian Capital Territory.

12. Grantee trustee of Trust

Not Applicable

13. Fraud

- 13.1 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.
- 13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.
- 13.3 Within 1 month after the Activity's start date, the Grantee must in relation to the Activity:
- a. ensure a Fraud risk assessment exists; and
 - b. be able to make available to the Commonwealth a Fraud control strategy, that complies with the Commonwealth Fraud Control Framework available at www.ag.gov.au and provide copies of the risk assessment and the strategy to the Commonwealth.
- 13.4 The risk assessment and strategy must:
- a. cover the entire Activity, including any aspect being undertaken by any subcontractor or other person or under any other arrangement established by the Grantee relating to the Activity; and

- b. contain appropriate fraud prevention, detection, investigation, reporting and audit processes and procedures.
- 13.5 If the Grantee becomes aware of a Fraud in relation to the performance of the Activity or any other Fraud that has had or may have an effect on the performance of the Activity, it must:
- a. as soon as practicable:
 - i. notify the Commonwealth; and
 - ii. report the Fraud to all appropriate law enforcement and regulatory agencies.
 - b. within 5 business days, and every 5 business days thereafter until otherwise notified by the Commonwealth, provide a written report on the incident to the Commonwealth.
- 13.6 The written reports referred to in clause 13.5 must include all relevant information in relation to the Fraud, including:
- a. the name of the Activity;
 - b. the nature of the Fraud;
 - c. name of any personnel or subcontractors involved;
 - d. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - e. copies of relevant documents;
 - f. a nominated contact officer;
 - g. any other relevant information (for example, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
 - h. the current status of any inquiries commenced by the Grantee.
- 13.7 If the Grantee becomes aware of a Fraud referred to in clause 13.5, the Grantee must, at its own cost and in consultation with the Commonwealth, investigate the Fraud based on the principles set out in the Australian Government Investigations Standards available at www.ag.gov.au and in accordance with any directions or standards required by the Commonwealth.
- 13.8 Whether the Grantee conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by the Commonwealth.
- 13.9 The Grantee must at its own expense provide all reasonable assistance with any investigation being conducted pursuant to this clause.
- 13.10 After the investigation is finished, if a suspected offender has been identified or at the direction of the Commonwealth, the Grantee must promptly report the Fraud to the appropriate law enforcement agency.
- 13.11 The Commonwealth reserves the right to:
- a. appoint its own investigator to investigate;
 - b. require the Grantee to replace an investigator appointed by the Grantee under clause 13.7 with a person nominated by the Commonwealth;

- c. conduct its own investigation of; or
- d. report to any law enforcement agency or any other person or entity the Commonwealth deems appropriate any Fraud in relation to the Activity.

- 13.12 The Grantee acknowledges that the Commonwealth may share information relating to a Fraud with other Commonwealth and State agencies.
- 13.13 If any Fraud is found to have taken place in relation to the Activity, the Grantee, in consultation with the Commonwealth, must take all action necessary to recover, replace or return to the Commonwealth any misappropriated funds or property (including paying to the Commonwealth the full value of misappropriated funds and returning or replacing misappropriated or damaged property).
- 13.14 If the Grantee considers that all reasonable action has been taken to recover the funds or the property and recovery has not been achieved or recovery has only been achieved in part, the Grantee may seek approval from the Commonwealth that no further recovery action be taken.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

- 15.1 In this Agreement: **Illegal or Corrupt Practice** means directly or indirectly:
- a. making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
 - b. receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.
- 15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
- 15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
- a. engage in an Illegal or Corrupt Practice; or
 - b. engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).
- 15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

16. Step-in rights

Not Applicable

17. Grant Administrator

Not Applicable

18. Management Adviser

Not Applicable

19. Indemnities

- 19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.
- 19.2 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.

20. Compliance with Legislation and policies

- 20.1 For the purposes of this clause 20, **Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
- 20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
- 20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).
- 20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:
- a. *Workplace Gender Equality Act 2012*;
 - 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*; and
 - l. Lobbying Code of Conduct (a copy of which is available at <https://lobbyists.ag.gov.au/register>).

21. Work health and safety

- 21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
- 21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause 21.1 above.

- 21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

- 22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).
- 22.2 The assistance to be provided under clause 22.1 may include, among other things:
- a. making available to the Commonwealth or any Successor information relevant to the performance of the Activity;
 - b. allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;
 - c. providing a briefing to the Commonwealth or any Successor personnel on the Activity;
 - d. transferring to the Commonwealth or any Successor:
 - i. Activity Material specified in the Grant Details; and
 - ii. Assets purchased with the Grant; and
 - iii. Records maintained under clause 12.1 of the Commonwealth Standard Grant Conditions;
 - e. facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;
 - f. assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;
 - g. preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and
 - h. any other matter specified in the Grant Details.
- 22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20 of the Commonwealth Standard Grant Conditions.

23. Corporate governance

- 23.1 In this Agreement:

Constitution means (depending on the context):

- a. a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;
- b. in relation to any other kind of body:
- c. the body's charter or memorandum; or
- d. any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

- 23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.
- 23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.
- 23.4 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:
- a. the person is an undischarged bankrupt;
 - b. there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
 - c. the person has suffered final judgment for a debt and the judgment has not been satisfied;
 - d. subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
 - e. that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);
 - f. the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - g. the person's conviction for the offence has been quashed;
 - h. that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or
 - i. the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the relevant legislation.
- 23.5 Not used.
- 23.6 If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.
- 23.7 If one of the events specified in clause 23.5 or 23.6 above occurs, and without limiting clause 19 of the Commonwealth Standard Grant Conditions, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 of the Commonwealth Standard Grant Conditions or suspend the Agreement in accordance with clause 19.2 of the Commonwealth Standard Grant Conditions as though the event constituted a failure by the Grantee to comply with this Agreement.

23A. Incorporation requirement

Not Applicable

24. Counterparts

- 24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of surplus and uncommitted funds

- 27.1 In this Agreement:

Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth either through previous grant agreements or from one reporting period to another within the Activity Period of this Agreement relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under this Agreement and previous grant agreements.

- 27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.
- 27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.
- 27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.
- 27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.
- 27.6 This clause survives the termination or expiry of the Agreement.

28. Secret and Sacred Indigenous Material

Not Applicable

29. Records of evaluations

- 29.1 The Grantee must create and maintain full and accurate records of the Grantee's board of directors, evaluations and decision-making processes and methodology sufficient to ensure that the Grantee can demonstrate that due process was followed consistently by all decision makers.
- 29.3 All such records of the Grantee's board of directors, evaluations and decision-making processes must indicate any disclosures of conflict of interest and the means by which they were dealt with.

-
- 29.3 All such records of the Grantee's board of directors, evaluations and decision-making processes must be maintained in accordance with the requirements of this Agreement including clause 12 of the Commonwealth Standard Grant Conditions.

30. Requirement to maintain a Conflict of Interest Policy

- 30.1 Complementing the Grantee's obligations under clause 7 of the Commonwealth Standard Grant Conditions, the Grantee must maintain a Conflict of Interest Policy that ensures that:
- a. all the Grantee's board of directors, advisory committee members and staff provide a conflict of interest declaration, developed by the Grantee for these individuals, which clearly and fully discloses any existing Conflict or any Conflict that is likely to arise in the performance of their duties; and
 - b. the Grantee's board of directors, advisory committee members and staff must immediately update their declaration to report any Conflict that arises during the duration of this Agreement.

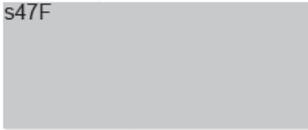
Signatures

Executed as an agreement:

Commonwealth:

| | |
|---|--|
| 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: Adam Carlon Position: Assistant Secretary, Media Industry and Sustainability Signature and date: | s22(1)(a)(ii)  8/11/2021 |
| Witness Name: Signature and date: | s22(1)(a)(ii)  s22(1)(a)(ii)  8/11/2021 |

Grantee:

| | |
|--|---|
| Name of Company: | Community Broadcasting Foundation Limited ACN 008 590 403 |
| Director's Name: (print) | s47F  |
| Signature and date: | s47F  8 November 2021 |
| Director/Company Secretary Name: (print) | Jo Curtin |
| Signature and date: | s47F  8 November 2021 |

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

- 1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
 - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

- 2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
- (a) the Grantee has not complied with this Agreement;
 - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
 - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4 The Commonwealth will only pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.
- 2.5 The Grantee agrees to hold the Grant in an account:
- (a) in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia;
 - (b) that is established solely for the purpose of the Activity; and
 - (c) that is separate from the Grantee's other operational accounts.

3. Acknowledgements

- 3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

- 4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

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4.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

4.5 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 8.

5. 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.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 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.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

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

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

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9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee agrees to provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; 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.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

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- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

14.2 In carrying out the Activity, the Grantee agrees not to send any Personal Information outside Australia without the Commonwealth's prior written approval. The Commonwealth may impose any conditions it considers appropriate when giving its approval.

15. Confidentiality

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

15.2 Confidential information includes (but is not limited to) information listed at Item I of the Grant Details.

15.3 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

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17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

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19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of 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 reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, 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 and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

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

- (a) subject to the Grantee's compliance with this Agreement; and

Commonwealth Standard Grant Conditions

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(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- (a) clause 10 (Spending the Grant);
- (b) clause 11 (Repayment);
- (c) clause 12 (Record keeping);
- (d) clause 13 (Reporting);
- (e) clause 14 (Privacy);
- (f) clause 15 (Confidentiality);
- (g) clause 16 (Insurance);
- (h) clause 17 (Intellectual property);
- (i) clause 19 (Reduction, Suspension and Termination);
- (j) clause 21 (Survival);
- (k) clause 22 Definitions;
- (l) supplementary clause 27; and
- (m) any other clause which expressly or by implication from its nature is meant to survive.

Commonwealth Standard Grant Conditions

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22. Definitions

In this Agreement, unless the contrary appears:

1. **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
2. **Activity Completion Date** means the date or event specified in the Grant Details.
3. **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.
4. **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
5. **Agreement End Date** means the date or event specified in the Grant Details.
6. **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
7. **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
8. **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.
9. **Commonwealth Purposes** includes the following:
 - (a) the Commonwealth verifying and assessing grant proposals, including a grant application;
 - (b) the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - (c) the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - (d) the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 - (e) but in all cases:
 - a. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
10. **Commonwealth Standard Grant Conditions** means this document.
11. **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
12. **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity 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.
13. **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
14. **Grant Details** means the document titled Grant Details that forms part of this Agreement.
15. **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*).
16. **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.
17. **Party** means the Grantee or the Commonwealth.
18. **Personal Information** has the same meaning as in the *Privacy Act 1988*.
19. **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
20. **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.



Australian Government

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

Ms Jo Curtin
Chief Executive Officer
Community Broadcasting Foundation
Level 7, 369 Royal Parade
PARKVILLE VIC 3052

Dear Jo

Community Broadcasting Program – Funding Agreement Letter Deed

We write in relation to the grant funding agreement between Community Broadcasting Foundation Limited (CBF) and the Commonwealth on 8 November 2021 (the 'Funding Agreement') under the Community Broadcasting Program (the 'Grant'), and give notice of the revised annual grant funding for FY 2023-24 (as adjusted for indexation at the 2023 Budget) and FY 24-25 (subject to future indexation) and a proposal to vary the Funding Agreement.

Notice of Grant Funding for 2023-24 and 2024-25

Clause 2.1 of the Funding Agreement for the Community Broadcasting Program specifies that from FY 2022-23 the projected indexed annual funding is subject to fluctuation on the basis of emerging inflation trends in the Australian economy .

By this letter, and pursuant to item D (paragraph 6) of the Grant Details in the Funding Agreement, the Department gives notice that the Federal Budget 2023 provides a \$21,893,000 (GST exclusive) allocation including an additional \$55,000 in indexation since October 2022 Budget to the Community Broadcasting Program for the FY 2023-24. In accordance with the Funding Agreement, CBF must only grant funding for the purposes of performing the Activity and in accordance with the budget, any the transfer of funds between Budget items requires prior written approval by the Department.

Proposed variations to the Funding Agreement

The Commonwealth proposes to vary the terms of the Funding Agreement with effect from 1 July 2023 to recognise the indexation applied and its impact, and to make several streamlining changes and minor consequential changes. The Schedule to this Letter Deed shows the proposed amendments to the Agreement.

Funding for 2023-2024 and 2024-2025

The Schedule provides \$21,893,000 for FY 2023-2024 and \$22,587,000 for FY 2024-2025 with notice of application of indexation to follow after the Federal Budget 2024. This includes the additional

\$4 million further to Budget October 2022 being applied against the Sector Development Initiatives, for which funding had otherwise terminated. As discussed, additional administered funding further to the October 2022 Budget has been added to the General Transmission and Support Fund. Other indexation since the signing of the agreement in 2021 has been proportionally distributed across grant streams excluding the Sector Development Initiatives. We note the consistent unmet demand for funding under these streams.

Reporting changes

The Schedule also removes the requirement for Six Month Performance Reports for FY 2023-2024 and FY 2024-2025. As discussed, this is to reduce the reporting burden across the year while ensuring the Department has sufficient oversight of the CBP. The three other annual milestones remain in place: the Twelve Month Performance Report, the Annual Grant Expenditure Forecast Report and the Audited Financial Statements. As we move towards consideration of a new Funding Agreement further to the finalisation of the Community Broadcasting Program Evaluation and Review and Roadmap2033, we look forward to working with you to ensure reporting requirements are aligned with changes to the program. We also note your investment in your evaluation framework and we will work with you to align reporting as this evolves.

Community television clause

As discussed, we're happy to support the request to remove the clause that prevents the CBP General and Transmission Funds supporting any activities not associated with online delivery of these services [clause B 2d(iv)] to align with the shift in policy announced by Minister Rowland to support community television's continued access to terrestrial broadcast spectrum. This is formalised at Schedule 1.

We will work with you to ensure that the CBP isn't seen to be overly investing in terrestrial transmission funding, while there is still an expectation that community TV transitions to online delivery when an alternative use for the spectrum has been decided. This should be a factor in any community television grant applications that have a significant transmission focus. We ask that you communicate with us about the extent to which this is an issue and how CBF approaches it in future grant rounds. As per my previous email, we are not introducing a prescriptive clause to restrict terrestrial transmission funding but we do expect that you will proactively raise any potential investment in terrestrial transmission with us. Ongoing discussions will also provide an opportunity for us to communicate any updates in government policy that can help inform the CBF Board's deliberations on those grants.

We confirm that other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement and the additional terms applicable to the Letter Deed, please arrange for execution and return a scanned full copy of this document to the address below by **19 June 2023**, otherwise this offer will lapse.

Please email a scanned copy of the signed document to:

Adam Carlon, Assistant Secretary, Media Industry and Sustainability
 Department of Infrastructure, Transport, Regional Development, Communications and the Arts
Adam.Carlon@infrastructure.gov.au

Acceptance of the four-year forecast report

Thank you for providing the four-year forecast report and appendices. We have reviewed the report and appendices – thank you for your efforts in responding to each part as required under the Agreement. I confirm acceptance of the four-year forecast report noting that the team will be in contact with some clarifying questions with respect to training.

Future engagement on the Funding Agreement

We look forward to working with you on further changes to the Funding Agreement after Roadmap2033 and the Community Broadcasting Program Evaluation and Review are complete later in 2023, to best support the future direction of the sector and respond to evaluation findings.

If you have any questions, please contact s22(1)(a)(ii) Assistant Director, Media Programs on 02 6271 s22(1)(a) or s22(1)(a)(ii) @infrastructure.gov.au.

Yours sincerely

s22(1)(a)(ii)

Adam Carlon

Assistant Secretary, Media Industry and
Sustainability Branch

Online Safety, Media and Platforms Division

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

09/06/2023

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

Signatures

Executed as a deed:

The Commonwealth of Australia and the Community Broadcasting Foundation Limited (the 'Grantee') agrees to vary the Agreement as outlined in this Letter Deed and the attached Schedule.

Grantee:

| | |
|--|-----------------|
| Signed, sealed and delivered by the Community Broadcasting Foundation Limited ACN 008 590 406] in accordance with section 127 of the Corporations Act 2001 | |
| Director's Name: s47F [REDACTED] (print) Signature and date: 26 June 2023 | s47F [REDACTED] |
| Director's/Secretary's Name: s47F [REDACTED] (print) Signature and date: 30 JUNE 2023 | s47F [REDACTED] |

Commonwealth:

| | |
|--|--------------------------|
| Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts | |
| Name: ADAM CARLON (print) Position: ASSISTANT SECRETARY (print) Signature and date: [REDACTED] 3/7/23 | s22(1)(a)(ii) [REDACTED] |
| Witness Name: [REDACTED] (print) Signature and date: [REDACTED] 3/7/23 | s22(1)(a)(ii) [REDACTED] |

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Schedule

1. Amendments

The Funding Agreement is amended as follows:

1.1 Omit the table under the heading 'Activity Schedule' (in the Grant Details of the Funding Agreement) and replace with the following table:

| Milestone number | Due date | Milestone criteria |
|------------------|------------------------------|--|
| 1 | Anticipated in November 2021 | Execution of this Agreement |
| 2 | 31 January 2022 | Provision by the Grantee to the Department of the Six Month Performance Report for the Financial Year 2021-2022. |
| 3 | 1 July 2022 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2022-2023. |
| 4 | 31 October 2022 | Provision by the Grantee of Audited financial statements for the Financial Year 2021-2022. |
| 5 | 31 October 2022 | Provision by the Grantee to the Department of the Four-Year Forecast Report. |
| 6 | 28 February 2023 | Provision by the Grantee to the Department of the 2021-2022 Twelve Month Performance Report. |
| 7 | 1 July 2023 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2023-2024. |
| 8 | 31 October 2023 | Provision by the Grantee of Audited financial statements for the Financial Year 2022-2023. |
| 9 | 28 February 2024 | Provision by the Grantee to the Department of the 2022-2023 Twelve Month Performance Report. |
| 10 | 1 July 2024 | Provision by the Grantee to the Department of the Annual Grant Expenditure Forecast Report for the Financial Year 2024-2025. |
| 11 | 31 October 2024 | Provision by the Grantee of Audited financial statements for the 2023-2024 Activity Period. |
| 12 | 28 February 2025 | Provision by the Grantee to the Department of the 2023-2024 Twelve Month Performance Report. |
| 13 | 31 October 2025 | Provision by the Grantee of Audited financial statements for the Financial Year 2024-2025. |
| 14 | 28 February 2026 | Provision by the Grantee to the Department of the 2024-2025 Twelve Month Performance Report. |

1.2 At Part D of the Grant Details of the Funding Agreement, omit paragraph 1 and replace with the following:

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1. The total amount of the Grant is \$94,164,400 (inclusive of GST) (comprising \$85,604,000 plus \$8,560,400 representing the GST component).

1.3 At Part D of the Grant Details of the Funding Agreement, omit the table at the end of paragraph 6 and replace with the following table (note, the figures below do not reflect any indexation that has been or will be applied):

| Payment instalment number | Anticipated instalment date | Associated Milestones | Amount (excluding GST) | GST amount | Total amount (GST inclusive) |
|---------------------------|--|-----------------------|------------------------|--------------------|------------------------------|
| 1 | Not exceeding 20 business days from the date of this Agreement | 1 | \$20,149,000 | \$2,014,900 | \$22,163,900 |
| 2 | 31 July 2022 | 2 - 3 | \$20,975,000 | \$2,097,500 | \$23,072,500 |
| 3 | 31 July 2023 | 4 - 7 | \$21,893,000 | \$2,189,300 | \$24,082,300 |
| 4 | 31 July 2024 | 8 - 10 | \$22,587,000 | \$2,258,700 | \$24,845,700 |
| TOTALS | | | \$85,604,000 | \$8,560,400 | \$94,164,400 |

1.4 At Item 2 of the Supplementary Terms (Activity Budget) of the Funding Agreement, omit the two tables and replace with the following two tables:

| Expenditure Item | 2021-2022 Budgeted amount (GST excl.)* | 2022-2023 Budgeted amount (GST excl.)* | 2023-2024 Budgeted amount (GST excl.)* | 2024-2025 Budgeted amount (GST excl.)* |
|--|--|--|--|--|
| Recurring Activities | | | | |
| Ethnic Community Broadcasting fund | \$4,134,256 | \$4,334,385 | \$4,460,580 | \$ 4,643,728 |
| First Nations Community Broadcasting fund | \$1,257,594 | \$1,318,472 | \$1,356,859 | \$ 1,412,570 |
| RPH Community Broadcasting fund | \$1,345,557 | \$1,410,692 | \$1,451,763 | \$ 1,511,372 |
| General and Transmission support fund | \$5,060,614 | \$5,305,587 | \$5,923,692 | \$ 6,126,242 |
| Australian Music Radio Airplay Project (Amrap) | \$622,613 | \$652,751 | \$671,756 | \$ 699,338 |
| CBOonline | \$640,480 | \$671,484 | \$691,034 | \$ 719,406 |
| National Training | \$683,088 | \$716,155 | \$737,005 | \$ 767,266 |
| Digital Radio | \$2,388,285 | \$2,526,745 | \$2,600,311 | \$ 2,707,078 |
| Sector Development Initiatives | | | | |
| Digital Radio | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Multiplatform Distribution Project | \$604,954 | \$611,619 | \$600,000 | \$600,000 |

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| | | | | |
|--|---------------------|---------------------|---------------------|---------------------|
| National Training - Industry capacity & Skills development | \$604,954 | \$611,619 | \$600,000 | \$600,000 |
| Enhanced National Radio News Programming fund | \$806,605 | \$815,492 | \$800,000 | \$600,000 |
| Grand Total | \$20,149,000 | \$20,975,000 | \$21,893,000 | \$22,587,000 |

*Note: These figures are baseline figures and do not reflect any indexation that has been or will be applied.

| | 2021-2022 % | 2022-2023 % | 2023-2024 % | 2024-2025 % |
|--------------------------|----------------|----------------|----------------|----------------|
| Administrative Costs Cap | 10 | 10 | 10 | 10 |

1.5 At Part B of the Agreement (General and transmission Support fund), omit the following words at paragraph d.iv:

“any funding provided directly to metropolitan community television providers should be for activities associated with the online delivery of services by these entities, consistent with the Government’s policy that these providers transition to online service delivery by 30 June 2024.”

2. Terms and conditions applying to the Letter Deed

2.1 The amendments set out in this Schedule take effect on and from 29 June 2023.

2.2 The parties confirm all the other provisions of the Funding Agreement and, subject only to the amendments contained in this Letter Deed, the Funding Agreement remains in full force and effect.

2.3 This Letter Deed and the Funding Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Funding Agreement.

2.4 Unless otherwise specified or the context otherwise requires, terms that are defined in the Funding Agreement have the same meaning in this Letter Deed.

2.5 Each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Letter Deed.

2.6 This Letter Deed is governed by and will be construed in accordance with the laws applicable in the Australian Capital Territory.

2.7 This Letter Deed may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

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



Australian Government

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

Ms Jo Curtin
Chief Executive Officer
Community Broadcasting Foundation
Level 7, 369 Royal Parade
PARKVILLE VIC 3052

Dear Jo

Community Broadcasting Program – Grant Agreement Letter Deed

I am writing to you about the Community Broadcasting Program Grant Agreement ('the Grant Agreement') between the Community Broadcasting Foundation ('the Grantee') and the Commonwealth of Australia ('the Commonwealth'), executed on 8 November 2021.

Clause 2.1 of the grant agreement states the grant is subject to annual indexation and other minor adjustments as determined by the Commonwealth. This letter provides notice of grant funding for FY 2024-25 at **\$22,587,000** (GST exclusive), which includes an indexation adjustment.

I also propose a variance to the Grant Agreement to rectify an error made in the Letter Deed executed on 3 July 2023, whereby the budgeted amount for the Enhanced National Radio News Programming fund in FY 2024-25 was listed as \$600,000. The variance would return the budget for this activity to **\$800,000** (GST exclusive). Please refer to the updated budget lines at **Attachment A**.

I can confirm that all the other provisions of the Grant Agreement remain in full force and effect.

If you accept the amendment to the Grant Agreement for FY 2024-25, please execute and return the enclosed Letter Deed by 19 June 2024.

Yours sincerely
s22(1)(a)(ii)

Margaret Lopez
Assistant Secretary, Media Industry and Sustainability Branch

20/5/24

Signatures

Executed as a deed

The Commonwealth and the Grantee agree to vary the Grant Agreement as outlined in this Letter Deed.

Grantee

Signed, sealed and delivered by the Community Broadcasting Foundation Limited [ACN 008 590 406] in accordance with section 127 of the *Corporations Act 2001*.

Director's Name s47F
 Signature s47F
 Date 27 / 05 /

Director/Secretary's Name s47F
 Signature s47F
 Date 28 May/2024 /

Commonwealth

Signed, sealed and delivered for and on behalf of the Commonwealth as represented by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts.

Assistant Secretary, Media Industry and Sustainability
 Signature Margaret Lopez
 Date 28 / 05 / 24

Witness Name s22(1)(a)(ii)
 Signature s22(1)(a)(ii)
 Date 28 05 / 24

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Attachment A – Budget lines FY 2024-25

Table 1: Budget lines FY 2024-25

| Expenditure item | FY 2023-24 (GST excl.) | FY 2024-25 (GST excl.) |
|--|---------------------------|---------------------------|
| Recurring activities | | |
| Ethnic Community Broadcasting fund | \$4,460,580 | \$4,643,728 |
| First Nations Community Broadcasting fund | \$1,356,859 | \$1,412,570 |
| RPH Community Broadcasting fund | \$1,451,763 | \$1,511,372 |
| General and Transmission Support fund | \$5,923,692 | \$6,126,242 |
| Australian Music Radio Airplay Project (Amrap) | \$671,756 | \$699,338 |
| CBOnline | \$691,034 | \$719,406 |
| National Training | \$737,005 | \$767,266 |
| Digital Radio | \$2,600,311 | \$2,707,078 |
| Sector development initiatives | | |
| Digital Radio | \$2,000,000 | \$2,000,000 |
| Multiplatform Distribution Project | \$600,000 | \$600,000 |
| National Training - Industry capacity & skills development | \$600,000 | \$600,000 |
| Enhanced National Radio News Programming fund | \$800,000 | \$800,000 |
| Total | \$21,893,000 | \$22,587,000 |

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Community Broadcasting Program Grant Opportunity

| | |
|------------------------------------|---|
| Opening date: | 5 March 2025 |
| Closing date and time: | 23:30 AEDST on 4 April 2025 |
| Commonwealth policy entity: | Department of Infrastructure, Transport, Regional Development, Communications and the Arts |
| Enquiries: | <p>If you have any questions, contact:</p> <p>s22(1)(a)(ii) [REDACTED]</p> <p>Assistant Director, Broadcasting and Gambling Regulation 02 6136 s22(1) [REDACTED] communitybroadcasting@infrastructure.gov.au</p> <p>Questions should be sent no later than 2 April 2025.</p> |
| Date guidelines released: | 5 March 2025 |
| Type of grant opportunity: | Closed non-competitive |

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1 Community Broadcasting Program Grant Opportunity processes

The Community Broadcasting Program is designed to achieve Australian Government objectives

This grant opportunity is part of the above grant program which contributes to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts' (the department) Outcome 5. The department works with stakeholders to plan and design the grant program according to the [Commonwealth Grants Rules and Principles 2024 \(CGRPs\)](#).



The grant opportunity opens

We publish the grant guidelines on [GrantConnect](#)



You complete and submit a grant application

You address all of the eligibility and assessment criteria to be considered for a grant.



We assess all grant applications

We assess the application against eligibility criteria. We assess your eligible application against the assessment criteria including an overall consideration of value with relevant money.



We make grant recommendations

We provide advice to the decision maker on the merits of your application.



Grant decisions are made

The decision maker decides which application(s) are successful.



We notify you of the outcome

We advise you of the outcome of your application. We may not notify unsuccessful applicants until grant agreements have been executed with successful applicants.



We enter into a grant agreement

We will enter into a grant agreement with you if you have been successful. The type of grant agreement is based on the nature of the grant and will be proportional to the risks involved.



Delivery of grant

You undertake the grant activity as set out in your grant agreement. We manage the grant by working with you, monitoring your progress and making payments.



Evaluation of the Community Broadcasting Program for 2025-26 to 2027-28

We evaluate your specific grant activity and the Community Broadcasting Program as a whole. We base this on information you provide to us and that we collect from various sources.

1.1 Introduction

These guidelines contain information for the Community Broadcasting Program (CBP) grant opportunity. You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant program/grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

We administer the program according to the [Commonwealth Grants Rules and Principles](#) (CGRPs).¹

2 About the grant program

The CBP is a single grant opportunity, for delivery for a minimum of 3 years from the 2025-26 to the 2027-28 financial year (FY) and maximum delivery of 5 years from 2025-26 to the 2029-30 FY.

The CBP is an ongoing and indexed grants program to support the community broadcasting sector, including Channel 44 Adelaide and Indigenous Community Television. In December 2024, the Australian Government announced \$15 million in additional CBP funding in the Mid-Year Economic and Fiscal Outlook (MYEFO) 2024-25 to further support the community broadcasting sector, including \$3 million for community television. This additional funding will be available from the 2025-26 FY to the 2027-28 FY.

The CBP, including the additional funding, is part of the department's Portfolio Budget Statements (PBS) Outcome 5: Promote an innovative and competitive communications sector, through policy development, advice and program delivery, so all Australians can realise the full potential of digital technologies and communications services. The CBP is a component of Program 5.1: Digital Technologies and Communications Services.

The purpose of the CBP is to support an innovative and resilient community broadcasting sector.

The objective of the CBP is to provide funding to community broadcasters and community broadcasting sector bodies to support a range of activities. This is so they can:

- contribute to a vibrant and diverse Australian media landscape by helping to ensure a plurality of voices and perspectives that may not be adequately represented in mainstream media
- create hyperlocal, local and regional content that reflects the interests and needs of communities
- deliver projects that contribute to the sector's resilience and innovation
- develop media skills, such as broadcasting, journalism and technical skills.

The intended outcomes of the CBP are to:

- contribute to media diversity
- contribute to social cohesion
- contribute to an upskilled community media sector.

¹ [Federal Register of Legislation - Commonwealth Grants Rules and Principles 2024](#)

The CBP will contribute to the following Closing the Gap targets and/or priority reforms:

- [Priority Reform 1](#): Strengthen and establish formal partnerships and shared decision-making
- [Priority Reform 2](#): Build the Aboriginal and Torres Strait Islander community-controlled sector.

Community broadcasting organisations are often deeply embedded within their communities, and can play a vital role in facilitating dialogue and collaboration between government, organisations, individuals and groups including Aboriginal and Torres Strait Islander peoples. They also provide valuable employment and training opportunities for Aboriginal and Torres Strait Islander peoples, and contribute to the growth and development of the community-controlled sector.

Refer to the [National Agreement on Closing the Gap](#) for more information on these targets and priority reforms.

3 Grant amount and grant period

3.1 Grants available

The Australian Government has announced a total of \$85.684 million in CBP funding over 3 years from 2025-26 to 2027-28. The grant opportunity will run for a minimum of 3 years and a maximum of 5 years. Funding for 2028-29 and 2029-30 is yet to be determined.

The grant amount will be paid in annual advance payments. The timing and process will be included in the grant agreement.

Table 1: Annual grant payments

| FY | Amount (excl. GST) |
|---------|--|
| 2025-26 | \$27.827 million |
| 2026-27 | \$28.610 million |
| 2027-28 | \$29.247 million |
| 2028-29 | To be determined in Budget 2025-26 forward estimates |
| 2029-30 | To be determined in Budget 2026-27 forward estimates |

The indexation is included in the annual payments above.

3.2 Grant period

The minimum grant period is 3 years, and the maximum grant period is 5 years.

Given the ongoing nature of the CBP, after 3 years we may approve up to a 2-year extension to the grant opportunity to maximise administrative efficiencies, provided that you still meet the eligibility criteria in section 4. We will notify you by 31 December 2027 whether the grant opportunity will be extended to include the 2028-29 and/or 2029-30 FY.

4 Eligibility criteria

We cannot consider your application if you do not satisfy all the eligibility criteria.

We cannot provide a grant if you receive funding from:

- another government source for the same purpose
- an eligible grant activity in section 5.1.1.

4.1 Who is eligible to apply for this grant?

To be eligible you must:

- have an Australian Business Number (ABN)
- be registered for the purposes of GST
- be located in Australia
- have an account with an Australian financial institution
- be a legal entity with the capacity to enter into a legally binding agreement or contract
- be a registered charity or not-for-profit with the Australian Charities and Not-for-profits Commission (ACNC)
- be a community media organisation with experience in grants administration and knowledge of the community broadcasting sector.

To be eligible you must be one of the organisations listed below. Only listed organisations will be invited to apply or submit a proposal.

Table 2: Eligible organisations

| <u>Invited organisation/s</u> | <u>ABN</u> | <u>Rationale for invitation</u> |
|---|--|--|
| <ul style="list-style-type: none"> • Community Broadcasting Foundation (CBF) | <ul style="list-style-type: none"> • ABN 49 008 590 403 | <ul style="list-style-type: none"> • The CBF is only known organisation that meets the eligibility criteria. • The CBF was established in 1984 to ensure CBP grants administration was independent of government. • The CBF has successfully delivered the CBP since 1984. • The CBF has established processes to deliver grants to the community broadcasting sector. |

You are not eligible to apply for this grant opportunity if you are not listed as an eligible invited organisation. No other organisations will be eligible to apply.

4.2 What qualifications, skills or checks are required?

If you are successful, relevant personnel working on the grant activity must have and maintain the following, as per State or Territory laws:

- Working with Vulnerable People registration
- Working with Children check.

Refer to section 10.2 for further information about the Commonwealth Child Safety Framework.

5 What the grant money can be used for

5.1 Eligible grant activities

The eligible grant activities are:

- provision of grants to the community broadcasting sector
- grants administration.

5.1.1 Allocation of grants to the community broadcasting sector

You must provide grants to the community broadcasting sector, including community television services and specific communities of interest (i.e. First Nations, disability and multicultural). These grants must be for:

- development and operations funding, including for transmission and station management costs
- content funding for the development, production and distribution of community content, including news and journalism
- sector investment projects that benefit the community broadcasting sector, including:
 - a. new and existing strategic projects
 - b. seeding, sustainability and special purpose funding to community broadcasting sector bodies, including national associations and peak bodies
 - c. training programs for community broadcasting sector personnel.

The minimum allowable expenditure on grants to the community broadcasting sector is 90 percent of the grant funding over the grant period. The minimum allowable expenditure relating to grants provision to the community broadcasting sector for 2025-26 to 2027-28 is \$77.116 million.

5.1.2 Grants administration

To cover expenditure relating to grants administration, an administration levy will be allowable. The levy amount and its forward estimates must not exceed 10 percent of the grant funding over the grant period. The percentage or dollar cap will be determined by us with consideration for a reasonable industry standard for similar grant arrangements at the commencement of any given FY.

The maximum allowable expenditure relating to grants administration for 2025-26 to 2027-28 is \$8.568 million.

You can learn more about eligible expenditure for this activity in section 5.3.

5.2 Eligible locations

Your grant can include activities at different locations, as long as they are in Australia.

5.3 Eligible expenditure

You can only spend the grant funding on eligible expenditure you have incurred on eligible grant activities in section 5.1. This includes:

- grants provided to the community broadcasting sector
- remuneration for personnel, including superannuation and leave entitlements
- rent, utilities and equipment
- grant activity-related travel within Australia by your personnel
- consultancies and professional services
- promotional and marketing materials
- sector advocacy
- fees, subscriptions and memberships
- contingencies.

We may update the guidelines on eligible and ineligible expenditure from time to time. If your application is successful, the version of the guidelines in place when you submitted your application applies to your grant activity.

If your application is successful, we may ask you to verify costs that you provided in your application. You may need to provide evidence, such as quotes for major costs.

Not all expenditure on your grant activity may be eligible for grant funding. The Program Delegate makes the final decision on what is eligible expenditure and may give additional guidance if required

You must incur the expenditure between the grant period start and completion dates for it to be eligible.

5.4 What the grant money cannot be used for

You cannot use the grant for the following activities:

- grants to organisations whose primary business is not community broadcasting
- grants to organisations that operate for profit or as part of a profit-making enterprise
- grants to narrowcasting radio services
- the covering of retrospective costs, unless explicitly agreed to in advance by us
- costs incurred in the preparation of a grant application or related documentation
- overseas travel or any travel that does not support the grant activities
- activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.

6 The assessment criteria

You must address all of the following assessment criteria in the application.

We will assess your application based on the weighting given to each criterion.

The amount of detail and supporting evidence you provide in your application should be relative to the size, complexity and grant amount.

We will only award funding to applications that score highly against all assessment criteria.

Criterion 1

You must demonstrate the ability to provide grants to the community broadcasting sector that represent value for money as described in section 5.1.1. The weighting of this criterion is 60 percent.

You should demonstrate this through:

- plans, policies, procedures and systems used to deliver grants
- relevant outcomes data regarding specific communities of interest
- risk and issues management principles
- an indicative budget for the activities in section 5.1.1.

Criterion 2

You must demonstrate the ability to administer the grants within the administration levy cap as described in section 5.1.2. The weighting of this criterion is 20 percent.

You should demonstrate this through:

- employment awards and agreements
- quotes for goods and services
- an indicative budget for the activities in section 5.1.2
- rationale for any increase or decrease in administration costs from the previous granting period
- justification of the expenses over allocation to the sector for activities in section 5.1.1.

Criterion 3

You must demonstrate the appropriate operational, management and governance structures within your organisation to support effective grants administration. The weighting of this criterion is 20 percent.

You should demonstrate this through your:

- plans, policies and procedures
- data collection and reporting abilities
- decision and delegation matrices
- outcomes and evaluation frameworks.

You may also like to include examples of improvements you have made to your operations, management and governance structures in the previous period to support effective administration.

7 How to apply

Before applying, you must read and understand these guidelines.

These documents may be found at [GrantConnect](#). GrantConnect is the authoritative source for grants information. Any alterations and addenda² will be published on GrantConnect and by registering on this website, you will be automatically notified of any changes to these guidelines.

To apply you must:

- provide all the information requested
- address all eligibility criteria and assessment criteria
- include all necessary attachments
- submit your application to communitybroadcasting@infrastructure.gov.au by 23:30 AEDST on 4 April 2025.

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code Act 1995 \(Cth\)](#). We will investigate any false or misleading information and may exclude your application from further consideration.

If you find an error in your application after submitting it, you should contact us immediately at communitybroadcasting@infrastructure.gov.au.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your application after the closing time.

You should keep a copy of your application and any supporting documents.

We will acknowledge that we have received your application within 2 working days.

7.1 Attachments to the application

We require you to submit the following documents with your application:

- a business case
- an indicative budget
- a project management plan

² Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

- a risk management plan
- evidence of funding strategy (e.g. financial statements, loan agreements, cash flow documents)
- evidence of support from your organisation's board, CEO or equivalent
- trust deed
- accountant declaration.

You must attach supporting documentation to the application form in line with the instructions provided within the form. You should only attach requested documents. We will not consider information in attachments that we do not request.

7.2 Timing of grant opportunity processes

You must submit an application between the published opening and closing dates. We cannot accept late applications.

If you are successful, we expect you will be able to commence your grant activity on 1 July 2025.

Table 3: Indicative timing for this grant opportunity

| Activity | Indicative timeframe |
|---|--|
| Assessment of applications commences | By 7 April 2025 |
| Approval of outcomes of selection process | By 31 May 2025 |
| Negotiations and award of grant agreement | By 30 June 2025 |
| Earliest start date of grant activity | 1 July 2025 |
| Notified of grant extension or cease | 31 December 2027 |
| End date of grant activity or agreement | 30 June 2028, pending possible extension for up to 2 years through to 30 June 2030 |

7.3 Questions during the application process

If you have any questions during the application process, email the Contact Officer at communitybroadcasting@infrastructure.gov.au. We will respond to questions within 2 working days.

8 The grant selection process

8.1 Assessment of grant applications

We first review your application against the eligibility criteria.

We will then assess your application against the assessment criteria (see Section 6). We consider your application on its merits, based on:

- how well it meets the criteria
- whether it provides value with relevant money.

When assessing the extent to which the application represents value with relevant money, we will regard:

- the overall objective/s to be achieved in providing the grant
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the outcomes/objectives
- how the grant activities will target specific communities of interest
- the percentage of the overall grant that is proposed for use under the administration levy.

8.2 Who will assess applications?

An Assessment Committee will assess your application on its merit. The Assessment Committee will be made up of 3 representatives from the Media Industry and Sustainability Branch.

The Assessment Committee may seek additional information about you, your application, project partners, related bodies corporate, related entities and associated entities (as defined in the Corporations Act) and related personnel from third party sources, including other Commonwealth entities. They may do this from within the Commonwealth, even if the sources are not nominated by you as referees. The assessment committee may also consider information about you or your application that is available through the normal course of business.

The Assessment Committee recommends to the Program Delegate if your application will be approved for the grant.

8.3 Who will approve grants?

The Program Delegate will decide to approve the grant application, considering the recommendations of the Assessment Committee and the availability of grant funds for the purposes of the grant program.

The Program Delegate is the Assistant Secretary, Media Industry and Sustainability Branch.

The Program Delegate's decision is final in all matters, including:

- the approval of the grant
- the grant funding amount to be awarded
- the terms and conditions of the grant.

9 Notification of application outcomes

We will advise you of the outcome of your application in writing via email. If you are successful, we will advise you of any specific conditions attached to the grant.

9.1 Feedback on your application

You may ask for feedback within one month of being advised of the outcome. We will give written feedback and/or organise a debriefing meeting within one month of your request.

10 Successful grant applications

10.1 The grant agreement

You must enter into a legally binding grant agreement with the Commonwealth.

Each grant agreement has general terms and conditions that cannot be changed. Sample grant agreements are available on GrantConnect. We will use a schedule to outline the specific grant requirements.

We must execute a grant agreement with you before we can make any payments. We are not responsible for any of your expenditure until a grant agreement is executed. If you choose to start your grant activities before you have an executed grant agreement, you do so at your own risk.

Your grant agreement may have specific conditions determined by the assessment process or other considerations made by the Program Delegate. We will identify these in the agreement.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

We will notify you 6 months before your grant agreement is due to cease whether your agreement will be extended under this grant opportunity or whether a new grant opportunity will be made available.

We will use a standard grant agreement.

You will have 30 days from the date of a written offer to execute this grant agreement with the Commonwealth ('execute' means both you and the Commonwealth have signed the agreement). During this time, we will work with you to finalise details.

The offer may lapse if both parties do not sign the grant agreement within this time. Under certain circumstances, we may extend this period. We base the approval of your grant on the information you provide in your application.

You may request changes to the grant agreement. However, we will review any required changes to these details to ensure they do not impact the grant as approved by the Program Delegate.

10.2 Specific legislation, policies and industry standards

You are required to comply with all relevant laws and regulations in the undertaking of the grant activity.

10.2.1 Commonwealth Grants Rules and Principles

You may be asked to demonstrate compliance with the [Commonwealth Grants Rules and Principles](#) (CGRPs) to maintain your eligibility for the grant.

To be eligible for a grant, you must declare in your application that you comply with these requirements. You may need to declare you can continue to meet these requirements in your grant agreement with the Commonwealth.

The CGRPs define third parties as any person or entity involved in the grants administration process that is not a minister, accountable authority or official.

The CGRPs specify that third parties that undertake any grants administration processes on behalf of government are required to adhere to the key principles and applicable requirements of the CGRPs and the published grant opportunity guidelines.

10.2.2 Commonwealth Child Safe Framework

You may be asked to demonstrate compliance with the [Commonwealth Child Safe Framework](#). If any part of the grant involves you employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the activity or any part of the activity, you agree:

- to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the grant activity, including mandatory reporting and working with children checks however described; and
- if requested, provide us at your cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth.

If a subcontract is necessary to meet your grant obligations, that subcontract must require the subcontractor to fulfil the same obligations you have under the grant.

10.3 How we pay the grant

The grant agreement will state the grant amount to be paid, timing and process for making payment.

We will make an initial payment on execution of the grant agreement. We will make subsequent payments annually in advance. We may adjust these payments for unspent amounts from previous payments. Payments are subject to satisfactory progress.

Indexation is a component of the grant payments and the grant agreement will outline how and when indexation will be paid.

10.4 Grants payments and GST

If you are registered for the [Goods and Services Tax \(GST\)](#), where applicable, we will add GST to your grant payment and issue you with a [Recipient Created Tax Invoice](#).

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the [Australian Taxation Office](#). We do not provide advice on your particular circumstances.

11 Announcement of grants

If successful, your grant will be listed on the GrantConnect website 21 calendar days after the date of effect as required by Section 5.4 of the [CGRPs](#).

12 How we monitor your grant activity

12.1 Keeping us informed

You should let us know if anything is likely to affect your grant activity or organisation.

We need to know of any key changes to your organisation or its business activities, particularly if they affect your ability to complete your grant, carry on business and pay debts due.

You must also inform us of any changes to your:

- name
- addresses
- nominated contact details
- bank account details
- business structure.

If you become aware of a breach of terms and conditions under the grant agreement, you must contact us immediately at communitybroadcasting@infrastructure.gov.au.

You must notify us of events relating to your grant and provide an opportunity for the Minister or their representative to attend.

12.2 Reporting

You must submit reports in line with the grant agreement. We will provide sample templates for these reports as appendices in the grant agreement. We will remind you of your reporting obligations before a report is due. We will expect you to report on:

- forecasting and sector needs
- progress against agreed grant milestones and outcomes
- expenditure of the grant, including detail on funding requested, funding allocated (including recipient details) and any unspent funds under section 5.1.

The detail we will request through reports will align with the policy objectives of the program and our reporting requirements. The amount of detail you provide in your reports should be relative to the size, complexity and grant amount.

We will not consider information in reports that we do not request.

We will monitor progress by assessing reports you submit and may conduct site visits or request records to confirm details of your reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

Forecast reports

Annual forecast reports must:

- include a needs analysis of the sector's funding requirements, including a brief overview of the methodology used
- show how the proposed grant activities will address the identified needs
- include an indicative budget for each proposed grant activity, noting the grant agreement will detail the relevant sub-activities or streams
- describe the type of grant round and processes you will use to allocate funding to the sector
- be submitted by the due date (you can submit reports early if you have completed relevant activities).

The timing and process for annual forecast reports will be included in the grant agreement.

Progress reports

Progress reports must:

- include evidence of your progress towards completion of agreed activities and outcomes
- show the total eligible expenditure incurred to date, including a list of grantees, funding allocations and funding lines
- include evidence of expenditure
- be submitted by the due date (you can submit reports early if you have completed relevant activities).

You must discuss any reporting delays with us as soon as you become aware of them.

The timing and process for progress reports will be included in the grant agreement.

Final report

When you complete the grant activity, you must submit a final report.

The final report must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred
- be submitted within 3 months of completion in the format provided in the grant agreement.

The process for the final report will be included in the grant agreement.

Ad-hoc reports

We may ask you for ad-hoc reports on your grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the grant activity.

12.3 Audited financial acquittal report

We may ask you to provide a declaration that the grant money was spent in accordance with the grant agreement and to report on any underspends of the grant money.

We may ask you to provide an independently audited financial acquittal report. A financial acquittal report will verify that you spent the grant in accordance with the grant agreement.

You must also outline any unspent funds and request a carryover to the next reporting period. You must not assume that a carryover request will be successful.

The timing and process for the audited financial acquittal report will be included in the grant agreement.

12.4 Grant agreement variations

We recognise that unexpected events may affect your progress. In these circumstances, you can request a variation to your grant agreement. You can request a variation by contacting us at communitybroadcasting@infrastructure.gov.au.

You should not assume that a variation request will be successful. We will consider your request based on provisions in the grant agreement and the likely impact on achieving outcomes.

12.5 Compliance visits

We may visit you during or at the completion of your grant activity to review your compliance with the grant agreement. We will provide you with reasonable notice of any compliance visit.

12.6 Record keeping

We may also inspect the records you are required to keep under the grant agreement. This may include:

- grant agreements with community broadcasting organisations to support section 5.1.1
- agreements executed with third parties to support activities in section 5.1.2
- reports on activities listed in the grant agreement.

13 Evaluation

We will evaluate the grant program to measure how well the outcomes and objectives have been achieved. We may use information from your application and reports for this purpose. We may also interview you or ask you for more information to help us understand how the grant impacted you and to evaluate how effective the program was in achieving its outcomes.

The grant activity covered by the additional funding will be evaluated by:

- initial uptake of grants to eligible community broadcasters and sector bodies in the first year
- the number of community broadcasters and sector bodies providing news and journalism services
- stakeholder and grantee data.

We may contact you up to one year after you finish your grant for more information to assist with this evaluation.

13.1 Acknowledgement

Our name and/or logo should be used on all your materials related to grants under the program. Whenever the logo is used, the publication must also acknowledge the Commonwealth as follows:

‘Community Broadcasting Program – an Australian Government initiative’.

If you make a public statement about an activity, project or service funded under the program, we require you to acknowledge the grant by using the following:

‘This [name of grant activity or project/services] received grant funding from the Australian Government.’

14 Probity

The Australian Government will make sure that the grant opportunity process is fair, is conducted according to the published grant opportunity guidelines, incorporates appropriate safeguards against fraud and corruption, unlawful activities and other inappropriate conduct and is consistent with the CGRPs.

These guidelines may be changed from time-to-time by the Department of Finance. When this happens, the revised grant opportunity guidelines will be published on [GrantConnect](#). By registering on this website, you will be automatically notified of any changes to these guidelines.

You should be aware of your obligations under the [National Anti-Corruption Commission Act 2022](#), noting that under the Act grantees will generally be considered 'contracted service providers' [see www.nacc.gov.au/resource-centre/nacc-fact-sheets].

14.1 Enquiries and feedback

The department's complaints processes apply to complaints about this grant opportunity. All complaints about a grant process must be provided in writing.

Any questions you have about grant decisions for this grant opportunity should be sent to communitybroadcasting@infrastructure.gov.au.

You can make a complaint by:

- using our online [feedback and complaints form](#)
- emailing our client services team at clientservice@infrastructure.gov.au
- telephoning 1800 075 001 within Australia or +61 2 6274 7111 from overseas
- mailing to: Director, Governance Section | GPO Box 594 CANBERRA ACT 2601.

If you do not agree with the way the department has handled your complaint, you may complain to the [Commonwealth Ombudsman](#). The Ombudsman will not usually consider a complaint unless the matter has first been raised directly with the department.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072
 Email: ombudsman@ombudsman.gov.au
 Website: www.ombudsman.gov.au

14.2 Conflict of interest

Any conflicts of interest, or perceived conflicts of interest can affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if the department staff, any member of a committee or advisor and/or you or any of your personnel, including sub-contractors:

- have a professional, commercial or personal relationship with a party who can influence the application selection process, such as an Australian Government officer
- have a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- have a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/opportunity.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there are no conflicts of interest.

If you later identify an actual, apparent, or perceived conflict of interest, you must inform the department in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)](#) of the [Public Service Act 1999](#)). Committee members and other officials including the decision maker must also declare any conflicts of interest.

14.3 Privacy

We 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 your intention to 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 us would breach an Australian Privacy Principle as defined in the Act.

14.4 Confidential Information

Other than information available in the public domain, you agree not to disclose to any person, other than us, any confidential information relating to the grant application and/or agreement, without our prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

We may at any time, require you to arrange for you; or your employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form we consider acceptable.

We will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. you clearly identify the information as confidential and explain why we should treat it as confidential
2. the information is commercially sensitive
3. revealing the information would cause unreasonable harm to you or someone else.

We will not be in breach of any confidentiality agreement if the information is disclosed to:

- the committee and other Commonwealth employees and contractors to help us manage the program effectively, including for an integrity purpose
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations

- the Auditor-General, Ombudsman, Privacy Commissioner or National Anti-Corruption Commissioner, or staff of their agencies
- the responsible Minister or Parliamentary Secretary, or
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

14.5 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the [Freedom of Information Act 1982](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All requests must be referred to the Freedom of Information Coordinator in writing.

By mail: Freedom of Information Coordinator | GPO Box 594, Canberra ACT 2601

By email: foi@infrastructure.gov.au

15 Glossary

| Term | Definition |
|------------------------------------|--|
| accountable authority | see subsection 12(2) of the Public Governance, Performance and Accountability Act 2013 |
| administering entity | when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes |
| assessment criteria | are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings. |
| commencement date | the expected start date for the grant activity |
| completion date | the expected date that the grant activity must be completed and the grant spent by |
| contracted service provider | a person who is a party to a Commonwealth contract or is a party to a subcontract with a contracted service provider and is responsible for the provision of goods or services under contract, either directly or indirectly |
| community broadcaster | a radio or television organisation that operates on a not-for-profit basis, for community purposes and is made available free of charge to the general public |
| community broadcasting sector | comprises of community broadcasters and community broadcasting sector bodies |
| community broadcasting sector body | an organisation with the primary business of supporting community broadcasters and/or providing services to community broadcasters, including peak bodies, national or state/territory associations and training organisations. |

| Term | Definition |
|---|--|
| date of effect | can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable. |
| decision maker | the person who makes a decision to award a grant |
| eligibility criteria | refer to the mandatory criteria which must be met to qualify for a grant. Eligibility criteria should be developed to enable objective validation and are either 'met' or 'not met'. Assessment criteria may apply in addition to eligibility criteria. |
| Commonwealth entity | a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act |
| Commonwealth Grants Rules and Principles 2024 (CGRPs) | establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration. |
| grant | for the purposes of the CGRPs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth: <ul style="list-style-type: none"> a. under which relevant money³ or other Consolidated Revenue Fund (CRF) money⁴ is to be paid to a grantee other than the Commonwealth; and b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives. |
| grant activity/activities | refers to the project/tasks/services that the grantee is required to undertake. |
| grant agreement | sets out the relationship between the parties to the agreement and specifies the details of the grant. |
| GrantConnect | is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRPs. |
| grant opportunity | refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted, and will reflect the relevant grant selection process. |
| grant program | a 'program' carries its natural meaning and is intended to cover a potentially wide range of related activities aimed at achieving government policy outcomes. A grant program is a group of one or more grant opportunities under a single [entity] Portfolio Budget Statement Program. |
| grantee | the individual/organisation which has been selected to receive a grant. |

³ Relevant money is defined in the PGPA Act. See section 8, Dictionary.

⁴ Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

| Term | Definition |
|--|---|
| National Anti-Corruption Commission (NACC) | The National Anti-Corruption Commission (NACC) is an independent Commonwealth agency. It detects, investigates and reports on serious or systemic corruption in the Commonwealth public sector. The Commission operates under the National Anti-Corruption Commission Act 2022 . |
| PBS Program | described within the entity's Portfolio Budget Statement , PBS programs each link to a single outcome and provide transparency for funding decisions. These high-level PBS programs often comprise a number of lower level, more publicly recognised programs, some of which will be Grant Programs. A PBS Program may have more than one Grant Program associated with it, and each of these may have one or more grant opportunities. |
| selection criteria | comprise eligibility criteria and assessment criteria. |
| selection process | the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria. |
| value with money | <p>value with money in this document refers to 'value with relevant money' which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations.</p> <p>When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to:</p> <ul style="list-style-type: none"> • the quality of the project proposal and activities; • fitness for purpose of the proposal in contributing to government objectives; • that the absence of a grant is likely to prevent the grantee and government's outcomes being achieved; and • the potential grantee's relevant experience and performance history. |

PO number: **45134735**
 Dept Contact: ^{s22(1)(a)(ii)} [REDACTED] Media Programs •
 Media Industry & Sustainability Branch • Online
 Safety, Media and Platforms Division
 Ph. 6271 ^{s22(1)(a)(ii)} [REDACTED]



TAX INVOICE

Department of Infrastructure, Transport, Regional Development
 and Communications
 Attention: Mr Adam Carlon/Assistant Secretary, Media Industry
 and Sustainability Branch
 2 Philip Law Street
 CANBERRA ACT 2601
 ABN: 51491646726

Invoice Date
1 Jul 2022

Invoice Number
INV-0236

Reference
Funding Deed 2022-23

ABN
49 008 590 403

COMMUNITY
BROADCASTING
FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

| Description | Quantity | Unit Price | GST | Amount AUD |
|---|----------|---------------|------------------|----------------------|
| Payment instalment 2 under the Commonwealth standard grant agreement between Department of Infrastructure, Transport, Regional Development & Communications and Community Broadcasting Foundation 2021/22 - 2024/25 | 1.00 | 20,531,000.00 | 10% | 20,531,000.00 |
| | | | Subtotal | 20,531,000.00 |
| | | | TOTAL GST 10% | 2,053,100.00 |
| | | | TOTAL AUD | 22,584,100.00 |

Due Date: 31 Jul 2022

Payment can be made directly to our account:
 Community Broadcasting Foundation

^{s47(1)(a)} [REDACTED]

Please notify us when paying by direct deposit, quoting the invoice number.
info@cbf.org.au

PAYMENT ADVICE

To: COMMUNITY BROADCASTING FOUNDATION
 Level 7, 369 Royal Parade
 PARKVILLE VIC 3052
 AUSTRALIA

Customer Department of Infrastructure, Transport, Regional Development and Communications
Invoice Number INV-0236
Amount Due 22,584,100.00
Due Date 31 Jul 2022
Amount Enclosed

Enter the amount you are paying above

CBF response to additional DITRDC questions – 6 July 2022

DITRDC has requested further information across a range of areas and issues. Responses to the Departmental queries (shown in *blue*) are detailed below.

First Nations funding support

We are interested in obtaining a greater understanding of how the CBF First Nations Media funding allocations complement the funding allocations that are provided to the sector through the National Indigenous Australians Agency. We are particularly interested in exploring broadcasting infrastructure funding for Remote Indigenous Broadcasting Services. In the meeting you mentioned that there is increased demand from First Nations media organisations for general CBF funding allocations. It would be useful if you could identify where there are funding shortfalls or alignment issues in CBF and NIAA funding allocations.

We are also interested in building a better understanding of how our support complements NIAA funding of First Nations organisations in the sector. We have reached out a number of times to NIAA staff to meet and exchange information, but we have not managed to schedule a meeting in the last two years. We wrote to the new NIAA CEO Jody Broun in early March 2022 introducing our work and requesting a meeting but we are yet to receive a response.

We understand that the administration of the Indigenous Broadcasting and Media Program is undergoing a transition from the Canberra office to the Darwin office with the new arrangements in place from 1 July 2022. We plan to line up a meeting with the Branch Manager Tom Dyer once he has settled in.

From what we understand, NIAA support of First Nations media organisations is conducted via rollover contracts for operational support and we are not aware of the details of the application process. It is also difficult for us to access information about what has been funded via NIAA.

Broadly speaking, we rely on CBF Grant applicants to identify their needs and the gaps that exist following NIAA funding provision. Usually this includes content production for special content projects, training projects, requests for replacement of equipment, and in some instances support for salaries of Remote Indigenous Broadcasting Services (RIBS) broadcasters where the NIAA funding is inadequate. The latter is particularly relevant for RIBS where our funding is able to leverage NIAA funding support to extend broadcast hours by supporting additional content production in remote communities. Our funding is more able to respond to the regular changes to RIBS broadcasting schedules.

We also provide salary subsidies for positions at First Nations organisations where they have not been supported with NIAA funding. e.g. Content/tech coordinator at Radio MAMA, Journalist at NIRS, Digital Officer at ICTV, Tech Support (remote monitoring setup) at PAW Media. Some of these roles also support additional content production at RIBS. There have also been increasingly significant requests for transmission costs, upgrades and expansion opportunities.

As mentioned in our Forecast Report and discussed at our recent meeting, a number of First Nations media organisations referenced the static funding levels from NIAA and the impact on their operations in their recent Round 1 grant application. Some examples below:

“[Our organisation] relies on NIAA funding to operate our radio services. This includes support for staff wages and broadcast operational costs. Over the past 6 years there has been a freeze

in NIAA funding levels for Indigenous media organisations while over the same period workloads have increased, the nature of work has radically changed and costs of living have continued to rise.

To be able to sustainably grow our service delivery for audiences and remain culturally authentic and meaningful for our communities we need to be able to pay our team fairly which means seeking additional sources of revenue. Although we do strive to grow organically and toward self-sufficiency, targeted support by the CBF now would help us to retain a currently strong team and give us a surer footing to secure external support in the future."

"[We] have relied on CBF funding for site fees and electricity for many years due to increases in costs with no increase in NIAA funding."

"... core operational funding from NIAA has not changed in a decade which does not account for rising cost of inflation... "

"... our station is not financially resourced enough to develop programs and workshops that we can bring to these remote locations. This CBF funding will fill an essential gap, that in recent years has not been fulfilled"

"[We] require CBF support as our current funding does not cover the costs of hiring RF technicians to service and maintain our equipment. "

"This position is not funded through the NIAA (National Indigenous Advancement Strategy) and is not due for review until July 2023."

Some organisations specifically reference how their specific proposal does not meet the NIAA criteria:

".. the position is open to all and is a 12-month contract for the moment so does not meet National Indigenous Australians Agency funding criteria."

The [recent infrastructure audit completed by FNMA](#) also informs our grant-making and awareness of need at First Nations organisations, and we commend it to you. It identifies funding shortfalls that existing funding levels are unable to meet. Our President Ian Hamm and Vice President Esther Pearce contributed advice about our grant-making practices to the First Nations Media Australia Committee overseeing the infrastructure audit.

News and local journalism

We are seeking to better understand the increased level of activity in the provisioning of news and local journalism across the sector that is identified in the report. The report indicates community radio stations are seeking to develop their capabilities in this area to increase news content. Explanation of sector needs and how the CBF is preparing to address these would benefit this section of the report. Additionally, the CBF has indicated it recently completed an independent evaluation of the Enhanced National News Project. The preliminary findings of this evaluation are sought where available.

The June 2022 Social Ventures Australia mid-term evaluation of the Enhanced National News Project is attached for your reference.

The report highlights that many local community radio stations face significant resourcing constraints. Local community radio stations have challenges with financial sustainability, are mostly volunteer-run, and rely on legacy technology.

In summary it identifies that despite substantial program delays due to COVID and technical development related impacts, the ENNP has achieved the majority of indicator targets. Whilst it is on track with executing its activities and achieving its indicator targets as per the original aims of the program, it is less clear whether the outcomes and vision of the ENNP are being achieved. There remains a significant opportunity to support localism not just in community radio news, but the broader local media sector.

Table 1: ENNP Evaluation Summary findings against the intended outcomes:

| Intended outcome | SVA Report finding |
|--|---|
| Outcome (a) Maximising the potential reach of community radio sector news | Whilst indicators are being achieved, it is still unclear whether the potential reach of community radio news is being maximised. Many stations have a primary focus on financial sustainability which takes priority over expanding the reach of their news. |
| Outcome (b) More local voices read and contribute to news bulletins | The Build a Bulletin service has not achieved its subscription indicators, but has facilitated sufficient collaboration with FNMA to achieve most indicators. However, it is still unclear whether the outcome of more local voices reading and contributing to news bulletins being achieved. |
| Outcome (c) Perceived quality of National Radio News is improved with greater reach amongst community radio sector and increased audience size | The National Radio News service is achieving most indicators and is supported by positive qualitative data. There is sufficient evidence to conclude that the National Radio News is achieving the outcome of increased quality with greater reach and increased audience size. |
| Outcome (d) National Radio News reflects the guiding principles of community broadcasting and the diversity of the Australian community and is differentiated from its competitors in both style and content, featuring diverse voices, stories and perspectives | There is insufficient quantitative data to conclude that most indicators have been achieved, noting that CBAA reporting states these indicators are on track and latest available data shows these indicators to be slightly under targets. Whilst qualitative data shows that National Radio News is not relevant to some stations, there is sufficient evidence to support a conclusion that National Radio News reflects the guiding principles of community broadcasting, the diversity of the Australian community and is differentiated from competitors. |

We are currently considering the next steps for the funding allocation in light of the evaluation and are working with the CBAA (the project manager of the Enhanced National News Project) to redefine the intended strategy and outcomes for delivering on the goal of this funding provision.

Quick Response Grants

We are interested in further exploring the demand factors for the Quick Response Grants. Further information regarding 'Quick Response' grants is sought i.e. detail on how such grants are addressing natural disasters or other public emergency events.

Broadly, our grant programs may assist community stations to prepare and respond to emergency events, such as through the purchase of relevant equipment such as generators or remote broadcasting equipment which may assist stations to maintain services where access to their facilities is unavailable due to natural disaster.

Our Quick Response grants are often utilised to support a station to restore basic transmission after an extreme weather event or to respond to unplanned and unexpected emergencies.

We regularly commit funds from Company Reserves to assist where funding allocations are exhausted for the year.

Case study: 2RBR 88.9 FM Richmond Valley Radio

2RBR 88.9 FM has operated within the Richmond Valley on the far north coast of New South Wales for 26 years. The station is staffed entirely by volunteers and is focused on the community's musical preferences, Top 10 charts of 1955 to the present. They place high importance on broadcasting information about other community organisations, as well as news relating to local emergencies, such as fire, storms and floods.

2RBR has previously received grant applications from the CBF to successfully develop sustainable operations including a solar powered transmission facility, support for their First Nations programming and Content funding for programs presented by three local people with disabilities.

In the March 2022 NSW floods, the 2RBR Woodburn studio was completely under water - floor to ceiling - for a week. The station is in the process of replacing everything in the studio and office.

"The 2RBR Committee of Management (COM) and volunteers lifted everything above the height of 0.9M above floor level, which was the height of the record flood in 1954. Absolutely no-one on the NSW Far North Coast (FNC), not even the BOM, nor the SES, nor the local experts, expected a flood higher. Everything was submerged in muddy, sewage contaminated water for a week."

As all the transmission and studio equipment and furniture has been destroyed in the floods the station applied for CBF funding of \$31,000 to support approximately 38% of the total replacement costs of \$81,001. Further funding is being sought from Service NSW.

Volunteers who moved the studio previously to Woodburn and built 2RBR's solar system transmission facility are rebuilding of the studio free of charge. The Woodburn location is currently the only option for 2RBR to have their studio and they are planning a solution that will enable them to remove equipment at short notice if a similar situation arises.

Attached at Appendix 2 is analysis undertaken on our Quick Response Grant program from 2018/19 – 2021/22.

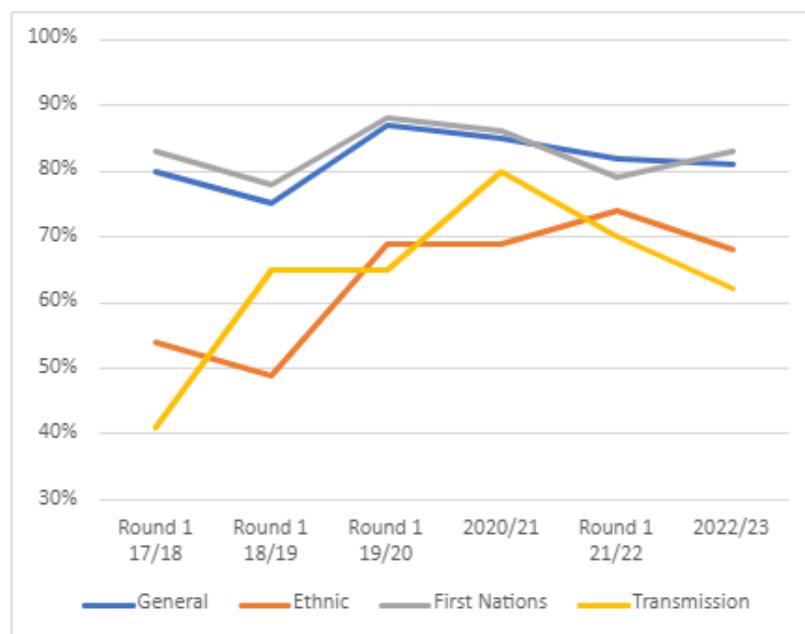
Demand on general funds

We are interested in understanding whether the demand for funding across the general grant categories increased in the most recent funding round when compared to the same funding rounds last financial year. At the meeting with the department, CBF mentioned that there is potentially 'hidden demand' ie. radio stations that do not apply because they do not believe they have a chance of being granted funding. Is it possible to quantify this factor when estimating the overall demand for funding?

There are a range of factors that influence applicant numbers and the outcomes of a grant round.

One way of calculating the demand on funding allocations is to consider the assessment score at which funding in a particular allocation is exhausted. Chart 1 shows the application assessment percentage scores against funding allocations which demonstrates the various demand on each fund. The trend shows that across both the General and First Nations funds, applications are required to score very highly in order to receive funding from these funding allocations. The General funding allocation, in particular, being the most broadly applicable and competitive in nature, results in a lot of applications below these cut-offs missing out on critical funding.

Chart 1: Development & Operations Funding Cut-offs – Round 1 comparison



Note: the drop in the cut off in transmission scores for the 2022/23 year is due to a regular large multi-year grant application with high transmission costs being postponed from Round 1 to Round 2.

We do not have specific data that can quantify the 'hidden demand' for funding where applicants have chosen not to apply due to their belief that their application will not be successful. There may also be a further impact of applicants strategically reducing their application request to less than what they may really need in the belief this will give the applicant a greater chance of success because the application appears to be good value for money.

We can assess demand and need however by reviewing the relative quantum between applicant numbers, unsuccessful grants and values of grants applied for and received.

Chart 2 shows that over the last 5 years, the number of applications has reduced over time. Given what we understand about the sector’s needs and capacity, and that funding and financial viability is the highest ranked challenge across the sector, we don’t interpret the reducing number of applicants over time as being due to a lack of need. It’s more likely to be a lack of capacity to be able to apply, or applicants are discouraged to apply due their lack of success in previous rounds. The number of applicants could also be impacted by the effects of COVID-19 and bushfires and floods, further impacting on their capacity to apply.

Chart 2. Number of applications and unsuccessful in Round 1 Development & Operations

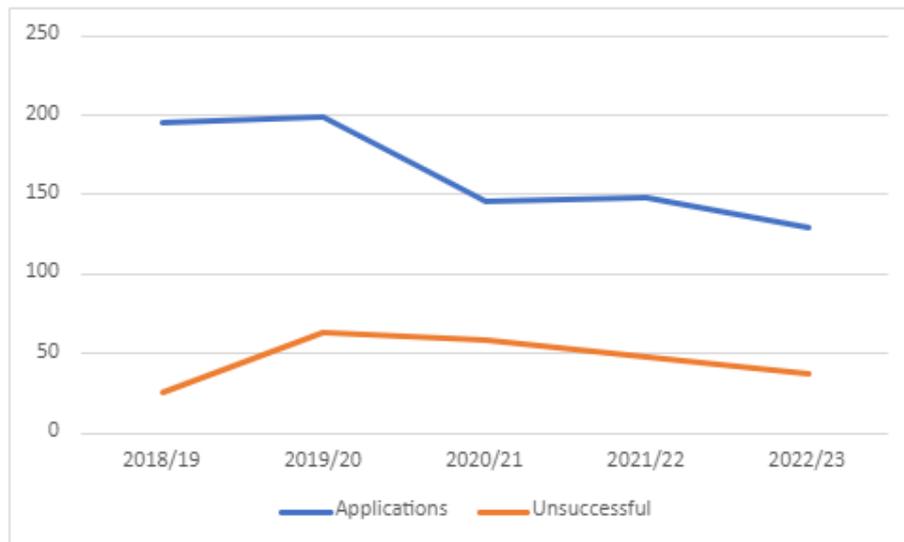
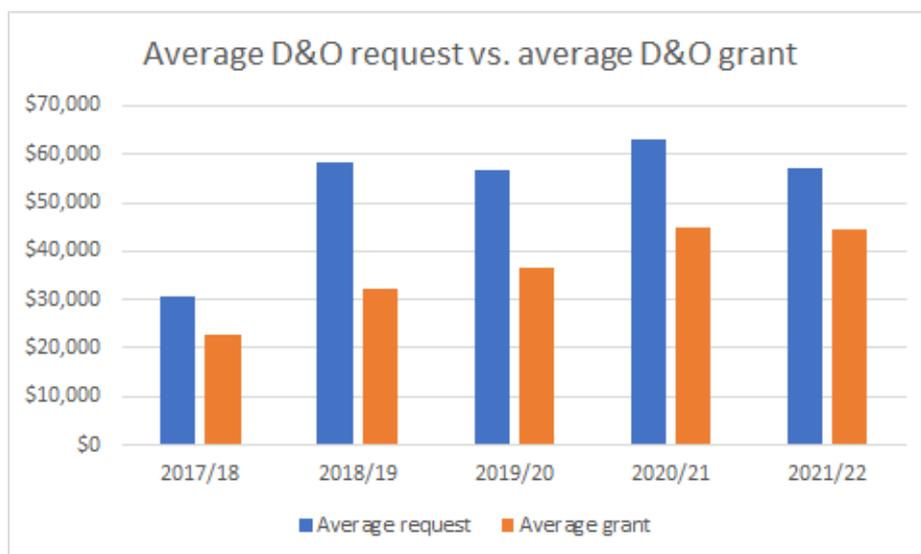


Chart 2 also shows that despite the fairly significant drop in the number of applications, the number of unsuccessful applicants has remained relatively stable over the period.

As well as showing the gap between average requests and what we are able to support, Chart 3 shows that the average size of grant allocations has comparatively increased over the time. This trend is influenced by our commitment to best practice where we aim to avoid underfunding D&O applicants (see more in the Partial Funding Applications section below).

Chart 3. Average D&O request vs average D&O grant



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

Partial funding applications

Often grant applicants do not get the fully funding allocation they ask for. How are grant funding outcomes affected by the partial rather than full funding of many of the grant applications?

It depends on the application – what the applicant is seeking support for, and what partial funding is provided.

The two Grants Advisory Committees have different approaches to partial funding, but both carefully consider the implications for the outcomes of each funding decision. Assessors are asked whether they would support full funding, partial funding or no funding support for an application – and where they select partial funding, they are asked to detail which aspects of the application they support and why. This assists the GAC with their decision and assists the Grants Support Team to provide feedback to applicants.

The Development & Operations Grants Advisory Committee broadly operates on a principle of preferring to fully fund an application that scores well, rather than spreading funds to more applicants and partially funding or ‘underfunding’ applications. Underfunding projects can lead to a “vicious cycle” that “slowly starves nonprofits”.¹ But this principle is balanced with principles of equity, merit and common sense.

However, in the Development & Operations grant program, applicants can apply once per grant round, and regularly seek support for a range of activities within the one application. They may, for example, make a case for support for a salary subsidy, while also seeking support for a contribution to their transmission operational costs and the grant offered may support just the transmission costs. Some applicants put forward requests, for example, for equipment recapitalisation as well as seeking funding to undertake training with new Board members and to support engagement with ethnic communities. We may be able to fund part of the proposal but not all, depending on the merit of each aspect of the application and the funds available in the various funding allocations.

In the Content grant program, applicants can apply more than once per round, so there are less ‘compendium’ requests. The Content Grants Advisory Committee is committed to spreading available funding across as many communities as possible to provide for local content outcomes. In an instance where an applicant is offered a grant that partially funds their request, the applicant may enter into a negotiation with the Support Team to revise the number of episodes to be produced or the length of the program/broadcast. For example, a partially funded applicant seeking support to broadcast at three local community festivals may negotiate to broadcast at two of the festivals instead of three as outlined in the original application.

In some instances, across both grant programs, we may offer part support for a project and the applicant may need to seek additional funding from an alternative source, or self-fund the remainder of the projected costs, to ensure the project is viable. In these instances, the applicant may or may not accept the grant offer depending on their ability to raise or contribute funds.

¹ Goggins Gregory, A and Howard, D, [The Nonprofit Starvation Cycle \(ssir.org\)](#), 2009

Sector projects multi-year allocations

At the meeting, we discussed the strategic grant allocation processes, and in particular the multi-year granting arrangements for these projects. Please explain the multi-year allocations across the full list of strategic grants. For instance, the Training grant (to the CMTO) and the Multi-platform Distribution project (to the CBAA). There are allocations for these projects that extend into 2023-24 (\$515k for CMTO and \$540k for Multi-platform Distribution). Under the funding deed this funding runs out in June 2023. What is the timeline for these projects to be completed? What is the timeline for the evaluation of these projects to be completed?

Funding for the four items listed in the funding deed as ‘Sector Development Initiatives’ were originally awarded to the CBF in a Variation to our 2017/18 - 2020/21 Funding Deed. Funding for these initiatives was awarded for a four-year period initially, however the Variation itself was not signed until very late in the 2017/18 financial year. Subsequently the funding was not provided to the CBF until June 2018, requiring the first year’s funding on all of these initiatives to be carried forward a year, a process which has occurred year on year since. This effectively means that on a yearly basis we commit and pay the funds a year after they are granted to us – what we refer to as a funding lag.

Each of the Sector Development Initiatives (as per the funding allocations detailed in the funding deed) have a different timeline, so we will explain the status of each separately below.

In relation to the timing of the evaluation of the projects, these are scheduled to take place over the next two years, depending on the original contractual terms with the relevant project manager. That is to say that we felt it was necessary to enable the project managers time to set and up develop the projects and work towards their own implementation and measurement plans. With most of the projects being in either their third or fourth year at this stage, we feel the time is now right for us to formalise our evaluation plans.

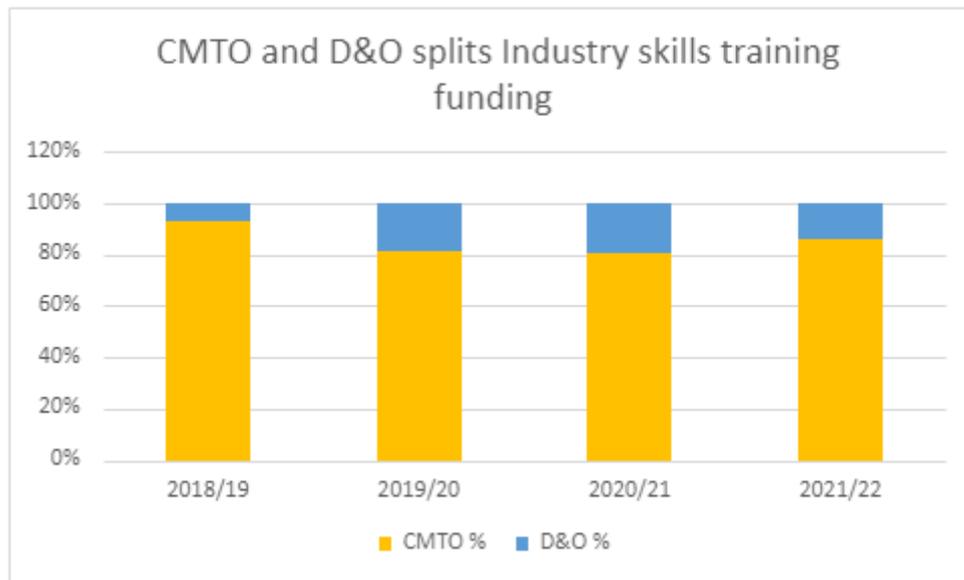
With that we have recently begun recruitment for a new Outcomes & Evaluation Analyst role to join our Support Team to assist with these project evaluations, and the independent evaluation schedule within our Evaluation Framework. The CBF Board will also be considering recommendations from the Enhanced National News Project Review Committee that oversaw the recent independent mid-term evaluation of the Enhanced National News Project.

National Training – Industry capacity & skills development

The National Training - Industry capacity & skills development funding is split - with the majority of these funds being allocated to the CMTO as Project Manager, and a proportion being made available to organisations through the Development & Operations grant program to support stations that choose to partner with an alternative training provider.

The below graph shows the historical split of the Industry Capacity & Skills Development training funding over the last 4 years with 86% being allocated to CMTO and 14% to D&O in 2021/22. This split has fluctuated marginally since the inception of the program in 2018/19 where CMTO received 93% and D&O 7% and 80% and 20% respectively in the two interim years.

Chart 2: National Training – Industry capacity & skills development funding



The CMTO has been allocated \$540,000 for 2022/23 and \$515,000 for 2023/24. The remainder of the National Training – Industry capacity & skills allocation is made available for distribution via the Development & Operations grants program. The table below shows the funding lag in place. This lag is because whilst the original tranche of funding was received in June 2018 it was first allocated to the CMTO in 2018/19 with the original contract expiring June 2022. The additional two years of funding within the new Funding Deed therefore carries the lag on.

Table 2: National Training – Industry capacity & skills funding

| | 2021/22 | 2022/23 | 2023/24 |
|---|----------------|-----------|-----------|
| Funding allocation from DITRDC* | \$604,954 | \$611,619 | |
| Funding allocated to Project Manager | Prior contract | \$540,000 | \$515,000 |

*Drawn from funding deed prior to indexation adjustment

The new contract in place with the CMTO extends until 30 June 2024. However, the activities delivered with this funding are ongoing – there is an ongoing need for training to develop the sector’s capacity and skills, particularly in a largely volunteer sector with a high turnover of personnel, and significantly evolving skillsets in a rapidly changing industry.

Multiplatform Distribution Project

The Multiplatform Distribution Project (MDP) is subject to the funding lag noted above. It is also an itemised Project line within the Funding Deed as per the Budget Allocations and is passed on to the project manager - the CBAA - in its entirety, minus CBF’s Administrative Levy.

The MDP is however further complicated by two factors:

- The CBF took additional time to determine how it would proceed in allocating the MDP funds through consultancy *ThoughtWorks*, delaying the appointment of the CBAA as project manager until April 2020.
- The 4-year funding originally provided to the CBF, was then allocated out on a 5-year grant agreement with the CBAA. The current grant agreement provides a stretching out and scaling down of funding over time and was agreed to in order to extend the lifespan of the project in the first instance with the original funding provided. The original agreement was to expire in 2023/24.
- With an additional two years of funding now awarded under the new DITRDC Deed, on consideration of a proposal for how the project would be extended, the CBF has varied the original contract and allocated the additional 2 years' worth of funding whilst maintaining the funding lag noted earlier with \$575,000 allocated in 2022/23 and \$540,000 in 2023/24 in line with the additional funding provided for the MDP in the DITRDC Funding Deed as below.

Table 3: Multiplatform Distribution Project funding

| | 2021/22 | 2022/23 | 2023/24 |
|---|----------------|-----------|-----------|
| Funding allocation from DITRDC* | \$604,954 | \$611,619 | \$0 |
| Funding allocated to Project Manager | Prior contract | \$575,000 | \$540,000 |

*Drawn from funding deed prior to indexation adjustment

The contract currently being varied with CBAA is expected to extend until 31 December 2024. However, there will be ongoing marketing and development costs. The Project Managers are currently developing their monetisation strategy to provide for ongoing sustainability of the project.

Enhanced National Radio News funding

The Enhanced National News funding (ENNP) is also subject to the funding lag discussed above and was initially awarded to the CBAA on a four-year multi-year grant agreement at the start of 2018. The current agreement therefore expires in December 2022. This funding is supplied to build capacity for localism in journalistic reporting, particularly in regional and remote communities; and to improve the quality and reliability of news content available to the community broadcasting sector through the development of technical and infrastructure capacity for news distribution.

Historically, this funding line was allocated to the CBAA in its entirety with no portion allocated to the Content category.

Depending on the decisions that will be take in light of the recent mid-term evaluation process, it is likely we will work with the CBAA to refine the 'outcomes map' that details the project objectives and performance indicators and extend the project timeframe a further two years.

Table 4: Enhanced National Radio News funding

| | 2021/22 | 2022/23 | 2023/24 | 2024/25 |
|---|---|-----------|---------|---------|
| Funding allocation from DITRDC* | \$806,605 | \$815,492 | \$0 | \$0 |
| Funding allocated to Project Manager | Allocation yet to be made – prior contract timeframe is until December 2022 | | | |

*Drawn from funding deed prior to indexation adjustment

Digital Radio Project

Whilst the Digital Radio Project (DRP) received an additional two years of funding within the new Deed (noting the reduction to funding from 2023/24) it is not in fact affected by the funding lag noted above. This funding line item is passed on to the CBAA as the appointed project manager in its entirety - minus CBF's administrative levy.

In May 2021, the CBF Board approved SIAC's recommendation to allocate the CBAA a '1 plus 2-year' Sector Investment grant for sector coordination activities and discrete sector projects - including the DRP - of up to of \$6.5M in 2021/22, up to \$6.6M in 2022/23 and up to \$6.7M in 2023/24, subject to finalisation of the CBF Funding Deed and Operational budget.

\$4,366,634 has been allocated to the CBAA Digital Radio Project for the 2022/23 financial year, with a further \$2,408,964 allocated for the 2023/24 year. Digital Radio Project funding is incorporated into the CBAA's wider sector investment multi-year contract that currently extends to 30 June 2024. The 2024/25 funding provision for the DRP will therefore be incorporated into their next sector investment agreement.

Table 5: Digital Radio Project funding

| | 2021/22 | 2022/23 | 2023/24 | 2024/25 |
|--|-------------|-------------|-------------|---------------|
| Funding allocation from DITRDC* Includes recurring activities and development initiative funds | \$4,388,285 | \$4,436,634 | \$2,478,964 | \$2,523,573 |
| Funding allocated to Project Manager | \$4,343,627 | \$4,366,634 | \$2,408,964 | Next contract |

*Drawn from funding deed prior to indexation adjustment

The DRP provides ongoing access to the DAB+ broadcast platform for eligible licensees and is undertaking significant development work to provide solutions to technical barriers for new DAB+ markets, in-fill transmission and localised issues such as tunnel transmission. As long as DAB+ continues to roll out to new markets, further development work will continue to be required, and subsidised access to the platform continues to be a requirement for viable access for community broadcasters – as such there is no end-date in sight for the DRP.

For further information, please contact Jo Curtin, CEO, Community Broadcasting Foundation – s47F

s47F

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Australian Government

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

Ms Jo Curtin
Chief Executive Officer
Community Broadcasting Foundation
Level 7, 369 Royal Parade
PARKVILLE VIC 3052

29 July 2022

Dear Ms Curtin

Acceptance of CBF Annual Grant Expenditure Forecast Report for financial year 2022-23

Thank you for submitting the Community Broadcasting Foundation's (CBF) Annual Grant Expenditure Forecast Report (the Report) in line with Item E of the 2021-2025 Funding Agreement.

I am writing to advise that the department has accepted the Report. Our acceptance of the Report (and the Six Month Performance Report you submitted earlier in the year) is a precondition to our payment for the associated milestone in the agreement. We are now processing the \$22,584,100 (including GST) payment in line with the invoice you have provided.

As these are the first reports under the new Funding Agreement we signed last November, I would like to take the opportunity to provide some feedback. The department has appreciated the opportunity for the first time to receive forward looking information about the state of the sector. This allows for early engagement with you and the sector in relation to emerging issues.

The reports, and our recent discussions, have highlighted two particular emerging issues:

1. There is strong demand for the grant funding across the sector and in particular from First Nations broadcasters. We note the recent competitive grant funding allocations were oversubscribed, reflecting the trend of recent years. We are interested in exploring with you this unmet demand and whether changes are required to meet the sector's emerging needs.
2. There is a need to gather further evidence in relation to the impact and effectiveness of the strategic grant funding streams. We note the findings of mid-term evaluation of the Enhanced National News Project that you provided on 15 August 2022. We are

2 Phillip Law Street, Canberra ACT 2601, Australia
GPO Box 594, Canberra ACT 2601, Australia
telephone 02 6271 7922

Department of Infrastructure, Transport, Regional Development and Communications

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interested in exploring ways in which news and public interest journalism services in the community broadcasting sector can be enhanced. We are also interested in gathering evidence in relation to the effectiveness of the other strategic grant funding projects, including the Digital Radio and the Multiplatform Distribution Projects.

As we have discussed in our recent meetings with you, we are looking to work with you and the sector to explore these issues in the coming months as part of the workplan we have initiated to identify a sustainable funding basis for community broadcasting into the future. I look forward to discussing this workplan with you at our next meeting and subsequently with the CBF Board at its next meeting.

If you have any questions please feel free to contact either myself or s22(1)(a)(ii), Director Media Programs, at s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au) or by phone 02 6271 s22(1)(a)(ii)

Thank you again for submitting this information.

Yours sincerely

s22(1)(a)(ii)

Adam Carlon
Assistant Secretary, Media Industry & Sustainability

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

Community Broadcasting Foundation Board Meeting

Friday 9 September 2022, 2:00pm – 3:00pm

Telepresence platform: Skype Meeting

Link: <https://meet.communications.gov.au/adam.carlon/76TD960V>

Purpose

You are attending the Community Broadcasting Foundation (CBF) Board meeting to provide an update on the Government's work to support community broadcasting election commitments.

You will be attending the final hour of the meeting with §22(1)(a)(ii) and §22(1)(a)(ii).

Talking points – election commitments

Election commitment: Community Broadcasting Program and Sector Sustainability Review

- The department is undertaking an evaluation of the Community Broadcasting Program (CBP) and a review of community broadcasting policy to formulate measures to support sector sustainability.
- The Review is expected to commence this month and run in phases. The first phase, an evaluation of the Community Broadcasting Program, will run Sep-Dec 2022. The second phase, a review of the sustainability of the sector, will run until mid-2023.
- We are developing a Terms of Reference that outlines the review's scope, including:
 - The role of the Community Broadcasting Program in meeting Government objectives.
 - The claim that an increase in annual funding would increase sector sustainability.
 - What other measures – including regulatory reform – would support the sector.
- The review's findings will inform future CBP funding objectives.
- We will engage closely with the sector, and consider its research, in the review.
- The Minister will attend the Community Broadcasting Sector Roundtable on 21 September 2022. She has also been invited to the CBAA Conference 27-29 October.

Election commitment: Funding and the Federal Budget

- Milestone payment two totalling **\$20.53 million (ex GST)** was paid to the CBF by **30 July 2022** following department acceptance of its reporting obligations.
- The CBF's current allocated funding is **\$74.6 million (ex GST)** over four years to 30 June 2025.
- Under the Government's election commitment an additional **\$12 million (ex GST)** is to be made available as follows:

| | 2021–22 (\$m) | 2022–23 (\$m) | 2023–24 (\$m) | 2024–25 (\$m) | 2025–26 (\$m) |
|--|------------------|------------------|------------------|------------------|------------------|
| Program funding (at 2022–23 Budget) | 20.1 | 20.5 | 16.8 | 17.2 | 17.5 |

| | | | | | |
|-------------------------------|--|------|------|------|------|
| Election Commitment | | | 4.0 | 4.0 | 4.0 |
| Total Balance of Funds | | 20.5 | 20.8 | 21.2 | 21.5 |

Talking points – industry reviews

CBF review of organisational structure and governance

- In March, the CBF invited the department to participate in its review of its 2016 restructure and governance. This review was undertaken by Tony Grybowski Associates and THINK: Insight and Advice.
- The review's aim is to improve CBF's management and distribution of funding. It also seeks to improve the measurement of funding outcomes.
- The review's report is due for delivery at this September CBF Board meeting. The CBF will report the review's findings to the department after this meeting.

CBF and CBAA joint Sector Roadmap

- The CBF and CBAA are planning to develop a Sector Roadmap, in consultation with the sector, launching in October. The Roadmap aims to identify the sector's objectives for the next ten years. Confirming these outcomes and developing a longer-term view of outcomes to improve the sector, the CBF could then align its granting strategy to these agreed focus areas, and the CBAA its strategic plan.
- The Roadmap will be a key input into the department's review. We will need preliminary data Dec-Jan.
- The CBF and the CBAA will present to the department about the Roadmap and the CBF Governance review on 29 September.

Funding Agreement – reporting and governance

- Under the CBF funding agreement the *Four Year Forecast Report* is due on 31 October 2022.
- Given the status of review activities being undertaken by the sector to inform its vision for the next four years, we would be willing to delay the due date for receipt of this report for several months.
- Does the CBF has a suggested date on which it would like to suggest the report is provided?
- We would like to talk about a funding agreement variation after the May 2023 budget

Acceptance of recent reporting highlighted key issues including,

- Strong demand for grant funding across the sector, in particular from First Nations broadcasters. The department plans to develop a deeper understanding of the intersections with National Indigenous Australians Agency's (NIAA) funding activities to address this issue. Likewise, there has been an uptick in quick response grant requests to address growing impacts of natural disasters.

The next reporting activity under the funding agreement is the **Four-Year Forecast Report** due **31 October 2022**. The CBF and department are considering delaying the report until early 2023 to align with the release of the Sector Roadmap – which would better inform CBF's long-term strategic planning and objective setting.

From: Jo Curtin ^{s47F}
Sent: Monday, 31 October 2022 11:43 AM
To: Carlon, Adam
Cc: ^{s22(1)(a)(ii)}; ^{s22(1)(a)(ii)}; Rachel Rees; Niraj Shah
Subject: RE: Request that additional indexation be made available as General funds [SEC=OFFICIAL]

Thanks Adam, will do.

From: Carlon, Adam <adam.carlon@infrastructure.gov.au>
Sent: Monday, 31 October 2022 11:39 AM
To: Jo Curtin ^{s47F}
Cc: ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)}@INFRASTRUCTURE.gov.au>; ^{s22(1)(a)(ii)}
^{s22(1)(a)(ii)}@infrastructure.gov.au>; Rachel Rees ^{s47F}; Niraj Shah ^{s47F}
Subject: RE: Request that additional indexation be made available as General funds [SEC=OFFICIAL]

OFFICIAL

Hi Jo,

Always good to catch up and really helpful to meet a range of community broadcasters and their advocates.

Agreed that the additional indexation funding of \$444,000 (GST exclusive) for this year can be used as part of the General and Transmission funding allocation.

We'll progress the payment at this end as soon as possible (noting there is a delay to us actually receiving the appropriation from the Budget).

Please send us an invoice as soon as you can.

Cheers,

Adam

Adam Carlon

Assistant Secretary, Media Industry & Sustainability Branch

Online Safety, Media and Platforms Division

adam.carlon@infrastructure.gov.au

P +61 2 6271 ^{s22(1)(a)} • M ^{s22(1)(a)(ii)}

OFFICIAL

From: Jo Curtin ^{s47F}
Sent: Monday, 31 October 2022 11:00 AM
To: Carlon, Adam <adam.carlon@infrastructure.gov.au>
Cc: ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)}@INFRASTRUCTURE.gov.au>; ^{s22(1)(a)(ii)}
<^{s22(1)(a)(ii)}@infrastructure.gov.au>; Rachel Rees ^{s47F}; Niraj Shah ^{s47F}
Subject: Request that additional indexation be made available as General funds

Hi Adam,

Lovely to see you and your team at the CBAA conference.

Following our conversation in Cairns, I wanted to write to request that the additional indexation that was announced through the Budget be applied to give as much flexibility to us as possible. This may be achieved by flowing the funds through as a part of the General and Transmission funding allocation.

We are hoping that with this flexibility, we will be able to allocate the additional funds out as grants in our Round 2 grant process which is currently being assessed, with grant recommendations from our Grants Advisory Committees being made to our November Board meeting.

By utilising the funds in this way, we will be able to quickly get the funds out to the community and to support a greater number of applicants that have already expressed their needs to us. It is timely that these additional funds are made available – the 'cut off assessment score' for successful applications prior to the additional funds being made available in the pool was going to be 96% for Development & Operations grants and 87% for Content grants.

The Board is currently considering analysis from the team about how to best budget the additional funds between the two grant programs, but it will certainly make a big difference to applicants that would otherwise have missed out on support in the current round.

Thanks for all your support. Please let me know if you need any further information to consider this request.

Cheers,
Jo.

Jo Curtin
Chief Executive Officer



Community Broadcasting Foundation
Level 7, 369 Royal Parade, Parkville VIC 3052

—
Wurundjeri Country

—
phone: 03 8341 5900

direct: s47F

mobile: s47F

email: s47F

pronouns: she/her

—
cbf.org.au

Subscribe to *Broadcast*, like us on Facebook, follow us on Twitter

Community Broadcasting Foundation acknowledges First Nations' sovereignty and recognises the continuing connection to lands, waters and communities by Traditional Owners of Country throughout Australia. We pay our respects to Aboriginal and Torres Strait Islander culture, and to Elders both past and present. We support and contribute to the process of Reconciliation.

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TAX INVOICE

Department of Infrastructure, Transport, Regional Development
and Communications
Attention: Mr Adam Carlon/Assistant Secretary, Media Industry
and Sustainability Branch
2 Philip Law Street
CANBERRA ACT 2601
ABN: 51491646726

Invoice Date
2 Nov 2022

Invoice Number
INV-0249

Reference
Additional indexation
funding

ABN
49 008 590 403

COMMUNITY
BROADCASTING
FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

| Description | Quantity | Unit Price | GST | Amount AUD |
|---|----------|------------|------------------|-------------------|
| Additional indexation funding in 2022-23 as part of the General and Transmission funding allocation. | 1.00 | 444,000.00 | 10% | 444,000.00 |
| | | | Subtotal | 444,000.00 |
| | | | TOTAL GST 10% | 44,400.00 |
| | | | TOTAL AUD | 488,400.00 |

Due Date: 2 Dec 2022

Payment can be made directly to our account:
Community Broadcasting Foundation

5476(1)(a)

Please notify us when paying by direct deposit, quoting the invoice number.
info@cbf.org.au

PAYMENT ADVICE

To: COMMUNITY BROADCASTING FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

Customer Department of Infrastructure,
Transport, Regional Development
and Communications

Invoice Number INV-0249

Amount Due 488,400.00

Due Date 2 Dec 2022

Amount Enclosed

Enter the amount you are paying above



Level 7, 369 Royal Parade
Parkville VIC 3052

Wurundjeri Country

03 8341 5900
info@cbf.org.au
cbf.org.au

ABN 49 008 590 403

31 January 2023

Adam Carlon
Assistant Secretary
Media Industry & Sustainability Branch
Online Safety, Media and Platforms Division
Department of Infrastructure, Transport,
Regional Development and Communications
GPO Box 2154 Canberra ACT 2601

Via email to: adam.carlon@infrastructure.gov.au

Dear Adam,

Six Month Performance Report

In accordance with the requirements of section E 2.b. and E 6 of the Commonwealth Standard Agreement between the Commonwealth represented by the Department of Infrastructure, Transport, Regional Development and Communications and Community Broadcasting Foundation, please find attached our 6-month performance report.

This report covers the activity conducted by Community Broadcasting Foundation (CBF) from July to December 2022 and includes the following information:

- Statement of receipts and expenditure during this period to show payments that have been spent or committed to be spent during that period
- Costs incurred in the delivery of the program activity as defined as Administration Costs

This information is explained further below.

- During the period the CBF received \$20,975,000 in funding from the Commonwealth, including additional indexation of \$444,000
- Annual actual administration costs of \$1,899,284 were deducted from these funds received, to fund costs incurred in the delivery of the program activity. Administration costs represent 9.055% of total funding received, which is below the cap of 10% specified in the agreement.
- Uncommitted funds of \$469,160 were carried forward from the previous year, which have since been committed and utilised in FY2022-23

- In addition to the FY2021-22 uncommitted funds report, additional funding was returned to the CBF from grantees due to cancelled or withdrawn grants or returned funds which totalled \$3,890. These funds will be available in FY2022-23 for quick response grants.
- Total funding available to be distributed to grantees as at 31 December 2022 was therefore \$19,548,766. Of this amount \$18,900,044 has been committed to grantees and \$10,629,968 has been paid in the current financial year.
- Of total funds earmarked as allocated in Round 1, \$113,288 of funding allocation was withdrawn mainly due to insufficient documentation from recipients. These funds have been allocated as part of Round 2 allocation.
- Uncommitted funds at 31 December 2022 were \$584,510. These funds are expected to be committed by the end of the financial year.

Should you require any further information in relation to this report please contact me.

Yours sincerely,

s47F



Jo Curtin
Chief Executive Officer

Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and Digital Services

6 month performance report to DITRC as at 31 December 2022

| Summary as per funding agreement | Total funding | Administration costs | Uncommitted Funds C/fwd from prior year | Prior Year funds returned to CBF | Total Funds for Distribution | Grants committed (paid or committed to be paid in current year) | Allocation cancelled & or returned funds | Uncommitted funds at 31 December 2022 |
|--|----------------------|----------------------|---|----------------------------------|------------------------------|---|--|---------------------------------------|
| | A | B | C | D | E | F | G | H |
| Ethnic Community Broadcasting fund | \$ 4,220,755 | (\$480,444) | \$ 250,335 | \$ 2,640 | \$ 3,993,286 | \$ 3,872,585 | \$ 3,836 | \$ 124,537 |
| First Nations Community Broadcasting fund | \$ 1,283,907 | (\$146,145) | \$ 44,465 | \$ - | \$ 1,182,227 | \$ 1,266,047 | \$ 83,820 | \$ - |
| RPH Community Broadcasting fund | \$ 1,373,710 | (\$156,368) | \$ 1 | \$ 1,250 | \$ 1,218,593 | \$ 1,216,233 | \$ - | \$ 2,360 |
| General and Transmission support fund | \$ 5,610,496 | (\$588,096) | \$ 33,907 | \$ - | \$ 5,056,307 | \$ 4,917,329 | \$ 25,632 | \$ 164,610 |
| Australian Music Radio Airplay Project (Amrap) | \$ 635,639 | (\$72,354) | \$ - | \$ - | \$ 563,285 | \$ 557,123 | \$ - | \$ 6,162 |
| CBOonline | \$ 653,880 | (\$74,430) | \$ - | \$ - | \$ 579,450 | \$ 573,111 | \$ - | \$ 6,339 |
| National Training | \$ 697,379 | (\$79,381) | \$ 3,688 | \$ - | \$ 621,686 | \$ 548,987 | \$ - | \$ 72,699 |
| Digital radio project | \$ 4,460,504 | (\$70,000) | \$ - | \$ - | \$ 4,390,504 | \$ 4,366,634 | \$ - | \$ 23,870 |
| Sector Development Initiatives | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Multiplatform Distribution Project | \$ 611,619 | (\$69,620) | \$ 100,516 | \$ - | \$ 642,515 | \$ 575,000 | \$ - | \$ 67,515 |
| National Training - Industry capacity & Skills development | \$ 611,619 | (\$69,620) | \$ 35,522 | \$ - | \$ 577,521 | \$ 564,495 | \$ - | \$ 13,026 |
| Enhanced National Radio News Programming fund | \$ 815,492 | (\$92,826) | \$ 726 | \$ - | \$ 723,392 | \$ 620,000 | \$ - | \$ 103,392 |
| | \$ 20,975,000 | (\$1,899,284) | \$ 469,160 | \$ 3,890 | \$ 19,548,766 | \$ 19,077,544 | \$ 113,288 | \$ 584,510 |

Administration costs as a percentage of total Funding 9.055%
 Administration cost cap - maximum specified in the Funding Agreement 10%

A: Grant funding received from the Commonwealth in accordance with Funding Agreement including additional indexation.

B: Administration Costs deducted from Commonwealth funding in accordance with item B.1(l). Note that actual administration costs were 9.055%, which is below the cap of 10% specified in the agreement.

C: Uncommitted Costs carried forward from prior year, these were approved to be carried forward in November 2022

D: Returned, withdrawn or cancelled grants, represent funds which grantees have been unable to spend and where the grant has been withdrawn or cancelled. Such funds are returned to the funding pool to be committed as grants in the future.

E: Total Funds for distribution is determined as follows:

- Commonwealth Funding Received (A)
- LESS Administration Costs (B)
- PLUS Uncommitted funds carried forward from prior year (C)
- PLUS Returned, withdrawn or cancelled grants from prior year (D)

F: Grants committed, represents grants which have been committed to be paid during the current financial year. Some of these grants have been paid and the remainder is scheduled to be paid before the end of the financial year.

G: Committed grants cancelled & returned, represents commitments which have been cancelled and will be re-committed to be paid before the end of the financial year.

H: Uncommitted funds at 31 December 2022, represent funds which have not yet been committed but all funds are expected to be committed before the end of the financial year.

From: Carlon, Adam
Sent: Monday, 6 March 2023 10:51 AM
To: Jo Curtin
Cc: Rachel Rees; s22(1)(a)(ii); s22(1)(a)(ii); s22(1)(a)(ii)
Subject: CBF 6-month Performance Report [SEC=OFFICIAL]
Attachments: CBF 6-month Performance Report 31 Dec 2022.pdf

OFFICIAL

Hi Jo,

Thanks for sending through the six-month report and as discussed, we are also excited about the launch of the National Cultural Policy and the recognition of the role of community broadcasting in Australia's cultural landscape.

Thanks for giving some additional context to the team on the breakdown of the administration costs. We understand that you have reached the flat percentage across the streams with the exception of the Digital Radio Project over time and through agreement with the sector on its appropriateness.

I confirm acceptance of the six-month performance report.

I hope the Board enjoyed my virtual attendance at the last meeting. I find this a useful opportunity to update the Board on our work. I've noted Ian's interest in discussing early findings and/or trends in the CBP evaluation. This might need to be a longer conversation than the usual update, but we can discuss as the evaluation progresses. We will have a more detailed timeline in the coming weeks, but I suspect a catch-up in early to mid-May will be helpful. Depending on other commitments, I'll try and attend a board meeting in person around that time, and possibly try to catch-up with Ian separately. It would be helpful to know what the future Board meeting dates are, if these are known.

I look forward to meeting with you at the monthly catch-up in April including discussion on the four-year report, special indexation and the grant agreement variation.

Regards,

Adam

Adam Carlon

Assistant Secretary, Media Industry & Sustainability Branch

Online Safety, Media and Platforms Division

adam.carlon@infrastructure.gov.au

P +61 2 6271 s22(1)(a) • M s22(1)(a)(ii)
1)(a)

From: Jo Curtin s47F
Sent: Tuesday, 31 January 2023 3:33 PM
To: Carlon, Adam <adam.carlon@infrastructure.gov.au>
Cc: s22(1)(a)(ii); s22(1)(a)(ii) <[s22\(1\)\(a\)\(ii\)@INFRASTRUCTURE.gov.au](mailto:s22(1)(a)(ii)@INFRASTRUCTURE.gov.au)>; Rachel Rees s47F; Niraj Shah s47F
Subject: CBF 6-month Performance Report

Hi Adam,

Very exciting to see the National Cultural Policy launch yesterday – I’m sure there must be a buzz in your office today!

Less exciting (probably), but just as important (maybe) - please find attached our 6 month performance report.

Let me know if you have any questions or need anything further.

Cheers,
Jo.

Jo Curtin
Chief Executive Officer



Community Broadcasting Foundation
Level 7, 369 Royal Parade, Parkville VIC 3052

—
Wurundjeri Country

—
phone: 03 8341 5900

direct: s47F

mobile: s47F

email: s47F

pronouns: she/her

—
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OFFICIAL

OFFICIAL

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From: Jo Curtin s47F
Sent: Thursday, 6 April 2023 9:14 AM
To: s22(1)(a)(ii); Rachel Rees
Cc: s22(1)(a)(ii); s22(1)(a)(ii); Carlon, Adam
Subject: RE: Action/summary notes from monthly meeting - 5 Apr 2023 [SEC=OFFICIAL]

Thanks s22(1)(a).

Talk soon,
 Jo.

From: s22(1)(a)(ii) s22(1)(a)(ii) @infrastructure.gov.au>
Sent: Wednesday, 5 April 2023 6:52 PM
To: Rachel Rees s47F; Jo Curtin s47F
Cc: s22(1)(a)(ii) <s22(1)(a)(ii)@INFRASTRUCTURE.gov.au>; s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; Carlon, Adam <adam.carlon@infrastructure.gov.au>
Subject: Action/summary notes from monthly meeting - 5 Apr 2023 [SEC=OFFICIAL]

OFFICIAL

Hi Rachel and Jo,

Thanks for your time today and nice to see you.

Here are the summary action points and items for future discussion out of today's meeting. If there is anything to add/any questions, please let me know.

Evaluation

- * Media Programs to send evaluation letter to CBF
- * CBF to send out letter via SmartyGrants (Thurs 6 Apr)
- * Media Progs to send penultimate version of survey to CBF
- * Jo to call Adam straight away if there are any 'clangers' in the survey
- * Media Progs to send draft data sharing agreement to CBF in coming weeks

Contract variation

- * CBF to send Media Programs updated table covering all funding streams, showing funds committed in future years where possible (asterixis ok for anything pending. Contact s22(1)(a) with any Qs)
- * Media Progs to draft contract variation for 23/24 and send to CBF to meet timing for round 1 grant allocations

Four year forecast report

- * Media programs to send further guidance to CBF on what will be required for the four year forecast report milestone noting that a number of future projections are dependent on Roadmap2023 outcomes.

Minister media releases/announcements

- * Minister will want to make an announcement for round 1 funding allocations which could either be at the same time as/as a way to build momentum towards the Roadmap launch
- * Media programs to work with CBF towards a joint media plan including drafting of media release in May/June for round 1 outcomes with a range of vignettes/stories/case studies

For May meeting (next proposed agenda will be circulated in the week prior)

- * Media programs to update CBF on evaluation progress
- * CBF to advise on timing for evaluation discussion. Options raised were:

- o Squeeze into Board meeting agenda 9 June (otherwise dedicated to round 1 sign-off)
- o Conversation prior to 21 June joint CBF/CBAA meeting in person in Sydney - joint meeting for roadmap sign-off
- o As part of 21 June meeting - there will be some time for CBF-only Board

**

Warm regards,

s22(1)
 s22(1)(a)(ii) (she/her)

Assistant Director Media Programs, Media Industry & Sustainability Online Safety, Media & Platforms

s22(1)(a)(ii)@infrastructure.gov.au

P +61 2 6271 s22(1)
 s22(1)(a)(ii)
 GPO Box 594 Canberra, ACT 2601

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infrastructure.gov.au

I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
 I recognise and respect their continuing connection to the land, waters and communities.
 I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.

OFFICIAL

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From: Jo Curtin §47F
Sent: Thursday, 6 April 2023 5:42 PM
To: Carlon, Adam
Cc: §22(1)(a)(ii); §22(1)(a)(ii); §22(1)(a)(ii); Rachel Rees
Subject: RE: CBF 12 Month Performance Report [SEC=OFFICIAL]

Thanks for that Adam, much appreciated.

Have a good Easter break!

Jo.

From: Carlon, Adam
Sent: Thursday, 6 April 2023 4:08 PM
To: Jo Curtin
Cc: §22(1)(a)(ii); §22(1)(a)(ii); §22(1)(a)(ii); Rachel Rees
Subject: RE: CBF 12 Month Performance Report [SEC=OFFICIAL]

OFFICIAL

Hi Jo,

Nice to meet with you virtually yesterday. As promised, below is some guidance on the 4-year forecast report and our response to the 12-month performance report.

We're happy to receive some more narrative based reporting for the years beyond 2023/24 that contemplates potential outcomes/impact of the Roadmap and CBP evaluation – with an update to follow once those variables have been settled.

Hopefully this is relatively straightforward, but please contact the team if you have any further questions.

4-year forecast report

Please see the below guidance for reporting purposes under the Grant Agreement.

As discussed, we understand that some of this information will be very much linked to the Roadmap2033 finalisation and some you have shared with us through other means throughout the year.

We will however, require a response against each of the below points in the form of a concise report to meet this milestone. It is acceptable to include information that you have already provided us and contextualise it for the below requirements.

We have included some additional guiding questions or statements which are not exhaustive, but designed to help frame information against each requirement.

- a. **analysis and evaluation of the activities specified in the Activity Budget as sector development initiatives, including any evidence, strategic context and advice to assist the Commonwealth with consideration for the continuation or variation of the initiatives;**

Considering we are working towards the variation for 23/24 and allocation of funding to sector development initiatives:

- Digital Radio – see below
- Multiplatform Distribution Project – 21/22 to 24/25 funding deed is in place with CBAA. Is there any further strategic context e.g. a summation of strategic priorities that supports its continuation from 12-month performance report? Any other evaluation activities that can be reported to the department and when they will be available.
- National Training - Industry capacity & Skills development – any trend data on different training streams. Any unmet demand for training/further information on allocation of development & operations grants to national training – industry capacity and skills development.
- Enhanced National Radio News Programming fund – reference to the ENNP evaluation 2022 and any key findings in the form of advice.
 - b. **analysis of the activities identified in the Activity Budget as Digital Radio, describing the outcomes achieved and evaluating the sustainability of the business model under the proposed Digital Radio funding from Financial Year 2023-24 and beyond;**
 - What the next reporting will include on Digital Radio under the multi-year sector investment agreement with CBAA. Justification for continuing with the current business model in the future (you've previously talked about until 24-25) and what factors have been considered in reaching this decision.
 - c. **description of any relevant outcomes and efficiency improvements following the Grantee's expected review of its structure and governance review;**
 - Any further updates on implementation of governance review outcomes e.g. updates that have been provided to your Board or any projected implementation of changes. If this is paused, expected date to return to this.
 - d. **the Grantee's vision for the Financial Years 2023-24 to 2026-27 which may include any proposed variation to the Activity Budget.**
 - Early insights from Roadmap2023 and what they may mean for CBF going forward - naming dependencies where relevant
 - Early insights on position on particular areas (i.e. subject to roadmap work) E.g. First Nations funding - how would CBF respond to a change in approach

12-month performance report

We have reviewed the report and appendices – thank you for your efforts in providing the data requested where available and relevant justifications, noting CBAA is updating some of its research methodologies and the pandemic impacted data on some points. We will look at the need to review these data points in future.

We will also work with you to establish reporting for the 22/23 year that allows us to more easily review trend data across the various reporting requirements across years.

I confirm acceptance of the twelve-month performance report.

Regards,

Adam

Adam Carlon

Assistant Secretary, Media Industry & Sustainability Branch
 Online Safety, Media and Platforms Division
adam.carlon@infrastructure.gov.au
 P +61 2 6271 s22(1)(a) • M s22(1)(a)(ii)
) (a)

OFFICIAL

From: Jo Curtin s47F
Sent: Thursday, 16 March 2023 11:23 AM
To: Carlon, Adam <adam.carlon@infrastructure.gov.au>
Cc: s22(1)(a)(ii) <s22(1)(a)(ii)> @INFRASTRUCTURE.gov.au; s22(1)(a)(ii) <s22(1)(a)(ii)> @infrastructure.gov.au; s22(1)(a)(ii) <s22(1)(a)(ii)> @infrastructure.gov.au; Rachel Rees s47F
Subject: CBF 12 Month Performance Report

Good morning Adam,

Please find attached the CBF's 12 Month Performance Report for 2021/22. Thanks for the additional time to get this to you.

Given the file size, I'll attach the main report here and attach the appendices in a separate email.

As always, if you have any questions, please get in touch.

Cheers,
 Jo.

Jo Curtin
 Chief Executive Officer



Community Broadcasting Foundation
 Level 7, 369 Royal Parade, Parkville VIC 3052

—
 Wurundjeri Country

—
 phone: 03 8341 5900

direct: s47F

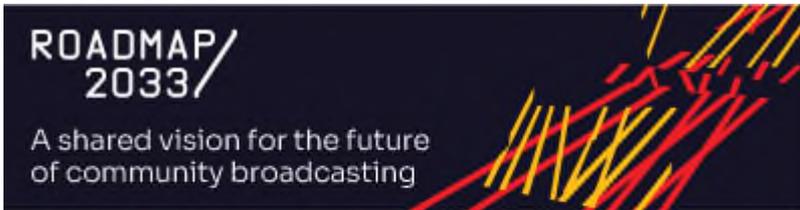
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From: Jo Curtin ^{s47F}
Sent: Tuesday, 23 May 2023 2:32 PM
To: Carlon, Adam
Cc: ^{s22(1)(a)(ii)}; ^{s22(1)(a)(ii)}; ^{s22(1)(a)(ii)} Rachel Rees
Subject: RE: Request to excise community television exclusion clause [SEC=OFFICIAL]

Thanks Adam.

From: Carlon, Adam
Sent: Tuesday, 23 May 2023 12:26 PM
To: Jo Curtin
Cc: ^{s22(1)(a)(ii)}; ^{s22(1)(a)(ii)}; ^{s22(1)(a)(ii)}; Rachel Rees
Subject: RE: Request to excise community television exclusion clause [SEC=OFFICIAL]

OFFICIAL

Hi Jo,

We're happy to support this request, which we'll formalise in a response back to you with a variation to the funding agreement, while also picking up the indexation and reporting changes, which ^{s22(1)(a)} will discuss with you.

As we discussed, the main risk we would want to appropriately manage is that the CBP isn't seen to be overly investing in terrestrial transmission funding, while there is still an expectation that community TV transitions to online delivery when an alternative use for the spectrum has been decided. This should be a factor in any community television grant applications that have a significant transmission focus. I don't think we need to prescribe how this consideration is undertaken by the Board, but it would be useful to have some visibility of the extent to which this is an issue and how CBF is managing it – in future grant rounds.

My expectation is that we will communicate this formally to you in the letter attached to the funding agreement variation, but without a prescriptive clause, on the expectation that you will proactively raise with us if it becomes an issue. This discussion will also provide an opportunity for us to communicate any updates in government policy that can help inform the CBF Board's deliberations on those grants.

Cheers,

Adam

Adam Carlon

Assistant Secretary, Media Industry & Sustainability Branch

Online Safety, Media and Platforms Division

adam.carlon@infrastructure.gov.au

P +61 2 6271 ^{s22(1)(a)} • M ^{s22(1)(a)(ii)}

OFFICIAL

From: Jo Curtin ^{s47F}
Sent: Thursday, 11 May 2023 4:30 PM
To: Carlon, Adam <adam.carlon@infrastructure.gov.au>
Cc: ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)} @INFRASTRUCTURE.gov.au>; ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)} @infrastructure.gov.au>; ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)} @infrastructure.gov.au>; Rachel Rees

s47F

Subject: Request to excise community television exclusion clause

Dear Adam,

We understand that the variation letter detailing the activity budget allocation for 2023-24 that will accommodate the additional \$4m in funding plus indexation available in the Community Broadcasting Program is being finalised shortly – thank you for your quick turnaround on this.

In speaking with our colleagues at the Australian Community Television Alliance yesterday, we were reminded of the clause in our funding deed that prevents CBP General and Transmission funds from supporting any activities that are not associated with the online delivery of these services (clause B 2.d(iv) in the Grant Details).

Given the shift in policy announced by Minister Rowland in relation to support for community television's continued access to terrestrial broadcast spectrum (while it is available) we would like to request that the clause be excised from our Grant Agreement to align it with Government policy.

Is any further information required or are there other factors that might impact on the consideration of this matter? We would be happy to discuss how to best progress this at our next catch up, or to expedite this change within the same variation letter mentioned above, if feasible.

Kind regards,
Jo.

Jo Curtin
Chief Executive Officer



Community Broadcasting Foundation
Level 7, 369 Royal Parade, Parkville VIC 3052

—
Wurundjeri Country

—
phone: 03 8341 5900

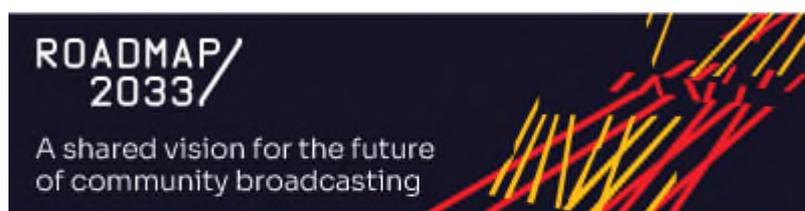
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From: s22(1)(a)(ii)
Sent: Friday, 26 May 2023 4:24 PM
To: Rachel Rees; Jo Curtin
Cc: s22(1)(a)(ii)
Subject: RE: indexation [SEC=OFFICIAL]

OFFICIAL

Hi Rachel,

Sorry I missed your call earlier and thanks for this email.

Thanks too for coming back to us quickly on this question and that absolutely makes sense. We will get the variation finalised for your review on that basis.

I just tried to give you a call back re clarification on the indexation into the future point and happy to discuss early next week/at a convenient time (noting we have a public holiday on Monday here in Canberra).

Have a lovely weekend all.

Warm regards,

s22(1)(a)(ii)

OFFICIAL

From: Rachel Rees s47F
Sent: Friday, 26 May 2023 1:21 PM
To: s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>; Jo Curtin s47F
Cc: s22(1)(a)(ii) <s22(1)(a)(ii)@INFRASTRUCTURE.gov.au>
Subject: Re: indexation [SEC=OFFICIAL]

Hi s22(1)(a)(ii)

I tried to call this morning to finalise the question regarding indexation.

On consideration, we do feel that we need to maintain the current position and go with the figures that you and I initially discussed. Having already been through the Grants Advisory Committee meetings, altering the recommendations at this point is not ideal, particularly given the consistently high demand for station level grants.

Having said the above, we would like to revisit the idea of indexation on the whole grant amount within the context of the wider funding conversation to come i.e. the implications on the funding streams relating to the outcomes of the Sector Roadmap and the review.

We are in the process of finalising the Board reports and outcomes from the Committee meetings at the moment, so I'll send through the high-level stats early next week so you can see the unmet demand from this Round.

Feel free to call if you need to discuss further, otherwise we look forward to receiving the Variation in due course.

Many thanks
 Rachel

From: s22(1)(a)(ii) <s22(1)(a)(ii)> @infrastructure.gov.au>
Sent: 25 May 2023 08:53
To: Jo Curtin s47F
Cc: Rachel Rees s47F; s22(1)(a)(ii) <s22(1)(a)(ii)> @INFRASTRUCTURE.gov.au>
Subject: RE: indexation [SEC=OFFICIAL]

OFFICIAL

Good morning Jo,

Letting you know I will be offline today. Please contact s22(1)(a) if you would like to talk this through further today.

Warm regards,

s22(1)(a)(ii)
OFFICIAL

From: s22(1)(a)(ii)
Sent: Wednesday, 24 May 2023 4:39 PM
To: 'Jo Curtin' s47F
Cc: Rachel Rees s47F
Subject: RE: indexation [SEC=OFFICIAL]

OFFICIAL

Hi Jo,

No worries at all.

Happy to discuss further tomorrow. Adam is supportive of a higher allocation to the streams where there is high demand as you raised earlier. If you decide this is the best approach, it would be great if you can give us an idea of how much unmet demand there is.

Warm regards,

s22(1)(a)(ii)

OFFICIAL

From: Jo Curtin s47F
Sent: Wednesday, 24 May 2023 4:01 PM
To: s22(1)(a)(ii) <s22(1)(a)(ii)> @infrastructure.gov.au>
Cc: Rachel Rees s47F
Subject: indexation

Hi s22(1)(a)(ii)

Just a quick one to let you know that we'll need to get back to you on the indexation question tomorrow if that's ok. Sorry for the delay, we're just taking a moment to think through the implications.

Talk to you tomorrow,
Jo.

Jo Curtin
Chief Executive Officer

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Level 7, 369 Royal Parade, Parkville VIC 3052 Wurundjeri Country
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Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
Attention: Mr Adam Carlon/Assistant Secretary, Media Industry
and Sustainability Branch
2 Philip Law Street
CANBERRA ACT 2601
ABN: 51491646726

Invoice Date
1 Jul 2023

Invoice Number
INV-0266

Reference
CBP Funding Deed
2023-24

ABN
49 008 590 403

COMMUNITY
BROADCASTING
FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

| Description | Quantity | Unit Price | GST | Amount AUD |
|---|----------|---------------|------------------|----------------------|
| Payment instalment 3 for 2023-24 under the Community Broadcasting Program Funding Agreement Letter Deed of Variation between the Department of Infrastructure, Transport, Regional Development, Communications and the Arts and the Community Broadcasting Foundation, dated 9 June 2023. | 1.00 | 21,893,000.00 | 10% | 21,893,000.00 |
| | | | Subtotal | 21,893,000.00 |
| | | | TOTAL GST 10% | 2,189,300.00 |
| | | | TOTAL AUD | 24,082,300.00 |

Due Date: 31 Jul 2023

Payment can be made directly to our account:
Community Broadcasting Foundation

5470(1)(a)

Please notify us when paying by direct deposit, quoting the invoice number.
info@cbf.org.au

PAYMENT ADVICE

To: COMMUNITY BROADCASTING FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

Customer Department of Infrastructure,
Transport, Regional
Development, Communications
and the Arts

Invoice Number INV-0266

Amount Due 24,082,300.00

Due Date 31 Jul 2023

Amount Enclosed

Enter the amount you are paying above

s22(1)(a)(ii)

From: s22(1)(a)(ii)
Sent: Tuesday, 23 April 2024 1:43 PM
To: s22(1)(a)(ii)
Subject: FW: Error in Variation [SEC=OFFICIAL]

OFFICIAL

Can we add this to the indexation deed letter? s22(1)(a)

OFFICIAL

From: Rachel Rees s47F
Sent: Tuesday, 26 September 2023 9:25 AM
To: s22(1)(a)(ii) <s22(1)(a)(ii)> @INFRASTRUCTURE.gov.au
Cc: Jo Curtin s47F
Subject: Re: Error in Variation [SEC=OFFICIAL]

Sounds good - thanks s22(1)(a)

Cheers

Rachel

From: s22(1)(a)(ii) <s22(1)(a)(ii)> @INFRASTRUCTURE.gov.au
Sent: 26 September 2023 09:11
To: Rachel Rees s47F
Cc: Jo Curtin s47F
Subject: RE: Error in Variation [SEC=OFFICIAL]

OFFICIAL

Hi Rachel

Thanks for picking up that error. You are right, it should read \$800,000 (not \$600,000). We will need to fix it up next time we are varying the agreement. As per the agreement, we update the figures when inflation changes in the Budget papers so we will update the figure next time we go through this process.

s22(1)(a)

OFFICIAL

From: Rachel Rees s47F
Sent: Monday, 25 September 2023 6:03 PM
To: s22(1)(a)(ii) s22(1)(a)(ii) @INFRASTRUCTURE.gov.au>
Cc: Jo Curtin s47F
Subject: Error in Variation

HI s22(1)(a)

Was checking the Funding Deed variation for something and have noticed a typo in the budget table!

Attached on page 7 - I have highlighted the error which should read \$800,000 (not \$600,000). The total is correct just the News line item itself is a typo.

Not sure what we need to do about this?

Cheers

Rachel

Rachel Rees

Executive Officer

Community Broadcasting Foundation

Level 7, 369 Royal Parade, Parkville VIC 3052

□

Wurundjeri Country

□

phone: 03 8341 5900

direct: s47F

mobile: s47F

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Wurundjeri Country

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ABN 49 008 590 403

Tuesday 31 October 2023

Margaret Lopez
Assistant Secretary
Media Industry & Sustainability Branch
Online Safety, Media and Platforms Division
Department of Infrastructure, Transport,
Regional Development and Communications
GPO Box 2154 Canberra ACT 2601

Via email to: margaret.lopez@infrastructure.gov.au

Dear Margaret,

Request for permission to retain unexpended 2022-23 funds

In accordance with the requirements of clause 16 of the Funding Agreement for the support of community radio broadcasting in 2021-22 to 2024-25 (as varied), I write to advise you that the CBF holds unexpended funds totalling \$394,371 from the funding support provided under that Agreement in 2022-23.

In accordance with the agreement, as per clause 16, these funds have been committed and used for the purpose specified under the Funding Agreement in FY2022-23. The unexpended funds held are shown by their original purpose in the table attached.

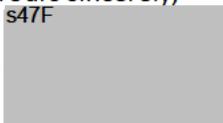
Unexpended funds do not necessarily arise from any reduction in sector demand but rather from returned grants, occasional anomalies in the grants assessment process (such as where a Grants Advisory Committee believes that applications received are not sufficiently developed or compelling to warrant allocation of all funds held), and occasional delays in the implementation of sector-wide projects. Summary detail in this respect is provided in the Notes to the table.

As the purpose for which the unexpended funds detailed in the attached table were supplied is in each case a continuing need the Foundation seeks the Department's agreement to retain and use all unexpended funds held for the original purpose for which they were provided.

I look forward to receiving notification of your decision on this matter. Please contact me if you require any further information.

Yours sincerely,

s47F



Jo Curtin
Chief Executive Officer

Cc: s22(1)(a)(ii), Director National and Community Broadcasting, Media Branch, Department of Infrastructure, Transport, Regional Development and Communications.

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| Request for Carry Forward Funds at 30 June 2023 | Unallocated funds as at 30 June 2023 | Notes |
|--|---|-------|
| Ethnic Community Broadcasting fund | 123,484 | 1 |
| First Nations Community Broadcasting fund | 7,800 | 1 |
| RPH Community Broadcasting fund | 1,110 | 1 |
| General and Transmission support fund | 68,975 | 1 |
| Australian Music Radio Airplay Project (Amrap) | 6,162 | 4 |
| CBOonline | 6,339 | 4 |
| National Training | 72,698 | 2 |
| Digital radio project | 23,870 | 4 |
| Multiplatform Distribution Project | 67,515 | 3 |
| National Training - Industry capacity & Skills development | 13,026 | 2 |
| Enhanced National Radio News Programming fund | 3,392 | 4 |
| | 394,371 | |

1. Returned or withdrawn grants not yet allocated
2. Insufficiently developed fundable applications
3. These funds have been committed by the board to assist stations with the purchase of audio encoders. Funds will be paid to the project manager on presentation of detailed invoices.
4. Difference between estimated and actual administration levy (funds allocated to multi-year grants before finalisation of the CBF administration levy).

From: s22(1)(a)(ii)
Sent: Thursday, 23 November 2023 11:44 AM
To: Jo Curtin
Cc: Rachel Rees; Lopez, Margaret; s22(1)(a)(ii)
Subject: CBF Board Meeting [SEC=OFFICIAL]

OFFICIAL

Dear Jo

CBF Board Meeting

Thank you for coming to Canberra this week and spending time with the Department.

We are looking forward to hosting the CBF Board in our building tomorrow. We will meet you and your board when you arrive and for our 9am session with the board. We then expect to leave you to your meeting from 9.30 (but will have people on hand to help you with anything you may need during the day). While our building has some interesting quirks, s22(1)(a) has been very busy making the arrangements for your visit so hopefully everything goes smoothly.

Ahead of the meeting I wanted to thank you for providing the following documents to the Department:

1. Audited Financial Statements in relation to expenditure of 2021-22 funds authorized to be carried forward into 2022-23
2. 2022-23 Audited Financial Statements of the CBF
3. Request for permission to retain unexpended 2022-23 funds

I confirm that these documents meet the requirements of the Grant Agreement (and its variations) that we signed with CBF on 8 November 2021. As per the agreement, we agree your request to retain and use unexpended funds for the original purpose for which they were provided.

Regards

s22(1)(a)(ii)

Director, Media Programs

s22(1)(a)(ii)

OFFICIAL

From: Jo Curtin ^{s47F}
Sent: Friday, 22 March 2024 10:36 AM
To: Lopez, Margaret
Cc: ^{s22(1)(a)(ii)} ; ^{s22(1)(a)(ii)} Rachel Rees
Subject: RE: CBF 12 Month Performance Report [SEC=OFFICIAL]

Hi Margaret,

Thanks for that. Certainly – we don't seem to have a date in our diaries for our regular catch up, so we'll follow that up with ^{s22(1)(a)}. Would be happy to add administrative cost trend and our approach to that agenda.

FYI one of the strategic discussions the CBF Board will be beginning at their meeting tomorrow is to what degree we are open to engaging in the News Media Assistance Program if the opportunity presents itself - from the perspective of working in partnership with Government to assist with grant-making. I'm not sure if the Board will have questions relating to NewsMAP prior to their discussion later in the day, but it may be helpful for you to have that in mind when you join the meeting.

The Board will also be keen to hear from you about any movement on the publication of the discussion paper in relation to the Sustainability of Community Broadcasting Review. And what the implications of the delay are likely to be.

Many thanks Margaret, see you in zoom tomorrow,
 Jo.

From: Lopez, Margaret
Sent: Friday, 22 March 2024 8:36 AM
To: Jo Curtin
Cc: ^{s22(1)(a)(ii)} ; ^{s22(1)(a)(ii)} ; Rachel Rees
Subject: RE: CBF 12 Month Performance Report [SEC=OFFICIAL]

OFFICIAL

Dear Jo

Thanks for your recent emails providing the 12-month performance report. We have reviewed the report and appendices – we appreciate your efforts in providing such a comprehensive report.

I confirm acceptance of the twelve-month performance report and look forward to seeing you (via Zoom) at the Board meeting tomorrow.

Now that we have two reports of this type, it was interesting to compare the data points across years. We are interested to understand overall trends across time as we move forward to the next 12 months. For instance, I note that your administration costs were 8.2 per cent in 2022-2023 which is an increase on the 6.4 per cent in 21-22.

Perhaps we could discuss trends over time in relation to this and other data points in the report at a future meeting?

Kind regards,

Margaret Lopez

Assistant Secretary • Media Industry and Sustainability • Online Safety, Media and Platforms

Margaret.Lopez@communications.gov.au

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GPO Box 594 Canberra, ACT 2601

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I recognise and respect their continuing connection to the land, waters and communities.

I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.

OFFICIAL

From: Jo Curtin ^{s47F}
Sent: Wednesday, 28 February 2024 5:23 PM

To: Lopez, Margaret <Margaret.Lopez@communications.gov.au>

Cc: §22(1)(a)(ii) <§22(1)(a)(ii)@INFRASTRUCTURE.gov.au>; Rachel Rees §47F

Subject: CBF 12 Month Performance Report

Dear Margaret,

Please find attached the CBF's 12 Month Performance Report for 2022/23 as required by our Grant Agreement. The report is a detailed summary of the range of outcomes of CBP funding via our grant programs and hopefully it provides you and your team with useful context and information about our work and that of the community broadcasting sector.

Given the file size, I'll attach the main report here and attach the appendices in a separate email.

As always, if you have any questions, please get in touch.

Hope you have a happy bonus leap day tomorrow – an extra day at work! We reckon it should be a global public holiday, don't you?

Cheers,

Jo.

Jo Curtin

Chief Executive Officer



Community Broadcasting Foundation

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—

Wurundjeri Country

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mobile: §47F

email: §47F

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From: §22(1)(a)(ii)
Sent: Wednesday, 24 April 2024 12:48 PM
To: Lopez, Margaret; §22(1)(a)(ii)
Subject: FW: Round 1 application figures [SEC=OFFICIAL]

OFFICIAL

For discussion at our next meeting with CBF. §22(1)(a)

OFFICIAL

From: Jo Curtin §47F
Sent: Wednesday, 24 April 2024 9:51 AM
To: §22(1)(a)(ii) <§22(1)(a)(ii)> @INFRASTRUCTURE.gov.au>
Cc: Rachel Rees §47F
Subject: Round 1 application figures

Hi §22(1)(a)

Thought it would be worth sharing these figures with you [] the application numbers for Round 1 currently being assessed.

In our first grant round for 2024/25 there has been a substantial increase in both the number of applications and the total sum of funds requested. We are looking at approximately \$19.7M requested in Development & Operations and Content grants in our first round of the year, with just \$9.3M funds available for round one.

Detail on the increased request for funding:

Grant Program

Number of applications Rd 1 2024/25

Amount requested
Rd 1 2024/25

Funds available

Rd 1 2024/25

Number of allocations Rd 1 2023/24

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Amount allocated

Rd 1 2023/24

Development & Operations

160

\$13,360,308

\$5,858,277

107

\$5,415,623

Content

160

\$6,387,284

\$3,450,030

126

\$3,473,915

Total

320

\$19,747,592

\$9,308,307

233

\$8,889,538

The grant applications are currently being assessed, and our Board will be making decisions on allocations at its 14 June meeting.

Happy to talk through this further when we meet in a couple of weeks.

Cheers,

Jo.

Jo Curtin
Chief Executive Officer

Community Broadcasting Foundation

Level 7, 369 Royal Parade, Parkville VIC 3052

▭

Wurundjeri Country

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Department of Infrastructure, Transport,
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MEDIA PROGRAMS / COMMUNITY BROADCASTING

File Note

| | | | |
|---------------------|--|-------------|---------------|
| MEETING NAME | Regular catch up with the Community Broadcasting Foundation (CBF) | | |
| PURPOSE | To discuss the Community Broadcasting Program (CBP) and issues facing the sector | | |
| DATE | 14 May 2024 | TIME | 14:00 – 15:15 |
| ATTENDEES | DITRDCA – Margaret Lopez (AS), s22(1)(a)(ii) (Director), s22(1)(a)(ii) (AD) CBF – Jo Curtin (CEO), Rachel Rees (EO) | | |
| APOLOGIES | Nil | | |
| PREPARED BY | s22(1)(a)(ii) | | |

Administration costs and trends

s47C

s45

s47C

s45

s45

s47C

s45, s47(1)(b)

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s45

s47C

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From: Rachel Rees s47F
Sent: Thursday, 16 May 2024 4:43 PM
To: s22(1)(a)(ii)
Cc: Jo Curtin; CommunityBroadcasting; s22(1)(a)(ii)
Subject: Re: Confirmation of 24/25 funding lines [SEC=OFFICIAL]

Thanks for confirming so quickly s22(1)(a)(ii)

Much appreciated.
Cheers
Rachel

From: s22(1)(a)(ii) s22(1)(a)(ii) @infrastructure.gov.au
Sent: 16 May 2024 16:03
To: Rachel Rees s47F
Cc: Jo Curtin s47F ; CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>; s22(1)(a)(ii) <s22(1)(a)(ii)@INFRASTRUCTURE.gov.au>
Subject: RE: Confirmation of 24/25 funding lines [SEC=OFFICIAL]

OFFICIAL

Hi Rachel

Thanks for the chat this afternoon.

I can confirm that the figures I provided below have indexation applied to them, and are final. The formal letter deed will include the same figures. It's progressing and will be coming CBF's way for signing shortly.

All the best to the assessment committees this weekend!

Kind regards

s22(1)(a)(ii)

s22(1)(a)(ii)

Assistant Director • Media Industry and Sustainability Branch • Online Safety, Media and Platforms Division

s22(1)(a)(ii) @infrastructure.gov.au

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From: Rachel Rees s47F
Sent: Thursday, 16 May 2024 11:34 AM
To: s22(1)(a)(ii) <s22(1)(a)(ii)@infrastructure.gov.au>

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Cc: Jo Curtin ^{s47F}; CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>; ^{s22(1)(a)(ii)}
 <^{s22(1)(a)(ii)}>@INFRASTRUCTURE.gov.au
 Subject: Re: Confirmation of 24/25 funding lines [SEC=OFFICIAL]

Hi ^{s22(1)(a)(ii)}

Thanks again for these figures.

We usually get a notice of adjustment from the yearly figures within the Deed - can I confirm whether there is a small uplift to come or if these are the final figures for the 2024/25 year?

Many thanks
 Rachel

From: ^{s22(1)(a)(ii)} <^{s22(1)(a)(ii)}>@infrastructure.gov.au
 Sent: 15 May 2024 14:43
 To: Rachel Rees ^{s47F}
 Cc: Jo Curtin ^{s47F}; CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>; ^{s22(1)(a)(ii)}
 <^{s22(1)(a)(ii)}>@INFRASTRUCTURE.gov.au
 Subject: RE: Confirmation of 24/25 funding lines [SEC=OFFICIAL]

OFFICIAL

Hi Rachel

Thanks for your email, and likewise.

We are progressing the variation to the letter deed, and will send it to you shortly. The budget lines for FY 2024-25 are as per the 2023-24 letter deed:

| Expenditure item | FY 2023-24 (GST excl.) | FY 2024-25 (GST excl.) |
|--|---------------------------|---------------------------|
| Recurring activities | | |
| Ethnic Community Broadcasting fund | \$4,460,580 | \$4,643,728 |
| First Nations Community Broadcasting fund | \$1,356,859 | \$1,412,570 |
| RPH Community Broadcasting fund | \$1,451,763 | \$1,511,372 |
| General and Transmission Support fund | \$5,923,692 | \$6,126,242 |
| Australian Music Radio Airplay Project (Amrap) | \$671,756 | \$699,338 |
| CBOOnline | \$691,034 | \$719,406 |
| National Training | \$737,005 | \$767,266 |
| Digital Radio | \$2,600,311 | \$2,707,078 |
| Sector development initiatives | | |
| Digital Radio | \$2,000,000 | \$2,000,000 |
| Multiplatform Distribution Project | \$600,000 | \$600,000 |
| National Training - Industry capacity & skills development | \$600,000 | \$600,000 |
| Enhanced National Radio News Programming fund | \$800,000 | \$800,000 |
| Total | \$21,893,000 | \$22,587,000 |

Please let me know if you have any questions.

Kind regards

s22(1)
(a)(ii)

s22(1)(a)(ii)

Assistant Director • Media Industry and Sustainability Branch • Online Safety, Media and Platforms Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

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From: Rachel Rees s47F

Sent: Wednesday, 15 May 2024 11:00 AM

To: s22(1)(a)(ii) s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au); s22(1)(a)(ii)

<s22(1)(a)(ii) [@INFRASTRUCTURE.gov.au](mailto:s22(1)(a)(ii)@INFRASTRUCTURE.gov.au)>

Cc: Jo Curtin s47F

Subject: Confirmation of 24/25 funding lines

Hi s22(1)(a)(ii) and s22(1)(a)(ii)

Good to catch up yesterday.

As we mentioned the Grants Advisory Committees are meeting this weekend to review the Round 1 applications in order to provide their grant recommendations to the Board.

If possible, can we get confirmation on the breakdown of the funding lines in order to make sure we are using the appropriate budget breakdowns ahead of those meetings?

And as we discussed yesterday, I think any required variation can just focus on the updated budget lines and correction to the News funding line. Then we can discuss any other amendments required to the Deed itself in line with the renewal of the overall Agreement over the coming year or so.

Happy to chat this through if that is easier.

Many thanks

Rachel

Rachel Rees

Executive Officer



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From: Jo Curtin s47F
Sent: Thursday, 16 May 2024 4:56 PM
To: CommunityBroadcasting; Rachel Rees
Cc: s22(1)(a)(ii); s47F
Subject: RE: CBF/DITRDCA monthly meeting: 14 May 2024 action items [SEC=OFFICIAL]

Thanks s22(1)(a)(ii)! At our end, our new Operations and Governance Coordinator s47F is following up some visits for me for Alice Springs, I've cced her here so she can keep you posted how we go locking some in. But also worth having my mobile number handy so we can connect on the ground when we're there - s47F

From: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Sent: Thursday, 16 May 2024 4:09 PM
To: Jo Curtin s47F; Rachel Rees s47F
Cc: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>; s22(1)(a)(ii) s22(1)(a)(ii) @INFRASTRUCTURE.gov.au
Subject: CBF/DITRDCA monthly meeting: 14 May 2024 action items [SEC=OFFICIAL]

OFFICIAL

Hi Jo and Rachel

Thanks so much for your time on Tuesday, it was great to catch up with you.

s47C



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Hopefully you have our monthly teams meetings I scheduled in your calendar. We look forward to our next meeting on 28 June 2024.

I'm in interviews all of tomorrow, so I will reach out to Jo early next week regarding any visits I can piggyback on for Alice Springs – particularly if you are planning on visiting CAAMA or Impaja.

Kind regards

s22(1)(a)(ii)

s22(1)(a)(ii)

Assistant Director • Media Industry and Sustainability Branch • Online Safety, Media and Platforms Division

s22(1)(a)(ii) @infrastructure.gov.au

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From: Lopez, Margaret
Sent: Thursday, 23 May 2024 1:44 PM
To: Jo Curtin
Cc: s22(1)(a)(ii); Rachel Rees; s47F; s22(1)(a)(ii); s22(1)(a)(ii)
Subject: RE: Further emergency support for CTV [SEC=OFFICIAL]

OFFICIAL

Thanks Jo- I've asked s22(1)(a)(ii) to find a mutually convenient time.

Margaret Lopez

Assistant Secretary | Media Industry and Sustainability | Online Safety, Media and Platforms

Margaret.Lopez@infrastructure.gov.au

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From: Jo Curtin s47F
Sent: Wednesday, 22 May 2024 5:01 PM
To: Lopez, Margaret <Margaret.Lopez@communications.gov.au>

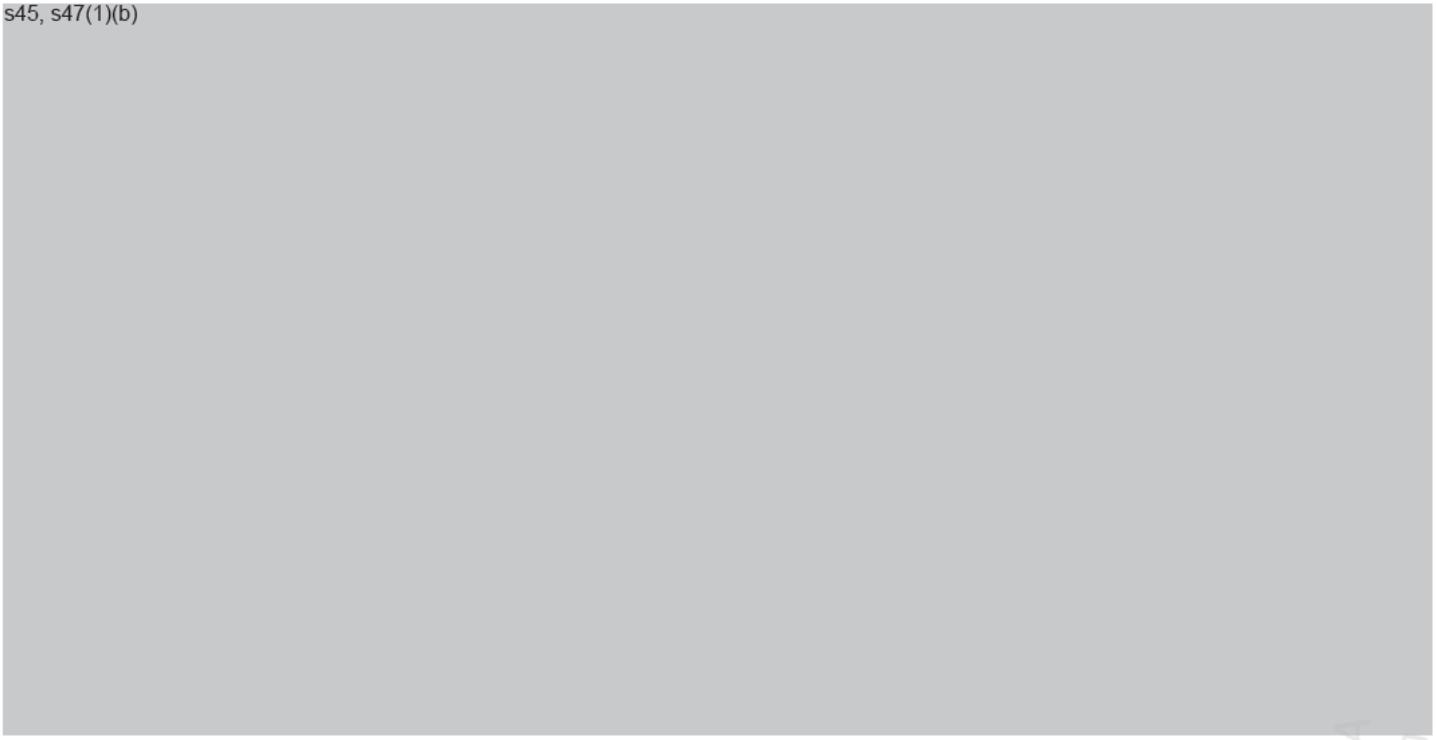
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Cc: s22(1)(a)(ii) s22(1)(a)(ii) @INFRASTRUCTURE.gov.au>; Rachel Rees s47F ; s47F
s47F ; s22(1)(a)(ii) s22(1)(a)(ii) @infrastructure.gov.au>

Subject: Further emergency support for CTV

Hi Margaret,

s45, s47(1)(b)



Many thanks,

Jo.

Jo Curtin
Chief Executive Officer

Community Broadcasting Foundation

Level 7, 369 Royal Parade, Parkville VIC 3052

☐

Wurundjeri Country

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From: Rachel Rees s47F
Sent: Friday, 24 May 2024 12:10 PM
To: s22(1)(a)(ii)
Cc: CommunityBroadcasting; Jo Curtin; s22(1)(a)(ii)
Subject: Re: Request for information: C31 and C44 CBP funding [SEC=OFFICIAL]
Attachments: CTV funded by the CBP 2019 -2025.xlsx

Hi s22(1)(a)(ii)

Hope your trip to Mparntwe was good and you enjoyed your station visits.

As requested, please find attached the grant outcomes for C31 and C44 for the last 5 years. I have also included grant outcomes for the Australian Community Television Alliance (ACTA) which represents both stations.

There is one tab for each organisation on the attached which I have also colour coded for ease of seeing the outcome of each application (green for successful and pink (or salmon?!) for unsuccessful). You will see there are quite a few applications for Content grants some of which could be under an auspicing arrangement with an independent producer that the Channel agrees to take on as the first broadcaster of the content.

As you may be aware, under the previous Government the below clause was inserted into the Deed covering the 2021/22 and 2022/23 financial years therefore restricting what C31 and C4 could apply for in those years:

Item B1, d.iv: General And Transmission support fund

Any funding provided directly to metropolitan community television providers should be for activities associated with the online delivery of services by these entities, consistent with the Government's policy that these providers transition to online service delivery by 30 June 2024.

You will note however on the attached that there is a successful grant for Transmission expenses for C44 in 2021/22. This is because the Deed itself was not finalised until November 2021 and we had already allocated and notified successful applicants of the outcome of those grants in June 2021. We discussed this situation with the Department at the time when the deed was finalised.

The above clause was then removed in the Funding Agreement Letter Deed dated 9 June 2023 with funding applying to the 2023/24 and 2024/25 financial years.

You will also see in the attached document that C31 applied for and received Development & Operations funding in both 2022/23 and 2023/24 for the development of the Community Television app and streaming service (CTV+). It is worth noting that the CTV+ app is a joint initiative of both stations that enhances their ability to provide community television content to audiences on multi-media platforms.

I have also provided the outcomes of the recent Round 1 2024/25 Grants Advisory Committee recommendations, but would request discretion at this stage as these recommendations are yet to be considered by the Board at their June 14 meeting.

If you require any further information, please do not hesitate to let me know.

Kind regards
Rachel

From: s22(1)(a)(ii) s22(1)(a)(ii) @infrastructure.gov.au>
Sent: 21 May 2024 16:04
To: Rachel Rees s47F s47F s47F
Cc: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Subject: Request for information: C31 and C44 CBP funding [SEC=OFFICIAL]

OFFICIAL

Hi Rachel and s47F

I hope you're both having a wonderful day.

Could I please trouble you for any grants that C31 and C44 have applied for and received through the CBP in the last 5 years, and if they have applied for any grants for Round 1 2024-25?

Kind regards

s22(1)(a)(ii)

s22(1)(a)(ii)

Assistant Director • Media Industry and Sustainability Branch • Online Safety, Media and Platforms Division

s22(1)(a)(ii) @infrastructure.gov.au

P +61 2 6136 s22(1)(a)(ii) M s22(1)(a)(ii)

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
CONNECTING AUSTRALIANS • ENRICHING COMMUNITIES • EMPOWERING REGIONS

infrastructure.gov.au



*I would like to acknowledge the traditional custodians of this land on which we meet, work and live.
I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islanders.*

OFFICIAL

Disclaimer

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C31 Grants funded via the CBP 2019/20 - 2024/25

| Grant Round | Application ID | Grant Title | Amount requested | Funding allocated | Multiyear |
|--|----------------|--|------------------|-------------------|-----------|
| s22(1)(a)(ii) | | | | | |
| 2022/23 | | | | | |
| Development & Operations Round 1 2022/23 | D&O-01418 | CTV+ (Community Television Streaming Service Development) | \$216,351 | \$60,578 | N |
| Content Round 1 2022/23 | C-01395 | The Pitch - TV Series - 2022 | \$9,430 | \$9,430 | N |
| | C-01452 | Home Grown - Season 1 2022 | \$17,480 | \$17,480 | N |
| | C-01394 | I ♥ Art - Series 2 - 2022 | \$5,100 | \$5,100 | N |
| Development & Operations Round 2 2022/23 | D&O-01508 | Support for customer relationship management at Channel 31 into 2023 | \$6,480 | \$6,480 | N |
| Content Round 2 2022/23 | C-01492 | C31 Antenna Awards 2023 | \$19,800 | \$19,800 | N |
| 2023/24 | | | | | |
| Development & Operations Round 1 2023/24 | D&O-01607 | CTV+ (Community Television Streaming Service - Year 2) | \$255,000 | \$255,000 | Y |
| Content Round 1 2023/24 | C-01571 | Move It Or Lose It 2023 | \$15,000 | \$15,000 | N |
| | C-01573 | Community Designs TV | \$14,000 | \$14,000 | N |

| | | | | | |
|---|-----------|--|------------|-----------|---|
| Development & Operations Round 2 2023/24 | D&O-01754 | Support for customer relationship management at Channel 31 into 2024 | \$6,480.00 | \$0 | |
| Content Round 2 2023/24 | C-01680 | The Seed Network - Season 2 | \$40,000 | \$0 | |
| | C-01722 | The Pitch - TV Series - Year 2 | \$12,430 | \$0 | |
| | C-01684 | I Heart Art - Series 3 | \$6,100 | \$0 | |
| Other - Emergency Funding | OTH-0016 | Emergency operational support | | \$198,900 | N |
| 2024/25 - Decisions Pending Board meeting 14 June 2024 | | | | | |
| Development & Operations Round 1 2024/25 | D&O-01897 | Accessible Video Edit Suite Upgrades | \$11,388 | \$0 | |
| Content Round 1 2024/25 | C-01808 | 30 Years Of Channel 31 Melbourne (3 part documentary) | \$98,000 | \$0 | |
| | C-01758 | Greening Vic | \$20,000 | \$0 | |
| | C-01780 | The Seed Network - Series 2 | \$29,000 | \$0 | |
| | C-01773 | I ♥ Art - Series 3 - 2024 | \$5,100 | \$0 | |
| | C-01759 | Move It Or Lose It 2024 | \$15,000 | \$0 | |

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C44 Grants funded via the CBP 2019/20 - 2024/25

| Grant Round | Application ID | Grant Title | Amount requested | Funding allocated | Multiyear |
|-------------|----------------|-------------|------------------|-------------------|-----------|
|-------------|----------------|-------------|------------------|-------------------|-----------|

s22(1)(a)(ii)



s22(1)(a)(ii)

| | | | | | |
|--|-----------|---------------------------------------|----------|----------|---|
| 2022/23 | | | | | |
| Development & Operations Round 1 2022/23 | D&O-01430 | Production Coordinator Salary Subsidy | \$46,576 | \$46,576 | Y |
| Content Round 1 2022/23 | C-01453 | This Is A... | \$12,000 | \$0 | |

| | | | | | |
|---|-----------|--|----------|----------|---|
| Development & Operations Round 2 2022/23 | D&O-01577 | Urgent Streaming Hardware Upgrade | \$3,988 | \$3,988 | N |
| Content Round 2 2022/23 | C-01517 | Mob Talks- Series 2 | \$24,892 | \$24,892 | N |
| 2023/24 | | | | | |
| Development & Operations Round 1 2023/24 | D&O-01659 | First Nations Editor Salary subsidy and edit storage upgrade | \$52,515 | \$52,515 | Y |
| Content Round 1 2023/24 | C-01642 | The (dis) Ability Arts Show | \$26,679 | \$26,679 | N |
| Other - Emergency Funding | OTH-0017 | Emergency Operational Support | \$66,234 | \$66,234 | N |
| 2024/25 - Decisions Pending Board meeting 14 June 2024 | | | | | |
| Development & Operations Round 1 2024/25 | D&O-02015 | Digital Video Network Infrastructure | \$72,200 | \$32,600 | Y |
| Content Round 1 2024/25 | C-01854 | Couch 44 | \$17,500 | \$17,500 | |

ACTA Grants funded via the CBP 2019/20 - 2024/25

| Grant Round | Application ID | Grant Title | Funding Requested | Funding allocated | Multiyear |
|---|----------------|-------------------------------|-------------------|-------------------|-----------|
| s22(1)(a)(ii) | | | | | |
| 2022/23 | | | | | |
| NONE | | | | | |
| 2023/24 | | | | | |
| NONE | | | | | |
| 2024/25 - Decisions Pending Board meeting 14 June 2024 | | | | | |
| Sector Coordination 2024/25 | SC-00002 | CTV Australia Playout Upgrade | \$25,000 | \$25,000.00 | N |



Australian Government

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

MEDIA PROGRAMS / COMMUNITY BROADCASTING

File Note

| | | | |
|---------------------|--|-------------|---------------|
| MEETING NAME | Regular catch up with the Community Broadcasting Foundation (CBF) | | |
| PURPOSE | To discuss the Community Broadcasting Program (CBP) and issues facing the sector | | |
| DATE | Friday, 28 June 2024 | TIME | 09:30 – 10:30 |
| ATTENDEES | DITRDCA – Margaret Lopez (AS), s22(1)(a)(ii) (Director), s22(1)(a)(ii) (AD) CBF – Jo Curtin (CEO), Rachel Rees (EO), Kate Randall | | |
| APOLOGIES | Nil | | |
| PREPARED BY | s22(1)(a)(ii) | | |

Round 1 grants update

s45

s47C

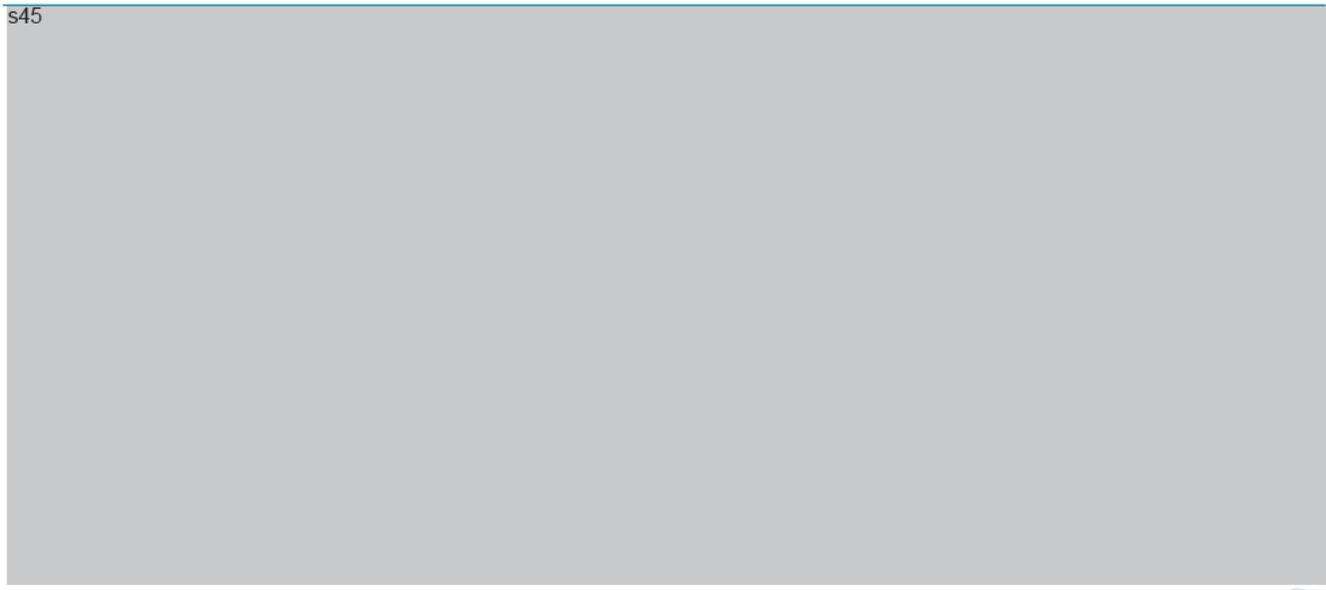
s45

s47C

s45

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s45



s47C



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Infrastructure, Transport, Regional Development, Communications and the Arts



TAX INVOICE

Department of Infrastructure, Transport, Regional
Development, Communications and the Arts
Attention: Ms Margaret Lopez/Assistant Secretary, Media
Industry and Sustainability Branch
2 Philip Law Street
CANBERRA ACT 2601
ABN: 51491646726

Invoice Date
1 Jul 2024

Invoice Number
INV-0296

Reference
CBP Funding Deed
2024-25

ABN
49 008 590 403

COMMUNITY
BROADCASTING
FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

| Description | Quantity | Unit Price | GST | Amount AUD |
|---|----------|---------------|------------------|----------------------|
| Payment instalment 4 for 2024-25 under the Community Broadcasting Program Funding Agreement Letter Deed of Variation between the Department of Infrastructure, Transport, Regional Development, Communications and the Arts and the Community Broadcasting Foundation, dated 9 June 2023. | 1.00 | 22,587,000.00 | 10% | 22,587,000.00 |
| | | | Subtotal | 22,587,000.00 |
| | | | TOTAL GST 10% | 2,258,700.00 |
| | | | TOTAL AUD | 24,845,700.00 |

Due Date: 31 Jul 2024

Payment can be made directly to our account:
Community Broadcasting Foundation

8479(1)(a)

Please notify us when paying by direct deposit, quoting the invoice number.
info@cbf.org.au

PAYMENT ADVICE

To: COMMUNITY BROADCASTING FOUNDATION
Level 7, 369 Royal Parade
PARKVILLE VIC 3052
AUSTRALIA

Customer Department of Infrastructure,
Transport, Regional
Development, Communications
and the Arts

Invoice Number INV-0296

Amount Due 24,845,700.00

Due Date 31 Jul 2024

Amount Enclosed

Enter the amount you are paying above

From: §22(1)(a)(ii)
Sent: Friday, 9 August 2024 2:49 PM
To: Jo Curtin
Cc: §22(1)(a)(ii); CommunityBroadcasting; Rachel Rees; Lopez, Margaret;
 §22(1)(a)(ii)
Subject: RE: CBF Annual Grant Expenditure Forecast Report for 2024/25 [SEC=OFFICIAL]

OFFICIAL

Jo

Great to spend the day with you yesterday. Thanks for being so generous with your time.

Please thank Rachel and Kate for the excellent presentation on the development of your outcomes framework. I think the framework will help improve future iterations of our grant reporting, including the Annual Grant Expenditure Forecast Report. We are happy to accept the 2024/25 report.

Regards, §22(1)(a)

OFFICIAL

From: Jo Curtin §47F
Sent: Monday, 1 July 2024 4:58 PM
To: Lopez, Margaret <Margaret.Lopez@communications.gov.au>
Cc: §22(1)(a)(ii) <§22(1)(a)(ii)@INFRASTRUCTURE.gov.au>; §22(1)(a)(ii) <§22(1)(a)(ii)@infrastructure.gov.au>; CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>; Rachel Rees §47F
Subject: CBF Annual Grant Expenditure Forecast Report for 2024/25

Dear Margaret,

Please find attached our Annual Grant Expenditure Forecast Report for 2024/25 as required by our Grant Agreement.

Hopefully the report provides you and your team with some context and information about our grant programs for the year ahead.

Let me know if you have any questions or require any further information.

Speaking of forecasts ☐ make sure you pack warm socks for your trip down south ☐ overnight minimum of 1 degree on Wed! It☐ll be just like being at home in Canberra but less sunny.

See you tomorrow,

Jo.

Jo Curtin
Chief Executive Officer

Community Broadcasting Foundation

Level 7, 369 Royal Parade, Parkville VIC 3052

Wurundjeri Country

phone: 03 8341 5900

direct: s47F

mobile: s47F

email: s47F

pronouns: she/her

cbf.org.au

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Community Broadcasting Foundation acknowledges First Nations' sovereignty and recognises the continuing connection to lands, waters and communities by Traditional Owners of Country throughout Australia. We pay our respects to Aboriginal and Torres Strait Islander culture, and to Elders both past and present. We support and contribute to the process of Reconciliation.

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



Audit Opinion – Grant Income and Expenditure

Community Broadcasting Foundation Ltd

This Audit Opinion is prepared for the purposes of the Grant Agreement dated 8th of November 2021 (**Agreement**) between the Department of Infrastructure, Transport, Regional Development and Communications (**DITRC**) and the Community Broadcasting Foundation Ltd (**Recipient**) for the funding of the Community Broadcasting Sector (**Project**).

Scope

We have conducted an independent audit in accordance with Australian Auditing Standards of the attached “Unexpended funds carried forward from FY23 and how they were used” (**Statement**) provided by the Recipient, in order to express an opinion on it for the purposes of the Agreement.

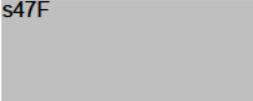
Our audit involved an examination of the Statement on a test basis to verify whether:

- a. all Funding, Other Contributions and Contributions received were spent for the purpose of the Activity and in accordance with the Deed, and that the Recipient has complied with the Deed;
- b. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;
- c. unless the Activity Period has expired or the Deed has been terminated, the unspent portion of the Funds (if any) are available for use within the next Reporting period;
- d. the financial information is presented in accordance with any other financial Reporting requirements notified to the Recipient;
- e. where an Asset has been created or acquired with the Funds, that clause 5 have been complied with in respect to the Asset; and
- f. at the time the Report or financial statement is provided, the Recipient is able to pay their debts as and when they fall due and have sufficient resources to discharge all debts at the end of the current financial year.

The Audit Opinion expressed in this report has been formed on the above basis.

Audit Opinion

We confirm that in our opinion, the Recipient, has acted (as defined in the Agreement) in accordance with the terms of the Agreement.

Signed 
 Name: 
 Position: Partner
 BG Assurance Pty Ltd

Dated: 14 October 2024

COMMUNITY BROADCASTING FOUNDATION

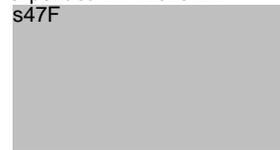
Summary of unexpended grants carried forward from 30 June 2023 and expended during the year ended 30 June 2024

| | Funds carried forward from FY2022-23 | Funds expended in FY2023-24 |
|--|--|--------------------------------|
| Ethnic Community Broadcasting fund | 123,484 | 123,484 |
| First Nations Community Broadcasting fund | 7,800 | 7,800 |
| RPH Community Broadcasting fund | 1,110 | 1,110 |
| General and Transmission support fund | 68,975 | 68,975 |
| Australian Music Radio Airplay Project (Amrap) | 6,162 | 6,162 |
| CBOonline | 6,339 | 6,339 |
| National Training | 72,698 | 72,698 |
| Digital radio project | 23,870 | 23,870 |
| Multiplatform Distribution Project | 67,515 | 67,515 |
| National Training - Industry capacity & Skills development | 13,026 | 13,026 |
| Enhanced National Radio News Programming fund | 3,392 | 3,392 |
| | <u>394,371</u> | <u>394,371</u> |

In accordance with clause 16, carried forward funds from FY2022-23 were expended in FY2023-24.

All carried forward funds were utilised first in FY2023-24

s47F





Audit Opinion – Grant Income and Expenditure

Community Broadcasting Foundation Ltd

This Audit Opinion is prepared for the purposes of the Grant Agreement dated 8th of November 2021 (**Agreement**) between the Department of Infrastructure, Transport, Regional Development and Communications (**DITRC**) and the Community Broadcasting Foundation Ltd (**Recipient**) for the funding of the Community Broadcasting Sector (**Project**).

Scope

We have conducted an independent audit in accordance with Australian Auditing Standards of the attached Special Report – Statement of Grant Income and Expenditure Summary for the 12 months ending 30 June 2024 (**Statement**) provided by the Recipient, in order to express an opinion on it for the purposes of the Agreement.

Our audit involved an examination of the Statement on a test basis to verify whether:

- a. all Funding, Other Contributions and Contributions received were spent for the purpose of the Activity and in accordance with the Deed, and that the Recipient has complied with the Deed;
- b. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;
- c. unless the Activity Period has expired or the Deed has been terminated, the unspent portion of the Funds (if any) are available for use within the next Reporting period;
- d. the financial information is presented in accordance with any other financial Reporting requirements notified to the Recipient;
- e. where an Asset has been created or acquired with the Funds, that clause 5 have been complied with in respect to the Asset; and
- f. at the time the Report or financial statement is provided, the Recipient is able to pay their debts as and when they fall due and have sufficient resources to discharge all debts at the end of the current financial year.

The Audit Opinion expressed in this report has been formed on the above basis.

Audit Opinion

We confirm that in our opinion, the Recipient, has acted (as defined in the Agreement) in accordance with the terms of the Agreement.

Signed 
 Name: 
 Position: Partner
 BG Assurance Pty Ltd

Dated: 14 October 2024

COMMUNITY BROADCASTING FOUNDATION

Reconciliation of DITRDCA funds received to grants paid/allocated during the 12 months to 30 June 2024:

| EXPENDITURE ITEM | 2023-2024 Funding received | Administration Costs | Uncommitted funds carried forward from prior year | Committed funds carried forward from prior years | Returned, withdrawn or cancelled grants | Grants paid from CBF Reserves | Total Funds for distribution | Grants committed (paid or committed to be paid in current year) | Grants committed (to be paid in future years) | Uncommitted funds at 30 June 2024 |
|--|----------------------------|----------------------|---|--|---|-------------------------------|------------------------------|---|---|-----------------------------------|
| | A | B | C | D | E | F | G = (A - B + C + D + E + F) | H | I | J = (G - H - I) |
| Recurring Activities: | | | | | | | | | | |
| Ethnic Community Broadcasting Fund | 4,460,580 | 542,514 | 123,484 | | 122,891 | | 4,164,440 | 4,091,751 | - | 72,689 |
| First Nations Community Broadcasting Fund | 1,356,859 | 165,026 | 7,800 | | 82,410 | | 1,282,043 | 1,239,623 | - | 42,420 |
| RPH Community Broadcasting fund | 1,451,763 | 176,569 | 1,110 | | 20,294 | | 1,296,598 | 1,295,348 | - | 1,250 |
| General and Transmission support fund | 5,923,692 | 720,464 | 68,975 | | 33,696 | | 5,305,899 | 5,274,453 | - | 31,446 |
| Australian Music Radio Airplay Project (AMRAP) | 671,756 | 81,702 | 6,162 | | | | 596,216 | 596,216 | - | - |
| CBOonline | 691,034 | 84,046 | 6,339 | | | | 613,327 | 613,327 | - | - |
| National Training | 737,005 | 89,637 | 72,698 | | | | 720,066 | 626,755 | - | 93,311 |
| Digital Radio | 2,600,311 | 105,460 | 23,870 | | | | 2,518,721 | 2,518,721 | - | - |
| Sector Development Initiatives: | | | | | | | | | | |
| Digital Radio | 2,000,000 | | | | | | 2,000,000 | 2,000,000 | - | - |
| Multiplatform Distribution Project | 600,000 | 67,515 | 67,515 | | | | 600,000 | 600,000 | - | - |
| | 600,000 | 72,974 | 13,026 | | | | 540,052 | 539,200 | - | 852 |
| Enhanced National Radio News Programming fund | 800,000 | 83,392 | 3,392 | | | | 720,000 | 720,000 | - | - |
| Grants paid from CBF Reserves | | | | | | 325,157 | 325,157 | 325,157 | - | - |
| Grand Total | 21,893,000 | 2,189,299 | 394,371 | - | 259,290 | 325,157 | 20,682,519 | 20,440,551 | - | 241,968 |

- A: **Grant funding received** from the Commonwealth in accordance with Funding Agreement, Supplementary Terms 2.1
- B: **Administration Costs** deducted from Commonwealth funding in accordance with item B.1(l) being the cap of 10% specified in the agreement.
- C: **Uncommitted Costs carried forward from prior year**, these were approved to be carried forward in November 2023
- D: **Committed funds carried forward from prior years**, these relate to multi year sector development initiatives that have been committed via multi year agreements.
- E: **Returned, withdrawn or cancelled grants**, represent funds which grantees have been unable to spend and where the grant has been withdrawn or cancelled. Such funds are returned to the funding pool to be committed as grants in the future.
- F: **Grants paid from CBF reserves**, represent grants which have been paid directly from CBF reserves rather than current year Commonwealth funding. This increases the pool of funding available to be committed as grants.
- G: **Total Funds for distribution** is determined as follows:
 - Commonwealth Funding Received
 - LESS Administration Costs
 - PLUS Uncommitted funds carried forward from prior year
 - PLUS Committed funds carried forward from prior years
 - PLUS Returned, withdrawn or cancelled grants
 - PLUS Grants paid from CBF reserves
- H: **Grants committed**, represents grants committed in financial year 2023/24.
- I: **Grants committed to be paid in future years**, represents grants which have been committed to be paid over multiple years.
- J: **Uncommitted funds at 30 June 2024**, represent funds which have not yet been committed. The majority of these funds have been committed and paid in FY2024/25.





Level 7, 369 Royal Parade
Parkville VIC 3052

Wurundjeri Country

03 8341 5900
info@cbf.org.au
cbf.org.au

ABN 49 008 590 403

Wednesday 16 October 2024

Margaret Lopez
Assistant Secretary
Media Industry & Sustainability Branch
Online Safety, Media and Platforms Division
Department of Infrastructure, Transport,
Regional Development and Communications
GPO Box 2154 Canberra ACT 2601

Via email to: margaret.lopez@infrastructure.gov.au

Dear Margaret,

Audited Financial Statement in relation to expenditure of 2022-23 funds authorised to be carried forward into 2023-24

In November 2023, the Department approved the Foundation's request of 31 October 2023 to carry forward \$394,371 (exclusive of GST) in unexpended funds from 2022-23 for expenditure in the 2023-24 financial year.

In accordance with the requirements of clause 16 of the Funding Agreement for the support of community radio broadcasting in 2021-22 to 2024-25 Funding Deed (as varied) the CBF hereby tenders an audited statement certified by an Approved Auditor in relation to expenditure of these funds. Supply of the audited statement completes the acquittal requirements in relation to the \$394,371 of these funds that were expended within 2023-24.

As required by subclause 9.2.2 of the Funding Deed I hereby certify that the CBF has complied with the Funding Deed and that:

- All Funding and Other Contributions received were spent for the purpose of the Activity and in accordance with the Funding Deed;
- All salaries and allowances paid to persons involved in the Activity are in accordance with applicable awards or agreements in force under relevant industrial or workplace relations laws;
- Any unspent or uncommitted portion of the Funds is available for use within the next reporting period;
- The financial information presented is in accordance with the requirements specified within the Funding Deed or subsequently notified to the CBF;
- That clauses 7.5.1d and 7.5.1g have been complied with in respect to all Assets created or acquired with the Funds; and
- That the CBF is, as at this date, able to pay all its debts as and when they fall due, and has sufficient resources to discharge all debts at the end of the current Financial Year.

Should you require any further information regarding any aspect of the enclosed materials please contact me.

Yours sincerely,

s47F



Jo Curtin
Chief Executive Officer

Cc. §22(1)(a)(ii) Director, National and Community Broadcasting, Media Branch, DITRDCA.

Enclosure:

1. Audited statement in relation to unexpended 2022-23 funds carried forward for expenditure in 2023-24.

2
Released under the Freedom of Information Act 1982 by the Department of Infrastructure, Transport, Regional Development, Communications and the Arts



Level 7, 369 Royal Parade
Parkville VIC 3052

Wurundjeri Country

03 8341 5900
info@cbf.org.au
cbf.org.au

ABN 49 008 590 403

Wednesday 16 October 2024

Margaret Lopez
Assistant Secretary
Media Industry & Sustainability Branch
Online Safety, Media and Platforms Division
Department of Infrastructure, Transport,
Regional Development and Communications
GPO Box 2154 Canberra ACT 2601

Via email to: margaret.lopez@infrastructure.gov.au

Dear Margaret,

Request for permission to retain unexpended 2023-24 funds

In accordance with the requirements of clause 16 of the Funding Agreement for the support of community radio broadcasting in 2021-22 to 2024-25 (as varied), I write to advise you that the CBF holds unexpended funds totalling \$241,968 from the funding support provided under that Agreement in 2023-24.

In accordance with the agreement, as per clause 16, these funds have been committed and used for the purpose specified under the Funding Agreement in FY2023-24. The unexpended funds held are shown by their original purpose in the table attached.

Unexpended funds do not necessarily arise from any reduction in sector demand but rather from returned grants, occasional anomalies in the grants assessment process (such as where a Grants Advisory Committee believes that applications received are not sufficiently developed or compelling to warrant allocation of all funds held), and occasional delays in the implementation of sector-wide projects. Summary detail in this respect is provided in the Notes to the table.

As the purpose for which the unexpended funds detailed in the attached table were supplied is in each case a continuing need the Foundation seeks the Department's agreement to retain and use all unexpended funds held for the original purpose for which they were provided.

I look forward to receiving notification of your decision on this matter. Please contact me if you require any further information.

Yours sincerely,

s47F



Jo Curtin
Chief Executive Officer

Cc. s22(1)(a)(ii), Director National and Community Broadcasting, Media Branch, Department of Infrastructure, Transport, Regional Development and Communications.

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

| Request for Carry Forward Funds at 30 June 2024 | Unallocated funds as at 30 June 2024 | Notes |
|--|---|-------|
| Ethnic Community Broadcasting fund | 72,689 | 1 |
| First Nations Community Broadcasting fund | 42,420 | 1 |
| RPH Community Broadcasting fund | 1,250 | 1 |
| General and Transmission support fund | 31,446 | 1 |
| National Training | 93,311 | 2 |
| National Training - Industry capacity & Skills development | 852 | 2 |
| | 241,968 | |

1. Returned or withdrawn grants not yet allocated
2. Insufficiently developed fundable applications

OFFICIAL**Australian Government**

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

Jo Curtin
Chief Executive Officer
Community Broadcasting Foundation
Level 7, 369 Royal Parade
Parkville VIC 3052

28 October 2024

Dear Jo

Audited Financial Statements 2023-24 and funds authorised to be carried forward

Thank you for your correspondence of 16 October 2024 in relation to the Community Broadcasting Foundation (CBF) Audited Financial Statements for 2024-25, Audited Financial Statement in relation to expenditure of 2022-23 funds authorised to be carried forward into 2023-24, and request to carry forward unspent funds from 2023-24 to 2024-25.

I confirm that, in accordance with the requirements of the Community Broadcasting Program Funding Agreement between the CBF and the Commonwealth (executed 8 November 2021) and Funding Deed (as varied on 28 May 2024), the CBF is compliant.

I approve your request to carry forward \$241,968 of unspent funds from 2023-24 for use for its intended purpose in 2024-25.

Best,
§22(1)(a)(ii)



Margaret Lopez
Assistant Secretary, Media Industry and Sustainability Branch
Media Policy Division

2 Phillip Law Street, Canberra ACT 2601, Australia
GPO Box 594, Canberra ACT 2601, Australia

• telephone +61 (0)2 6271 1000 • websites infrastructure.gov.au | communications.gov.au | arts.gov.au

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From: Rachel Rees ^{s47F}
Sent: Tuesday, 29 October 2024 6:00 PM
To: CommunityBroadcasting
Subject: Re: Acknowledgments of Department support [SEC=OFFICIAL]

Categories: Waiting on reply

Thanks ^{s22(1)(a)}
(ii)

Acknowledging receipt at this stage and will come back to with you any further queries.

Cheers
Rachel

From: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Sent: 29 October 2024 11:21
To: Rachel Rees ^{s47F}
Cc: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Subject: RE: Acknowledgments of Department support [SEC=OFFICIAL]

OFFICIAL

Hi Rachel

Clause 3.2 is for the CBF only. The CBF's acknowledgement of the department must include the department's name either at the current time, the time of executing the agreement or upon any variation made to that clause under the funding agreement.

There is no requirement for CBF's grantees to include acknowledgement of the Commonwealth in their materials.

If you would like your grantees to acknowledge the source of funding, there are 2 options for consideration:

- Refer to the department name at the time of the grant commencing, and if there is a change to the department name then the grantee does not need to update materials (i.e. 'Department of Infrastructure, Transport, Regional Development, Communications and the Arts')
- Refer generally (i.e. Australian Government).

It is not possible to refer to the acronym 'DITRDCA' or a colloquial name such as 'Department of Communications'.

It is important to note, however, that any decisions made by the CBF in relation to grants to the sector are independent of government; so acknowledgement by CBF's grantees may not be appropriate. However, if the department has previously provided advice on this to the contrary, please let me know.

In relation to Clause 3.3, we do not give CBF grantees permission to display the Australian Government or department logos on their printed and digital materials, unless we have previously provided prior written approval.

Please let me know if this clarifies, or if you would like any further information.

Kind regards
^{s22(1)}
(a)(ii)

s22(1)(a)(ii)

A/g Director, Media and Broadcasting Initiatives • Media Industry and Sustainability Branch • Media Policy Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:infrastructure.gov.au)

P +61 2 6136 s22(1)(a)(ii) • s22(1)(a)(ii)

GPO Box 594 Canberra, ACT 2601

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
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I recognise and respect their continuing connection to the land, waters and communities.
I pay my respects to Elders past and present and to all Aboriginal and Torres Strait Islander people.*

OFFICIAL

From: Rachel Rees s47F
Sent: Friday, 25 October 2024 5:35 PM
To: s22(1)(a)(ii) s22(1)(a)(ii) @infrastructure.gov.au>
Subject: Acknowledgments of Department support

HI s22(1)(a)(ii)

I have had a request to change the way an organisation is required to acknowledge grant support in their outputs and want to check something with you before I go back to them.

Our current CBP funding deed just has the below terms regarding acknowledgments within the Commonwealth Standard Grant Conditions:

3. Acknowledgements

- 3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

We then have acknowledgment terms within our grant agreements standard terms with applicants and which at present is something along the lines of the below depending on the medium being used:

"Produced with the assistance of the Department of Infrastructure, Transport, Regional Development and Communications via the Community Broadcasting Foundation – cbf.org.au."

The request I have had notes that when the Department changes their name for whatever reason (e.g. adds the Arts), this has cost and timing implications on the grantee - particularly for website and printed materials for e.g.

Do you think it is OK therefore, and particularly given that the Deed is fairly non prescriptive on this item, that we reduce the acknowledgement down to just note the 'Department of Communications' in future acknowledgments?

Happy to chat this through and sorry if this is a bit of a silly question (given what you do have on at the moment!) I just don't want to agree to something with our grantees without running it past you guys first.

Have a great weekend and speak soon no doubt.

Cheers
Rachel

Rachel Rees
Executive Officer



Community Broadcasting Foundation
Level 7, 369 Royal Parade, Parkville VIC 3052

—
Wurundjeri Country

—
phone: 03 8341 5900

direct: s47F

mobile: s47F

email: s47F

pronouns: she/her

—
cbf.org.au

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Community Broadcasting Foundation acknowledges First Nations' sovereignty and recognises the continuing connection to lands, waters and communities by Traditional Owners of Country throughout Australia. We pay our respects to Aboriginal and Torres Strait Islander culture, and to Elders both past and present. We support and contribute to the process of Reconciliation.

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From: Lopez, Margaret
Sent: Wednesday, 18 December 2024 9:45 AM
To: Jo Curtin; CommunityBroadcasting
Cc: s22(1)(a)(ii)
Subject: RE: Additional funding for community television [SEC=OFFICIAL]

OFFICIAL

Hi Jo ☐ thank you for that update. We appreciate the Board ☐s consideration of this issue and your assistance with navigating it through.

Talk soon,

Margaret Lopez

Assistant Secretary ☐ Media Industry and Sustainability ☐ Media Policy

Margaret.Lopez@communications.gov.au

P +61 2 6136 s22(1)(a)(ii) ☐ M s22(1)(a)(ii)
GPO Box 594 Canberra, ACT 2601

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From: Jo Curtin ^{s47F}
Sent: Wednesday, 18 December 2024 9:23 AM
To: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Cc: Lopez, Margaret <Margaret.Lopez@communications.gov.au>; ^{s22(1)(a)(ii)}
^{s22(1)(a)(ii)} @INFRASTRUCTURE.gov.au>
Subject: RE: Additional funding for community television [SEC=OFFICIAL]

Hi ^{s22(1)},
^{(a)(ii)}

Just an update to let you know that the CBF Board has agreed to allocate grants to C31 Melbourne and C44 Adelaide as per the proposed approach in the letter from Margaret.

We have issued offers and grant agreements to the stations and anticipate imminently making first scheduled payments, with payment to C31 possibly occurring later today.

Let me know if you have any questions or would like to follow up on anything.

Many thanks to you and Margaret for your careful stewardship of this curly one, much relief all around I think!

Talk soon,

Jo.

From: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Sent: Monday, 16 December 2024 11:18 AM
To: Jo Curtin ^{s47F}
Cc: Lopez, Margaret <Margaret.Lopez@communications.gov.au>; ^{s22(1)(a)(ii)}
^{s22(1)(a)(ii)} @INFRASTRUCTURE.gov.au>; CommunityBroadcasting
<communitybroadcasting@infrastructure.gov.au>
Subject: Additional funding for community television [SEC=OFFICIAL]
Importance: High

OFFICIAL

Dear Jo

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

In light of the Minister's announcement this morning, attached please find a letter from Margaret Lopez to you and Ian Hamm outlining the department's proposed approach for distributing the community television funding. I understand that you will seek the CBF Board's agreement out-of-session.

Please contact me if you or the CBF Board have any questions.

Kind regards

s22(1)
[redacted]

s22(1)(a)(ii)
[redacted]

Assistant Director, Media and Broadcasting Initiatives | Media Industry and Sustainability Branch | Media Policy Division
s22(1)(a)(ii) [redacted]@infrastructure.gov.au

P +61 2 6136 s22(1) [redacted] | M s22(1)(a)(ii) [redacted]
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From: Jo Curtin s47F
Sent: Thursday, 19 December 2024 11:18 AM
To: s22(1)(a)(ii) ; Rachel Rees
Cc: CommunityBroadcasting
Subject: RE: Request for information on 20/12: Voice of Charity narrowcaster [SEC=OFFICIAL]

Hi s22(1)(a)(ii),

You're correct, narrowcasters are not eligible because they don't hold a community broadcasting licence. To be eligible, stations need to hold a community broadcasting licence or a Temporary Community Broadcasting Licence (we put some further parameters / restrictions on TCBLs).

Some context: the CBF's purpose and funding is specific about being for community broadcasting which is defined within the legislative framework under the Broadcasting Services Act 1992. Narrowcasters are not regulated under the Community Radio Codes of Practice, so even if the narrowcasting licence is held by a charitable entity, there is no assurance that what they broadcast is in the community spirit because they are not required to meet the codes and be regulated by them by the ACMA.

I'm not aware of any contact from Voice of Charity, but I've just checked in with the grants team and I'll let you know today if someone has heard from them.

You're right, they may be able to collaborate with a community broadcaster on a project or be auspiced in some way through a partnership arrangement (although that is unlikely to result in operational support, but possible support for a content related project?) and indeed they may benefit from support from a relevant sector organisations (either CBAA or possibly Christian Media Arts Australia by the sound of it?). I am aware of other Christian narrowcasters that are members of the CMAA and attend their conferences and benefit from program sharing and upskilling opportunities and so on. Another example of a pathway to support: we have been unable to support the Jewish narrowcaster 'J-AIR' in Melbourne with grants for their radio service, but they are looking at branching into television and doing a TV program partnering with C31, in which case, that agreement to broadcast on a community station would grant them eligibility for that content project (not for operational support) – and depending on the status of their entity may achieve a grant directly or via the broadcasting partner. Father Chidiac is welcome to reach out to [our Grants team](#) to discuss these sorts of scenarios.

There are a very small number of eligibility anomalies – mostly in the TV space – such as ICTV, which from memory we grandfathered eligibility for after their service switched from broadcasting to satellite direct to home which changed their licensing but the service was in effect the same (I could look that up if you would like more info). The C44 situation is also extremely unusual – they hold a narrowcasting licence due to an historical regulatory anomaly so eligibility has been effectively allowed because there has been no path for them to achieve a community licence – probably the best summary I've read about their predicament is in the CBAA's Sustainability Review submission (pg. 44 – extract pasted below).

I hope that helps! Call me if you need to.

All the best,
 Jo.

Extract of CBAA Submission to DITRDCA Sustainability Review

Transition to broadcasting licence for CTV Channel 44

We have previously raised concerns (including above) about the historical anomaly of Adelaide's Channel 44 community TV service being licenced through a narrowcast rather than broadcast licence. While we are pleased that Channel 44's licence has recently been renewed for 5 years following amendments to the BSA in early 2024, the narrowcasting arrangement does not reflect the importance and impact of the service or its perception by Adelaide audiences as a highly valued community broadcaster.

This situation, referred to by DITRDCA in [23 February 2023](#) public hearings in the Senate Standing Committees on Environment and Communications as "a quirk of licensing arrangement" has led to unintended regulatory consequences to the detriment of both Channel 44 and the proposed CTV+ BVOD service, as outlined in the above submissions.

We understand from the ACMA that the historical reason for this was that there was previously a long-term community television broadcasting licence in Adelaide which lapsed. When the new community television service was proposed by the current licensee, the narrowcasting licence was put forward by the regulator as a temporary solution as there is no equivalent temporary community broadcasting licence for television as there is for radio. Despite the new legislation extending Channel 44's services and the widespread support for it expressed by all sides of Parliament during the passing of the recent community television legislation, we understand that there is currently no simple pathway for the ACMA under the *Broadcasting Services Act 1992* to transition a narrowcasting community TV licence to a broadcasting licence.

The CBAA would like to work with the Department and Minister on legislative solutions to enable Channel 44 to be correctly licensed in line with the expectations of Adelaide community TV audiences. This would also help simplify designation of Ch44 Community TV BVOD as regulated television services. It is important that this distinction, which arises from a historical regulatory anomaly and not as a result of considered policy, should not disadvantage C44 through unintended consequences of other legislation or regulation affecting community television in the future.

From: s22(1)(a)(ii)
Sent: Thursday, 19 December 2024 10:19 AM
To: Rachel Rees ; Jo Curtin
Cc: CommunityBroadcasting
Subject: Request for information on 20/12: Voice of Charity narrowcaster [SEC=OFFICIAL]
Importance: High

OFFICIAL

Hi Rachel and Jo

I know I said you wouldn't hear from me again this year just yesterday... but alas, here I am.

We have received correspondence from a narrowcaster, Voice of Charity (VoC), about their perceived ineligibility for CBF grants because they don't have a community broadcasting licence. However, I am confused by this as I know C44 is eligible and it is a narrowcaster; and we've previously spoken about how grantees are either licensees or organisations that support the spirit of community broadcasting.

To that effect, can you please advise:

- to be eligible to apply for/receive a grant, do stations need to have a community broadcasting licence?
- if the CBF has any contact with or provided any advice to Father Maurice Chidiac or VoC regarding eligibility for a grant?
- if VoC if not eligible for a grant in its own right, what other avenues are available for them (e.g. collaboration with a community broadcaster)?

In parallel, I have reached out to the CBAA for any relevant background/membership information.

I appreciate if you could let me know today, as we finish up for the year tomorrow afternoon and our deadline for replying is while we're on leave. 😊

Kind regards

s22(1)
 (a)(ii)

s22(1)(a)(ii)

Assistant Director, Media and Broadcasting Initiatives • Media Industry and Sustainability Branch • Media Policy Division

s22(1)(a)(ii) [@infrastructure.gov.au](mailto:s22(1)(a)(ii)@infrastructure.gov.au)

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From: Rachel Rees ^{s47F}
Sent: Monday, 17 February 2025 11:50 AM
To: CommunityBroadcasting
Subject: Re: Stats query: total CBF grant recipients for 2023-2024 [SEC=OFFICIAL:Sensitive]

Follow Up Flag: Follow up
Flag Status: Completed

Categories: ^{s22(1)}
^{(a)(ii)}

Hi ^{s22(1)}
^{(a)(ii)}

To confirm the 2025/26 figures - again noting these have not been reconciled as yet:

- 176 organisations supported with approx. \$19.7m (which includes multi-year grants from prior years)

Let me know if you need anything else.

Cheers
 Rachel

From: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Sent: 14 February 2025 15:03
To: Rachel Rees ^{s47F}
Cc: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Subject: Stats query: total CBF grant recipients for 2023-2024 [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Hi Rachel,

I'm hoping you can help me out with this by COB today (or earliest next Monday):

- Total number of organisations that got a grant in 2023-2024
- Total grant funding provided to the above orgs in 2023-2024

I have similar data from your other annual reports (eg: in 2022-23, approx. \$19.2 million awarded to 170 orgs, on pg 19 of cbf.org.au/documents/2024/02/2023-annual-report.pdf/).

Also grateful if you can confirm based on the latest download with R1/R2 outcomes for 2024-25, that:

- a total of approx. \$18.9 million in grants was awarded to 178 organisations (not including approx. \$3.2 million allocated in multi-year grants over next two years).

Thanks

^{s22(1)}
^{(a)(ii)}

^{s22(1)(a)(ii)}

Senior Policy Officer • Media Industry and Sustainability • Media Policy Division

^{s22(1)(a)(ii)} @infrastructure.gov.au

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From: Rachel Rees ^{s47F}
Sent: Monday, 17 February 2025 9:36 AM
To: CommunityBroadcasting
Subject: Re: Stats query: total CBF grant recipients for 2023-2024 [SEC=OFFICIAL:Sensitive]

Follow Up Flag: Follow up
Flag Status: Completed

Categories: ^{s22(1)}
^{(a)(ii)}

Hi ^{s22(1)}
^{(a)(ii)}

Sorry I was off last Friday afternoon.

In terms of 2023/24 funding:

- 310 grants were awarded supporting 176 organisations
- \$20,530,377 million was awarded

I'll need to confirm the 0224/25 funding - we haven't reconciled that yet.

Am just heading in to a meeting - will come back to you on that as soon as possible.

Cheers
 Rachel

From: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Sent: 14 February 2025 15:03
To: Rachel Rees ^{s47F}
Cc: CommunityBroadcasting <communitybroadcasting@infrastructure.gov.au>
Subject: Stats query: total CBF grant recipients for 2023-2024 [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

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Also grateful if you can confirm based on the latest download with R1/R2 outcomes for 2024-25, that:

- a total of approx. \$18.9 million in grants was awarded to 178 organisations (not including approx. \$3.2 million allocated in multi-year grants over next two years).

Thanks
^{s22(1)}
^{(a)(ii)}

s22(1)(a)(ii)

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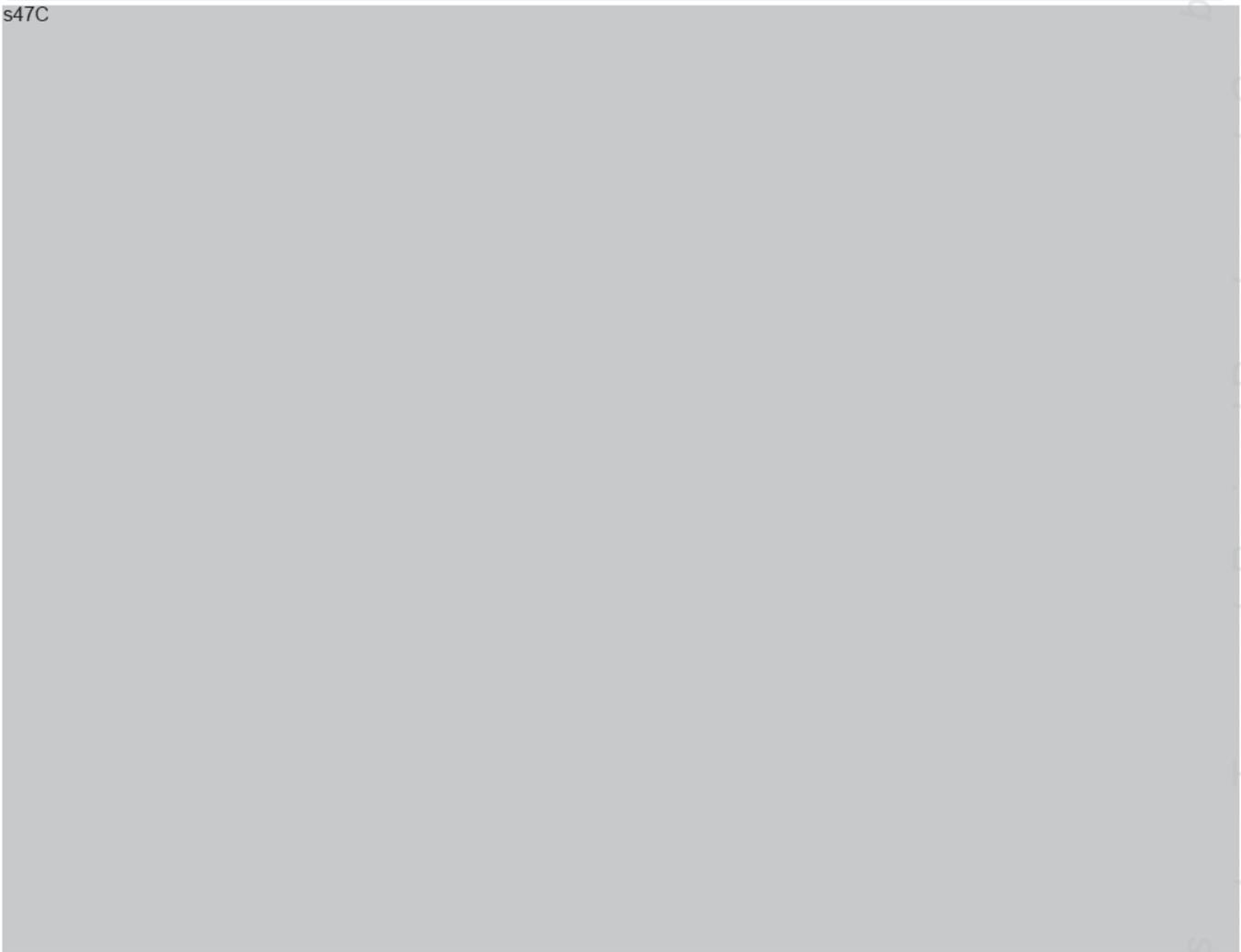
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BROADCASTING AND GAMBLING REGULATION / COMMUNITY BROADCASTING

File Note

| | | | |
|---------------------|---|-------------|---------------|
| MEETING NAME | Regular catch up with the Community Broadcasting Foundation (CBF) | | |
| PURPOSE | To discuss the Community Broadcasting Program (CBP) | | |
| DATE | Thursday, 13 March 2025 | TIME | 14:00 – 14:30 |
| ATTENDEES | DITRDCA – Margaret Lopez, s22(1)(a)(ii), s22(1)(a)(ii) CBF – Jo Curtin (CEO), Rachel Rees (EO), Kate Randall (Evaluation Lead) | | |
| PREPARED BY | s22(1)(a)(ii) | | |

s47C



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| InvoiceId | InvoiceNumber | InvoiceDate | PurchaseOrderNumber | GROSSAmount | StatusName | VendorName | VendorCode | ReasonName | Username | InvoiceTypeID | InvoiceSubTypeID | DocumentType | EntityName | CompanyCode | SourceType |
|-----------|---------------|-------------|---------------------|------------------|------------|-------------------------------------|------------|------------|----------|---------------|------------------|----------------------|--------------|-------------|------------|
| 50966514 | INV-0236 | 1/07/2022 | 45141354 | \$ 22,584,100.00 | Posted | COMMUNITY BROADCASTING FOUNDATION L | 431937 | | system | 3 | 2 | Invoice - PO related | Posted Queue | 4000 | Standard |
| 50976569 | INV-0249 | 2/11/2022 | 45141354 | \$ 488,400.00 | Posted | COMMUNITY BROADCASTING FOUNDATION L | 431937 | | system | 3 | 2 | Invoice - PO related | Posted Queue | 4000 | Standard |
| 51000173 | INV-0266 | 1/07/2023 | 45141354 | \$ 24,082,300.00 | Posted | COMMUNITY BROADCASTING FOUNDATION L | 431937 | | system | 3 | 2 | Invoice - PO related | Posted Queue | 4000 | Standard |
| 51032380 | INV-0296 | 1/07/2024 | 45141354 | \$ 24,845,700.00 | Posted | COMMUNITY BROADCASTING FOUNDATION L | 431937 | | system | 3 | 2 | Invoice - PO related | Posted Queue | 4000 | Standard |

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