

Supporting the Australian Associated Press - 2024-25 AAP core services continuity grant

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Closing date and time:	5:00pm AEST on Friday 12 July 2024
Commonwealth policy entity:	Department of Infrastructure, Transport, Regional Development, Communications and the Arts
Administering entity	Department of Infrastructure, Transport, Regional Development, Communications and the Arts
Enquiries:	If you have any questions, contact the Media Programs Section on 02 6271 1142 or mediaprograms@infrastructure.gov.au Questions should be sent no later than Wednesday 10 July 2024
Date guidelines released:	Tuesday 2 July 2024
Type of grant opportunity:	Closed non-competitive

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

1. Supporting the Australian Associated Press: 2024-25 AAP core services continuity grant processes

The 2024-25 Australian Associated Press (AAP) core services continuity grant opportunity is designed to achieve Australian Government objectives

This grant opportunity contributes to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts Outcome 5. The opportunity is funded from the Better Connectivity Plan for Regional and Rural Australia program component. The Department of Infrastructure, Transport, Regional Development, Communications and the Arts works with stakeholders to plan and design the grant program according to the [Commonwealth Grants Rules and Guidelines \(CGRGs\)](#).



The grant opportunity opens

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



You complete and submit a grant application

You complete the application form and address all of the eligibility and assessment criteria to mediaprograms@infrastructure.gov.au.



We assess the grant application

We assess the application against eligibility criteria. We assess your eligible application against the assessment criteria including an overall consideration of value with 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 if your application is successful.



We notify you of the outcome

We advise you of the outcome of your application.



We enter into a grant agreement

We will enter into a grant agreement with you if 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 grant opportunity

We evaluate your specific grant activity and the 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 2024-25 Australian Associated Press (AAP) core services continuity grant opportunity.

You must read these guidelines before filling out an application.

This document sets out:

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

2. About the grant program

Supporting the Australian Associated Press (the program) will run over one year from 2024-25. The program contributes to DITRDCA's Outcome 5 (to 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 program was announced as part of the 2024 Budget on 14 May 2024. The opportunity is funded from the Better Connectivity Plan for Regional and Rural Australia program component.

We administer the program according to the [Commonwealth Grants Rules and Guidelines \(CGRGs\)](#)¹.

2.1 About the 2024-25 AAP core services continuity grant opportunity

The Australian Government will provide \$12 million over 2024-25 to support the AAP newswire service operations. Funding provided through the program will help sustain AAP's wholesale service through to the end of June 2025.

The AAP is an independent, fact-based wholesale newswire service that provides news content to around 450 news media publications as well as fact checking services to address misinformation on digital platforms. Over 300 of these publications are located in regional areas and provide valuable local jobs and media voices to those communities.

AAP plays an important role in sustaining media diversity in Australia by providing an independent, fact-based wholesale newswire service. Newswire services play a role in broadening the range of content available to consumers, including local news. Many small outlets, including community media, rely on the efficiencies of using AAP to operate.

The Australian Government has committed \$31 million in past financial years to AAP for the period 2020-21 to 2023-24. Funded activity under the current grant ends on 31 June 2024.

The objectives of the program and grant opportunity are:

- to contribute to media diversity by supporting the operation of AAP newswire service to enable it to continue to service news outlets, the majority of which are in regional Australia.

¹ <https://www.finance.gov.au/government/commonwealth-grants/commonwealth-grants-rules-and-guidelines>

- to help sustain the AAP newswire service operations while the AAP develops a strategy to reduce its reliance on government support.

The intended outcome of the program and grant opportunity is:

- AAP core services continue to be provided throughout the grant period.

3. Grant amount and grant period

3.1 Grants available

For this grant opportunity a total of \$12 million is available over 2024-25.

You are responsible for any remaining eligible and ineligible project costs.

3.2 Grant period

You must complete your grant by 30 June 2025 (excluding reporting obligations).

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.

4.1 Who is eligible to apply for a grant?

We can only accept applications from Australian Associated Press Limited.

- ACN: 641 582 121
- Entity Type: Not-for-profit

To be eligible you must:

- be registered for the purposes of GST
- have an account with an Australian financial institution

The AAP is an independent, fact-based wholesale newswire service that provides news content to around 450 news media publications as well as factchecking services. AAP plays an important role in sustaining media diversity in Australia by providing an independent, fact-based wholesale newswire service to publications across Australia.

AAP is the only current provider of national wholesale newswire services and is therefore the only possible provider of these services for the grant period.

5. What the grant money can be used for

5.1 Eligible grant activities

To be eligible your grant activity must directly contribute to the continuity of core AAP services in 2024-25.

5.2 Eligible expenditure

You can only spend the grant on eligible expenditure you have incurred on eligible grant activities.

Eligible expenditure items include:

- purchase or lease of assets and equipment

- acquisition of relevant content, intellectual property or other rights
- the costs of acquiring technology to assist with production or distribution of content
- salaries for employees that are connected to the production of public interest news
- journalism or to the generation of revenue to fund the production of public interest journalism
- costs to assist journalists with content production and distribution
- costs of staff training
- office and travel costs related to public interest journalism
- other costs that directly support the production and distribution of public interest journalism.

If your application is successful, we may ask you to verify project 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 on eligible expenditure if required.

You must incur the expenditure on your grant activities between the start date and end or completion date for your grant agreement for it to be eligible.

5.3 What the grant money cannot be used for

There are several categories of expenses that are not appropriate for funding through this program. These are expenses that are unlikely to align with, or further the achievement of the objective and outcomes of the program.

The following non-exhaustive list provides some examples of activities that cannot be funded by grant money:

- general leadership or administrative staffing costs
- projects that will devolve grants to other bodies
- activities for which the applicant has already received funding from the Australian Government
- costs related to preparing the grant application, preparing any project reports (except costs of independent audit reports) and preparing any project variation requests
- costs of purchasing, leasing, depreciation or development of land
- building acquisition or modification
- financial costs, including interest
- costs related to obtaining resources used on the project, including job advertising and recruiting and contract negotiations
- site preparation activities which are not directly related to public interest journalism
- routine operational expenses that are not directly related to the production of public interest journalism including communications, accommodation, office computing facilities, printing, stationery, postage, legal and accounting fees and bank charges
- activities paid for using cash/in-kind consideration
- activities involving the acquisition of other businesses by the applicant
- to pay any creditors and other debts owed by the Grantee in the event that the Grantee is insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration or the winding up of the Grantee's business.

6. The assessment criteria

You must address all of the following assessment criteria in the application. All criterion is equally weighted at 33.3%. We will only award funding to your application if you adequately address all assessment criteria.

Criterion 1

Provide sufficient evidence to demonstrate that the \$12 million in grant funding will help sustain the AAP until 30 June 2025.

You must demonstrate this through:

- your current financial situation including accurate projections for the costs of maintaining core services (and your approximately 150 employees) over the period to 30 June 2025.
- substantiating projections for the use of the grant funding and funding from other sources (including revenue from your customers and donations from philanthropists) and that these are sufficient to cover your costs for the period to 30 June 2025.
- providing assurance that you will not be in deficit at 30 June 2025.

Criterion 2

Provide sufficient evidence to demonstrate that core services will continue to be provided by the AAP until 30 June 2025.

You must demonstrate this through showing:

- how you will maintain your independent, fact-based wholesale newswire service that provides news content to around 450 news media publications across Australia.
- how you will maintain and grow your independent fact checking services.

Criterion 3

Provide evidence to demonstrate that there is a strong business plan to sustain core AAP services beyond 30 June 2025.

You must demonstrate this through:

- showing how you will fund the evolution of your business over the next 2 years to reduce reliance on government support, through the development of a strategy and accompanying roadmap.
- showing how AAP will maintain its role in the changing media ecosystem including consideration of other Australian organisations that deliver public interest journalism and/or newswire and fact checking services.
- a plan for financial sustainability beyond 30 June 2025.

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.

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

To apply you must:

- submit an application addressing all eligibility and assessment criteria to mediaprograms@infrastructure.gov.au
- include all information requested
- include all necessary attachments
- submit your application by 12 July 2024.

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.

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.

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

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

If you need further guidance around the application process or if you are unable to submit an application online please contact us.

7.1 Attachments to the application

We require the following documents with your application:

- a proposal addressing the assessment criteria outlined in section 6
- an indicative budget
- 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 and CEO
- 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 around July 2024.

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Assessment of applications and approval of outcomes of selection process	By 26 July 2024
Negotiations and award of grant agreement	Late July 2024
Earliest start date of grant activity	July 2024

Activity	Timeframe
End date of grant activity (excluding reporting obligations)	30 June 2025

7.3 Questions during the application process

If you have any questions during the application period, contact: Media Programs Section - Phone: (02) 6271 1142 and Email Address: mediaprograms@infrastructure.gov.au.

We will respond to emailed questions within two 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 have regard to:

- 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.
- How the grant activities will target relevant retailers and consumers of news.

8.2 Who will assess applications?

Officers in Online Safety, Media and Platforms Division in the Department of Infrastructure, Transport, Regional Development, Communications and the Arts will assess your application.

The assessment committee may seek additional information about you or your application. 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 makes a recommendation to the Program Delegate.

8.3 Who will approve grants?

A Senior Executive Service officer of the Online Safety, Media and Platforms Division in the Department of Infrastructure, Transport, Regional Development, Communications and the Arts decides which grants to approve, 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. If you are successful, we will advise you of any specific conditions attached to the grant.

If you are unsuccessful, we will give you an opportunity to discuss the outcome. You will then be able to submit a new application for the same grant. You should include new or more information to address any weaknesses that may have prevented your previous application from being successful.

10. Successful grant application

10.1 The grant agreement

You must enter into a legally binding grant agreement with the Commonwealth. We use the standard grant agreement in this program.

The agreement has general terms and conditions that cannot be changed. Sample grant agreements are available on GrantConnect.

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.

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). '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 How we pay the grant

The grant agreement will state the:

- maximum grant amount to be paid
- proportion of eligible expenditure covered by the grant (grant percentage)
- any financial contributions you must make
- any in-kind contributions you will make
- any financial contribution provided by a third party

We will not exceed the maximum grant amount under any circumstances. If you incur extra costs, you must meet them yourself.

We will make an initial payment on execution of the grant agreement. We will make subsequent payments according to an agreed schedule set out in the grant agreement. Payments are subject to satisfactory progress on the grant activity.

We may need to adjust your progress payments to align with available grant program funds across financial years and/or to ensure we retain a minimum per cent of grant funding for the final payment.

10.3 Grants Payments and GST

Payments will be GST Inclusive.

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 2024-25 AAP core services continuity grant 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.

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 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 remind you of your reporting obligations before a report is due. We will expect you to report on:

- progress against agreed grant activity milestones and outcomes

³ <https://www.ato.gov.au/>

- contributions of participants directly related to the grant activity.
- expenditure of the grant.

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

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.

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
- be submitted by the report due date (you can submit reports ahead of time if you have completed relevant activities).

We will only make grant payments when we receive satisfactory progress reports.

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

Final report

When you complete the 2024-25 AAP core services continuity grant, 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 30 days of completion in the format provided in the grant agreement.

12.3 Financial declaration

We will 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 also ask you to provide an independently audited financial acquittal report.

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 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.

12.7 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.

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

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

Complaints about the program can be submitted by writing to us via:

Email: clientservice@infrastructure.gov.au or

Mail: Director, Governance Section

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

GPO Box 594 CANBERRA ACT 2601

If you do not agree with the way the Department of Infrastructure, Transport, Regional Development, Communications and the Arts 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 of Infrastructure, Transport, Regional Development, Communications and the Arts

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

Complaints about the program, including conflicts of interest, can be submitted by writing to us via:

Email: clientservice@infrastructure.gov.au or

Mail: Director, Governance Section

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

GPO Box 594 CANBERRA ACT 2601

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 [relevant Commonwealth entity] 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 Media Programs team 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:

Freedom of Information Coordinator

Department of Infrastructure, Transport, Regional Development, Communications and the Arts
GPO Box 2154

CANBERRA ACT 2601

Tel: (02) 6274 7111

Email: FOI@infrastructure.gov.au

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
co-sponsoring entity	when two or more entities are responsible for the policy and the appropriation for outcomes associated with it
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	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: - under which relevant money⁴ or other Consolidated Revenue Fund (CRF) money⁵ is to be paid to a grantee other than the Commonwealth; and - 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 Department of Infrastructure, Transport, Regional Development, Communications and the Arts Portfolio Budget Statement Program.
grantee	the individual/organisation which has been selected to receive a grant

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
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	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. 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: • 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, Communications and the Arts**

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

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

and

Australian Associated Press Limited

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

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Grant Agreement 2024-25 AAP core services continuity grant

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	Australian Associated Press Ltd
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Australian Public Company
Trading or business name	Australian Associated Press
Any relevant licence, registration or provider number	Registered with the Australian Charities and Not-for-profits Commission (ACNC)
Australian Business Number (ABN)	94 641 582 121
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	Registered from 01 April 2020
Registered office (physical/postal)	Level 3, 30-32 Wentworth Avenue, Surry Hills NSW 2010
Telephone	s47F
Email	s411

The Commonwealth

The Commonwealth of Australia represented by Department of Infrastructure, Transport, Regional Development, Communications and the Arts: GPO Box 594 Canberra ACT 2601, Australia.
ABN 86 267 354 017

Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (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 2024-25 AAP core services continuity grant

A. Purpose of the Grant

A.1 The Grant is being provided as part of the Supporting the Australian Associated Press Program (the Program). The Program is described more fully in the Program Grant Opportunity Guidelines dated 2 July 2024 published on GrantConnect and attached at Schedule 2 to this Agreement.

A.2 The AAP is an independent, fact-based wholesale newswire service that provides news content to around 450 news media publications as well as fact checking services to address misinformation on digital platforms. Over 300 of these publications are located in regional areas and provide valuable local jobs and media voices to those communities. The Commonwealth recognises and respects the independence of the Grantee in delivering its wholesale news wire service. The Grantee acknowledges that nothing in this Agreement or the mere fact that financial assistance has been made by way of a Grant to the Grantee under the Program either expressly or implicitly affects the Grantee's independence.

A.3 The purpose of the Grant is to:

- (a) contribute to media diversity by supporting the operation of the Grantee's newswire service to enable it to continue to service news outlets, the majority of which are in regional Australia.
- (b) help sustain the Grantee's newswire service operations while the Grantee develops a strategy to reduce its reliance on government support.

A.4 The intended outcome of the Program, and the related Grant under this Agreement is that the Grantee's core services continue to be provided until 30 June 2025.

B. Activity

B.1 The Grant Activity is to fund a broad range of activities related to the operation of the Grantee's newswire service and to help sustain the Grantee's operations.

B.2 The activities for which the Grant funding under this Agreement can be used or expended by the Grantee cover:

- (a) purchase or lease of assets and equipment;
- (b) acquisition of relevant content, intellectual property or other rights;
- (c) the costs of acquiring technology to assist with production or distribution of content;
- (d) salaries for the Grantee's employees that are connected to the production of public interest news;
- (e) journalism or to the generation of revenue to fund the production of public interest journalism;

- (f) costs to assist journalists with content production and distribution;
- (g) costs of staff training;
- (h) office and travel costs related to public interest journalism including rent; and
- (i) other costs that directly support the production and distribution of public interest journalism.

B.3 The Grant must not be used or expended (either in whole or part) for activities that do not align with, or further the achievement of, the objective of the Program including without limitation:

- (a) general leadership or administrative staffing costs;
- (b) projects that will devolve grants to other bodies;
- (c) activities for which the Grantee has already received funding from the Commonwealth;
- (d) costs related to preparing the grant application, preparing any reports (except costs of independent audit reports) and preparing any variation requests;
- (e) costs of purchasing, leasing, depreciation or development of land;
- (f) the acquisition or modification of buildings;
- (g) costs associated with administration of the grant nor other financial administration costs associated with the Grantee's core services, including interest;
- (h) costs related to the grantee obtaining resources used on the project, including job advertising and recruiting and contract negotiations
- (i) site preparation activities which are not directly related to public interest journalism;
- (j) routine operational expenses that are not directly related to the production of public interest journalism including communications, accommodation, office computing facilities, printing;
- (k) stationery, postage, legal and accounting fees and bank charges;
- (l) activities paid for using cash/in-kind consideration;
- (m) activities involving the acquisition of other businesses by the Grantee;
- (n) to pay any creditors and other debts owed by the Grantee in the event that the Grantee is insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration or the winding up of the Grantee's business.

C. Duration of the Grant

C.1 The Agreement and Activity starts on the date on which this Agreement is executed by the Commonwealth (**Signing Date**).

C.2 The Activity (other than the provision of any final reports) ends on 30 June 2025 which is the **Activity Completion Date**. All grant funds must be expended by the Activity Completion Date.

C.3 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**.

C.4 The table below describes the Activity Schedule.

Activity Schedule			
	Milestone	Responsible	Due Date
1	Execution of this Agreement by both Parties	Grantee and Commonwealth	August 2024

August 2024

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

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2	Consultation with DITRDCA officials on the progress of activities during the Activity period	Grantee	October/November 2024
3	Submission of Interim Report	Grantee	20 January 2025
4	Acceptance of the Interim Report	Commonwealth	3 February 2025
5	Submission of Final Report (including final acquittal)	Grantee	30 August 2025

D. Payment of the Grant

D.1 The total amount of the Grant is \$12 million (excluding GST).

D.2 GST is payable on the Grant.

D.3 Interest can be earned on the Grant.

D.4 The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

D.5 The Grantee's nominated bank account into which the Grant is to be paid is:

Bank: Bendigo Bank

Branch: Leichhardt

BSB: s22(1)(a)

Account Number: s22(1)(a)(ii)

Account Name: Australian Associated Press.

D.6 The Grantee must notify the Commonwealth of any changes to these bank account details within five Business Days of such change occurring.

D.7 The Grant will be paid in three instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Execution of this Agreement by the Commonwealth	August 2024	\$6,000,000	\$600,000	\$6,600,000
Second payment: Within 10 Business Days of receipt of a correctly rendered tax invoice	11 November 2024	\$3,000,000	\$300,000	\$3,300,000
Third Payment: Acceptance by the Commonwealth of the Interim Report	17 February 2025	\$3,000,000	\$300,000	\$3,300,000
Total Amount		\$12,000,000	\$1,200,000	\$13,200,000

Invoicing

D.8 Unless otherwise specified in this Agreement, each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must satisfy the requirements of the GST legislation and must:

- (a) be sent electronically, to mediaprograms@infrastructure.gov.au.
- (b) be addressed to the Department of Infrastructure, Transport, Regional Development, Communications and the Arts
- (c) Include the following information:
 - o Name of the Grantee's Representative;
 - o Grantee's full business name, address and ABN;
 - o A reference to the Program's title;
 - o Title of the relevant milestone and amount, itemised before and after GST (if applicable);
 - o Grantee's bank account number and BSB details.

E. Variations to the Agreement

E.1 A variation to the Agreement can be raised for consideration by either the Commonwealth or the Grantee.

E.2 The Party seeking the variation to the Agreement must write to the other Party advising them of the reason and arguments for a variation. The variation is not agreed until both Parties have discussed and agreed on the outcome.

E.3 If it is agreed that a variation to the Agreement is required, the Commonwealth will formally write to the Grantee identifying the clause/item/section of the Agreement (including the Schedules) to be removed and the replacement clause/item/section.

E.4 Unless otherwise agreed by the Parties, variations will commence on the date that the Grantee signs the letter of agreement from the Commonwealth. It will become part of the varied Agreement between the Parties from that date.

F. Reporting

F.1 The Grantee agrees to create the following reports and to provide the reports to the Commonwealth representative in accordance with the following:

Interim Report

F.2 The Interim Report must include the following as at ~~20 January 2025~~ ^{31 December 2024} ^{ML}:

- (a) a detailed breakdown of the expenditure of the Grant money received under the First and Second Payment Milestones, in line with the Activity Budget at H1;

- (b) the total average number of editorial staff employed (fulltime, part-time, casual and freelance) during the reporting period;
- (c) data which demonstrates the production and distribution of public interest journalism (i.e. maintenance of core newswire services);
- (d) data which demonstrates the provision of regional, national and international news stories to subscribing regional outlets;
- (e) data which demonstrates the provision of AAP content internationally;
- (f) data which demonstrates the reach of AAP FactCheck content;
- (g) the total number of stories, photographs, video and fact check articles produced and distributed during the reporting period;
- (h) the Grantee's current number of newswire clients (media and non-media) and a breakdown of subscribing media outlets by business type (digital/print/radio/tv), audience type (community/regional/national/metro/international) and location (state/country);
- (i) the Grantee's current number of casual image sale customers (media and non-media) during the reporting period;
- (j) the total number of images sold casually during the reporting period;
- (k) metrics by client type showing how many of each client type are accessing each of Australian Associated Press' core services including but not limited to Newswire, Photos, Videos and FactCheck;
- (l) a written statement on how the Grantee is using the Grant money to contribute to the objectives and outcomes of the Program;
- (m) a detailed statement on the impact of the Grant money received under the First and Second Payment Milestones on the ongoing sustainability and solvency of the Grantee's business; and
- (n) progress against AAP's strategy and roadmap, including a business plan to sustain core AAP services beyond 30 June 2025.

F.3 The Interim Report must be accompanied by a statement in the form of a statutory declaration under the *Statutory Declarations Act 1959 (Cth)* from:

- a) the Grantee's Chief Financial Officer (or a person holding or responsible for performing the duties of an equivalent role), or
- b) an independent registered Chartered Accountant, indicating that the Grant money for the reporting period has been spent in accordance with this Agreement.

Final Acquittal Report

F.4 The Final Report (including Financial Acquittal) must include updated details against the reporting items provided in the Interim Report (as described in respect of both the First Payment, Second and Third Payment), as well as a Financial Acquittal Statement of the Grant money.

F.5 The Financial Acquittal must be audited by:

- (a) a Registered Company Auditor under the Corporations Act 2001 (Cth); or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

F.6 The Commonwealth may request a revised report where it reasonably believes that either the form or content of that report is unsatisfactory. The Grantee agrees to provide any additional information or report as reasonably requested by the Commonwealth. The Grantee, at the Commonwealth's request, must arrange for an unaudited report to be audited.

F.7 The Grantee agrees to liaise with and provide, on reasonable request, high level information to the Commonwealth about the Activity.

G. Party representatives and address for notices

Grantee's representative and address

Name	s47F
Position	Chief Executive Officer
Postal/physical address(es)	Level 3, 30-32 Wentworth Avenue, Surry Hills NSW 2010
Business hours telephone	s47F
E-mail	s47F

Commonwealth representative and address

Name	s22(1)(a)(ii)
Position	Director
Postal/physical address(es)	GPO Box 594, Canberra, ACT
Business hours telephone	02 6271 s22(1)(a)(ii)
Mobile	s22(1)(a)(ii)
E-mail	s22(1)(a)(ii) @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.

Supplementary Terms

H1. Activity Budget

H1.1 The Grantee agrees to use the Grant and undertake the Activity consistently with the Activity Budget below:

Expenditure Item	Description	Total Cost (excl. GST)
Salaries & on-costs	Salaries and on-costs for editorial staff engaged in the creation and production of public interest journalism	\$9,620,000
Freelancers	Freelancers used for the creation and production of public interest journalism	\$200,000
World News	Costs associated with accessing, licencing and distributing world news to Australian subscribers	\$580,000
IT/Software/Maintenance Costs	IT costs associated with support of editorial systems for journalism production	\$1,200,000
AAP office and rent costs	Rent and office costs for bureaux in Sydney, Melbourne and Brisbane	\$200,000
Travel Costs	Costs of travel to research, cover and produce public interest journalism in Australia and abroad	\$200,000
TOTAL		\$12,000,000

H2. Fraud

H2.1 In this clause H2, **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

H2.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

H2.3 If the Grantee becomes aware of:

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

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

H2.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause H2.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

H2.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

H2.6 This clause survives the termination or expiry of the Agreement.

H3. Anti-corruption

H3.1 In this clause H3:

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.

H3.2 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.

H3.3 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).

H3.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in H3.3 in relation to the performance of the Activity.

H4. Indemnities

H4.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

H4.2 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.

H5. Work health and safety

H5.1 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.

H5.2 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 H5.1.

H5.3 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.

H6. Legislation, policies and industry standards

H6.1 The Grantee must comply with all relevant laws state, territory or Commonwealth legislation, policies and industry standards that the Grantee when undertaking the Activity and nothing in this Agreement replaces or overrides any requirements under a law.

H7. Jurisdiction

H7.1 This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

H7.2 The Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

H8. Access

H8.1 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.

H8.2 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 H8.1.

H8.3 This clause H8 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by <i>Department of Infrastructure, Transport, Regional Development, Communications and the Arts</i>	s22(1)(a)(ii)
Name: (print)	Margaret Lopez
Position: (print)	Assistant Secretary, Media
Signature and date:	Industry + Sustainability 22 August 2024
Witness Name: (print)	s22(1)(a)(ii)
Signature and date:	s22(1)(a)(ii) 22 August 2024

Grantee:

Signed by Australian Associated Press Ltd (ACN 641 582 121) by	
Name of the Authorised Officer: (print)	s47F
Position: (print)	CEO
Signature and date:	s47F 8/19/2024
Witness Name: (print)	Signed by: 8/19/2024
Signature and date:	s47F CB03FA635A05489...

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.
- 1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

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 be obliged to 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 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.

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.

Commonwealth Standard Grant Conditions**Schedule 1****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.

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 to 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.

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

Commonwealth Standard Grant Conditions**Schedule 1**

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 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); and
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

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 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.

Commonwealth Standard Grant Conditions**Schedule 1****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.

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;

Commonwealth Standard Grant Conditions**Schedule 1**

- (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.

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.
- (d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

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

Commonwealth Standard Grant Conditions**Schedule 1**

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
- (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:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any other clause which expressly or by implication from its nature is meant to survive.

Commonwealth Standard Grant Conditions**Schedule 1****22. Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth 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;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee 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.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **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, Sport and the Arts

Deed of variation

Deed of Variation in relation to the 2024-25 AAP core services continuity grant agreement

1. Date

This Deed is made on the date this Deed is signed by the last of the Parties (**Effective Date**).

2. Parties

This Deed is made between:

1. the Commonwealth, as represented by the Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts ABN 86 267 354 017 (**Commonwealth**); and
2. Australian Associated Press Ltd ABN 94 641 582 121 (**Grantee**).

3. Context

- A. The Parties entered in an agreement on 22 August 2024 under which the Commonwealth agreed to give a grant of \$13,200,000 (including GST) to the Grantee for the purpose of continuing the Grantee's core services until 30 June 2025 (**Agreement**).
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

4. Amendments

With effect on and from the Effective Date, the Agreement is amended as follows:

- 4.1 All references to "Department of Infrastructure, Transport, Regional Development, Communications and the Arts" are deleted and replaced with "Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts".
- 4.2 All references to "2024-25 AAP core services continuity grant" are deleted and replaced with "2024-26 AAP core services continuity grant".
- 4.3 In clause A.4 of the Grant Details, the reference to "30 June 2025" is deleted and replaced with "30 June 2026".
- 4.4 In clause C.2 of the Grant Details, the reference to "30 June 2025" is deleted and replaced with "30 June 2026".
- 4.5 In clause C.4 of the Grant Details, the table is deleted and replaced with:

Activity Schedule			
	Milestone	Responsible	Due Date
1.	Execution of this Agreement by both Parties	Grantee and Commonwealth	August 2024
2.	Consultation with Commonwealth officials on the progress of the Activity during the Activity period	Grantee	October/November 2024
3.	Submission of First Interim Report	Grantee	20 January 2025
4.	Acceptance of First Interim Report	Commonwealth	3 February 2025

Deed of Variation

5.	Execution of a deed of variation in relation to this Agreement to extend the Activity Completion Date to "30 June 2026"	Grantee and Commonwealth	30 July 2025
6.	Submission of Second Interim Report	Grantee	29 August 2025
7.	Acceptance of Second Interim Report	Commonwealth	12 September 2025
8.	Submission of Third Interim Report and Financial Acquittal	Grantee	30 March 2026
9.	Acceptance of Third Interim Report and Financial Acquittal	Commonwealth	20 April 2026
10.	Submission of Fourth Interim Report	Grantee	30 August 2026

4.6 In clause D.1 of the Grant Details, the reference to "\$12 million (excluding GST)" is deleted and replaced with "\$23 million (excluding GST)".

4.7 In clause D.5 of the Grant Details, the Grantee's nominated bank account details are deleted and replaced with:

Bank: Commonwealth Bank

Branch: 48 Martin Place, Sydney

BSB: s22(1)(a)(ii)

Account: s22(1)(a)(ii)

Account Name: Australian Associated Press

4.8 Clause D.7 of the Grant Details is deleted and replaced with:

The Grant will be paid in several instalments by the Commonwealth upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
First Payment: Execution of this Agreement by the Commonwealth	August 2024	\$6,000,000	\$600,000	\$6,600,000
Second Payment: Within 10 Business Days of receipt of a correctly rendered tax invoice	11 November 2024	\$3,000,000	\$300,000	\$3,300,000
Third Payment: Acceptance by the Commonwealth of the First Interim Report	17 February 2025	\$3,000,000	\$300,000	\$3,300,000

Deed of Variation

Fourth Payment: Execution by the Commonwealth of a deed of variation in relation to this Agreement to extend the Activity Completion Date to "30 June 2026"	August 2025	\$7,000,000	\$700,000	\$7,700,000
Fifth Payment: Acceptance by the Commonwealth of the Third Interim Report and Financial Acquittal	April 2026	\$4,000,000	\$400,000	\$4,400,000
Total Amount		\$23,000,000	\$2,300,000	\$25,300,000

4.9 In clause F of the Grant Details, the header "Interim Report" is deleted and replaced with "Interim Reports".

4.10 Clause F.2 of the Grant Details is deleted and replaced with:

"Each Interim Report must include the following, current as at two calendar months or less before the date the relevant Interim Report is submitted:

- "(a) a detailed breakdown of the expenditure of the Grant money received under all Milestones in the relevant reporting period, in line with the Activity Budget at H1;
- (b) the total average number of editorial staff employed (fulltime, part-time, casual and freelance) during the relevant reporting period;
- (c) data which demonstrates the production of public interest journalism, including the total number of stories, images and videos during the relevant reporting period;
- (d) a breakdown of subscribing media outlets including total subscribers (media and non-media), by business type (digital/print/radio/tv), by audience type (community/regional/national/metro/international), by location (state/country), and by access to the Grantee's core services (text/photo/video);
- (e) data which demonstrates the provision of content to subscribing regional outlets;
- (f) data which demonstrates the provision of the Grantee's content internationally;
- (g) data which demonstrates the provision of content to the Grantee's casual customers, including the total current number of casual image sale customers (media and non-media) and the total number of images sold casually during the reporting period;
- (h) data which demonstrates how the Grantee's customers are accessing the Grantee's services;
- (i) data which demonstrates the contribution of the Grantee's fact checking unit to the information ecosystem, including the reach of the Grantee's FactCheck content;
- (j) a written statement on how the Grantee is using the Grant money to contribute to the objectives and outcomes of the Program and, for the Third Interim Report only:

Deed of Variation

- (A) this statement should focus on an evaluation of the impact of the Grantee's continuity and services on the 'News Media Assistance Program' public policy objectives of **access, quality and diversity**, measured by examining the effects of the Grantee's services on its clients and the news marketplace;
 - (B) these impacts can be measured through analysis of quantitative data, including drawing insights from past reporting (e.g. displaying the change over time in datasets (c) to (i) above), or through providing qualitative measures (such as case studies or surveys), or a combination thereof; and
 - (C) where the impacts of the Grantee's services on access, quality or media diversity cannot be adequately measured due to constraints in data, the Grantee should outline a short plan on how it will capture them over the next two years; and
- (k) a detailed statement on the impact of the Grant money received under all Milestones in the relevant reporting period on the ongoing sustainability and solvency of the Grantee's business."

4.11 In clause F.3 of the Grant Details, the reference to "Interim Report" is deleted and replaced with "Interim Reports".

4.12 In clause F of the Grant Details, the header "Final Acquittal Report" is deleted and replaced with "Financial Acquittal".

4.13 Clause F.4 of the Grant Details is deleted and replaced with:

"The Financial Acquittal must include a Financial Acquittal Statement of the Grantee's expenditure of the Grant money up to and including the Fourth Payment and of the Grantee's expenditure of the 'AAP Contribution' as described in clause H1.2 of the Grant Details."

4.14 In clause G of the Grant Details, the Grantee's representative and address is deleted and replaced with the following:

Name	s47F
Position	Chief Executive Officer (a/g)
Postal/physical address(es)	Level 3/30-32 Wentworth Ave, Surry Hills NSW 2010
Business hours telephone	s47F
E-mail	s47F

4.15 In clause H1.1 of the Grant Details, the table is deleted and replaced with:

Expenditure Item	Description	Total cost (excl. GST)
Salaries and on-costs	Salaries and on-costs for editorial staff engaged in the creation and production of public interest journalism	\$18,620,000
Freelancers	Freelancers used for the creation and production of public interest journalism	\$390,000

Deed of Variation

World News	Costs associated with accessing, licencing and distributing world news to Australian subscribers	\$ 930,000
IT/Software/Maintenance	IT costs associated with support of editorial systems for journalism production	\$2,300,000
Grantee office and rent costs	Rent and office costs for bureaux in Sydney, Melbourne and Brisbane	\$370,000
Travel costs	Costs of travel to research, cover and produce public interest journalism in Australia and abroad	\$390,000
TOTAL		\$23,000,000

4.16 A new clause H1.2 of the Grant Details is inserted:

"On or before it submits the Third Interim Report and the Financial Acquittal, the Grantee must have spent at least \$4,000,000 of money that is not Grant money on one or more 'Expenditure Items' set out in clause H.1.1 of the Grant Details (**AAP Contribution**)."

5. Entire agreement and interpretation

- 5.1 The Parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the Parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

Deed of Variation

6. Signatures

Executed as a deed:

Executed for and on behalf of the **Commonwealth of Australia**, as represented by the **Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts (ABN 86 267 354 017)** in the presence of:

s22(1)(a)(ii)

Signature of witness

s22(1)(a)(ii)

Signature of Susan Charles
Assistant Secretary
News and Journalism Branch

s22(1)(a)(ii)

Name of Witness (Print)

Date

1/8/25.

Executed by **Australian Associated Press Ltd (ABN 94 641 582 121)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

s47F

Signature of Director/Secretary

s47F

Signature of Director/Secretary

s47F

Name of Director/Secretary (Print)

s47F

Name of Director/Secretary (Print)

Date

Date

1/8/25

1/8/25