



Your reference no: <reference number>

<title> <first name> <last name>  
<position>  
<organisation name>  
<organisation postal address 1>  
<organisation postal address 2>  
<organisation postal address 3>

10 Binara Street  
CANBERRA ACT 2601  
GPO Box 2013  
CANBERRA ACT 2601  
p: < state office phone number>  
e: ,<program mailbox address>  
w: business.gov.au  
abn: 74 599 608 295

Dear <title> <first name> <last name>

## Letter of Agreement

### Your application is successful

As outlined in your News Media Relief Program application and the grant opportunity guidelines, on receipt of this letter you are a party to a grant agreement (Agreement). You must contact us immediately if your circumstances have changed and you are no longer able to carry out your project.

### The Agreement

This Agreement is a binding agreement between <organisation name> ABN <organisation ABN> (Grantee/you) and the Commonwealth of Australia as represented by the Department of Industry, Science and Resources on behalf of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (Commonwealth/we).

The Agreement includes:

- this letter
- the grant schedule (attachment A)
- the letter of agreement terms and conditions (attachment B)
- your application
- the grant opportunity guidelines applicable on the date you submitted your application.

We may use information contained in this Agreement for public reporting purposes, including the grantee name and grant amount.

### What you must do

You must undertake the project in line with this Agreement. You must only spend the grant on the project or on eligible activities to undertake the project.

You must provide an end of project report in line with the grant schedule at attachment A. A sample report template is at attachment C. You must complete and submit your report on the [business.gov.au portal](https://business.gov.au).

You must ensure that anyone who has direct, unsupervised contact with children as part of your project under this Agreement has undertaken and passed a working with children check, if required

under relevant state or territory legislation. You are also responsible for assessing the suitability of the people you engage as part of your project to ensure children are kept safe.

You must provide us with a statement of compliance with working with children legislation if requested.

If you make a public statement, publish any material or erect signage in relation to your project you must acknowledge the funding you received from this grant. You must use any form of acknowledgement the Commonwealth reasonably specifies. You must notify us about events relating to the project and provide an opportunity for the Minister or their representative to attend.

### **What we will do**

We will pay the grant into your nominated bank account within 20 days.

### **Any questions?**

If you have any questions you can email us at [NewsMediaReliefFund@industry.gov.au](mailto:NewsMediaReliefFund@industry.gov.au) and a member of the team will be in contact with you.

Yours sincerely

<name of Commonwealth representative>  
<date>

*The Commonwealth Acknowledges the Aboriginal and Torres Strait Islander Peoples throughout Australia and their continuing connection to land, water, culture and community. We pay our respects to the Elders both past and present. We acknowledge that our services are provided on many Indigenous lands. We continue to recognise that to achieve true reconciliation we need to work together with Aboriginal and Torres Strait Islander peoples, communities, staff and stakeholders to ensure that we are meeting the needs of the community.*

**Attachment A – Grant schedule**

Program	<program name>
Grantee	<organisation name>
Grantee ABN	<organisation ABN>
Project title	<project title>
Project number	<project number>
Project description (Grant Activity)	<project description> <project outcome>
Project start date	<project start date>
Project end date	<project end date>
Total eligible expenditure	\$(total eligible expenditure)
Grant percentage	Up to <grant percentage> per cent
Total/maximum grant	\$(funding amount)(plus GST where applicable)
Capped amount in financial year <yyyy-yy 1>	\$(amount year 1) (plus GST where applicable)
Capped amount in financial year <yyyy-yy 2>	\$(amount year 2) (plus GST where applicable)
Agreement end date	<agreement end date>

**Reporting table**

Report type	Period start date	Period end date	Agreed evidence	Due date
<report type>	<dd/mm/yyyy>	<dd/mm/yyyy>	<agreed evidence>	<report due date>

## Attachment B - Letter of Agreement Terms and Conditions

### 1. Undertaking the Grant Activity

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

1.2 The Grantee must meet the eligibility requirements relating to the [National Redress Scheme](#)<sup>1</sup> set out under the relevant grant opportunity guidelines at all times during the term of this Agreement.

### 2. Acknowledgements

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

### 3. Notices

The Grantee agrees to promptly notify the Commonwealth of anything reasonably likely to affect the performance of the Grant Activity, including any actual, perceived or potential conflict of interest which could affect the Grantee's performance of this Agreement and to take action to resolve the conflict.

### 4. Payment of the Grant

4.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with this Agreement.

4.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement. The Grantee must on request provide the Commonwealth with a tax invoice before the Commonwealth is obliged to pay any amount under this Agreement.

4.3 Where applicable, the parties acknowledge and agree that they are each registered for GST purposes, have each quoted their Australian Business Number to the other and must notify the other of any changes in their GST status. The Grantee agrees that the Commonwealth will issue the Grantee with a recipient created tax invoice, and the Grantee will not issue any tax invoices, for any taxable supply the Grantee makes under this Agreement.

### 5. Spending the Grant

The Grantee agrees to spend the Grant for the sole purpose of undertaking the Grant Activity, and to provide a statement, in the form required by the Commonwealth and signed by the Grantee, verifying that the Grant Activity has been undertaken and the Grant was spent in accordance with this Agreement.

### 6. Repayment

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

### 7. Record keeping

The Grantee agrees to maintain records of the performance of the Grant Activity and the expenditure of the Grant for two years after completing the Grant Activity and to make them available to the Commonwealth on request.

### 8. Privacy

When dealing with Personal Information (as defined in the *Privacy Act 1988*) in carrying out the Grant Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of the Privacy Act 1988.

### 9. Grant Activity material

The Grantee gives (or procures for) the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, communicate, publish and adapt all material that is provided to the Commonwealth under this Agreement. This includes a right to sub-license that material.

### 10. Confidentiality

A party agrees not to disclose the other's confidential information without its prior written consent unless required or authorised by law or Parliament.

### 11. Insurance

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

### 12. Licences and approvals

The Grantee must ensure that all persons engaged to work on the Grant Activity obtain and maintain all relevant licences, registrations or other approvals required by applicable laws or as directed by the Commonwealth, including but not limited to police checks, Working with Children checks and Working with Vulnerable People checks. The Grantee must ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes these same obligations on the subcontractor and requires the subcontractor to include these obligations in any secondary subcontracts.

### 13. Dispute resolution

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

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

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

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<sup>1</sup> The National Redress Scheme can be found at <https://www.nationalredress.gov.au>

#### **14. Termination for default**

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

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

The Commonwealth will not be required to make any further payments of the Grant after the termination of the Agreement.

#### **15. General provisions**

15.1 A party is not by virtue of this Agreement an employee, agent or partner of the other party.

15.2 This Agreement may only be varied by the parties' signed written agreement.

15.3 Clauses 5 (Spending of the Grant), 6 (Repayment), 7 (Record keeping), and 9 (Grant Activity material) survive the expiry or termination of this Agreement.

15.4 This agreement is governed by the law of the Australian Capital Territory.

Sample

## Attachment C – Reporting requirements

### Appendix 1

#### News Media Relief Program - end of project report requirements

You will need to provide the following information in your end of project report. The Commonwealth reserves the right to amend or adjust the requirements.

You must complete and submit your report on the [business.gov.au portal](https://business.gov.au/portal). You can enter the required information in stages and submit when it is complete.

#### Project achievements

- a. Has your organisation experienced any major changes in coverage since the beginning of the project? Please describe the change, including if your coverage has expanded to any new local government areas, or reduced to cover fewer local government areas
- b. Did your organisation produce a lower, higher, or similar amount of core news content each week during the period of the grant compared to the six months before the grant commenced?

#### Project outcomes

- a. Project outcomes achieved by the project end date
- b. Provide details of the total salary costs for journalists supported by the program.
- c. Provide details on the salary costs for all journalists employed by your organisation.
- d. Provide details about increases or decreases in journalist employment. Compare the number of full time equivalent journalists employed by your organisation now against those employed at the commencement of the grant agreement.
- e. Provide details about increases or decreases in newsrooms. Compare the number of number of newsrooms (as defined in the grant opportunity guidelines) operated by your organisation now against the number of newsrooms at the commencement of the grant agreement.

#### Project benefits

- a. What benefits has the project achieved?
- b. What ongoing impact will the project have?
- c. Did the project result in any unexpected benefits?
  - i. Details of unexpected benefits
- d. Did the project result in any unexpected negative impacts?
  - i. Details of unexpected negative impacts
- e. Is there any other information you wish to provide about your project?

## Project expenditure

Provide information about your eligible project expenditure. Eligible expenditure is divided into the same categories as the budget in your application.

We may ask you for evidence of costs incurred.

If you are registered for GST, enter the GST exclusive amount. If you are not registered for GST, enter the GST inclusive amount.

- a. Eligible expenditure claimed in this reporting period
- b. Total eligible expenditure for the project
- c. Is expenditure broadly in line with the grant agreement?
- d. Outline the reasons for any overspend or underspend or any other significant changes to the budget.

## Updated business indicators

- a. Provide the following financial data for your organisation for your latest complete financial year.

These fields are mandatory and entering \$0 is acceptable if applicable.

- Financial year completed
- Sales revenue (turnover)
- Export revenue
- R&D expenditure
- Taxable income
- Number of employees including working proprietors and salaried directors (headcount)
- Number of independent contractors (headcount)

## Declaration

You must ensure an authorised person completes the report and can declare the following:

- The information in this report is accurate, complete and not misleading and that I understand the giving of false or misleading information is a serious offence under the *Criminal Code 1995* (Cth).
- The grant was spent in accordance with the grant agreement.
- I am aware of the grantee's obligations under their grant agreement, including survival clauses.
- I am aware that the grant agreement empowers the Commonwealth to terminate the grant agreement and to request repayment of funds paid to the grantee where the grantee is in breach of the grant agreement.